

Ridgway Town Council
Regular Meeting Agenda
Wednesday, February 9, 2022

**Due to COVID-19, and pursuant to the Town's Electronic Participation Policy,
the meeting will be conducted via a virtual meeting portal.**

Join Zoom Meeting

<https://us02web.zoom.us/j/89227495677?pwd=dGxcmJDbDM1cDARSlc3RUMycmo2dz09>

Meeting ID: 892 2749 5677

Passcode: 327149

Dial by your location

+1 346 248 7799 US

+1 253 215 8782 US

5:30 p.m.

ROLL CALL Councilors Adam Beck, Kevin Grambley, Beth Lakin, Terry Schuyler, Mayor Pro Tem Russ Meyer and Mayor John Clark

ADDITIONS & DELETIONS TO THE AGENDA

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

1. Minutes of the Regular Meeting of January 12, 2022.
2. Minutes of the Joint Workshop Meeting of January 27, 2022.
3. Minutes of the Workshop Meeting of January 27, 2022.
4. Register of Demands for February 2022.
5. Renewal of brew pub liquor license for Colorado Boy Depot.
6. Request for water leak adjustment for Account 7320.1/Sagal.

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. Introduction of Tera Couchman Wick as Community Initiatives Facilitator - Town Manager.
8. Presentation on idea for speed mitigation on Amelia Street - Lucy Boody, Ridgway resident.

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

9. Review and action on *First Amendment to Development Agreement* between Lena Commons, LLC and the Town of Ridgway - Town Attorney.
10. Review and action on *Development Agreement* between Alpine Homes-Ridgway, LLC and the Town of Ridgway - Town Attorney.
11. Review and action on *Project Development and Implementation Agreement – Lena Street Improvements* between Lena Street Commons, LLC and the Town of Ridgway - Town Attorney.
12. Ridgway Area Chamber of Commerce presentation on marketing and promotion activities and financial status - Ashley Perkins, Ridgway Area Chamber of Commerce.
13. Review and action on Lease Agreement between the Town of Ridgway and Ridgway Community Garden for the use of a portion of the Green Street Park as a Community Garden - Town Manager.
14. Resolution No. 22-02 Establishing the Athletic Park Pavilion Concession Area Fee Schedule - Town Manager.
15. Review and consideration of sponsorship request related to 2022 San Juan Rural Philanthropy Days Conference - Town Manager.

WRITTEN AND VERBAL REPORTS Written reports may be provided for informational purposes prior to the meeting updating Council on various matters that may or may not warrant discussion and action.

16. Town Manager's Report - Town Manager.

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

Committees & Commissions:

Ridgway Planning Commission - Councilor Meyer and Mayor Clark
Ridgway Parks, Trails & Open Space Committee - Councilor Ferrelli
Ridgway Creative District Creative Advocacy Team - Councilor Grambley
Ridgway Scholarship Committee - Councilor Lakin and Mayor Clark

Board Appointments:

Ouray County Weed Board - Councilor Lakin; alternate - Town Engineer
Ouray County Joint Planning Board - Councilor Meyer, citizens Rod Fitzhugh & Tom McKenney;
alternate - Councilor Beck
Sneffels Energy Board - Councilor Lakin and Town Manager; alternate - Mayor Clark
Region 10 Board - Mayor Clark
WestCO Dispatch Board - Town Marshal; alternate - Town Manager
Gunnison Valley Transportation Planning Region - Town Manager
Ouray County Transit Committee - Town Manager
Ouray County Water Users Association - Councilor Meyer

Water and Land Committee for the Uncompahgre Valley - Councilor Meyer; alternate - Town Manager

Colorado Communities for Climate Action - Councilor Lakin; alternate - Town Manager

Colorado Municipal League Policy Committee - Town Manager

Liaisons:

Chamber of Commerce - Councilmember Lakin

Communities That Care Coalition - Mayor Clark

Ouray County Fairgrounds - Councilor Schuyler

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, March 9, 2022 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
JANUARY 12, 2022

CALL TO ORDER

Pursuant to the Town's Electronic Participation Policy, the Town Council met via Zoom Meeting, a virtual meeting platform.

The Mayor called the meeting to order at 5:35 p.m. In attendance Councilors Beck, Ferrelli, Lakin, Schuyler, Mayor Pro Tem Meyer and Mayor Clark. Councilor Grambley was absent.

CONSENT AGENDA

1. Minutes of the Regular Meeting of December 8, 2021.
2. Pursuant to State Statute designate the Town Hall bulletin board as the official posting place.
3. Register of Demands for January 2022.
4. Renewal of restaurant liquor license for Taco Del Gnar.
5. Renewal of liquor store license for San Juan Liquors.

ACTION:

It was moved by Mayor Pro Tem Meyer, seconded by Councilmember Schuyler and unanimously carried by a roll call vote to approve the consent agenda.

PUBLIC COMMENTS

Val Szwarc gave an update on Dark Sky outreach.

Angela Hawse explained she would not be able to attend the full meeting and wanted to express her concerns regarding "use of chemicals" to control noxious weeds.

Dana Ivers expressed concerns with addressing the "climate crisis" and encouraged the placement of a "climate action plan" on the website; and requiring new development to place infrastructure for installation of solar panels to be used at a later date.

PUBLIC HEARINGS

6. Application for Restaurant Liquor License; Applicant: Rack Stars BBQ LLC dba Lazy Dog Saloon Bar and Grill; Location: 153 N. Highway 550, Unit 1

Staff Report from the Town Clerk dated 12-8-21 presenting an application for a restaurant liquor license from applicants Richard L. Pinney, Robert B. Collins Jr. and Sierrah S. Mufford members of Rack Stars BBQ LLC doing business as Lazy Dog Saloon Bar and Grill, at 153 N. Highway 550, Unit 1.

The Town Clerk reported the application for restaurant liquor license will encompass the facility, existing patio to the south side of the building, and a new patio on the west side. The

applicants are also requesting concurrent review, which requires approval to operate the establishment prior to receipt of a state issued liquor license.

ACTION:

Mayor Pro Tem Meyer moved to approve the restaurant liquor license for Lazy Dog Saloon Bar and Grill seconded by Councilor Schuyler and on a roll call vote, the motion carried unanimously.

7. Extension request to meet conditions of approval of Preserve PUD Preliminary Plat; Location: Savath Subdivision Part of Outlot A and Woodford Addition, County Road 23; Zone: Residential (R); Owner: Dalwhinnie Group LLC

Staff Report from the Town Manager dated 1-6-22 presenting a request to consider granting a two year extension for the Preserve Preliminary Plat, initially approved on 3-14-18 and extended on 3-11-20.

Town Manager Neill presented an extension request for additional time to meet the conditions which were set for preliminary plat approval. The reasons cited by the applicant were COVID-19 delays and impacts including extreme economic swings, consulting delays, increased material costs and significant regional contractor shortages to complete the work.

SPEAKING FROM THE AUDIENCE:

Speaking on behalf of the applicant, Michael Cox explained due to COVID related shut downs, it has been a “real struggle” to meet preliminary plat requirements, and there have been difficulties with installation of infrastructure.

Robyn Cascade inquired if it was possible to include in an approval the requirement to “preserve some of the river corridor and increase the set back”.

Representing the applicant, Chris Hawkins with Alpine Planning LLC, stated “the biggest task accomplished to date” has been completing the required US Army Corps of Engineers permit to work around the Uncompahgre River and the survey and engineering work to establish the flood plain areas. The applicant has also explored a route for sewer line to eliminate the approved lift station; placed a french drain system; installed a lift station; graded roads and installed a subdivision drainage system. Additionally, he reported, the properly located across the river was recently acquired to “improve the overall environmental conditions along the river”. He noted the subdivision has four affordable housing units, “that will provide an important and much needed community benefit”.

Michael Cox addressed the question from Ms. Cascade and explained the Army Corp. permit has a stipulation that “residents will not have access to the river or the river edge”.

There were questions from the Council, and discussion with staff pertaining to requirements of the Uncompahgre River Overlay District. The Council agreed to an extension but stipulated another extension will not be granted.

ACTION:

Moved by Councilmember Schuyler, seconded by Mayor Pro Tem Meyer and unanimously carried by a roll call vote to approve an extension of the Preserve PUD Preliminary Plat for a period of two years with the conditions assigned at the March 14, 2018 approval, and allow up to two years to meet those conditions, with the condition this will be the last extension.

POLICY MATTERS

8. Request to extend closure of half block of Laura Street

Letter dated 1-6-22 from Stryker Construction requesting approval to extend the temporary closure of South Laura Street between Clinton and the alley to the north, for an additional six months.

Mark Cutts Project Manager with Stryker Construction, requested extension of the temporary closure on South Laura Street, citing safety and access concerns during the construction of the Space to Create project. Based on a question from the Council Mr. Cutts reported the project should be completed by the end of June, along with the paving of the street.

There was discussion between the Council and applicant.

ACTION:

It was moved by Mayor Pro Tem Meyer and seconded by Councilor Beck to approve the extension of the temporary closure of Laura Street for an additional five months, to June 15th. After a roll call vote the motion carried unanimously.

9. Resolution No. 22-01 Amending the Policy Relative to Noxious Weed Management

Staff Report dated 1-4-22 presenting a resolution amending the noxious weed management plan relative to herbicide application.

The Town Manager explained based on Council discussion at the June meeting, staff has prepared a resolution amending the noxious weed management plan to allow for chemical based herbicide application, when deemed necessary by Town staff and the County Vegetation Manager. He noted the application must fall in line with the Chemical Application and Protocol Recommendations depicted in the 2011 Integrated Weed Management Plan. He reported during the June meeting Council heard a report from the Ouray County Vegetation Manager, regarding the need to manage weeds more aggressively, and agreed a chemical based herbicide may be needed to control infestation in certain areas of Town.

County Vegetation Manager Julie Kolb explained "I am not proposing the Town use toxic chemicals" the weed management would be through the use of herbicides "from the category deemed relatively non-toxic to non-toxic", and "possibly use an organic herbicide".

There were questions from the Council and discussion between Council and staff.

Manager Kolb stated the application areas would be "targeted with a diluted herbicide" and used within the "lowest toxicity categories", with a product that is "not known to migrate in the soil".

SPEAKING FROM THE AUDIENCE:

Tanya Ishikawa representing UWP stated the board recognizes the need to "control the noxious weed invasions" along the river, and are concerned when soil is disturbed that "the land is reseeded".

Robyn Cascade encouraged after the use of herbicide applications, further eradication processes be accomplished "through mechanical means".

Joan Chismire updated the Council on noxious weed eradication by residents in Vista Terrace.

Sue Husch supported “helping with the mechanical method of removal”.

There was discussion by the Council.

ACTION:

Councilmember Lakin moved to approve Resolution No. 22-01 Amending the Policy Relative to Noxious Weed Management. With the motion on the floor, speaking from the audience Dana Ivers encouraged the use of “insects on thistle”. Councilor Ferrelli seconded the motion, which carried unanimously on a roll call vote.

The Council took at recess at 7:25 pm and resumed the meeting at 7:30 pm.

10. Report on use of graywater systems

Town Manager’s Staff Report dated 1-4-22 presenting a report pertaining to the use of greywater systems in Colorado.

Email dated 1-12-22 from Ruth Stewart questioning State regulations relative to implementation of grey water systems.

The Town Manager explained the Colorado Department of Public Health and Environment (CDPHE) regulations addressing graywater. Graywater is made after showering or washing clothing, and if retained can be used for landscape irrigation and toilet flushing. Graywater Control Regulations establish graywater management, and create requirements, prohibitions and standards. For a local government to use graywater he reported, it must adopt an ordinance or resolution to allow the use and create a control program that meets the requirements of Regulation 86. This regulation is currently so stringent, and costly to implement that only a few local jurisdictions in the state have opted into the program. He noted the CDPHE has proposed new rulemaking, and will begin a stakeholder engagement process this year. He suggested the Town become involved in the discussions to engage in changes to the current legislation.

SPEAKING FROM THE AUDIENCE:

Jennifer Franz explained she has talked to two counties that also wish to pursue the system, and suggested the Town could “piggyback” on the program “to incentivize”.

Joan Chismire spoke in support of using graywater.

There was discussion by the Council. Consensus of the Council was to participate in discussions to consider legislative changes to the regulations; research grant funding opportunities for the laundry to landscape system; research if a jurisdiction can opt into just the laundry to landscape portion of the program.

11. Intergovernmental Agreement between the Town of Ridgway, City of Ouray and Ouray County for Shared Victim Advocate Services

Manager Neill presented the annual intergovernmental agreement for shared use by all three county law enforcement agencies, for an employee to provide victim advocacy services. He reported additional grant funding was secured this year, so each agencies contribution to the program has been significantly reduced.

There were questions from the Council and audience, and discussion ensued. The Mayor encouraged the victim advocate to create an outreach program.

ACTION:

Mayor Pro Tem Meyer moved to approve the IGA between the Town, City and County for Shared Victim Advocate Services. Councilor Beck seconded the motion, which carried unanimously on a roll call vote.

12. Draft Decision Notice and Environmental Assessment for the Baldy Mountain Landscape Resiliency and Habitat Improvement Project

The Mayor announced the Town has received a draft decision from the Forest Service regarding the environmental assessment for the Baldy Mountain project. He reported the County Commissioners are planning to submit a response and encourage the use of hand crews, instead of mechanical means, to create and clear the 100 foot diameter fire line. He suggested the Council prepare a letter supporting the Counties position.

SPEAKING FROM THE AUDIENCE:

Robyn Cascade and Jake Niece expressed support of the Town following suit with the County.

ACTION:

Moved by Mayor Pro Tem Meyer to authorize the Mayor to write the BLM with the comments regarding the Baldy Mountain Landscape Resiliency and Improvement Plan, seconded by Councilor Beck, the motion carried unanimously on a roll call vote.

13. Resignation of Councilmember Angela Ferrelli

The Mayor acknowledged a letter of resignation from Councilor Ferrelli which will become effective immediately, and thanked her for her service to the Town.

There was discussion between the Council and staff regarding the vacancy which will be created. The Town Clerk noted any vacant seat filled at this time will become vacant again at the next election, which is April 5th.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Schuyler and approved by a roll call vote to recognize the vacancy and chose to not fill the position, and let it be filled at the election in April.

14. Discussion regarding masking requirements at Town facilities

The Town Manager reported the County is asking to meet with the Town and City to discuss requiring masking in public places. The Mayor asked the Council if the Town should require the public to wear face coverings when in Town Hall.

There was discussion by the Council.

ACTION:

Moved by Mayor Pro Tem Meyer to require the public to wear masks when entering a Town building. Seconded by Councilor Schuyler the motion carried unanimously on a roll call vote.

MISCELLANEOUS REPORTS

Manager Neill highlighted some of the items contained in the monthly managers report.

ADJOURNMENT

The meeting adjourned at 9:10 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

MINUTES OF JOINT WORKSHOP
RIDGWAY TOWN COUNCIL,
OURAY COUNTY BOARD OF COMMISSIONERS,
OURAY CITY COUNCIL

JANUARY 27, 2022

The Town Council convened at 6:00 p.m. for a Joint Workshop with the Ouray County Commissioners and Ouray City Council via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy. The Council was present in its entirety with Councilors Beck, Grambley, Lakin, Schuyler, Mayor Pro Tem Meyer and Mayor Clark.

Town Clerk's Notice of Joint Workshop dated January 24, 2022.

The purpose of the meeting was to allow the policymakers an opportunity to discuss the COVID-19 pandemic and the use of masks.

ADJOURNMENT

The meeting adjourned at 7:15 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

MINUTES OF WORKSHOP MEETING

RIDGWAY TOWN COUNCIL

JANUARY 27, 2022

The Town Council convened for a meeting on a virtual platform, pursuant to the Town's Electronic Participation Policy.

The Mayor called the meeting to order at 7:30 pm. The Council was present in its entirety with Councilors Beck, Grambley, Lakin, Schuyler, Mayor Pro Tem Meyer and Mayor Clark in attendance.

Town Clerk's Notice of Workshop Meeting dated January 24, 2022.

Staff Report dated January 20, 2022 from Joanne Fagan and Ron Alexander, engineers with Consolidated Consulting Services, presenting the background and option analysis for paving and construction of curb, gutter and sidewalk on North Lena Street.

Engineer Fagan explained as part of the development of the Lena Street Commons Project, the Town and developer agreed to "work together" to make full street improvements to North Lena Street, which included paving, installation of sidewalk, curb and gutter and 36 diagonal parking stalls, and two handicap parking stalls, on both sides of the street. The Council met with property owners in March of 2019 and residents on the west side of the street requested driveway cuts through curb and sidewalks. On January 17th of this year, she reported, the Town held a virtual meeting to discuss the project, and property owners requested driveway cuts and to change parking from diagonal to parallel. She explained providing driveway cuts reduces the number of parking spaces, and also at each cut the sidewalk will slope down to meet the driveway grade and rise back up to match the back of curb grade, resulting in four grade breaks for each driveway, and these grade changes can create obstructions for pedestrians.

Engineer Fagan presented three construction options for the project - construct the west side with diagonal parking and limit driveway cuts to where an active driveway exists, this would provide 31 regular and two ADA parking stalls; construct diagonal parking from Charles to Fredrick, and parallel parking from Fredrick to Otto and install driveway cuts as requested, resulting in 15 regular and two ADA parking stalls; or Option 3 in which instead of a curb, during the paving a valley pan would be constructed on the west side of the roadway, sidewalk would be constructed without any changes in longitudinal grade for driveway cuts making the walkway more inviting to pedestrians, drainage following the edge of the asphalt would keep water flowing and address drainage challenges at Charles and Lena Streets, parking areas would not be delineated and the number of stalls would be dictated by use, and the option would reduce asphalt by 15.5 feet and save tens of thousands of dollars.

She recommended Option 3 noting a gap would be created between the sidewalk and the valley pan "which would have sufficient road base if the Town decided to pave the gap at a later date" and "would only require removing the road base to the depth of the proposed asphalt depth rather than rebuilding the road structure", the valley pan would provide drainage and "lane control set with the flow line sixteen feet from the centerline", the back of the sidewalk would remain one foot from property lines without any changes for driveway cuts, and the sidewalk width could be six feet.

Resident Shari Bailey commented on the design.

There was discussion by the Council and questions to the engineers regarding design elements.

Consensus of the Council was to proceed with Option 3 as shown in the Staff Report, and install a six foot wide sidewalk.

ADJOURNMENT

The meeting adjourned at 8:30 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway

Register of Demands

February 2022

Name	Memo	Account	Paid Amount
petpickups.com		Alpine-Operating Account	
	dog p/up mitts	732POO · Supplies & Materials	-1,633.44
TOTAL			-1,633.44
Community Planning Strategie...		Alpine-Operating Account	
	Triangle Lot 1 PUD - Dec 2021	513GOO · Planning Consulting	-135.00
	general - Dec 2021	513GOO · Planning Consulting	-855.00
	2BuildRidgway PUD - Dec 2021	513GOO · Planning Consulting	-495.00
	bldg permits - Dec 2021	513GOO · Planning Consulting	-1,087.50
TOTAL			-2,572.50
Western Paper Distributors		Alpine-Operating Account	
		732PO1 · Supplies - c cntr/t hall	-41.76
		732POO · Supplies & Materials	-41.76
TOTAL			-83.52
Ouray County Road & Bridge		Alpine-Operating Account	
	12/17/21-1/24/22	560GOO · Gas & Oil	-80.18
	12/17/21-1/24/22	660GO2 · Gas & Oil	-285.89
	12/17/21-1/24/22	760POO · Gas & Oil	-174.74
	12/17/21-1/24/22	960WOO · Gas & Oil	-249.88
	12/17/21-1/24/22	960SOO · Gas & Oil	-647.10
	12/17/21-1/24/22	860GO3 · Gas & Oil	-1,014.14
TOTAL			-2,451.93
George Gardner Scholarship F...		Alpine-Operating Account	
		5115GO1 · George Gardner Scholarship...	-1,000.00
TOTAL			-1,000.00
Valvoline Instant Oil Change		Alpine-Operating Account	
	oil - Durango	860GO3 · Gas & Oil	-86.67
	oil - 2018 Explorer	860GO3 · Gas & Oil	-63.73
TOTAL			-150.40
Recla Metals LLLP		Alpine-Operating Account	
	pipe to rebuild plow - snowplow	661GO2 · Vehicle & Equip Maint & Repair	-34.12
TOTAL			-34.12
Voyager Youth Program		Alpine-Operating Account	
		5025GO1 · Voyager Program	-7,000.00
TOTAL			-7,000.00

Town of Ridgway
Register of Demands
February 2022

Name	Memo	Account	Paid Amount
Quill.com		Alpine-Operating Account	
		541GOO · Office Supplies	-32.99
		541GOO · Office Supplies	-10.49
TOTAL			-43.48
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-598.50
TOTAL			-598.50
Colorado Communities for Cli...		Alpine-Operating Account	
	CC4CA 2022	5040GO1 · Other Contributions	-1,000.00
TOTAL			-1,000.00
The Paper Clip LLC		Alpine-Operating Account	
		541GOO · Office Supplies	-57.13
TOTAL			-57.13
Consolidated Electrical Distrib...		Alpine-Operating Account	
	pavilion light timer - Athletic	731POO · Maintenance & Repairs	-55.00
TOTAL			-55.00
Clear Networx, LLC		Alpine-Operating Account	
	Feb 2022	543GOO · Telephone	-56.00
	Feb 2022	643GO2 · Telephone	-56.00
	Feb 2022	843GO3 · Telephone	-61.00
	Feb 2022	943WOO · Telephone	-56.00
	Feb 2022	943SOO · Telephone	-56.00
	Feb 2022	530GOO · Computer	-50.00
	Feb 2022	630GO2 · Computer	-50.00
	Feb 2022	730POO · Computer	-50.00
	Feb 2022	830GO3 · Computer	-50.00
	Feb 2022	930WOO · Computer	-50.00
	Feb 2022	930SOO · Computer	-50.00
	Feb 2022	930WOO · Computer	-50.00
	Feb 2022	930SOO · Computer	-25.00
	Feb 2022	630GO2 · Computer	-25.00
	Feb 2022	843GO3 · Telephone	-55.00
TOTAL			-740.00
Grand Junction Pipe & Supply ...		Alpine-Operating Account	
		988WOO · Taps & Meters	-30.84
TOTAL			-30.84
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-20.00
TOTAL			-20.00

Town of Ridgway
Register of Demands
February 2022

Name	Memo	Account	Paid Amount
SGS Accutest Inc		Alpine-Operating Account	
		990WOO · Testing - water	-103.06
TOTAL			-103.06
Honnen Equipment Company		Alpine-Operating Account	
	cutting edge - grader	661GO2 · Vehicle & Equip Maint & Repair	-529.10
	cutting edge - grader	961WOO · Vehicle & Equip Maint & Repair	-176.36
TOTAL			-705.46
USABlueBook		Alpine-Operating Account	
	valve - wtr plant	932WOO · Supplies & Materials	-129.76
TOTAL			-129.76
Pro Velocity		Alpine-Operating Account	
	computer	871GO3 · Office Equipment Purchase	-1,000.00
TOTAL			-1,000.00
True Value		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-49.97
	pipe wrench	633GO2 · Tools	-17.99
		732POO · Supplies & Materials	-74.34
	pipe wrench	933SOO · Tools	-18.00
		932SOO · Supplies & Materials	-49.99
		932WOO · Supplies & Materials	-49.97
	pipe wrench	933WOO · Tools	-18.01
TOTAL			-278.27
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - c cntr/t hall	-97.38
		842GO3 · Utilities	-97.38
		542GOO · Utilities	-97.38
TOTAL			-292.14
Black Hills Energy-Broadband		Alpine-Operating Account	
		783PO1 · Broadband Station	-15.55
TOTAL			-15.55
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-26.63
TOTAL			-26.63

Town of Ridgway
Register of Demands
February 2022

Name	Memo	Account	Paid Amount
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-26.21
		942SOO · Utilities	-26.21
		942WOO · Utilities	-26.20
TOTAL			-78.62
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-104.28
		642GO2 · Utilities	-104.29
		942SOO · Utilities	-104.28
		942WOO · Utilities	-104.28
TOTAL			-417.13
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-71.97
TOTAL			-71.97
Kim's Housekeeping LLC		Alpine-Operating Account	
	Jan 2022	779POO · Janitorial Service - parks	-892.50
	Jan 2022	779PO1 · Janitorial Services - cntr/thal	-297.50
	Jan 2022	545GOO · Janitorial Services	-297.50
TOTAL			-1,487.50

STAFF REPORT

Subject: Request for water leak adjustment - Account #7320.1/Sagal
Initiated By: Pam Kraft, Town Clerk
Date: February 3, 2022

BACKGROUND:

Attached is a request for a water leak adjustment from Lisa Sagal. The leak in a toilet created excess usage of 69,000 gallons. The leak was repaired immediately after the owner saw the problem.

ANALYSIS:

Pursuant to Municipal Code Section 9-1-23 the Council has the authority to make water leak adjustments. The language is as follows:

9-1-23: WATER BREAK ADJUSTMENTS.

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

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

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

The customer used 74,000 gallons in January and was billed \$1,003.50. This calculates to 69,000 gallons over the base allotment; based on the leak adjustment rate of \$11.00 for each 1,000 gallons between 5,000 and 10,000 gallons; \$13.00 between 10,000 and 18,000 gallons; and \$15.00 over 18,000 gallons, the customer can be awarded a water leak adjustment credit of \$247.00.

FINANCIAL CONSIDERATIONS:

There is a loss in revenue when the water rate is decreased.

ATTACHMENT: Email from Lisa Sagal

Pam Kraft

From: Lisa Sagal <...> m>
Sent: Wednesday, February 2, 2022 1:33 PM
To: Pam Kraft
Cc: Roger Sagal
Subject: Request for Water Leak/Break Adjustment

Hi Pam,

I just got off the phone with Wanda. She informed me of our outrageous water bill for January. We had a broken toilet. We have fixed it. It was resolved as quickly as could be.

Please consider this a request for a bill adjustment based on the break.

Thank you for your consideration.

Sincerely,

Lisa and Roger Sagal

Lisa Sagal

mugra, cc: ...

AGENDA ITEM #7

AGENDA ITEM #8

From: Lucy Boody <lboody@me.com>
Sent: Friday, January 28, 2022 3:16 PM
To: Preston Neill <pneill@town.ridgway.co.us>
Subject: Proposal to Town Council for the use of planter troughs for speed and dust mitigation

Dear Council Members,

I've lived in Ridgway for 19 years (mostly in the Old Ridgway Firehouse) and in the immediate area for 50 years. I'm acquainted with dirt streets and their pros and cons. That said, the speed on S. Amelia speed goes unchecked and far exceeds the 15 mph limit; the stop signs have minimal effect in slowing traffic. The excess speed is dangerous and is unsafe for pedestrians.

The future surfacing and landscaping of the Amelia St. could be years away. Until that time and possibly afterwards, I am proposing the use of planter troughs in the center lane to help reduce speed. In turn, it would also reduce the endless toxic dust issue during the warmer seasons. Reducing speed would also reduce noise. The large multi-wheeled trailers, trucks and semi-trucks that frequent the avenue exacerbate the dust and noise with changing gears, speed, stopping and starting at the Stop sign, etc.

Breakdown of cost per trough/planter:

- 2' x 6' Behlen trough \$180
- plant with drought/deer resistant ornamental grass, \$20ea x 2 = \$40 (either Karl Foerster or Blue oat grass, often seen in local landscapes).
- guesstimate of \$40 soil per planter

\$180
40
40
<hr/>
\$260+

- each planter would need to be slightly raised, for drainage, and level so material guess for leveling is at \$30 and \$10 of mulch bringing the unit price to \$300 each.

If we started with 10 planters, the estimated price for materials would be \$3,000. I suggest we start with 15 (\$4,500) and place them accordingly.

Pros

Reduce speed
Reduce volume of dust
Reduce noise pollution
Improve aesthetics
Troughs are sturdy and need no maintenance
The trough concept echos regional design themes of Agricultural/Ranch history
Affordable

Multipurpose (can be used elsewhere if and when needed)

Can be increased in volume to address other areas (neighborhoods) of Town where speed, dust and noise are a nuisance to public well being

CDOT signage can be attached to the troughs if necessary (ie: speed limit and pedestrian crossing)

Cons

Seasonal relocation and storage

Will require occasional watering

Will require mulch to be refreshed every few years

I feel that these planted troughs are an affordable and very approachable plan to immediately reduce the health problems that are present with the current state of Amelia Street (as well as the connecting streets of Hyde, Moffat and Elizabeth). If the speed is controlled on only Amelia Street, the offenders will use the adjacent streets to continue their hasty pursuit of getting to Sherman Street.

I am hoping that the Town Council will seriously consider this proposal. I am willing to participate in anyway I can to make this become a reality. I spoke to 6 of my neighbors and they were wildly in favor of this.

The Telluride has successfully used this approach to slow traffic on its Main Street. They are a good example of how function and aesthetics can work hand in hand.

Below are examples of two of the ornamental types of grasses that could be used in the troughs.

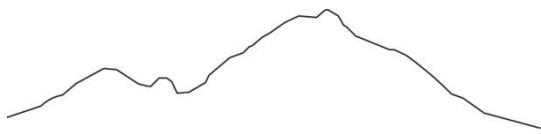




Sincerely,

Lucy Boody
333 S. Elizabeth St
Ridgway, CO 81432

AGENDA ITEM #9



DEVOR & PLUMHOFF, LLC
Attorneys and Counselors at Law

Bo James Nerlin
bo@coloradowestlaw.com

MEMORANDUM

To: Town Council, Town of Ridgway
From: Bo James Nerlin, Esq.
Re: Agenda Item No. 10 - Lena Street Commons – First Amendment to Development Agreement
Date: 2/5/2022
CC: Mr. Preston Neill

Enclosed in the Council Packet is a proposed First Amendment to Development Agreement, amending an original Development Agreement between the Town of Ridgway and Lena Commons, LLC dated August 19, 2019. At the November 10, 2021, Council Meeting, Lena Commons, LLC requested the ability to amend the original Development Agreement altering those units which are designated as deed restricted housing. At the November 10, 2021, meeting, the Council agreed to allow for Lena Commons to submit a proposed amendment.

The enclosed First Amendment to Development Agreement alters the deed restricted units from the original designation of Lot 1E, Lot 4E and Lot 1B, to the units of Lots 1E, Lot 2E and Lot 3E. Provided the Council is still in accord with changing the units which are subject to a deed restriction, we would be looking for a motion to approve the First Amendment to the Development Agreement. If approved, the First Amendment to the Development Agreement would just amend the units subject to a deed restriction. All of the other terms and conditions of the original Development Agreement would remain in full force and effect.

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT DEVELOPMENT AGREEMENT (“**Amendment**”), made effective as of February 9, 2022 (“**Effective Date**”), is made by and between Lena Commons, LLC, a Colorado limited liability company (“**Property Owner**”) and the Town of Ridgway, a home rule municipality and political subdivision of the State of Colorado (“**Town**”). Property Owner and Town are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”. The Parties hereby agree as follows:

RECITALS

A. The Parties executed a certain Development Agreement, which was recorded on August 19, 2019, in Reception No. 223540 (“**Original Development Agreement**”). All terms, conditions and provisions stated in the Original Development Agreement shall remain in place, unless modified by this Amendment.

B. The Original Development Agreement, among other things, addressed the provision of certain Deed Restricted Housing in Section 6.

C. At the request of the Property Owner, the Town, by and through its Town Council, at a public meeting held on November 10, 2021, agreed to certain modifications of the Original Development Agreement relating to the provision of certain Deed Restricted Housing.

D. Pursuant to the direction from Town Council on November 10, 2021, the Parties wish to amend the Original Development Agreement for the purposes set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated as part of the agreements of the Parties and in further consideration of the mutual obligations and promises as set forth below, the Parties wish to amend the Original Development Agreement as follows:

1. **Incorporation of Definitions.** Unless stated herein, the definitions under the Original Development Agreement, shall have the same meaning herein as ascribed in the Original Development Agreement.

2. **Modification to Section 6.1.** Section 6.1 of the Original Development Agreement is amended, restated and henceforth shall provide as follows:

6.1. Property Owner has agreed to provide certain deed restricted housing in connection with the development of the Project in accordance with the terms and conditions of this Section 6 [of the Original Development Agreement]. In furtherance of this requirement, Property Owner hereby restricts the ownership, use and occupancy of each Townhome Residence developed on Lot 1E, Lot 2E and Lot 3E (“**Deed Restricted Units**”) to the terms, conditions, restrictions and requirements provided for in this Section 6, which shall run in perpetuity and not expire and shall survive any foreclosure on Lot 1E, Lot 2E and Lot 3E, unless the restrictions are otherwise released or modified with the written consent of the Town. Any instrument of conveyance concerning a Deed Restricted Unit shall contain a reference to these restrictions in a form approved by the Town. The Town is granted and conveyed the right to enforce compliance with these restrictions that are applicable to the Deed Restricted Units. The Deed Restricted Units shall be owned and occupied by persons who qualify with the terms and conditions of these restrictions.

3. **Modification to Section 6.4.** Section 6.4 of the Original Development Agreement is amended, restated and henceforth shall provide as follows:

6.4. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, the household income will be 100% or less of the Area Median Income for the Townhomes developed on Lot 1E and Lot 2E and 200% or less of the Area Median Income for the Townhome developed on Lot 3E, as the same are determined by the United States Department of Housing and Urban Development, as adjusted annually. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation, such as income tax returns, verifying annual income for the prior year. HUD income limits are derived from the most recent data provided by HUD regarding Area Median Income Levels (AMI) for Ouray County.

4. All other terms, conditions and provisions of the Original Development Agreement and Exhibits not modified by this Agreement shall remain in full force and effect.

5. This Amendment may be executed in multiple counterparts.

TOWN:

Town of Ridgway, Colorado,
a municipal corporation

By: _____

Date: _____

Printed Name: _____

Title: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Bo Nerlin, Town Attorney

STATE OF COLORADO)
) ss.

COUNTY OF OURAY)

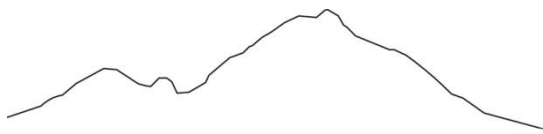
The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by
_____, Town Manager, Town of Ridgway, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

AGENDA ITEM #10



DEVOR & PLUMHOFF, LLC
Attorneys and Counselors at Law

Bo James Nerlin
bo@coloradowestlaw.com

MEMORANDUM

To: Town Council, Town of Ridgway
From: Bo James Nerlin, Esq.
Re: Agenda Item No. 11 – Development Agreement – Alpine Home-Ridgway
Date: 2/5/2022
CC: Mr. Preston Neill

Enclosed in the Council Packet is a proposed Development Agreement between the Town of Ridgway and Alpine Home-Ridgway, LLC.

On July 13, 2021, the Town Planning Commission recommended the approval of a Planned Unit Development and Preliminary Plat for the development of a mixed-use development commonly referred to as Riverfront Village. On November 10, 2021, the Town Council approved the Preliminary Plat and Planned Unit Development for Riverfront Village. Approval of both the Preliminary Plat and the Planned Unit Development was subject to certain additional terms and conditions being agreed upon between the Town and Alpine Home-Ridgway, LLC. The enclosed proposed Development Agreement between Alpine Home-Ridgway, LLC and the Town incorporates those additional terms and conditions.

Under the Development Agreement, Alpine Homes-Ridgway as the owner of the Riverfront Village property is required to provide the following:

- Four units of deed restricted housing
- Design and installation of an offsite sewer line to connect to development east of Highway #550
- Perpetual easement to the town for a pedestrian trail
- Perpetual easement for the installation a Town of Ridgway sign

Conversely, the Town is providing the following to Alpine Homes-Ridgway under the Development:

- Installation of stormwater/drainage facilities which benefit Riverfront Village onto Town Property
- Certain waivers and variances for Riverfront Village
 - o Townhouse Dwellings in the General Commercial District
 - o Conditional use for buildings over 10,000 sf in the General Commercial District
 - o Conditional use for buildings up to 35' in height in the General Commercial District

- Conditional use for building within the 25' to 75' setback in the Uncompahgre River Overlay District.

Many of the concepts contained within the Development Agreement were previously established as components to the approval of the Riverfront Village PUD and Preliminary Plat.

Staff is requesting a motion to approve the Development Agreement between the Town and Alpine Homes Ridgway, LLC.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), made effective as of February __, 2022 (“**Effective Date**”), is made by and between Alpine Homes-Ridgway, LLC, a Colorado limited liability company (“**Property Owner**”) and the Town of Ridgway, a home rule municipality and political subdivision of the State of Colorado (“**Town**”). Property Owner and Town are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”. The Parties hereby agree as follows:

DEFINITIONS

The Parties acknowledge and agree to the following definitions (“**Definitions**”) and further agree that each of the Definitions: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement. As used herein, the following Definitions shall be given the meaning ascribed to the term as the same are stated below. To the extent possible, the Definitions shall refer to Ridgway Municipal Code.

“**Association**” shall mean The Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation, which is the homeowners association formed in connection with the Project.

“**Commercial Units**” shall mean the commercial units that may be developed on the Subject Property as provided for in the Town Approvals.

“**Improvements**” shall mean the buildings that accommodate the Residential Units and the Commercial Units as well as the infrastructure serving the Project located on the Subject Property.

“**Multiple Family Dwelling Units**” as defined under Section 7-3-2 of the Municipal Code, that may be constructed on the Subject Property,, and said building could also include Commercial Units.

“**Municipal Code**” shall mean and refer to the duly adopted Ridgway Municipal Code (also “**RMC**”), as modified or amended from time to time.

“**Preliminary Plat**” shall mean and refer to that certain Preliminary Plat of the Subject Property associated with the preliminary approval of the Project, proposing the subdivision of the Subject Property into the Proposed Los, which has been approved by the Town. A copy of the Preliminary Plat is attached hereto as **Exhibit “C”**. Full size copies are on file with the Town. The Preliminary Plat shall meet the requirements of Section 7-4-5(B) of the RMC.

“**Project**” shall mean and refer to the platting and development of the Subject Property for the Proposed Lot that is being used and developed as a certain mixed use residential and commercial improvements, uses and activities, which project is commonly referred to as Riverfront Village, as the same are reflected and described in the Town Approvals, including the Preliminary Plat.

“**Proposed Lot**” shall collectively mean and refer to Lot 1R, as reflected on the Preliminary Plat.

“**Residential Units**” shall collectively mean the “Multiple Family Dwelling Units” and the “Townhouse Dwelling”, that may be developed on the Subject Property as provided for in the Town Approvals. Any Multiple Family Dwelling or Townhouse Dwelling shall meet the definitions of Section 7-3-2 of the RMC, and shall be developed accordingly.

“**Subject Property**” shall mean and refer to the property as described on **Exhibit A**:

“Townhome Residential Units” shall mean those Residential Units that may be constructed on the Subject Property, which meet the definition of “Townhouse” pursuant to Section 7-3-2 of the RMC.

RECITALS

The Parties acknowledge and agree to the following recitals (“**Recitals**”) and further agree that each of the Recitals: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement.

A. The Agreement applies to the Subject Property, the Project and the resulting as authorized in the Town Approvals.

B. Property Owner submitted its application seeking approval of a “Planned Unit Development,” pursuant to Section 7-3-16 of the RMC, inclusive of requests for conditional uses, waivers and variations (as noted in Section 5 below) for the Subject Property and Project (“**Application**”) authorizing the platting, use and development of the Proposed Lot in connection with the Project.

C. The materials submitted with the Applications and reviewed by the Town included certain architectural design plans, infrastructure plans, engineering plans and similar plans indicating the manner that the Project would be developed (“**Development Plans**”). A copy of the Development Plans are appended to this Agreement as **Exhibit “D”**. Full size copies are on file with the Town. The Preliminary Plat, Development Plans and this Development Agreement along with the approvals granted by the Town for the Project (“**Town Approvals**”), collectively constitute a “**Site Specific Development Plan**” within the meaning of Chapter 7, Section 5 of the Municipal Code.

D. The Application was reviewed by the Town of Ridgway Planning Commission (“**Planning Commission**”) at duly noticed meeting held on July 13, 2021 and, after considering the evidence and testimony presented in support of the application, recommended that the Application be conditionally approved.

E. The Application was reviewed by the Town of Ridgway Town Council (“**Town Council**”) at the duly noticed meeting held on November 10, 2021 and, after considering the evidence and testimony presented in support of the application, conditionally approved the Application.

F. Property Owner submitted the materials and information required by the conditions of the Town Council approval to the Town. The Parties agree that November 10, 2021, which is the effective date of the Town Council action on the Application, shall establish the “**Preliminary Plat Approval Date**” hereunder.

G. In recognition of the Property Owner providing certain land, and the creation of certain units of Deed Restricted Housing for the Subject Property, and the Town granting the Property Owner certain variances in the RMC, the Parties wish to state and establish certain additional terms, conditions and other provisions which govern the use and development of the Subject Property, the Project and the resulting Proposed Lot as provided for herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated as part of the agreements of the Parties and in further consideration of the mutual obligations and promises set forth below and in further consideration of the Town's approval of the Applications upon all terms and conditions contained herein, the obligations and expenditures of development undertaken by the Property Owner and the mutual obligations and promises set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as stated below.

1. **Property Owner's Compliance With the Town Approvals and Town Acknowledgement of Approvals.** Property Owner agrees to comply with each of the terms and conditions of the Preliminary Plat and this Agreement, the Town Approvals and any other site-specific approvals for the project and the applicable provisions of the RMC. Subject to the conditions herein, and the completion of all conditions are requirements under both the Preliminary Plat, and Final Plat, the Town does hereby finally approve this Agreement. This Agreement shall be recorded and run with the Property.

2. **Development of the Project.**

2.1. **Overview of Project and Town Approvals.** In connection with the Town Approvals of the Preliminary Plat, this Development Agreement and Site-Specific Development Plan, Property Owner is authorized to develop the Project on the Subject Property, which shall be undertaken and completed on the Proposed Lot pursuant to the timeframes, terms, phasing, required improvements, conditions, etc. approved by the Town. The development will consist of the following elements and components, which may be modified from time to time by agreement of the Town and Property Owner:

Building	Approved Dwelling or Commercial Units In Building
Building CM	Commercial Units: multiple units Multiple Family Dwelling: Up to Four Townhouse Dwelling: None
Building M1	Commercial Units: None Multiple Family Dwelling: Six Townhouse Dwelling: None
Building M2	Commercial Units: None Multiple Family Dwelling: Eight Townhouse Dwelling: None
Building M3	Commercial Units: None Multiple Family Dwelling: Ten Townhome Dwelling: None
Building D-1	Commercial Units: None Multiple Family Dwelling: None Townhouse Dwelling: Two
Building D-2	Commercial Units: None Multiple Family Dwelling: None Townhouse Dwelling: Two
Building D-3	Commercial Units: None Multiple Family Dwelling: None Townhouse Dwelling: Two
Building D-4	Commercial Units: None Multiple Family Dwelling: None Town House Dwelling: Two

Building D-5	Commercial Units: None Multiple Family Dwelling: None Town House Dwelling: Two
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2.2. **Infrastructure Improvements.** Property Owner is required to undertake and complete certain “**Infrastructure Improvements**” to serve the Project, as described in the attached “**Schedule of Infrastructure Improvements,**” appended as **Exhibit “B”**. The Infrastructure Improvements consist of certain “**Off-Site Infrastructure Improvements**” and certain “**On-Site Infrastructure Improvements**”, as noted on the Schedule of Infrastructure Improvements. In connection with the initiation and completion of the Infrastructure Improvements, the Town and Property Owner each recognize and agree as follows:

A. The nature and extent of the Infrastructure Improvements, as listed in the Schedule of Infrastructure Improvements, are required to serve the Project, these further offset demands to public infrastructure created by the Project. The Property Owner is required to construct/install the Infrastructure Improvements, at its cost and expenses, as provided for in this Agreement. The Infrastructure Improvements will be constructed/installed in accordance with certain “**Plans and Specifications**” on file with the Town and as approved by the Town with the Preliminary Plat.

B. The Property Owner shall construct/install the Off-Site Infrastructure Improvements and the On-Site Infrastructure Improvements, prior to the recordation of the Final Plat for the Project.

2.3. **Final Platting Requirements.** The Town and the Property Owner recognize and agree that the Ridgway Municipal Code provides that a final plat for the Project is to be submitted with the Planning Commission for review within two years of the Preliminary Plat Approval Date, see RMC 7-4-5(C)(c). All Off-Site Infrastructure and all On Site improvements required by RMC 7-6-4(B)(1) must be completed to each building pad by the time of recordation of the final plat, provided, however, it is further recognized that in the event the Property Owner is required to submit a Subdivision Improvements Agreement at final plat identifying any Improvements that have not been completed at the time of the recordation of the final plat. In the event a Subdivision Improvement Agreement is required, the Property Owner shall provide adequate security to ensure completion of the work not yet completed in a timeframe as further detailed in the Subdivision Improvement Agreement consistent with the requirements of RMC 7-4. The foregoing notwithstanding, in connection with its approval of the Project Phasing Schedule, the Town and Property Owner each recognize and agree as follows:

A. Following the completion of the installation of the Off-Site and On Site Infrastructure Improvements for the Project and upon the compliance with the Ridgway Municipal Code requirements for Final Plat, Property Owner shall be entitled to record the Final Platting of the Project, which platting will occur in one phase

B. Following the final platting and subject to complying with applicable provisions in the Ridgway Municipal Code relating to building, the Property Owner shall be able to proceed with the construction of the Building Construction Phase.

C. The Property Owner may request and the Town may consider an alternative timing and/or sequencing of the phasing of the construction of the Project, which the Town shall reasonably consider and may approve if the revised sequencing provides for a more expedient manner of development, provided such request is compliant with the RMC.

3. **Provision of Deed Restricted Housing.**

3.1. Property Owner has agreed to provide certain deed restricted housing in connection with the development of the Project in accordance with the terms and conditions of this Section 4. In furtherance of this requirement, Property Owner hereby restricts the ownership, use and occupancy of the following: (a) a one bedroom unit in Building M3 (to be denoted as Unit 102); (b) a one bedroom unit in Building M3 (to be denoted as Unit 201); (c) a two bedroom unit in Building CM (to be denoted as Unit 202) and (d) a two bedroom unit in Building CM (to be denoted as Unit 203) (“**Deed Restricted Units**”) to the terms, conditions, restrictions and requirements provided for in this Section 4, which shall run in perpetuity and not expire and shall survive any foreclosure of the Deed Restricted Units, unless the restrictions are otherwise released or modified with the written consent of the Town. Any instrument of conveyance concerning a Deed Restricted Unit shall clearly indicate that the Unit is deed restricted and contain a reference to these restrictions in a form approved by the Town. The Town is granted and conveyed the right to enforce compliance with these restrictions that are applicable to the Deed Restricted Unit. The Deed Restricted Unit shall be owned and occupied by persons who qualify with the terms and conditions of these restrictions.

3.2. On the day of application, the prospective owner(s) of a Deed Restricted Unit shall maintain his/her sole residence and abode in Ouray County, Colorado, or provide written intent of his/her desire and intent to do so within 30 days of purchasing the Deed Restricted Unit. Proof of this intent must be presented to the Town in advance of any transfer of property, including the original property transfer and all subsequent resale and transfer of property. Proof shall include written documentation verifying residency within Ouray County, or residency within 30 days of application.

3.3. At the time of the purchase of a Deed Restricted Unit, including the original property transfer and all subsequent resale and transfer of property, at least one person in the household shall earn the majority of their income in Ouray County or from an employer based in Ouray County. This occupancy limitation and requirement may include at least one person in the household that is retired but previously earned the majority of their income in Ouray County or from an employer based in Ouray County. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation verifying employment within Ouray County.

3.4. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, the household income will be as follows: (a) _____ or less of the Area Median Income for the one BR unit in Building M3 known as Unit 102 as well as for the one BR unit in Building M3 known as Unit 201; and (b) _____% or less of Area Median Income for the two BR unit in Building CM known as Unit 202 and the two BR unit in Building CM known as Unit 203. AMI shall be as determined by the United States Department of Housing and Urban Development, as adjusted annually. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation, such as income tax returns, verifying annual income for the prior year. HUD income limits are derived from the most recent HUD data regarding Area Median Income Levels (AMI) for Ouray County.

3.5. The foregoing notwithstanding, there shall be an initial maximum sales price on every Deed Restricted Unit, which shall be equal to the cost of acquiring and developing the Deed Restricted Unit, plus not more than a ten (10%) profit; provided, however, that if the initial maximum sale price exceeds the maximum purchase price for an the AMI thresholds stated above for households for Ouray County, the Property Owner agrees to reduce the profit downward from 10% to an amount that achieve the targeted AMI affordable maximum purchase price, except that in no event will the initial maximum sales price be reduced to an amount that requires the Property Owner to achieve less than a 3% profit. Evidence of the developer's cost shall be submitted to the Town Manager, or his/her designee, who shall review the developer's computation of cost and approve, in writing, the proposed initial maximum

sales price. The documents establishing the Property Owner's cost must be approved by the Town Manager, or his/her designee, prior to any transfer of property. The guiding principles in determining initial sales price of any unit is that the Property Owner should be constructing and selling these units without exceeding the prescribed profit. In no event should the requirements of this Section 4 shall be read to require the Property Owner to lose money in connection with the sale of the Deed Restricted Unit by establishing an initial maximum sales price which causes the Property Owner to lose money in the construction and sales of the Deed Restricted Unit. The Town Manager, based on review of the Property Owner's cost, may deviate from the AMI restrictions if the cost plus 3% profit exceeds affordability for the thresholds stated above.

3.6. The above referenced Deed Restricted Unit shall be, and remain, owner occupied. Long-term and short-term rental of these units is prohibited.

3.7. The Town hereby waives development excise tax RMC 3-4-1, et seq., on these 4 units

3.8. The Town waives all "plan check fees" and building permit fees charged by the Town on these 4 Deed Restricted Units.

3.9. The maximum resale price of these deed-restricted units is limited to an annual price appreciation cap of 3% of the initial gross purchase price. All resale pricing is subject to the review and reasonable approval of the Town of Ridgway Town Manager, or his/her designee, for the sole purpose of ensuring the resale price is in compliance with the requirements of this Section 4.

3.10. If an owner of a Deed Restricted Unit makes any capital improvements requiring a building permit to the property during his/her term of ownership, the cost of those capital improvements as indicated on the building permit shall be added to the gross resale purchase price of the property for the purpose of computing the annual price appreciation cap created herein. Any costs of capital improvements to be added to the gross purchase price of the property, including but not limited to upgrades during construction, shall require the prior, written reasonable approval of the Town.

3.11. The owner of a Deed Restricted Unit may apply to the Town Planning Commission for a waiver from the strict application of any one or more of these provisions. A waiver from the strict application of these provisions may be granted at the discretion of the Planning Commission and may only be granted if the applicant can establish that the following criteria are substantially met: (i) there are practical difficulties or unnecessary hardships caused to the individual unit owner if these provisions are strictly applied. Any such practical difficulty and/or unnecessary hardship must be of such a nature as to create an individually differentiated situation from any and all other owners of units burdened by these regulations; and (ii) the spirit of these provisions will be observed, the public health safety and welfare secured and substantial justice done by granting the waiver. The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met. No waiver under this provision shall be granted with less than four (4) concurring votes of the Planning Commission. Hearing procedures are defined in Ridgway Municipal Code 7-3.

3.12. The seller of the Deed Restricted Unit is responsible for ensuring compliance with these restrictions and agrees to consult with the Town of Ridgway Town Manager, or his/her designee, regarding any qualified buyer(s) and the maximum resale price under the provisions of this Section 4.

3.13. All warranty deeds for the transfer and conveyance of a Deed Restricted Unit will clearly indicate that they are deed restricted and reference this Agreement and applicable note included in the Final Plat, as amended from time to time.

3.14. Property Owner agrees that at least two of the Deed Restricted Units will be constructed within the first phase of the project. Construction of these two units must be complete before any certificates of occupancy for any of the free market units in the Project can be issued. The remaining two units must be completed within the second phase of the Project.

4. **Waivers and Variances Granted for the Project.** The following variances and conditional uses are provided for with this Site-Specific Development Plan, pursuant to the uses under the GC Commercial District, RMC 7-3-11:

- A. Conditional use for Townhouse Dwellings in General Commercial (GC) zoning district.
- B. Conditional use for buildings over 10,000 sf in General Commercial (GC) District. (M2 and M3).
- C. Conditional use for buildings in height up to 35' in the General Commercial (GC) District.
- D. Conditional use for building within the 25' to 75' setback in the UROD District, pursuant to RMC 7-3-14(E)(1).

5. **Vested Rights.**

5.1. **Intent.** Development of the Property in accordance with the terms and conditions of this Agreement will provide for orderly and well planned growth, promote economic development and stability within the Town, ensure reasonable certainty, stability and fairness in the land use planning process, secure the reasonable investment-backed expectations of the Property Owner, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes of the Vested Property Rights Statute, C.R.S. §24-68-101, et. seq. and Chapter 7, Article 5 of the Ridgway Municipal Code. In exchange for these benefits and the other benefits to the Town contemplated by the Agreement, together with the public benefits served by the orderly and well-planned development of the Subject Property and Project, the Property Owner desires to receive the assurance that development of the Subject Property and Project may proceed pursuant to the terms and conditions of the Agreement.

5.2. **Site Specific Development Plan.** This Development Agreement along with the Preliminary Plat, Development Plans and the Town Approvals constitutes a Site-Specific Development Plan pursuant to Section 7-5-1 of the Municipal Code.

5.3. **Vested Real Property Right.** Accordingly, this final approval has created for Property Owner's benefit a "vested real property right" as defined by C.R.S. § 24-68-101 et seq.

5.4. **Duration.** For purposes of this Agreement, the above-referenced vested real property right shall remain vested for four years from the Preliminary Plat Approval Date pursuant to RMC 7-5.

5.5. **Publication.** A notation of such vested real property right has been made on the Preliminary Plat and a notice has been published in a newspaper of general circulation within Ouray County on _____, 2022 (following the Town Council action on this Development Agreement) and again on _____, 2022 (following the Effective Date).

5.6. **Reliance.** The Property Owner has relied upon the creation of such vested real property right in entering into this Agreement.

5.7. **Future Legislation.** During the four year period in which the vested real property right shall remain vested, the Town shall not impose by legislation or otherwise any zoning or land use requirement or obligations upon Property Owner or their successors or assigns which would alter, impair or diminish the development or uses of the Subject Property and Project as set forth in this Agreement, except:

- i. With the consent of the Property Owner; or
- ii. Upon the discovery of natural or man-made hazards on or in the immediate vicinity of the Subject Property and Project, which could not reasonably have been discovered at the time of vested rights approval, and which, if not corrected, would pose a serious threat to the public health, safety and welfare; or
- iii. To the extent that compensation is paid, as provided in Title 24, Article 68, CRS; or
- iv. Any change in state or federal law which the Town is required to adhere to.

The establishment of such vested real property right shall not preclude the application of ordinances or regulations which are general in nature and applicable to all property subject to land use regulation by the Town, including, but not limited to, fee assessments and building, fire, plumbing, electrical, mechanical, water and sewer codes and ordinances. Further, these vested rights are subject to any changes in state or federal law which may prompt the Town to amend the RMC.

6. **Intentionally Left Blank**

7. **Other Agreements.**

7.1. As part of the final platting, Property Owner, for no consideration, agrees to grant a non-exclusive, perpetual easement to the Town at the location indicated on the Preliminary Plat to accommodate the Town's installation and operation of signage reflecting an entry to the Town of Ridgway. The Town is responsible for designing, installing, operating, maintaining and repairing the signage without cost or expense to Property Owner.

7.2. As part of the final platting, Property Owner, for the consideration agreed upon herein, agrees to grant a non-exclusive, perpetual easement to the Town at the location indicated on the Preliminary Plat to accommodate the placement of a non-motorized hiker/biker trail ("**Ridgway Village West Pedestrian Path**") to assist in the creation of a connection with the Ridgway Village West development and other adjacent development east of State Highway #550 that will connect with the Public Recreation Trail (being developed by the Property Owner as part of the Project) located along the westerly edge of the Subject Property. The Property Owner is not responsible for designing, installing, operating, maintaining and repairing the Ridgway Village West Pedestrian Path nor is the Property Owner responsible for incurring any cost or expense with respect to the Ridgway Village West Pedestrian Path.

7.3. In connection with the development of the Project, the Town agrees that it shall authorize the Property Owner to install certain stormwater/drainage facilities on the Town property west of the Project at the locations indicated on the Preliminary Plat. The stormwater/drainage facilities will be owned by the Town. The Property Owner is responsible for designing and installing the stormwater/drainage facilities and the Association is responsible for operating, maintaining and repairing the stormwater/drainage facilities.

7.4. The Town shall contribute up to \$25,000.00 towards infrastructure to the Project, which infrastructure will benefit the Town with the future development of its municipal utilities.

7.5. **Design and Installation of New Offsite Sewer Service Line.**

7.5.1. Property Owner agrees to design a certain Sewerline serving development in East Ridgway (“**New Offsite Sewer Service Line**”). The New Offsite Sewer Service Line shall be designed as a gravity feed system. Property Owner is not required to design or install any lift station or similar mechanical device as part of the New Offsite Sewer Service Line. The Property Owner’s project engineer will design the New Offsite Sewer Service Line, which would be extended to a certain coordinate where the northerly extent of the line on Lot 1R will terminate and be available to a line extension that would thereupon connect to development east of Hwy #550 (“**New Offsite Sewer Service Line Termination Point**”). The Town has provided the coordinates of this particular location based upon how the connection to the New Offsite Sewer Service Line will need to serve development on the east side of Hwy #550. The coordinates are in form and content requested by the Property Owner’s project engineer and shall include, without limitation, the designation of the longitude, latitude and depth for which the New Offsite Sewer Service Line Termination Point. The project engineer is not responsible for and shall not perform any inspecting, studying, calculating or designing any aspects of the existing or future sewer systems serving any development occurring offsite (not on Lot 1R), including development occurring on easterly side of Hwy #550. The project engineer will rely upon the accuracy of the information provided by the Town in designing the New Offsite Sewer Service Line and siting the New Offsite Sewer Service Line Termination Point and is not obligated to perform any further inspections, studies, calculations or designs of the sewer line systems and locations occurring on easterly side of Hwy #550 to verify the accuracy of the Town’s information. The project engineer will submit its completed design plans for the New Offsite Sewer Service Line and the siting the New Offsite Sewer Service Line Termination Point to the Town for its final review and approval. During the course of its review, the Town shall notify the project engineer if its design plans would not properly align with and be available to connect any with any offsite sewer line extensions proposed by the Town to connect to the New Offsite Sewer Service Line and the New Offsite Sewer Service Line Termination Point. The Town agrees that it shall not hold the Property Owner or project engineer liable for any design defects attributable to the information provided by the Town. The Town shall indemnify the Property Owner and project engineer for any claims, demands, actions, damages and similar costs and expenses, arising from design defects attributable to information provided by the Town.

7.5.2. The Property Owner shall install the New Offsite Sewer Service Line and the siting the New Offsite Sewer Service Line Termination Point in accordance with the plans prepared by the project engineer and approved by the Town. The work will be commenced and completed in an orderly manner as part of the logical buildout of the Riverfront Village Planned Unit Development project.

7.5.3. The Property Owner will undertake and complete the work at its cost and expense, but for the installation of this improvement the Property Owner may use the offsets as provided by the Town pursuant to Section 7.4 of this Agreement.

7.5.4. To the extent possible, the location of the New Offsite Sewer Service Line and the New Offsite Sewer Service Line Termination Point shall occur within the existing utility easements overs Lots 1, 2 and 3 of the Triangle Subdivision. The Property Owner is not obligated to grant new/modified easements on Lot 1 to accommodate the New Offsite Sewer Service Line and the New Offsite Sewer Service Line Termination Point. Notwithstanding the foregoing, the parties shall work with each other to the extent it is necessary to expand the existing utility easements for the installation of the New Offsite Sewer Service Line To the termination Point.

7.6. **The New Water Facilities.** The Property Owner agrees to install an extension of the waterline being installed on Lot 1R, which would be extended to certain location on Lot 1R, that could then be extended to connect to development occurring on the easterly side of Hwy #550 (“**Waterline Connection Point**”). The siting of the Waterline Connection Point must be at a location that does not impede development on Lot 1R. The Owner will install the water line extension to the Waterline Connection Point. The Town or party seeking to extend water service will be responsible for installing the waterline under Hwy #550. The design and siting of the Waterline Connection Point shall be undertaken in connection with plans prepared by the project engineer and approved by the Town, with the Town determining the sufficiency and adequacy of the plans to provide the intended water service for all offsite development using the waterline.

7.7. **Town Consultant Fees.** Strictly for the Town’s review of the New Offsite Sewer Service Line and the Waterline Connection Point, the Town is solely responsible for paying any and all fees, costs and expenses charged by its engineer, surveying, and other Town consultants or staff in connection in any/all ways with respect to the Town’s review/evaluation of plans, preparation of materials, supervisions/inspection of work and other activities relating to the design and installation of the New Offsite Sewer Service Line any related water line extensions (“**Town Consultant Fees**”). This Section 7.7 is based on the understanding that the Property Owner shall not tie into or access the New Offsite Sewer Service Line and/or Waterline Connection Point. Absent mandatory reviews of the Project under the RMC related to the Town’s review of the New Offsite Sewer Service Line and the Waterline Connection Point, the Property Owner is not responsible for paying or otherwise reimbursing the Town for any of the Town Consultant Fees and that no portion of the Town Cost Contribution shall be used by the Town to pay for the Town Consultant Fees.

7.8. **Waiver of Permit Fees, Tap Fees or Taxes.** Strictly for the costs related to the New Offsite Sewer Service Line and the Waterline Connection Point, Town shall be responsible for paying any and all permit and permit review fees, taxes, inspection fees and other similar Town impositions for the Town’s design, review or other work in any way triggered by the design and installation of the New Offsite Sewer Service Line and the Waterline Connection Point and any related water line extensions (“**Town Impositions**”). The Property Owner is not responsible for paying or otherwise reimbursing the Town for any of the Town Impositions and that no portion of the Town Cost Contribution shall be used by the Town to pay for the Town Impositions.

7.9. **Cooperation of the Town Staff and Engineer.** The Parties shall continue to cooperate and discuss these matters in good faith, and promptly provide information requested by either party in a timely and efficient manner.

8. **Miscellaneous.**

8.1. This Agreement shall extend and inure to the benefit of, and be binding upon the Town and its successors and assigns and, except as otherwise provided herein, upon the Property Owner and its successors, legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the Town and the Property Owner; or (b) otherwise amended in accordance with the amendment procedures contained in the Municipal Code, as it presently exists or as it may hereafter be amended, or terminated; or (c) Agreement terminates pursuant to the terms identified herein and/or in RMC 7-5-4.

8.2. This Agreement shall be recorded in the records of the Clerk and Recorder of Ouray County, Colorado. This Agreement runs with the land and is binding on and inures to the benefit of the representatives, transferees, successors and assigns of the Parties.

8.3. If any term or provision of this Agreement, or the application thereof to any

person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.4. This Agreement, along with the Preliminary Plat, Development Plans and this Development Agreement along with the Town Approvals constitute the entire integrated understandings of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

8.5. There are no third-party beneficiaries expressly or impliedly intended by this Agreement. No person or entity that is not a Party to this Agreement will have any rights, claims or actions under this Agreement.

8.6. A Party shall “default” under this Agreement if it breaches any of its obligations hereunder and, after receiving written notice of the breach from the other Party (the “**Notifying Party**”), fails to cure the breach within (i) 10 days after delivery of the notice if the breach is failure to pay money owed to the Notifying Party, or (ii) 45 days after delivery of the notice with respect to any other breach (or, if the breach by its nature cannot be cured within 30 days, the Defaulting Party (as defined below) must commence the cure within 30 days after delivery of the notice and thereafter diligently pursue the cure to completion). In the event of default by a Party (“**Defaulting Party**”), the Notifying Party may (1) initiate an action to compel compliance by the Defaulting Party with this Agreement, and/or (2) take the necessary action itself to cause the obligation(s) in default to be performed, in which case the Notifying Party may recover from the Defaulting Party all damages and expenses incurred to perform such obligation(s). The substantially prevailing Party shall collect its reasonable costs, expenses and fees, including reasonable expert fees and attorney’s fees. A Party may pursue any and all remedies available under Colorado Law, including damages, injunctive relief and/or specific performance. The remedies shall be cumulative in nature and a Party may pursue some or all of its remedies. Personal jurisdiction and venue for any civil action commenced by any Party to this Agreement whether arising out of or relating to this Agreement will be deemed to be proper only if such action is commenced in District Court for Ouray County. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

8.7. This Agreement may be executed in multiple counterparts or by legible scanned/emailed or facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The scanned/emailed or facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed “hard copy” of the Agreement shall not be necessary, but may be executed by the Parties.

8.8. Any notice to be given hereunder shall be in writing, addressed to the appropriate Party, and shall be delivered in person; by overnight delivery or courier service; or by the United States Postal Service (or any official successor thereto), certified mail, return receipt requested, with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third business day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be as stated in the records of the Ouray

County Assessor.

8.9. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

8.10. No Party shall be held liable for a failure to perform hereunder due to wars, strikes, acts of God, natural disasters, or other similar occurrences outside the reasonable control of that Party.

8.11. By signing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each of the Parties have been duly authorized so to do.

8.12. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

8.13. The Town of Ridgway Infrastructure Standards and Typical Drawings, and thereafter, customary historic architectural, standards and norms shall be relied upon if and when necessary for purposes of interpreting, applying and enforcing the Agreement.

8.14. The Property Owner and its successors and assigns shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages and attorneys' fees that may arise out of or result directly or indirectly from the Property Owner's actions or omissions in connection with the Property Owner's performance under this Agreement.

8.15. In entering into this Agreement, the Parties acknowledge and agree that they will perform their duties and obligations in good faith and that this commitment is being relied upon by each other Party. The Parties hereto warrant that each Party is a duly qualified and existing entity, capable of doing business in the state of Colorado and that the person(s) executing this Agreement are duly authorized to execute this Agreement and each Party has taken all actions necessary to obtain such authorization and that the terms and conditions of this Agreement constitute an enforceable agreement against such Party.

TOWN:

Town of Ridgway, Colorado,
a municipal corporation

By: _____

Date: _____

Printed Name: _____

Title: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Bo Nerlin, Town Attorney

STATE OF COLORADO)
) ss.

COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by
_____, Town Manager, Town of Ridgway, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

Exhibit A
(Legal Description)

LOT 1R, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254, TOWN OF RIDGWAY

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET;
THENCE NORTH 15°16'17" EAST, 169.01 FEET;
THENCE NORTH 12°11'40" EAST, 255.36 FEET;
THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET;
THENCE NORTH 22°06'19" WEST, 60.00 FEET;
THENCE NORTH 25°22'43" WEST, 68.43 FEET;
THENCE NORTH 30°05'32" WEST, 159.64 FEET;
THENCE NORTH 38°54'53" WEST, 43.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;
THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING,

Exhibit B
(Schedule of Infrastructure Improvements)

Off-Site infrastructure improvements:

1. Extension of Sewer and water mains from SH 62
2. Any required shallow utilities, if any
3. CDOT Access Improvements on Hwy. 550 to comply with CDOT's approved Access Permit.
4. Project Access Drive
Construction of CDOT approved access driveway from Hwy. 550 onto Lot-1.

On-site infrastructure improvements:

1. Installation of all underground utilities and service mains
2. Construction of all internal access roads, parking lots, access tracts, sidewalks, curb & gutter throughout subdivision.
3. Construction of storm water drainage system.
4. Construction of river trail.
5. Installation of irrigation well, storage tanks, and irrigation distribution system.
6. Installation of landscaping.

Installation of Sewer Extension to US Hwy 550 ROW

Exhibit C
(Preliminary Plat)

Exhibit D
(Development Plans)

AGENDA ITEM #11

PROJECT DEVELOPMENT AND IMPLEMENTATION AGREEMENT LENA STREET IMPROVEMENTS

This PROJECT DEVELOPMENT AND IMPLEMENTATION AGREEMENT (this “**Agreement**”) is made and entered into, effective as of this ____ day of February 2022 (the “**Effective Date**”), by and between LENA STREET COMMONS, LLC, a Colorado limited liability company (“**Property Owner**”), and the TOWN OF RIDGWAY, a home-rule municipality and political subdivision of the state of Colorado (“**Town**”). Property Owner and Town hereinafter are referenced collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS

A. Property Owner is the owner of real property located in Ridgway Colorado, more particularly described on **Exhibit A**, attached hereto and incorporated herein (the “**Property**”).

B. Property Owner has developed a portion of the Property pursuant to a February 10, 2021, Final Plat recommended for approval by the Ridgway Planning Commission and approved by the Ridgway Town Council.

C. The Property is a tract of land lying east of Blocks 31 and 32, west of the west line of the Railroad right-of-way between Otto St. and Charles St. in Ridgway, Colorado.

D. Pursuant to an August 19, 2019, Development Agreement by and between the Town and the Property Owner (the “**Development Agreement**”), the Property Owner is required to undertake Infrastructure Improvements, as further detailed and defined in the Development Agreement, including the costs, fees and expenses for improving certain portions of Lena Street

E. The Parties are in a position to proceed with the Lena Street improvements in accordance with the Development Agreement.

F. The Parties wish to enter into this Agreement outlining the implementation plan for the construction of the Lena Street improvements as further outlined herein.

PROJECT DEVELOPMENT and AGREEMENT

In consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged and accepted, the Parties hereby agree as follows:

1. **Scope of Improvements.** The Parties agree that the Lena Street improvements (hereinafter the “**Project**”) shall be in accordance with the plans (“**Approved Plans**”) attached hereto and incorporated herein as Exhibit A. The Parties shall not modify the Approved Plans unless mutually agreed upon by each Party, not to be unreasonably withheld.

2. **Budget.** The Parties have reviewed and approved an estimated budget for the Project dated November 24, 2021 (“**Preliminary Budget**”), attached hereto and incorporated herein as Exhibit

B. The Parties agree that the estimated cost of the Project pursuant to the Approved Plans is Eight Hundred Thirty-Nine Thousand Eight Hundred Dollars (\$839,800.00) (the “**Cost of the Project**”), which is reflected in the Preliminary Budget. The Parties shall not modify the Preliminary Budget unless mutually agreed upon by each Party, not to be unreasonably withheld. Notwithstanding the foregoing, the Parties acknowledge that the Preliminary Budget is only an estimate and the final budget is dependent upon the bids submitted in response to a Request for Bids and any project management costs.

3. **Deposit of Funds.** Pursuant to the Development Agreement, the Cost of the Project is to be borne Sixty Percent (60%) by the Property Owner, and Forty Percent (40%) by the Town. On or before March 7, 2022, (the “**Funding Deadline**”), the Owner shall tender the amount of Five Hundred Three Thousand Eight Hundred and Eighty Dollars (\$503,880.00) as its share of the Cost of the Project, which funds shall be deposited into escrow account held and maintained by the Town of Ridgway (“**Lena Street Improvements Escrow Account**”) and dedicated exclusively for use by the Parties in connection with this Agreement for the payment of the Cost of the Project. The Town shall likewise tender the amount of Three Hundred Thirty-Five Thousand Nine Hundred and Twenty Dollars (\$335,920.00) for its share of the Cost of the Project by the Funding Deadline, which shall be paid into the Lena Street Improvements Escrow Account. The Parties agree that the Cost of the Project and the amount deposited into escrow shall be adjusted based upon the acceptance of the lowest, responsible and responsive Bidder from the best qualified contractor and the Town’s estimate of project management, inspection and any work to be completed by force account.

4. **Implementation Plan.** The Parties agree upon the following proposed schedule and implementation plan for the Project:

i.	Town Issues the Bids Documents [see 3(a)]	February 8, 2022
ii.	Pre-Bid Meeting	February 23, 2022
iii.	Deadline for Bid submittal	March 3, 2022
iv.	Bid Opening	March 3, 2022
v.	Funding Deadline	March 7, 2022
vi.	Bid Awarding by Ridgway Town Council	March 9, 2022
vii.	Commencement of the work	Construction Season - 2022
viii.	Completion of the Work	On or Before 12/31/2022

a. **Bid Documents.** The following shall consist of the Bid Documents:

- [X] Agreement including General Conditions
- [X] Request for Bids and Instructions to Bidders
- [X] Bid Form
- [X] Measurement and Payment
- [X] Specifications
- [X] Drawings
- [X] Addenda – if any
- [X] Change Orders - if any

- [X] Written Interpretation of OR - if any
- [X] Performance Bond and Payment Bond
- [X] Notice of Award
- [X] Notice to Proceed

The Town shall provide the Property Owner with a draft of the Bid Documents, on or before the close of business, February 8, 2022. The Property Owner shall provide any comments on or before 12:00 PM MST on February 10, 2022.

- b. Advertising.** The Town shall post the Bid Documents on the Town website, shall advertise Project in Town's paper of record, the Ouray County Plaindealer, and, the Western Colorado Contractors Association. The Property Owner is welcome to circulate the Bid Documents to any other entity or contractor, inviting the same to submit a bid.
- c. Pre-Bid Meeting.** The Town shall hold a pre-bid conference on or about February 23, 2022. The Property Owner is encouraged to attend this conference. The Project Engineer shall conduct the pre-bid conference and shall address all questions presented during the meeting. The Project Engineer shall prepare a summary of the Pre-Bid Meeting and any addenda which is deemed appropriate by the Town, provided that the Project Engineer shall not unilaterally alter the scope of the work contemplated in the Approved Plans, and shall not unilaterally increase the Cost of the Project reflected in the Preliminary Budget nor the timing/scheduling of the work contemplated in this Agreement without the prompt approval of the Owner, which shall not to be unreasonably withheld.
- d. Bid Opening.** At the date and time listed in the Bid Documents, scheduled for March 3, 2022, the Town shall hold a public bid opening, and will announce the name of the bidder and their total bid.
- e. Bid Summary.** The Project Engineer shall prepare a detailed bid summary checking for mathematical errors on bids, and thereafter will notify the bidders if any of the totals read aloud at the bid opening are in error. The detailed bid summary will be a confidential document until after the award in case the Town elects to reject any, and all bids. Notwithstanding the foregoing, the Town will provide the detailed bid summary to the Property Owner for review and comment, provided the Property Owner keeps the bid summary confidential until after an award of Bid is executed.
- f. Reference Check.** The Town staff shall be responsible for checking the references of the apparent successful best qualified, lowest, responsible and responsive Bidder and the second lowest. The Town shall consult with the Property Owner about its experience with the Bidders. Town staff shall prepare a recommendation to the Town Council based on staff's review of the bids, reference checks, and any information provided by the Property Owner.

5. **Award of Bid.** Upon the Town Council authorizing its award of contract, Town staff shall issue a contract to the awardee and review the awardee's bonds and insurance before the Town Manager signs the contract on behalf of the Town. Property Owner shall have the ability to review the Town contract and provide comments to the same prior to it being provided to the awardee. Incorporating any comments from Property Owner shall be the sole responsibility, and election of the Town.
6. **Pre-Construction Meeting.** Prior to contractor commencing construction on the Improvements, a preconstruction conference shall be held with the Contractor, the Town representatives. The Town will notify the Property Owner who may elect to attend the preconstruction meeting. The Parties agree that work associated with the Project shall be coordinated with the Owner to correspond with the approved development of the improvements being undertaken by Owner on the Property. The Work associated with the Project has been coordinated with and approved by the Owner. Should the Town propose any changes to the Work on the easement on the Owner's property, the Town will coordinate those changes with the Owner.
7. **Inspection of the Improvements.** Town Staff and the Project Engineer shall work together to provide day to day inspection of the Project and construction process. After notice to the Town's project manager and consent of the Contractor, the Property Owner may observe the Project. Upon review of the Project, the Property Owner is to communicate only with the Town's representative or Project Engineer.
8. **Periodic Updates of the Project.** The Project Engineer shall provide project management as needed. At the end of each week the Town and the Contractor shall agree on quantities of work completed. At the end of each month the Town and Contractor shall prepare a request for payment. The Town will provide a copy of the request for payment from the Contractor and all other project invoices that are to be paid that month to the Property Owner before making any payments to the Contractor. The Town is responsible for managing and administering the work in a manner that keeps the Project on schedule in terms of the Approved Plans, the Preliminary Budget and this Agreement and shall notify the Property Owner in the event that work needs to vary from the Approved Plans, the Preliminary Budget and the timing indicated in this Agreement. The Parties shall meet and confer from time to time as necessary to discuss the potential for cost overruns and opportunities to control costs and otherwise avoid cost overruns.
9. **Project Meetings.** In the event it is needed, the Town and Contractor shall conduct any Project meetings. The Town shall notify the Property Owner of any prescheduled meetings, which the Property Owner is welcome to attend.
10. **Allocation of Payments.** The Town shall notify the Property Owner of its share of the Project expenses, and thereafter, three days after such notification, the Town shall deduct the Owner's share from the escrow account, which share of funds are consistent with this Agreement. In the event that the amount of the successful bid is higher than the Preliminary Budget, or if there are cost overruns for the Project that are reviewed and agreed upon as provided for in this Agreement, both Parties shall deposit their respective share of the Cost of the Project to cover said cost overruns into escrow.

11. **Project Completion.** When the Project is substantially completed, the Town, the Project Engineer and the Property Owner shall conduct an inspection of the project. Upon the completion of the Project, it shall be the responsibility of the Parties to deposit or allocate any remaining funds to cover the final payment to the Contractor and to compensate the Town for other Town incurred expenses related to the project

12. **Notices.** All notices, notifications and other communications required or permitted by this Agreement shall be in writing and shall be delivered by hand or sent by facsimile or email (with confirmation of receipt), to the Parties at their respective addresses.

13. **Dispute Resolution.** In the event of any dispute between the Parties arises in connection with this Agreement, the Parties agree to submit the matter to non-binding mediation or other such alternative dispute measure before filing any litigation claim. The Parties further agree that the non-prevailing Party, as determined by the mediator or adjudicator, shall pay to the prevailing Party, in addition to all sums that either Party may be called upon to pay, the prevailing Party's attorneys' fees (including the costs of in-house counsel) and costs related to prosecuting or defending the claim, whether or not an action is filed or prosecuted to judgment.

14. **Modification and Waiver.** No change, modification or waiver of any provision of this Agreement shall be valid or binding unless it is evidenced in writing, dated subsequent to the date hereof and signed by both Parties hereto. No waiver of any breach, term or condition of this Agreement by any Party shall constitute a subsequent waiver of the same or any other breach, term or condition.

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado, and venue shall lie exclusively in the courts located in Ouray County, Colorado.

16. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings regarding the subject matter hereof shall be of any force or effect unless in writing, executed by both Parties hereto and dated on or after the date hereof.

17. **Headings.** The headings used in this Agreement are for convenience of reference only and shall not be deemed to limit, characterize or in any way affect the interpretation of any provision of this Agreement.

18. **Severability.** In case any one or more of the provisions contained herein for any reason shall be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

19. **Warranties of Authority.** The Parties expressly warrant and represent to each other that they have the full right, title and authority to enter into this Agreement as provided herein, and that no approvals or consents of any other persons, entities or agencies are necessary to affect the same.

20. **Counterparts Signatures.** This Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, and any Party may execute this Agreement by signing any such counterpart.

21. **Review.** This Agreement has been carefully read by the Parties, the contents hereof are known and understood by the Parties, and it is signed freely by each Party executing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, intending it to be effective as of the Effective Date.

PROPERTY OWNER:

Lena Commons, LLC,
a Colorado limited liability company

By: _____

Date: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2022, by _____
as the _____ of Lena Commons, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

TOWN:

Town of Ridgway, Colorado,
a municipal corporation

By: _____

Date: _____

Printed Name: _____

Title: _____

ATTEST:

Town Clerk

STATE OF COLORADO)
) ss.

COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by
_____, Town Manager, Town of Ridgway, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

AGENDA ITEM #12



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: February 4, 2022
Agenda Topic: **Ridgway Area Chamber of Commerce presentation on marketing and promotion activities and financial status**

SUMMARY:

Ashley Perkins, Ridgway Area Chamber of Commerce (RACC) Executive Director, will attend Wednesday's meeting to 1) present their proposed 2022 Lodging Tax Budget (Attachment 1), 2) present their 2021 Year-End Financial Report (Attachment 2), 3) present their 2021 Annual Report (Attachment 3), and 4) answer any questions.

BACKGROUND:

In 1992, the Town's first Lodging Tax of \$1 per night per occupied room was adopted. In 2002, Ridgway voters approved changing the Lodging Tax to \$2 per night with half the revenues for tourism promotion and the other half for mitigating the effects of tourism and growth. In November 2015, the Ridgway electorate approved a ballot question changing the Town's Lodging Tax rate from \$2 per room per night to 3.5 percent per room per night. In addition, voters agreed that "up to 70% of the proceeds of the Lodging Tax be used for tourism promotion and economic development."

For many years, the Town has partnered with RACC to spearhead tourism promotion, economic development, and general marketing efforts as they have the experience, expertise and mission that enable it to effectively conduct those activities. Appended to this memo as Attachment 4 is the active Professional Services Agreement for marketing and promotion services between the Town and RACC that was approved and executed in February 2021. The term runs through December 31, 2023.

ATTACHMENTS:

- Attachment 1 – RACC Proposed 2022 Lodging Tax Budget
- Attachment 2 – RACC 2021 Year-End Financial Report
- Attachment 3 – RACC 2021 Annual Report
- Attachment 4 – Professional Services Agreement between Town and RACC

To: Town of Ridgway
From: Ridgway Area Chamber of Commerce
Subject: 2022 Lodging Tax Budget Request
Date: February 3, 2022

Dear Ridgway Town Council,

The Ridgway Area Chamber of Commerce (RACC) is pleased to present the following 2022 Lodging Tax Budget request. A year-end Lodging Tax P&L statement has been prepared along with this narrative, which reflects the final 2021 Lodging Tax expenditures. The 2022 RACC Annual Report provides the outline of our 2021 activities.

We are sharing the Lodging Tax Budget request of \$102,920 for 2022. This reflects a Lodging Tax projection of \$98,351. The 2021 surplus budget is \$15,419. Our projected 2022 budget is a reflection of the unforeseen and continual increase in Lodging Tax in 2021. Projecting annual budgets has become more challenging due to the unpredictability of annual Lodging Tax receipts along with the uncertain nature of the pandemic. Reserve budget is being saved for potential decreases in Lodging Tax receipts that could be a result of unexpected events (ex. pandemic, wildfires, etc.) in the future.

With a blend of conservation and a desire to progress in 2022, the RACC is planning to use this budget to support the full-time position of the Executive Director as well as content optimization opportunities for our website, Ridgwaycolorado.com.

The 2022 budget request will serve as the operating structure for the RACC's marketing plan for the coming year. It is designed so as to ensure that our organizational and community goals continue to be met and that Lodging Tax funds are leveraged to their maximum potential. As the Ridgway community continues to rapidly evolve, the importance of a local association to promote and protect the interests of the business community remains high. The proper execution of this budget and marketing plan will be led by the RACC Executive Director, staff and consultants, with support from the RACC Board of Directors. We also look forward to the continued input and support from local businesses and valuable partnerships including with the Town of Ridgway.

We are proud of where we have come in the year 2021, which we will highlight in our Annual Report. We continue to look forward to 2022, and hope that this upcoming year will be another great step in supporting our local business community. We appreciate and thank you for your partnership throughout this endeavor.

Sincerely,

Adam Dubroff

Adam Dubroff
Board of Directors President
Ridgway Area Chamber of Commerce



2022 Lodging Tax Budget

Projected 2022 Lodging Tax Budget = \$102,920 (\$98,351 projected 2022 Lodging Tax funds collected combined with surplus funds of \$15,419)

This is the summary of the budget request and categories. A more detailed narrative on each category can be found below:

Print Media and Advertising	\$5,270
Online Media and Advertising (including Social Media)	\$5,700
Visitor Center Operations and Upgrades	\$9,000
Website Upgrades and Operations	\$12,450
Visitor's Guide Fulfillment (including publishing and content)	\$6,000
Marketing Collaboration and Networking	\$2,000
Staff	\$50,000
Colorado Creative Corridor*	\$2,500
Visitor Center Redesign	\$3,000
Sustainable Tourism	\$1,000
Administrative	\$6,000
TOTAL:	\$102,920

*No grant funding is offered by the state. Funds will be used for the new website reserve for www.coloradocreativecorridor.com.

2022 Lodging Tax Budget Narrative

Print Media and Advertising (\$5,270)

Over the years we have shifted much of our focus away from traditional print advertising, beyond our Visitor's Guide; however, we will continue to seek some advertising opportunities with regional and/or state tourism outlets. Our limited budget requires us to be discerning with our advertising, although some of the publications we will consider:

- San Juan Skyway Magazine
- West of 105
- Colorado Life Magazine

Our goal is to continue to invest evenly across the Chamber's five marketing themes, which are meant to capture the various assets, activities and attractions that bring visitors to Ridgway.

We aim to increase regional awareness of Ridgway businesses through local news outlets. Budget will be used to continue to get articles placed in local news outlets including: the Ouray County Plaindealer and the Montrose Mirror.

Online Media and Advertising (including social media) (\$5,700)

RACC will continue to provide attention to online marketing and social media platforms that can help us to more effectively reach our targeted audiences. Again, for the year 2021, the CTO did not offer the \$10,000 Small Marketing Matching grant awards similar to the year 2020 due to the pandemic. Digital campaigns associated with the CTO Winter Marketing Co-op program ran through February 2021.

We continue to focus attention on growing our social media presence, which includes Instagram and Facebook. Instagram is positioned as a visitor-facing platform by using high-quality images across our five main marketing themes. Facebook is utilized to support local events, businesses and tourism-related opportunities.

Our quarterly visitor-focused e-newsletter will continue into 2022 with our leads from GoColorado.com plus email lead capturing features on the website. The e-newsletter allows us to better control content that goes to potential visitors including an emphasis on our marketing themes and off-peak season assets. We plan to integrate responsible travel messaging into the content to further support our low-impact and environmentally conscious travel messaging.

Visitor Center Operations (\$9,000)

We are expecting to open the Ridgway Visitor Center in May 2022. Again, in 2022, Ridgway is expected to be responsible for all operational costs. This includes operational expenses such as: utilities, cleaning, weekend staffing and financial support of our new Volunteer Coordinator. The Visitor's Center hours are TBD; however, it will be open from May to October.

Website Upgrades and Operations (\$12,450)

Although RidgwayColorado.com continues to perform well and has seen significant growth over the years, the RACC feels that we are now at a point where important improvements can be undertaken to help the site be more progressive in the year 2022. This dedicated increase in budget and investment will include: new and revised content that will align with high-performing keywords and SEO, and website reorganization to increase usability, visibility of local businesses and access for members to edit their content personally. Also, with our normal website, email and technology operations support, we will be seeking to further benefit from google business management opportunities and develop and implement ancillary content with partner Peak Media.

Visitor Guide Fulfillment (including Publishing and Content) (\$6,000)

For the second year, the RACC successfully created a Ridgway-centric 2022 Visitor Guide with our marketing agency partner, BCI Media. We plan to continue this publication and partnership with the support of BT Multimedia Communications for the year 2023 as well. This budget category includes content creation and editing, as well as fulfillment expenses. Costs include distribution of approximately 35,000 guides across the Western Slope, and digital exposure to approximately 100,000 online readers.

Marketing Collaboration and Networking (\$2,000)

This budget category will be allocated for select conferences and events that support improved regional and statewide collaboration as well as staff professional development and training. For 2022, we would like to send our Executive Director to the Colorado Governor's Tourism Conference as well as the Colorado Creative Industries Summit if the events take place in person.

Staff (\$50,000)

This reflects a large change in our budget since the RACC Board of Directors has made the decision to hire a full-time Executive Director for a lead staff role. Following the leadership from our previous Marketing and Membership Director Hilary Lewkowitz who left the RACC in September, the Chamber also wanted to fill a void of a part-time administrative staff member. Combining these two roles, the RACC created a full-time position offering it to previous Board Secretary Ashley Perkins. Ashley plans to continue to oversee the execution of our marketing plan, budget, contractors, partnerships, visitor center and other related projects.

- Executive Director—Ashley Perkins
- Online Content and Storytelling Consultant—Tanya Ishikawa
- Accounting and Bookkeeping—Middleton Accounting (Jane Pullium)
- Website and Technology Partner— Peak Media (Josh Gowans)
- Media and Design Partner—Sprout Design Studio (Nicole Greene)

All of the marketing projects and budget categories above will only be successful with sufficient professional time and attention. The board is in place to oversee the management of that staff and funding but not to execute the implementation of the programming.

Colorado Creative Corridor (\$2,500)

Since 2018, Ridgway has partnered with four other Colorado communities in the establishment of the Colorado Creative Corridor. The partnering communities include Carbondale, Crested Butte, Paonia and Salida. This collaboration will continue in 2022 with funds dedicated towards a reserve for the newly established website: www.coloradocreativecorridor.com.

Visitor's Center Redesign Project (\$3,000)

For the year 2022, the RACC plans to put a portion of our budget towards applying for the CTO Tourism Management Matching Grant offered in February. This grant would be an asset as we continue to work with the Town of Ridgway on the implementation of the Heritage Park and Ridgway Visitor Center Strategic Master Plan.

Sustainable Tourism (\$1,000)

For several years, the Chamber has been on a path to educate visitors on how to best enjoy our local resources and environment. The pandemic and related visitor trends reinforced the need for us to support the community by promoting awareness of responsible and sustainable tourism practices. Our communications and marketing efforts are increasingly incorporating messaging about ways to visit the Ridgway area that reinforce low-impact travel as well as providing benefit to our community.

We want to take the next step in this process by continuing to provide Leave No Trace training for our Visitor Center volunteers, promote Know Before You Go initiatives, and look into the RACC being involved possibly with the Adopt-a-Highway Program. We hope the Town will be supportive of these initiatives, our goal with these projects is to better understand and inform with our marketing and communication strategies.

Administrative (\$6,000)

In previous years the administrative fees that consist of accounting and bookkeeping were factored into the Visitor's Center Operations budget. However, we feel that it is important to itemize the cost of the administrative work that is needed to implement our entire annual marketing plan. Our marketing work cannot be completed without the administrative support of Middleton Accounting.



We look forward to continuing to build upon the organizational progress that was achieved in 2021. We would like to take this opportunity to thank the Ridgway Town Council and staff for their partnership in this important work on behalf of the local business community.

4:59 PM

02/02/22

Accrual Basis

ATTACHMENT 2

Ridgway Area Chamber of Commerce
Profit & Loss for Lodging Tax Class
 January through December 2021

	Jan - Dec 21
Ordinary Income/Expense	
Income	
Lodging Tax Income	93,704.83
Total Income	93,704.83
Gross Profit	93,704.83
Expense	
Advertising and Promotion	
Creative District Corridor	1,270.00
Online Media and Advertising	5,024.00
Print Media and Advertising	4,514.07
Visitor's Guide Fulfillment	5,862.50
Website Upgrades and Operations	5,868.75
Total Advertising and Promotion	22,539.32
Board of Directors Expenses	
Board of Directors Insurance	1,048.00
Total Board of Directors Expenses	1,048.00
Dues and Subscriptions	880.50
Open House for VC Remodel	502.34
Payroll Expenses	
Directors Wages	10,400.00
Hourly Wages	2,562.24
Payroll Taxes	1,322.09
Payroll Expenses - Other	83.29
Total Payroll Expenses	14,367.62
Postage	179.06
Professional Fees	
Tax	205.50
Accounting Fees	4,271.76
Total Professional Fees	4,477.26
Rent Expense	10.00
Subcontractors	22,188.00
Sustainable Tourism	729.78
Visitor Center Operations	
Electric	591.41
Licenses & Permits	25.00
Natural Gas	265.13
Office Supplies	922.55
Property & Liability Insurance	857.00
Repairs and Maintenance	1,953.21
Sales Tax License	16.00
Telephone and Internet	1,235.89
Trash	121.99
Volunteer Expense	514.54
Water & Sewer	957.00
Total Visitor Center Operations	7,459.72
Visitor Center Redesign	8,550.56
Total Expense	82,932.16
Net Ordinary Income	10,772.67
Net Income	10,772.67

2021 ANNUAL REPORT

RIDGWAY, COLORADO



Image: Val Szwarc

MISSION: PROMOTE BUSINESS, COMMUNITY GROWTH AND DEVELOPMENT IN THE TOWN OF RIDGWAY AND THE SURROUNDING AREA.



Image: Kane Schetdegger



Image: Tanya Ishikawa



Image: Todd Muchow



Image: Nature's Finest Images

FROM THE BOARD PRESIDENT

RIDGWAY AREA CHAMBER OF COMMERCE

The Ridgway Area Chamber of Commerce (RACC) Board of Directors is pleased to share this 2021 annual report. With the ongoing challenges of the COVID-19 pandemic, the Board continues to navigate, evolve and progress as a supportive entity for our Ridgway-area business community.

The RACC continued to actively participate in a variety of regional and local partnerships to ensure alignment with the greater community throughout the course of 2021. Groups and initiatives included: participation in the Stargazing Marketing Matching grant through the CTO i.e. Colorado Tourism Office, collaboration with the Ridgway Creative Main Street Group, monthly meetings with the Colorado Creative Corridor, and co-leadership of the Ridgway Visitor Center and Heritage Park Advisory Group this past spring.

During 2021, the Chamber navigated many transitions in the RACC Board of Directors as well as the staff.

In September 2021, the Ridgway Area Chamber of Commerce welcomed Ashley Perkins, previous Board Secretary, as its Executive Director. This was a new position created as a necessary progression for our nonprofit organization. Ashley has proven to be a great asset to the RACC in this position, showing that she is organized, detail oriented and skilled at working with a diverse group of people. She continues to bring a passion for conservation and sustainable tourism to our community. The Board would like to thank Hilary Lewkowitz, previous Marketing Director, for her time and valuable guidance with the RACC over the past three years.

In December 2021, RIGS Fly Shop & Guide Service co-owner Tim Patterson and Balance Medical Integration co-owner Jason Bojar stepped down from their roles as the RACC Board President and Vice President, respectively. For the upcoming 2022 year, I as well as musician David Nunn are excited to step into the chamber leadership roles following our predecessors' professional and honorable examples. We would like to take this opportunity to thank Tim and Jason for their service with the RACC.

We are pleased to continue to work with Middleton Accounting for all our financial operations and reporting, Buffalo Trails Multimedia for communications, Peak Media Company for website design and management, and Sprout Design Studio for graphic design.

We look forward to continued progress and partnership in 2022, all in an effort to support our local businesses and the community as a whole.

- Adam Dubroff

BOARD OF DIRECTORS



PRESIDENT ADAM DUBROFF

Adam Dubroff and his wife, Karen, have lived in Ridgway since 2000. Their son, Jacob, grew up here and graduated from Ridgway High School last year. Adam is the managing partner of the Ridgway Lodge and Star Saloon and worked previously for the Telluride Ski Resort in diverse capacities over 10 years. He is president of the Ridgway Booster Club and the Ridgway High School basketball team coach.



VICE PRESIDENT DAVID NUNN

David and his wife, Michelle, followed their lifelong dream to live in the Colorado mountains and moved to Ridgway with their two young boys 19 years ago. A career marketer having worked with the nation's largest direct marketing firm for decades, David now pursues his passion for playing guitar and performing, having played over 500 local gigs in the last few years.



TREASURER JANE PULLIAM

Jane Pulliam has been Board Treasurer since August 2020, providing quarterly financial reporting and a year-end report for review by the Board of Directors at the RACC annual budget retreat. Jane has lived in Ridgway for 23 years. She and her husband, Drake, owned Drakes Restaurant for 13 years. Jane has worked for Middleton Accounting for 16 years as a client accountant for a variety of businesses in the area. For the last five years, she has provided financial statements and daily bookkeeping for the RACC.



AT-LARGE MEMBER KANE SCHEIDEGGER

Born and raised in Ridgway, Kane Scheidegger graduated from art school in 2005. He shoots large-format, panoramic images of the San Juan Mountains and ski descents in the winter. He loves the outdoors and everything that comes with it, and he hopes to bring nature into homes through his larger-than-life prints. Kane previously sat on Ridgway's streetscape planning committee and feels he can offer some great creativity to the chamber to help it reach its goals.



PAST PRESIDENT TIM PATTERSON

Tim Patterson has made Ridgway home since 1998. Owner and founder of RIGS Fly Shop & Guide Service, a Ridgway-based business since 2001, Tim has a firsthand perspective on the town's evolving business community. He holds a degree in recreation management from Prescott College, and previously served on Ridgway Town Council, Planning & Zoning Committee, as well as on prior tenures with the Ridgway Chamber. Tim was the RACC President from 2020 to 2021.



PAST VICE PRESIDENT JASON BOJAR

Dr. Jason Bojar has been a resident and business owner in Ridgway for the last 15 years. He and his wife, Dr. Jessica Balbo, own and operate Balance Medical Integration, an integrative medical clinic with offices in Ridgway and Telluride-Mountain Village. Jason has appreciated the opportunity to serve as the Vice President on the RACC Board and his role in supporting local business vitality. He was a Board member for just under five years and served as the RACC Vice President for the past three years.

Thank you to Daniel Richards of Colorado Boy Brewery for serving on the RACC Board from May 2018 to May 2021, and Ashley Perkins formerly of Alpine Bank for serving from 2019 to 2021 as RACC Board Secretary.

2021 RIDGWAY VISITOR CENTER VOLUNTEERS

Annabel Clarke, Diane Hooper, Tanya Ishikawa, Joni Jacobs, Mary Peck, Irene Stith, Carol Turner and Jeanne Robertson

STAFF & CONSULTANT TEAM

The Chamber has developed an exceptional team of staff and contract partners to lead program implementation. This group of Ridgway-based professionals consists of individuals with strong connections throughout the community.



EXECUTIVE DIRECTOR ASHLEY PERKINS

Ashley grew up in upstate New York and has lived in the Ridgway area for the past 10 years. She transitioned into the role of Executive Director for the RACC in September 2021, after leaving her position as a customer service representative for Alpine Bank that she held for almost seven years. Ashley also served as Secretary of the Board since 2019. She truly loves the lifestyle of Southwest Colorado and when not at work she often enjoys getting outdoors with her dog, Reymi.



COMMUNICATIONS CONSULTANT TANYA ISHIKAWA

Tanya has spent her career writing and editing on various platforms, starting as a public relations professional in Tokyo, Japan. She has lived and worked in Ouray County since 2014. She is the part-time communications director for the Uncompahgre Watershed Partnership, writes and edits for magazines and websites, and produces videos for various clients. Her Chamber projects include the Annual Report, Visitor's Guide, website content, and news releases.



WEBSITE & TECHNOLOGY PARTNER JOSH GOWANS

Josh is founder of Peak Media Company, a marketing and technology consultancy based in Ridgway and specializing in open-source applications, website design, management and optimization, and CRM (Customer Relationship Management) solutions. Josh manages all aspects of the Chamber's website, from design to system administration and CRM development. He's particularly focused on optimizing the site's content and deploying a CRM for membership, event and contribution management.



MEDIA & DESIGN PARTNER NICOLE GREENE

Nicole is a graphic and web designer who loves to work with clients in a collective and creative process to help them to grow and thrive. Her boutique design firm is Sprout Design Studio, founded in 2006 and working with entities in the San Juan Mountains, throughout the United States, as well as internationally. Sprout grows ideas into successful brand identities with brilliant strategies and stunning results by giving businesses an integrated look and feel as well as building platforms that connect brands to their target audiences.

ACCOUNTANT JANE PULLIAM

Please see bio in Board of Directors section, page 5.

Many thanks to the following former staff members who served the Chamber for several years. We appreciate their valuable contributions to our organization and the community.



MARKETING DIRECTOR HILARY LEWKOWITZ

Also owner of Mountain Roots Consulting, Hilary has provided two decades of work in conservation and sustainable tourism development. Hilary's focus throughout her work with the RACC was to increase low-impact travel and economic opportunities in the off-peak season. She left the RACC to become the Destination Development Manager with the Colorado Tourism Office.



VISITOR CENTER MANAGER JEANNE ROBERTSON

Jeanne lived in Boulder for many years and would often come to camp and hike in the beautiful San Juans. Moving here in 2005 with her husband, Frank, Jeanne worked at the Visitor Center for four seasons and welcomed many to our area.

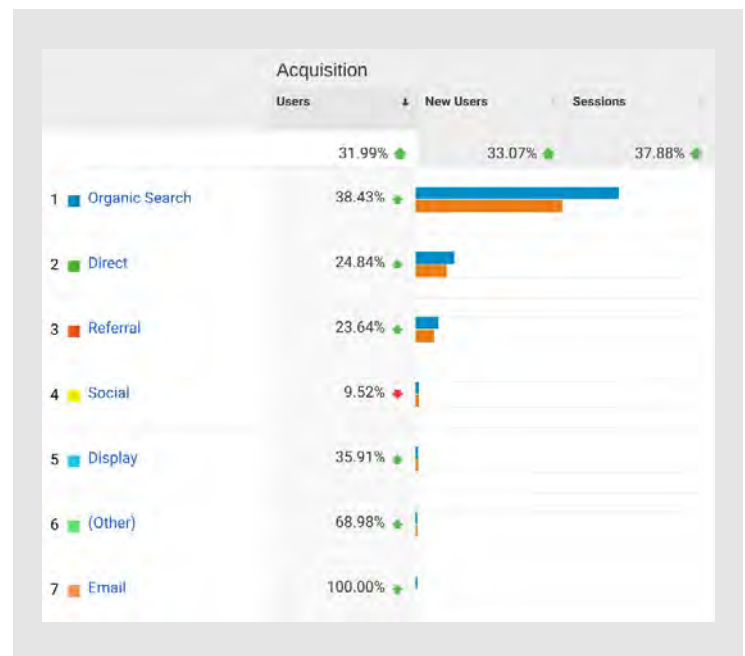


RidgwayColorado.com continues to be the #1 Google search result for keyword "Ridgway Colorado".

Similar to 2020, RACC staff in conjunction with website partner Peak Media Company focused heavily on site performance and content management during 2021. Work continues, however, we have been making incremental improvements to the site's design, reducing load times and generally improving pagespeed performance as it is increasingly a ranking factor for organic optimization.

From a content management perspective, most website work centered around revisions to current content with some new production in the areas of seasonal guides, itineraries, and ancillary content such as movie pages, trails, etc. Overall, the site saw significant growth in the number of keywords for which it ranks, climbing to just under 7,800 keywords (~ 140 rank in the first position, ~ 400 in positions 2 or 3, ~ 900 in positions 4 - 10). This resulted in 2.89 million impressions and 47,100 click throughs to the website in 2021.

Much of the keyword growth came in three primary areas: 1) around the new content produced (such as movies), 2) as variations to existing keywords, and 3) for local businesses. This last category is significant in that it means that the individual business pages on RidgwayColorado.com are, essentially, increasingly ranking for organic search. This is both positive for local businesses as well as the Chamber's website.



+ AUDIENCE METRICS

Overall site traffic climbed almost 32% over 2020, with new user growth climbing over 33%. As a source, organic search witnessed significant growth (consistent with overall trends) of 38% in total organic growth and 37% in organic growth for new years. In essence, more new users are finding the site via organic search and clicking through to it.

☒ Total impressions

1.54M

7/1/21 - 12/31/21

1.36M

1/1/21 - 6/30/21

Users

31.99%

63,761 vs 48,307

New Users

33.07%

63,179 vs 47,479

Sessions

37.88%

77,580 vs 56,265

Pageviews

103.36%

301,971 vs 148,491

Pages / Session

47.49%

3.89 vs 2.64

Avg. Session Duration

-25.74%

00:01:20 vs 00:01:47

Overall impression share (the number of times a search result linking to the Chamber's website is viewed in search results pages) grew 13% in the last half of 2021 over the first half, demonstrating continued growth in organic search as the primary channel driver for website traffic.



RIDGWAYCOLORADO.COM

SUMMARY OF WEBSITE IMPROVEMENTS

RidgwayColorado.com remains a critical and powerful asset to promote our business and nonprofit community.



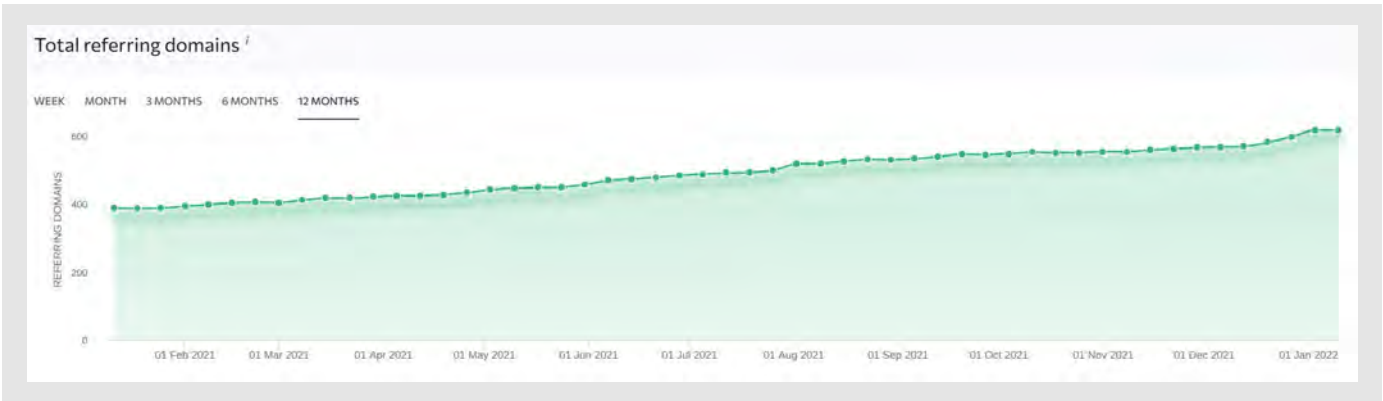
TOP PAGE PERFORMANCE

Excluding the homepage, top pages generating click throughs were focused on movie-related content, things to do, events, and accommodations. This is largely consistent with the recent past where the website has focused heavily on “things to do” as the primary interest driver for site visitors. Content revisions in 2021 focused on exposing local business pages more readily across other content as well as better cross linking related content. For example, exposing itineraries more clearly on key “things to do” pages.

Top pages	↓ Clicks	Impressions
https://ridgwaycolorado.com/movies/true-grit	13,317	750,847
https://ridgwaycolorado.com/	9,806	219,594
https://ridgwaycolorado.com/news-events/events	4,619	134,140
https://ridgwaycolorado.com/things-to-do	1,675	192,421
https://ridgwaycolorado.com/things-to-do/health-wellness/hot-springs	933	110,759
https://ridgwaycolorado.com/businesses/accommodations	743	91,047
https://www.ridgwaycolorado.com/movies/true-grit	736	23,141
https://ridgwaycolorado.com/things-to-do/outdoor-adventure/biking	631	9,673
https://ridgwaycolorado.com/plan-your-trip	563	234,622
https://ridgwaycolorado.com/movies/how-the-west-was-won	552	89,801

BACKLINK GROWTH

Overall backlinks (referring domains) witnessed a growth of 59%. While not the ranking factor they once were, backlinks are significant in that they convey overall site authority and are therefore ranking factors for organic searches. The continued growth of the website’s backlink profile indicates that it, as a site, is continuing to be more widely distributed and accessible (via search, referral, etc.) across the internet. Geographically speaking, nearly all states (except for Missouri and New Jersey) witnessed growth in traffic to the chamber’s site.



In sum, 2021 witnessed ongoing performance and content management efforts similar to 2020. Overall stats demonstrate that the strategy of focusing on organic optimization is working as the site continues to grow its impression share, its overall traffic and its geographic reach.

New and updated web pages on RidgwayColorado.com in 2021 included biking information with trail recommendations, hiking information with trail recommendations, dark sky tourism information with a stargazing itinerary, and many member directory pages.



SUSTAINABLE TOURISM



The RACC expanded its efforts to support the community by promoting awareness of responsible, sustainable tourism practices. Our communications and marketing strategies incorporate messages about ways to visit the Ridgway area that reinforce low-impact travel. A page devoted to responsible travel recommendations was updated for both the 2022 Ridgway Visitor's Guide and the Chamber [website](#). From hiring knowledgeable, local guides to following Leave No Trace (LNT) principles, we provide several useful tips alongside information about our local businesses and attractions.



Image: Val Szwarc

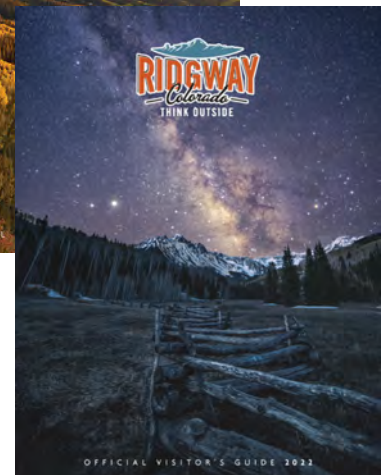
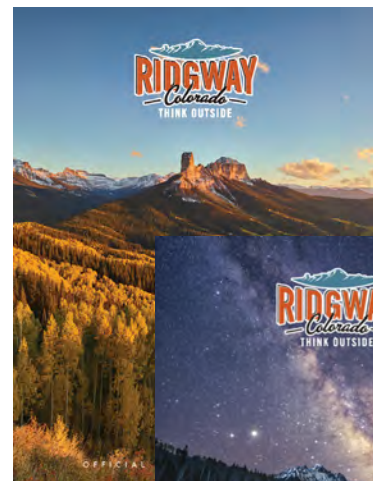
In July 2021, Visitor Center staff and Chamber members were offered a workshop by a LNT trainer, to better prepare participants to share LNT messaging with visitors.

Chamber staff also shared sustainable and responsible tourism marketing materials from the Care for Colorado campaign developed by the Colorado Tourism Office. Their consistent messaging is based on the idea that "Colorado's public lands are cherished by our community and visitors alike. Help us keep it that way by following the seven Care for Colorado principles when adventuring outdoors."

2021 & 2022 RIDGWAY VISITOR'S GUIDES

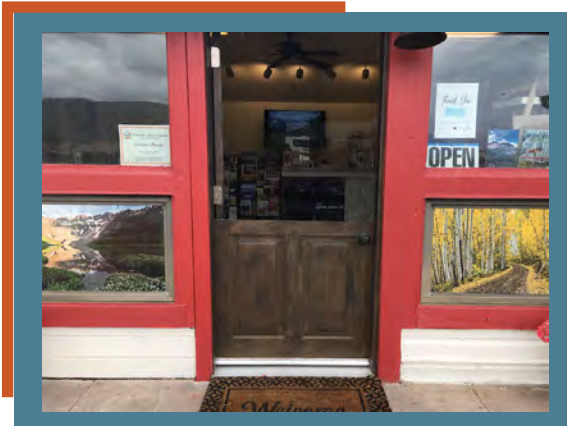
Distribution of the print and digital copies of the 2021 Ridgway Visitor's Guide began in January 2021, and an estimated 35,000 copies were distributed by the end of the year. The guide is organized by the five main marketing themes: Outdoor Adventure, Arts & Entertainment, Health & Wellness, History & Heritage, and Culinary Experiences, with the addition of four new themes developed in 2020: Shopping, Accommodations, Travel Services, and Professional Services. Plus, the digital version was again a gateway on [RidgwayColorado.com](#) for website visitors to sign up for visitor e-newsletters, increasing the RACC's direct marketing opportunities for members. The digital guide garners an estimated 100,000 views annually.

In autumn 2021, under the editorial leadership of Communications Consultant Tanya Ishikawa, the **2022 Guide** was created and designed for distribution starting January 2022. The 2022 welcome letter was written by dark-sky advocate Val Szwarc to highlight his efforts as a community member and a Top of the Pines (TOP) Board member in achieving recognition for local dark sky assets. In November 2021, TOP obtained designation as a Dark Sky Park from the International Dark-Sky Association, just a year and a half after the Town of Ridgway earned its designation. Photos in the guide again were outstanding with work from talented local photographers including Kane Scheidegger, Gary Ratcliff of Ouray Image, and Tony Litschewski of Nature's Finest Images.



VISITOR CENTER

AND HERITAGE PARK REDESIGN PROJECT



RIDGWAY VISITOR CENTER OPERATIONS

The Ridgway Visitor Center reopened in May 2021, with precautions for keeping volunteers and visitors safe during the continuing COVID-19 pandemic. The center is staffed mainly by volunteers, and many did not return in 2021 after the 2020 season closure and due to concerns over potential COVID-19 exposure from visitors. As a result, 2021 operating hours were limited to Thursday through Sunday, 10 a.m. to 4 p.m.

The safety of volunteers and visitors to Ridgway continued to be the number-one priority of the RACC Board and staff. A Dutch door was installed as the main entrance to allow the top of the door to be opened for increased air circulation as well as provide service through the door instead of allowing visitors inside, for those volunteers with greatest concerns. A plastic guard was installed at the guest services desk for those volunteers who were comfortable with visitors coming inside. Additional disinfection of countertops and the bathroom took place throughout the season, and antibacterial hand sanitizer and masks were provided.

The number of visitors who stopped at the center was 860 for the season, a definite decrease from past years due to the limited hours as well as the lack of the Railroad Museum displays as an attraction. True Grit Tour Guides also led tours each Friday morning starting at the center, with 45 guests for the season. When the center closed for the off-season in October, the Chamber reprinted and posted large-scale, window signs at the center with helpful visitor information based on the nine marketing themes. These signs also provide a QR code to access RidgwayColorado.com and direct readers to visit the website for details and comprehensive listings.

REDESIGN PROJECT

In February 2021, the Heritage Park and Visitor Center Redesign subcommittee was formed with the direction of the Town of Ridgway. Subcommittee members included representatives from Town staff and Council, RACC staff and Board, businesses, nonprofits, and the community. In meetings led by a facilitator and held from February to April, the subcommittee prioritized next steps for the redevelopment of buildings, parking spaces and visitor amenities, along with providing budget recommendations.

Improvements to the Ridgway Visitors Center occurred throughout the spring and summer of 2021 as the RACC contracted work for upgrades to the building such as painting the interior and exterior and the installation of new framing, doors, and carpeting in a new meeting space.

The RACC hosted an Open House at the Visitor Center in September, and invited community members to see the park landscaping and the phase-one renovations inside the center. A new conference room and meeting space has been furnished, and the Chamber will offer free use for Chamber members and request a small fee for non-members. The conference room registration system will be available in early 2022.



ONLINE + PRINT MEDIA

ONLINE AND PRINT PROMOTION AND MARKETING



Ridgway's Instagram followers grew by more than a third for the second year.

The Chamber coordinated co-op ads with local businesses in the 2021 San Juan Skyway magazine, distributed throughout Colorado.

The weekly community e-blast is now being sent out to 2,100-plus contacts. The visitor e-newsletter targets contacts across Colorado and the U.S., who subscribed when they requested a digital Visitors Guide link, and its audience has grown to 6,229 contacts.

The Chamber is continuing to develop its online presence on Facebook and Instagram. Since January 2021, our Instagram followers increased by a record-breaking annual amount from 2,179 to 2,979 (up 37%). In 2021, our Facebook followers increased from 2,158 to 2,327 (up 8%).

RACC staff met with Visit Montrose on a quarterly basis to support a digital marketing campaign focusing on regional tourism and emphasizing responsible travel through social media posts and emails.

The Chamber joined a statewide Shop Local campaign, providing strong online exposure for local businesses and nonprofits from December 2020 through March 2021.

The Chamber and member businesses continued to garner online and print media coverage in 2021. The most covered topic was dark sky tourism including Top of the Pine's designation from the International Dark-Sky Association and stargazing tourism trends.

SPECIAL MARKING OPPORTUNITY: NOEL NIGHT

The RACC staff took over the organization and planning of Ridgway's Noel Night in 2021, when the Ridgway Creative District and the original business organizers decided they didn't have the capacity. The event on the first Friday of December was promoted through newspaper ads and articles, Facebook posts, flyers, special e-blasts, a news post on RidgwayColorado.com, and lots of business-to-business networking. The Ridgway Creative District donated \$500 towards the cost of advertising. Customers were treated to holiday food and drinks, 10% to 50% discounts, as well as drawings, giveaways, games, and other specials at 30 businesses and nonprofits. Plus, the annual holiday market happened along with free music and dance performances, plus a visit and photo opportunities with Santa!



SAMPLING OF MEDIA COVERAGE

CLICK ON
HEADLINES
TO VIEW
ARTICLES



- + Montrose Mirror, Feb. 8, page 63:
Ridgway Chamber's Sustainable Tourism and Visitor Center Plans
- + Telluride Daily Planet, March 3:
Prime dark-sky territory
- + Montrose Press, March 26:
Ridgway Youth Volunteer & Career Fair Coming Up
- + Travel Awaits, May 10:
10 Charming Small Towns to Visit
- + Outside Online.com, May 31:
10 Great Hut-to-Hut Trips in the U.S.
- + Ouray County Plaindealer, Oct. 28:
Ridgway Chamber welcomes new director
- + Telluride Daily Planet, Nov. 19:
Experience the Night



STATEWIDE PROMOTION & OFF-SEASON MARKETING STRATEGY



Image: Kane Scheidegger

COLORADO STARGAZING AND CREATIVE CORRIDOR MARKETING

In 2021, the Chamber was directly involved with securing the \$20,000 match for the Colorado Stargazing Marketing Match Grant. As one of the newest members of **Colorado Stargazing: Experience the Night**, we help to promote Leave No Trace messaging that supports environmental awareness and responsible travel, and provide a unique way to market local businesses and nonprofits. The RACC, on behalf of the Town of Ridgway, approved a \$2,571 commitment for this grant. The Colorado Tourism Office (CTO) Marketing Matching Grant is \$40,000 with a \$20,000 match for a total of \$60,000 for the project and was an extremely competitive process.

The RACC continues to team with the Town of Ridgway and members of the Colorado Creative Corridor group for further promotion and grant collaboration opportunities for creative art communities around Colorado. We continue to value this initiative as part of our off-peak season promotion strategy.

2020-2021 COLORADO TOURISM OFFICE WINTER MARKETING

The RACC participated in the CTO Winter Co-Op Paid Media program. The program was funded by a \$1,500 investment from the RACC, and the CTO matched with \$2,000. Marketing efforts were focused during the winter season, from December 2020 through March 2021. Marketing deliverables included targeted email campaigns and targeted online banner advertisements. The campaigns received over 1 million impressions. Media drove 268 visits to RidgwayColorado.com. Ridgway was also featured in one direct email campaign sent to 640,000 subscribers with 144,000 opens, 12,000 clicks, and a 22.6% open rate.

COLORADO TOURISM OFFICE PROMOTIONAL OPPORTUNITIES

The RACC continues to seek out state grant-funded opportunities to help promote Ridgway as a year-round destination. CTO funding was used to support our off-peak season marketing strategy, with the goal of driving more economic opportunities during our slower seasons of October to May. Our partnership with the CTO allows the RACC to market Ridgway and our businesses on CTO-owned platforms, and vastly increase our digital marketing efforts. Online marketing garnered through this cooperation in 2021 included:

- Trip Ideas on Colorado.com: [Ridgway Trip Ideas](#)
- CTO Dec. 15 news release: [15 Ways to Explore the Magic of Winter](#)

COLORADO CREATIVE CORRIDOR

ITINERARY DEVELOPMENT & STATEWIDE PROMOTION



Once again the Ridgway Chamber teamed up with the Town of Ridgway and Ridgway Creative District to support the Colorado Creative Corridor project. The collaboration has been an ongoing initiative for the past five years. The majority of this work has been funded through a grant offered by the Colorado Tourism Office in previous years. The Colorado Creative Corridor is a 331-mile route that links the mountain towns of Carbondale, Crested Butte, Paonia, Ridgway, and Salida. Ridgway works with the four partner communities to promote visitor experiences through event programming and activities, and leaders meet once a month to discuss.

In January 2021, the Chamber provided \$1,250 in matching funds to continue with Ridgway's involvement in this project. We reduced our matching funds from the previous year due to the unknown impacts of COVID-19 on winter LOT (lodging occupancy tax) funds, while the Town continued to support at a \$2,500 match. One of the primary goals for marketing the Creative Corridor is to leverage this platform to market all Ridgway area businesses and nonprofits, especially during the off-peak season. We are excited for this project to keep bringing value to the business and creative economy for years to come, and look forward to this continuing to be an important example of the positive impact of Chamber/Town collaboration.

NEW WEBSITE

June 2021-December 2021
official launch of:

COLORADOCREATIVECORRIDOR.COM

2021 MARKETING SUCCESSES FROM PROMOTING RIDGWAY THROUGH THE COLORADO CREATIVE CORRIDOR

Web traffic:

- 4,245 user sessions
- 3,245 users
- 6,452 total pageviews
- average pages per session: 1.52
- average time per page: 2 minutes

Email marketing:

The creation of our Corridor website allowed us to capture email addresses from visitors who opt into our email database.

- 386 email addresses captured (over first seven months)
- Email open rate: 58% (much higher than industry average)
- Click rate on Ridgway content: 30% (also exceeds industry average)

Social media:

- Facebook: 520 likes; 5,763 viewer reach
- Instagram: 1,183 followers
- Google Ads: 274k impressions, 1,884 clicks

Major media coverage:

- Spoke + Blossom magazine article: [Sustainable Stays on the Colorado Creative Corridor](#)





MEMBERSHIP SERVICES

The Chamber Board and staff are excited to serve the business and nonprofit members of the Ridgway Area Chamber of Commerce.

CHAMBER MEMBERSHIP SERVICES

The Chamber is dedicated to providing value to our local business and nonprofit community by continuing to invest in marketing assets, as well as state and regional partnerships. Our core marketing assets include: the RidgwayColorado.com website, Ridgway Visitor's Guide, social media, Ridgway Visitor Center, print/digital advertising, and media relations, along with key partners that amplify our marketing efforts.

We continue to strive to bring additional visibility and credibility to our community's businesses and nonprofits. We believe that being a Chamber member increases positive perceptions about businesses and organizations among consumers and other business and nonprofit owners. We also assist in boosting our members' visibility in the community, increasing their networking opportunities, acquiring more potential customer referrals, having a voice in local government, and providing a way to advertise member promotions and events through our digital assets and local print media.

WEEKLY E-BLAST AND VISITOR E-NEWSLETTER

The Chamber continues to send out weekly community e-blasts every Monday, now to a list of targeted recipients that has grown to nearly 2,200. Email content includes the following sections: Member of the Month, Business Specials, Upcoming Events, Ridgway in the Media, and Save the Date. Job Board, winter Shop Local and RACC News and Updates sections are also included at times. The visitor e-newsletter was suspended for most of 2021 due to continued uncertainty about events related to COVID-19 conditions and a focus on other visitor-related activities. In late November, the Noel Night announcement featuring participating businesses and nonprofits was sent to the 6,229 visitor e-newsletter contacts.

MEMBER OF THE MONTH

The Member of the Month program continued to highlight chamber members across several marketing channels in 2021. Each month, one business or nonprofit is selected and promoted through: a news post on the chamber's website featured on the homepage for the month; a news release sent to the chamber's media list; announcements in four weekly e-blasts; and two Facebook posts. Afterwards, we provide members with a report of statistics on audience reach and links or attachments with all the coverage. Over the past year, the Member of the Month program was viewed in Chamber e-blasts more than 30,000 times, reached roughly 9,429 Facebook users, was picked up monthly by local news publications, and had 2,204 page views on RidgwayColorado.com.

YOUTH VOLUNTEER & CAREER FAIR

As local businesses struggled to find enough staff in 2021, the Volunteer & Career Fair at Ridgway Secondary School demonstrated a real benefit, introducing middle and high schoolers to jobs and providing employers and nonprofits with the opportunity to meet potential employees and volunteers. Information tables were staffed by representatives from eight nonprofits including members of the RACC and 10 companies, as well as the Ouray County Sheriff's Office, Ouray Police Department, Ouray County Emergency Medical Service, Ridgway Volunteer Fire Department, and National Guard. The fair is not only a valuable way to connect youth to professional and community service experiences that boost resumes and college applications but also allows students to practice important job-seeking skills.

SHOP LOCAL!

From November 2020 to March 2021, the Chamber developed and promoted a winter Shop Local campaign, providing information about member business hours, specials and other timely promotions on a dedicated web page on RidgwayColorado.com as well as the Small Business Development Center website. The same member information was also promoted in Facebook posts and a new section in the community e-blast. At the end of November 2021, the 2021-22 Shop Local campaign was kicked off with Noel Night promotions. Though the statewide campaign was not relaunched, the RACC brought back related social media posts, the special e-blast section, and the web page accessible from the News & Events tab on the Chamber's website. For both winter campaigns, a Shop Local banner was hung on the Sherman Street signs at Hartwell Park, encouraging commuters and travelers to stop and spend money.

MEMBERSHIP BENEFITS



Membership Benefits

		BRONZE	SILVER	GOLD
	ANNUAL MEMBERSHIP INVESTMENT *	\$125	\$195	\$250
WEBSITE	Unique business listing page with custom images, unlimited hyperlinks, including to website, Facebook, as well as unlimited text and tagging to site content related to your business.	✓	✓	✓
	Priority order appearance in website articles in which your business is tagged. May be listed in up to two business categories on website, when applicable.		✓	✓
	Featured business (large primary image) in your business category (Ex. Accommodations or Dining).			✓
VISITORS GUIDE	Business listing within the annual Ridgway Visitor Guide, with 35,000 print copies distributed and 100,000 print/online readers expected.	✓	✓	✓
	Ability to list your business or organization in up to two categories in business grid, when applicable			✓
	Discounted pricing on print ads in the annual Ridgway Visitor Guide, and digital targeted advertisement — a value of between \$185-\$1,200		✓	✓
VISITORS CENTER	Brochure rack space for business materials	✓	✓	✓
	Logo or image display during large screen TV video loop		✓	✓
	Video content displayed during large screen TV video loop			✓
E-BLASTS	Priority in business promotion in the Chamber's quarterly visitor e-newsletter to 6,000+ inboxes	✓	✓	✓
	Two weekly newsletter ads per year	✓		
	Unlimited newsletter ads per year		✓	✓
FACEBOOK	Two ad requests per year on RACC page with 2,100+ followers (non-boosted)	✓	✓	✓
	One boosted ad request per year on RACC page with 2,100+ followers (\$10 Value)		✓	
	Two boosted ad requests per year on RACC and One Ridgway pages with 1,900+ followers (\$20 Value)			✓
MARKETING	Special promotions such as Member of the Month		✓	✓
	Discounted co-op advertising opportunities in publications such as Colorado Life, San Juan Skyways, The Montrose Press (as available)	✓	✓	✓
	Priority in business promotion on Visit Colorado social media campaigns (150K followers) and Colorado.com (1.5 million unique visits per year), the #1 google search listing for "Colorado Vacations".	✓	✓	✓
FRIENDS OF THE CHAMBER MEMBERSHIP - \$75: A membership for our individual, non-business RACC backers. All funds from this level of membership go to projects such as beautification and gardening at the Ridgway Visitors Center and the Ridgway Youth Apprenticeship program.				

NOTES:

* A Bronze level 501(c)3 nonprofit receives Silver level benefits and Silver level nonprofits receive Gold level benefits.

Thank you for your support!

150 RACECOURSE ROAD / PO BOX 544 RIDGWAY, CO 81432 • 970-626-5181 • RIDGWAYCOLORADO.COM

Also, find Member Benefits at <https://ridgwaycolorado.com/about/member-benefits> and online, easy-and-secure enrollment at <https://ridgwaycolorado.com/about/become-a-member>

FINANCIAL MANAGEMENT

HOW WE MANAGE OUR RESOURCES



Healthy reserves will remain important for responding to unpredictable events in the future.

For 2021, the RACC managed a Town-approved budget of \$74,400. This budget request was based on projections following the unpredictable year of 2020, and the impacts of the COVID-19 pandemic in association with Lodging Occupancy Tax (LOT) receipts for Ridgway.

With the net income of \$10,722 in 2021, we will be carrying over \$15,419 in total reserves from 2021 to 2022, which will be reflected in the 2022 budget request to the Town of Ridgway at our annual review in February. Managing a reserve and a steady increase in LOT funds continues to be both a challenge and an opportunity for the chamber. Responsibly carrying over a reserve remains important to the RACC in the event of unpredictable and potential impacts on our community such as pandemics and wildfires.

Additionally, we look to use our reserve in efforts to continue to evolve the organization with caution for 2022. Goals include, but are not limited to, planning to use this budget to support the full-time employment of the Executive Director, as well as content optimization opportunities for our website, RidgwayColorado.com. The RACC also hopes to be involved in a number of CTO grant funding opportunities for the upcoming year, and continue to play a part in furthering responsible economic growth and development.

As a reminder, the vast majority of lodging tax receipts are not received until the latter half of each year, thus making reserve funding necessary for operations during the January-June period.

Lodging tax receipts are used exclusively for Ridgway marketing and promotion activities.

Since 2018, we have outsourced all of our accounting and financial reporting to Ridgway-based Middleton Accounting & Consulting. We have received exceptional service from Middleton Accounting, and their partnership continues to support the organization's financial management and reporting structures.

The accompanying financial report comes directly from QuickBooks, and reflects a detailed P&L statement for the LOT (i.e. marketing) budget for 2022.

<div> <div>4:59 PM</div> <div>02/02/22</div> <div>Accrual Basis</div> </div>		<div> <div>Ridgway Area Chamber of Commerce</div> <div>Profit & Loss for Lodging Tax Class</div> <div>January through December 2021</div> </div>	
		Jan - Dec 21	
Ordinary Income/Expense			
Income			
Lodging Tax Income		93,704.83	
Total Income		93,704.83	
Gross Profit		93,704.83	
Expense			
Advertising and Promotion			
Creative District Corridor	1,270.00		
Online Media and Advertising	5,024.00		
Print Media and Advertising	4,514.07		
Visitor's Guide Fulfillment	5,862.50		
Website Upgrades and Operations	5,868.75		
Total Advertising and Promotion		22,539.32	
Board of Directors Expenses			
Board of Directors Insurance	1,048.00		
Total Board of Directors Expenses		1,048.00	
Dues and Subscriptions	880.50		
Open House for VC Remodel	502.34		
Payroll Expenses			
Directors Wages	10,400.00		
Hourly Wages	2,562.24		
Payroll Taxes	1,322.09		
Payroll Expenses - Other	83.29		
Total Payroll Expenses		14,367.62	
Postage	179.06		
Professional Fees			
Tax	205.50		
Accounting Fees	4,271.76		
Total Professional Fees		4,477.26	
Rent Expense	10.00		
Subcontractors	22,168.00		
Sustainable Tourism	729.78		
Visitor Center Operations			
Electric	591.41		
Licenses & Permits	25.00		
Natural Gas	265.13		
Office Supplies	922.55		
Property & Liability Insurance	857.00		
Repairs and Maintenance	1,953.21		
Sales Tax License	16.00		
Telephone and Internet	1,235.89		
Trash	121.99		
Volunteer Expense	514.54		
Water & Sewer	957.00		
Total Visitor Center Operations		7,459.72	
Visitor Center Redesign		8,550.56	
Total Expense		82,932.16	
Net Ordinary Income		10,772.67	
Net Income		10,772.67	



2022 PLANS

In 2022, the Ridgway Area Chamber of Commerce will continue to manage and increase Chamber membership, and focus communication strategies on responsible and sustainable tourism and promotion of the off-peak season.

The Ridgway Area Chamber of Commerce will keep building upon the successes of the past five years. Goals in 2022 include, but are not limited to, continuing to manage and increase Chamber membership, focus communication strategies on promoting responsible and sustainable tourism, and emphasize off-peak season promotional marketing. We will continue to engage with the Colorado Tourism Office (CTO) and regional partners to further amplify and support these efforts.

Staff will collaborate with CTO and VistaWorks on the Colorado Stargazing: Experience the Night grant project. The list of priorities include updating the webpage, updating the media guide, managing social media, bringing in journalists and influencers, promoting workshops and events, and creating stargazing resources for all participating locations.

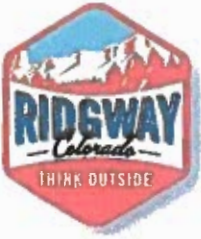
Chamber plans for 2022 also include collaboration with Peak Media Company to streamline RidgwayColorado.com with the end goal being to further increase traffic to our website as well as making it more accessible for the Ridgway business community to share information. This will help local organizations as well as visitors to our area.

The annual Visitor's Guide will be updated at the end of the year, keeping a similar layout, activity themes and Ridgway-centric focus, while adding new business and event information. Responsible travel messaging will be further developed and weaved into the narrative including Ridgway's stargazing opportunities and Leave No Trace principles.

We thank all of our members, the Town of Ridgway, our staff, contractors, volunteers, partners, and the local business community at large for your continued support and partnership. We look forward to a safe and productive 2022.



Image: Nature's Finest Images



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

PROFESSIONAL SERVICES AGREEMENT: Ridgway Marketing and Promotions

THIS AGREEMENT is entered into as of this 10th day of February, 2021, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and the Ridgway Area Chamber of Commerce, hereinafter referred to as "Contractor".

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

1. SCOPE OF SERVICES

Contractor agrees to perform services in accordance with the Scope of Consulting Services attached hereto as Exhibit "A" and incorporated herein by this reference. Any material changes to Exhibit A and Budget shall be submitted to the Town Council in writing for approval prior to any change.

2. TIME OF COMPLETION

The services to be performed pursuant to this Agreement by Contractor shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be continued until December 31, 2023, unless terminated prior.

3. PROFESSIONAL RESPONSIBILITY

Contractor shall be responsible for the professional quality, timely completion and coordination of all services as outlined in Exhibit A and shall without additional compensation promptly remedy and correct any errors, omissions or other deficiencies. Contractor is solely responsible for the timing, means and methods of performing the work. Contractor shall meet or exceed industry standards applicable to the services and shall provide for all training and education needed and provide all tools necessary to perform the services. Contractor shall comply with all applicable laws.

4. RELEASE AND INDEMNIFICATION

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys'



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fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

5. **PAYMENT**

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor 70% of the lodging tax revenues received in fiscal years 2021-2023, for services as described in Exhibit A. Payment shall be made on a monthly basis and upon collection and receipt of lodging tax funding by the Town. Contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager.

6. **TOWN REPRESENTATIVE**

The Town hereby designates its Town Manager, or his designee, as its representative and authorizes him to make all necessary and proper decisions with reference to this Agreement.

7. **INDEPENDENT CONTRACTOR**

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

8. **ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party.

9. **INSURANCE**

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

Contractor shall procure and maintain the minimum insurance coverages listed below, and provide proof to the Town. Such coverages shall be procured and maintained with forms and insurers acceptable to Town. All coverages shall be continuously maintained from the date of commencement of services hereunder.

- A. Worker's Compensation insurance as required by State Statute and Employer's Liability Insurance covering all of Contractor's and any subcontractor's employees acting within the course and scope of their employment. If Contractor is an individual and has no employees and claims an exemption, proof of such exemption shall be provided to the Town.



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Contractor will maintain General Liability Insurance.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended.

10. **BREACH AND TERMINATION**

All terms and conditions of this Agreement are considered material and failure to perform any of said conditions can be considered a breach of this Agreement. In such event, either party may notify the other of the breach, in which case there shall be a thirty-day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days. If the breach is not cured the non-breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.

Either party may terminate this contract by giving 60 day written notice to the other. In the event of termination of this contract, Contractor shall immediately repay to the Town any amounts not committed or expended, which it has received from the Town and shall conduct no further activities pursuant to this contract. Likewise, the Town will still reimburse Contractor for any amounts committed or expended in accordance with Exhibit A.

11. **MISCELLANEOUS**

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property. This contract shall be construed subject to Colorado Law.

12. **DATE**

This Agreement is dated February 12 2021.

13. **EMPLOYMENT OF "ILLEGAL ALIENS"**

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

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.



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- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS §8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS §8-17.5-102(5).
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC §1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.



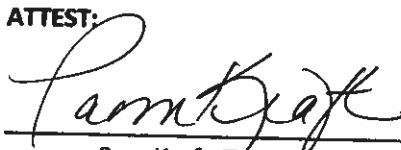
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14. **APPROPRIATION REQUIRED**

This Agreement shall NOT be construed to constitute a debt of the Town beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Town.

TOWN OF RIDGWAY

By 
John Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

CONTRACTOR: Ridgway Area Chamber of Commerce

By 
Tim Patterson, President



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

CRS 8-17.5-102 Certification

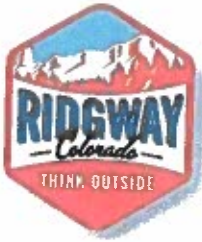
Name of Project: **Ridgway Marketing and Promotions**

Date: 2-12-21

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

CONTRACTOR: Ridgway Area Chamber of Commerce

By: 
Tim Patterson, President



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EXHIBIT A: Scope of Services

WHEREAS, the Ridgway Town Council ("Town") has levied a Lodging Tax upon the business of furnishing rooms or accommodations for consideration in a hotel, motel, apartment hotel, lodging house, motor hotel, guest house, or other similar lodging businesses in the amount of 3.5% of the entire amount charged for furnishing the room or accommodations, and

WHEREAS, Ordinance No. 01-2016 states that seventy percent of the net lodging tax revenues received by the Town shall be used for tourism promotion and economic development purposes, and

WHEREAS, the Town has determined that the Ridgway Area Chamber of Commerce ("Chamber") has the experience, expertise and mission to enable it to effectively conduct activities related to the above referenced purposes pursuant to this Contract with the Town, and the Chamber has presented the Town Council with a summary of detailed expenditures for the prior year and planned budget and expenditures for the current year that are acceptable to the Town, and

WHEREAS, the Chamber intends to operate a Visitor Center within the Town of Ridgway for the purpose of welcoming visitors and tourists and providing information and resources to the public for the benefit of all local businesses, residents and the Ridgway area, and

WHEREAS, the Chamber agrees to submit quarterly written financial reports to the Town, describing its activities during the prior three (3) months, including itemized expenditures of Lodging Tax funds for the quarter. The reports are to be submitted by the 5th day of April, July and October each year. The Chamber also agrees to bi-annual presentations to the Town Council describing its activities during the prior six (6) months. The first presentation shall take place at the July 14, 2021 regular meeting of the Ridgway Town Council. At the end of 2021, prior to February 15, 2022, the Chamber will provide to the Town an itemized year-end financial report of all Lodging Tax expenditures, as well as a Lodging Tax Report listing the accomplishments of that year. In addition, prior to February 15, 2022, the Chamber will deliver a presentation to the Town Council describing its activities during the prior fiscal year. The same general timeline and reporting and presentation requirements shall apply for 2022 and 2023.

WHEREAS, the Town may request, at the expense of the Chamber, a formal financial review and an official audit, by an independent outside auditor, of all finances related to public dollars, and the Chamber shall provide any financial documentation requested by the Town pertaining to Lodging Tax funds, and

WHEREAS, the Town and Chamber agree that a designated Town Council/Chamber Board liaison will be important to ensure beneficial communication, feedback and support for both the Town and Chamber in the administration of this Contract and expenditure of public funds, and both entities will work together to support this liaison in their efforts, and



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WHEREAS, the Town and Chamber desire to work cooperatively with each other, and other community entities and organizations, to develop economic development strategies that benefit the community and Ridgway area, and the Chamber is committed to supporting the Town's efforts in economic development, and

WHEREAS, the Chamber desires and agrees to market and promote the community and economic development initiatives of the Town in 2020, including but not limited to: Love Your Valley Festival and the Space to Create project, and

WHEREAS, the Town recently updated the Town's Master Plan and the Chamber was an active participant in that process in 2018 and 2019, and both parties desire to work together and commence implementation items related to marketing services as a result of the plan update, and

WHEREAS, the parties shall strive to provide each other with timely notification via email of all meetings, events, projects and collaborations on which the parties have mutually agreed to participate on, with notices sent to:

Ridgway Town Hall
PO Box 10
Ridgway, CO 81432
pneill@town.ridgway.co.us

Ridgway Area Chamber of Commerce
150 Racecourse Road
Ridgway, CO 81432
raccadmin@ridgwaycolorado.com

NOW THEREFORE, the Town and Chamber agree to the preceding Scope of Services for this contract.

AGENDA ITEM #13



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: February 3, 2022
Agenda Topic: **Review and action on Lease Agreement between the Town of Ridgway and Ridgway Community Garden for the use of a portion of the Green Street Park as a Community Garden**

SUMMARY:

Ridgway Community Garden (“RCG”) is requesting a long-term lease of the 1.1-acre parcel at Green Street Park where they have operated a community garden since 2019. The current lease agreement expires on February 17, 2022. Attached for Council’s review and consideration is a new Lease Agreement between RCG and the Town (Attachment 1). A request letter and slideshow presentation that were prepared by Agnieszka Przeszlowska, RCG Board President, are also attached (Attachments 2 and 3, respectively).

BACKGROUND:

The Town entered into a Lease Agreement with the Southwest Institute for Resilience, an incorporated 501(c)(3) Non-Profit Corporation, doing business as the Ridgway Community Garden, on February 17, 2016. Pursuant to that Agreement, the lease term was extended on March 5, 2019 to February 17, 2022 by way of a document titled “Extension of Lease Agreement: Ridgway Community Garden.” On February 10, 2021, an “Addendum to Lease Agreement” was executed, allowing RCG to sublease a portion of the area they currently lease to the Ridgway Community Apiary.

With the lease expiration date quickly approaching, RCG is requesting a long-term lease extension. RCG recently received approval by the Internal Revenue Service as a 501(c)3 tax exempt organization. RCG is now able to enter into a lease agreement as a recognized non-profit organization and is requesting at least a 10-year lease term.

On January 19, 2022, Agnieszka Przeszlowska, RCG Board President, attended a Ridgway Parks, Trails and Open Space Committee meeting to present on RCG operations and activities and to solicit input from the Committee on the idea of the Town entering into a long-term lease. There was unanimous support for a long-term lease.

STAFF RECOMMENDATION:

From Town staff’s perspective, RCG has been a wonderful partner and steward of the leased premises and the community garden is a great Town amenity. RCG’s education efforts and the partnerships they’ve established are impressive. Staff is not aware of any major issues that have arisen at the community garden and RCG has adhered to all lease provisions since the community garden was opened in May of 2019. With that, staff recommends Council consider leasing the premises for a term of 20 years.

RECOMMENDED MOTION:

“I move to approve the Lease Agreement between the Town of Ridgway and Ridgway Community Garden for the use of a portion of the Green Street Park as a Community Garden, with a term of 20 years.”

ATTACHMENTS:

Attachment 1 – Lease Agreement
Attachment 2 – Lease Renewal Request Letter
Attachment 3 – RCG Presentation

LEASE AGREEMENT

THIS LEASE is entered into effective the ____ day of February 2022 between the **RIDGWAY COMMUNITY GARDEN**, an incorporated (501(c)(3) Non-Profit Corporation, ("Tenant") and the **TOWN OF RIDGWAY**, ("Landlord"), as follows:

WHEREAS, the Landlord owns property referred to as the "Green Street Park" as dedicated to the Town in the Agreement and Declaration of Covenants recorded in the Ouray County Records at Reception Number 180716 on April 17, 2003 and as shown on the Plat of Boundary Agreement and Dedication recorded at Reception Number 187041 on January 21, 2005; and

WHEREAS, the Parties mutually desire to enter into an agreement to lease a portion of the Green Street Park to the Tenant for a Community Garden; and

WHEREAS, the Landlord desires to cooperate with the Tenant on the continued operation of a community garden for recreational and food production purposes, and other benefits to the inhabitants of Ridgway and Ouray County, and

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

1. Description of Premises:

The Landlord hereby agrees to lease to the Tenant, subject to the terms and conditions of this Agreement, that portion of Green Street Park, which is shown on **Exhibit A** hereto, which shall henceforth be referred to in this Agreement as "the premises". Tenant accepts the premises in its existing condition. Landlord makes no representations or warranty about the suitability of the premises for a garden, or the Landlord's title or authority to enter into this lease.

2. Term of Lease:

The term of this Lease shall be for a period of 20 years from the effective date first above written, subject to renewal or termination of the Lease in accordance with the provisions of this Lease. Notwithstanding the term of this Lease, any monies appropriated by the Landlord hereunder are subject to annual appropriation and approval by the Town of Ridgway, and this is not a multiyear fiscal obligation of the Landlord.

3. Consideration:

In consideration of this Lease, Tenant shall continue to operate a community garden on the premises in accordance with the terms and conditions of this Lease

and maintain a Master Plan and Management Plan mutually agreeable to the Landlord and Tenant.

4. Miscellaneous Provisions:

- A. Tenant agrees to maintain all improvements upon the premises in good repair and Landlord shall have no monetary obligation whatsoever to maintain the premises or to maintain any access thereto, all of which shall be maintained solely at Tenant's expense. Tenant shall maintain the premises reasonably free from unsightly debris or accumulations of trash, and the like, and in compliance with the standards set by Town of Ridgway junk, weed, litter and nuisance ordinances.
- B. The premises shall be used only as a community garden. Tenant's use of the premises shall conform to all applicable laws, ordinances, and regulations of the United States of America, the State of Colorado, the County of Ouray, and Town of Ridgway.
- C. The Parties state and agree that any permanent improvements currently located on the premises have always been, and shall remain, the sole property of the Landlord throughout the term of this Lease.
- D. No additional improvements shall be constructed on the premises without the express written permission of Landlord.

5. Termination of Lease:

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

- A. Dissolution, insolvency or bankruptcy of the Tenant or Tenant's vacancy of the premises;
- B. The foreclosure and sale of the leasehold interest resulting from any lien that is not satisfied and paid by Tenant;
- C. A material breach of any of the obligations of Tenant under this Lease, unless the said breach is cured within the time provided in Paragraph 5(E) below;
- D. Any unauthorized use of the premises, if the said breach is not cured within the time provided in Paragraph 5(E) below;
- E. In the event the Landlord wishes to terminate this Lease pursuant to the provisions of Paragraphs 5(C) or 5(D), written notice of the intent to

ATTACHMENT 1

terminate shall first be given to the Tenant by certified mail, return receipt requested, at the address of the Tenant stated below, or at any other subsequent address given to the Landlord in writing. Said notice shall provide a clear statement of the reasons for termination. The Tenant shall then have a period of 30 days from the date or receipt of said notice within which to cure the default which forms the basis of the notice of termination, and in the event such cure is timely made by Tenant, the Lease shall remain in full force and effect.

- F. The Tenant may terminate this Lease upon 90 days written notice to Landlord.
- G. The Landlord may terminate this Lease upon 90 days written notice to Tenant.

6. Disclaimer of Landlord of any Liability for Liens:

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

7. Access to and use of the Property:

- A. The Landlord shall have the right to enter upon or across the leased premises or to cross such premises at any and all times and may authorize any of its officers, agents or employees to do so also.
- B. The Landlord shall also have the right to inspect the inside of any of the buildings or improvements on the premises at any reasonable time by making prior arrangements with Tenant.
- C. Landlord reserves easements for existing Landlord owned and public utility facilities on the Leased premises. Landlord shall have the right to install additional utility facilities on the leased premises or authorize other utility providers to do so, provided that such new facilities will not unreasonably interfere with Tenant's use of the premises.

8. Taxes and Utilities:

- A. In the event any ad valorem, real or personal property taxes or payments in lieu thereof, or any other taxes, are due or assessed upon the leased property or any improvements thereon, the payment of such taxes shall be the sole obligation of the Tenant. In the event the Landlord receives any tax notices, it shall deliver them to the Tenant for payment.
 - B. Tenant shall promptly pay as due all bills for utilities to serve the premises.
9. Insurance and Indemnification:

9.1 Indemnification:

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

9.2. Insurance:

ATTACHMENT 1

- A. The Tenant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Tenant pursuant to Paragraph 9.1. Such insurance shall be in addition to any other insurance requirements imposed by this Lease Agreement or by law. The Tenant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Paragraph 9.1 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- B. Tenant shall procure and maintain, and shall cause any contractor of the Tenant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Landlord. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Tenant pursuant to Paragraph 9.1. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - i. Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work for Tenant.
 - ii. Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.
- C. The policy required by paragraphs (B)(ii) above shall be endorsed to include Landlord and Landlord's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by Landlord, its officers, or its employees, or carried by or provided through any insurance pool of Landlord, shall be excess and not contributory insurance to that

ATTACHMENT 1

provided by Tenant. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Tenant shall be solely responsible for any deductible losses under any policy required above.

- D. A certificate of insurance shall be completed by the Tenant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by Landlord prior to commencement of the Lease. The certificate shall identify this Lease and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to Landlord. The completed certificate of insurance shall be sent to Landlord.
- E. Failure on the part of the Tenant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Landlord may immediately terminate this contract, or at its discretion Landlord may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by Landlord shall be repaid by Tenant to Landlord upon demand, or Landlord may offset the cost of the premiums against any monies due to Tenant from Landlord.
- F. Landlord reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
- G. The parties hereto understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado, Governmental Immunity Act, {2440401 et seq., 10 C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.
- H. Tenant shall have the premises including all structures and improvements on the premises covered by Tenant's fire and casualty insurance policies including Landlord as an additional insured therein and provide Landlord with a certificate of such insurance. Tenant shall be responsible for all losses to Tenant's

property including losses not covered due to said policy's deductible, or for losses outside the scope of such policy's coverage and hereby waives any claim against Landlord for such losses.

10. Waiver:

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

11. Notices:

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

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

Ridgway Community Garden
P.O. Box 635
Ridgway, CO 81432

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

12. Sublease:

Tenant may neither sublease nor assign its interest hereunder, except the Tenant may sublease a portion of the premises to the Ridgway Community Apiary, or other agency approved by the Landlord. This Lease shall be binding upon the successors and assigns of the Parties hereto. It will be binding on any sub-Tenants.

13. Financial Obligation:

Nothing herein shall be construed to create a financial obligation of the Landlord beyond any current fiscal year. Landlord may not make any expenditures or provide water under this Lease unless an annual appropriation therefore has been adopted by the Ridgway Town Council.

14. Reporting:

Tenant shall submit to Landlord by October 31 each year, an annual report

describing operations and other matters for the garden season containing such information as may be outlined in the Management Plan. In addition, prior to the end of each calendar year, Tenant shall deliver a presentation to the Ridgway Town Council describing its activities during the calendar year.

15. Improvements:

Improvements, alterations, and installations of a permanent nature on the premises shall not be removed by Tenant at the termination of this Lease Agreement. Equipment and property placed by Tenant at its expense in, on, or about the premises, including fixtures temporarily affixed to the premises but which may be removed without damage, shall remain the property of Tenant, and Tenant shall have the right to remove all such equipment, property, and temporary fixtures and shall so promptly remove at the termination of this Lease.

16. Weed Management:

Tenant shall adhere to the Town of Ridgway's Noxious Weed Management Policy and the protocols outlined in the 2011 Town of Ridgway Integrated Weed Management Plan.

17. Water Conservation:

Any water conservation restrictions or requirements imposed by the Landlord shall be strictly applied and enforced by Tenant on the premises.

18. No Third-Party Beneficiaries:

It is expressly understood and agreed that enforcement of the terms and conditions of this Lease Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Landlord and Tenant, and nothing contained in this Lease Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Landlord and Tenant that any person other than the Landlord or Tenant receiving services or benefits under this Lease Agreement shall be deemed to be an incidental beneficiary only.

19. Amendments:

No amendments to this Lease Agreement may be made except in writing, agreed to by all parties to this Lease Agreement, and approved and executed in the same manner as this Lease Agreement.

20. Venue and Governing Law:

This Lease Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado. Venue for any and all legal actions arising hereunder shall lie in Ouray County, Colorado.

21. Integration:

This Lease Agreement is intended as the complete integration of all understandings between the Landlord and Tenant. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Lease Agreement in writing. Any oral representation by any officer or employee of the Landlord at variance with terms and conditions of this Lease Agreement or any written amendment to this Lease Agreement shall not have any force or effect nor bind the Landlord.

22. Severability:

The Landlord and Tenant agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado or the federal government, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the liability of the Landlord, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. Claims:

In the event that any claim, demand, suit, or other action is made or brought in writing by any person, firm, corporation, or other entity against Tenant related in any way to this Lease Agreement, Tenant shall give written notice thereof to the Landlord within five (5) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification and shall include a copy of any such claim, demand, suit, or other action received by Tenant. Such written notice shall be delivered either personally or by mail to the address of the Landlord specified in the notice provision of this Lease Agreement.

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

LANDLORD: TOWN OF RIDGWAY

BY _____
John I. Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

TENANT: RIDGWAY COMMUNITY GARDEN

By: _____
Agnieszka Przeszlowska, Board President

ATTACHMENT 1

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Agnieszka Przeszlowska, Board President of Ridgway Community Garden.

Witness my hand and official seal.
My commission expires:

(SEAL)

Notary

Address

STATE OF COLORADO)
) ss.
COUNTY OF Ouray)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by John I. Clark, Mayor, and Pam Kraft, Clerk, of the Town of Ridgway, Colorado.

Witness my hand and official seal.
My commission expires:

(SEAL)

Notary

Address



P.O. Box 635 - Ridgway, CO 81432 • www.RidgwayGarden.org

February 2, 2022

The Honorable John Clark, Mayor of Ridgway
and Members of the Ridgway Town Council
201 N. Railroad St.
Ridgway, Colorado 81432

Re: Ridgway Community Garden lease renewal

Dear Mayor Clark and Members of the Town Council,

The Ridgway Community Garden (RCG) respectfully requests a long-term renewal of our lease for the 1.1 acre parcel at Green Street Park where we have been operating the community garden. We entered into the original three-year lease with the Town of Ridgway on Feb. 17, 2016 and on February 13, 2019 received a 3-year extension until February 17, 2022. These lease agreements were executed by RCG's fiscal sponsor the Southwest Institute for Resilience (SWIRL).

We have met all terms of the lease including general liability coverage for RCG and Town of Ridgway as additional insured, obtained Town's permission for improvements on the property, maintained the property in good repair and free of debris, and made prompt payments for Town's water. Furthermore, the RCG has been financially stable and provided periodic reports to the Parks, Trails & Open Space Committee and Town Council.

In January 2022, the RCG was approved by the IRS as a 501(c)3 tax exempt organization, EIN: 87-2994109. The RCG has obtained its own general liability policy and added the Town of Ridgway as an additional insured effective Jan. 1, 2022. The RCG is now able to enter into a lease agreement as a recognized nonprofit organization. We request at least a 10-year lease term with an automatic renewal provision. This would affirm a long-term home for the community garden as we embark on the second phase of infrastructure development at the garden. During Phase 1 we installed a perimeter wildlife fence, 50 raised beds, an irrigation system, main pathway, storage shed, two shade tents, composting bins and started on a Children's Area. Phase 2 will likely include additional raised beds, additional amenities for the Children's Area, permaculture, flowering perennial beds and art installations.

Thank you for your support and consideration. We look forward to continuing this positive relationship.

Sincerely,

Agnieszka Przeszlowska, Board President

Enclosure: Slideshow update *RCG Council Update 2.2.2022.pdf*



Ridgway Town Council

Feb. 2, 2022 update



RCG through 2021

- Program of Southwest Institute of Resilience (SWIRL) since 2007
- Operated on South Laura Street until 2014
- Relocated to Green Street Park & opened in 2019
- Finishing 6-yr lease with Town of Ridgway & requesting a renewal for at least 10 yrs.
- Funded by grants, local donors and rental fees
- We sublease to the Apiary which is currently a program of SWIRL
- Has been led by 6-member Steering Committee

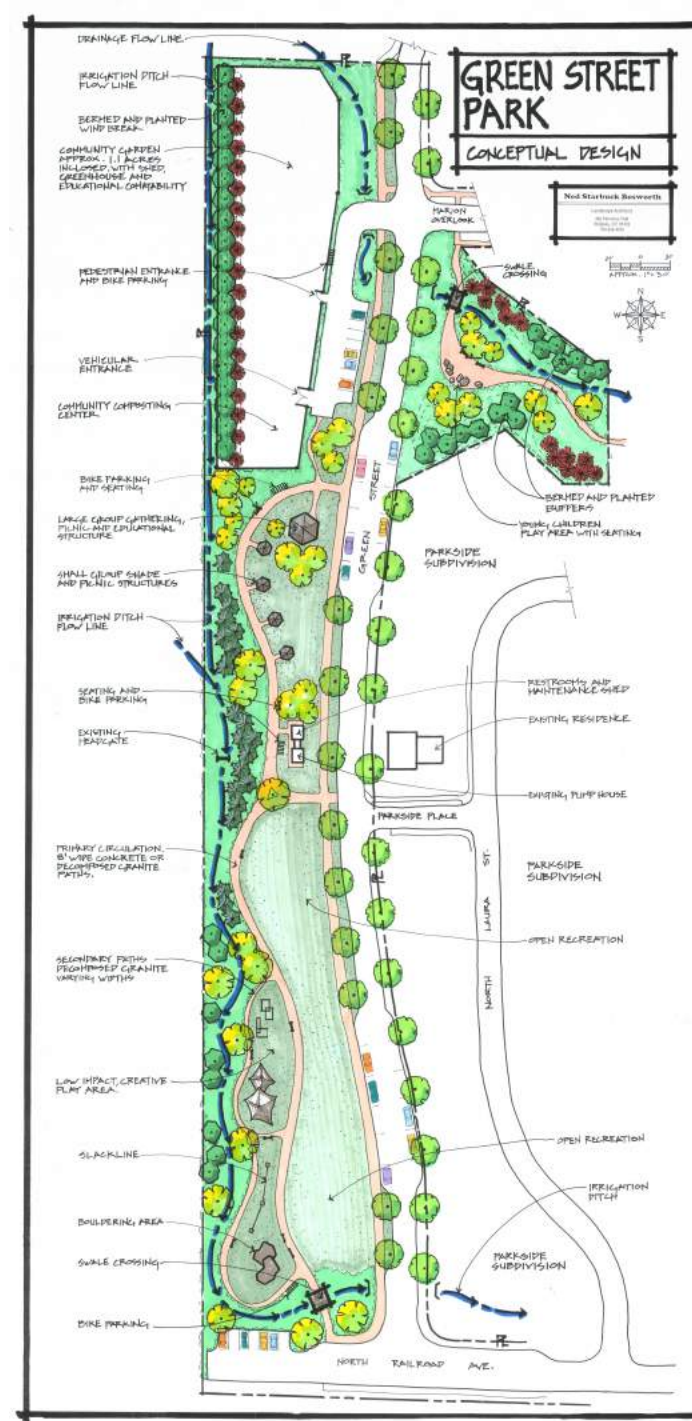
RCG in 2022

- Now an IRS approved 501(c)3 tax exempt organization
 - Registered with CO Secretary of State
 - Obtained EIN: 87-2994109
 - Secured General Liability and D&O insurance
(Town is additional insured)
 - Board of Directors: Agnieszka Przeszlowska (President), Chris Lance (Vice President), Judi Chamberlin (Treasurer), Aimee Quadri (Secretary), Dave Peterson, Doug Unfug, Jennifer Franz
 - Apiary relationship TBD

Green Street Park Master Plan

Adopted by the Planning Commission:
January 5th, 2015

Adopted by the Town Council:
January 14th, 2015



2019 - 2021

Garden

- 50 raised beds 4'x10'
- Wildlife fence
- Storage shed
- 2 shade tents
- Pathway
- Compost bins
- Wash station
- Info kiosk
- Tapped to & pay for town water
- In 2021, served 85 adults 52 children



Apiary

- Currently SWIRL program
- Electric fence & outer safety fence
- 13 active hives
- Planned for 50 hives max
- Meter water off RCG

LEGEND

- Developed garden 0.48 ac (130' x 160')
- Potential garden expansion ~0.6 ac

- Apiary 0.15 ac (80' x 80')
- RCG lease boundary















Partnerships – Schools & Voyager



Partnerships – WIC & Food Pantry



Education



What's Next?

Phase 2 of 0.48 ac Developed Garden buildout

2-5 years:

Children's Area

- Sensory features
- Small play structure

Elevated beds

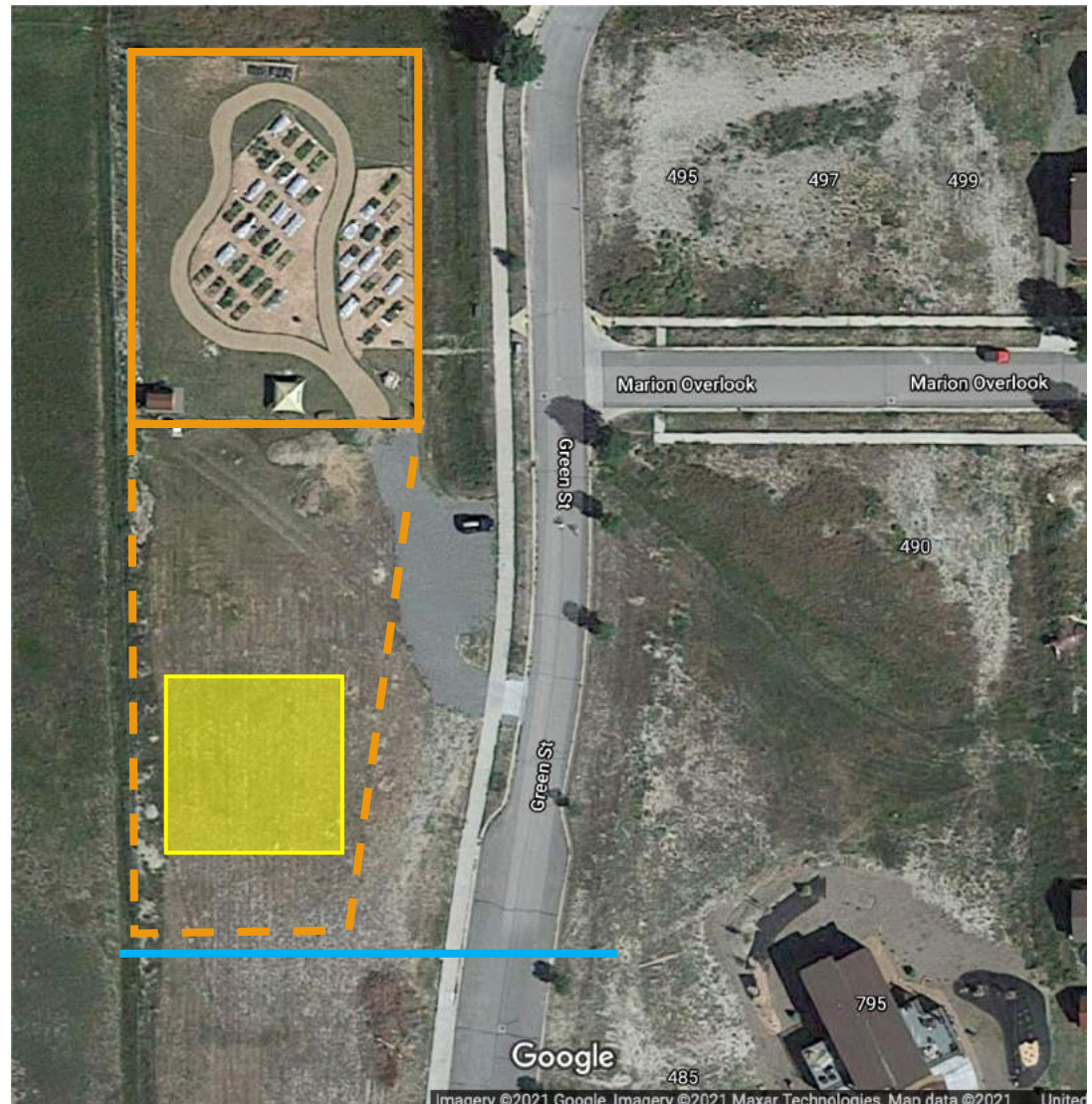
Flowering beds

Permaculture

Art installations

10 years:


TBD – potential garden expansion




LEGEND

 Developed garden 0.48 ac (130' x 160')

 Potential garden expansion ~0.6 ac

 Apiary 0.15 ac (80' x 80')

 RCG lease boundary



AGENDA ITEM #14



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: February 2, 2022
Agenda Topic: **Resolution No. 22-02 Establishing the Athletic Park Pavilion Concession Area Fee Schedule**

SUMMARY:

In anticipation of the Clerk's Office receiving more requests for use of the Athletic Park Pavilion Concession Area (Concession Area), staff is requesting that Council consider establishing a fee schedule for private use of the Concession Area, similar to other Town facilities like the Harwell Park Performing Arts Stage and the Community Center. Council has the authority to approve and establish, by resolution, a fee schedule for fees required to be paid for private use of public property, including permitted uses of Town parks, facilities, and rights-of-way. Staff is recommending the following fee schedule:

- Use Fee \$50.00
- Damage Deposit \$500.00
- Electricity Use Fee \$15.00/day

It's worth noting that in the past, Council has afforded staff the discretion to reduce fees for local governments, Ouray County special districts, and Ouray County non-profit organization that apply for use of Town parks, facilities, and rights-of-way.

PROPOSED MOTION:

"I move to approve Resolution No. 22-02 Establishing the Athletic Park Pavilion Concession Area Fee Schedule."

ATTACHMENT:

Resolution No. 22-02

RESOLUTION NO. 22-02

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY,
COLORADO, ESTABLISHING THE ATHLETIC PARK PAVILION
CONCESSION AREA FEE SCHEDULE**

WHEREAS, the Town of Ridgway, Colorado (the “Town”) is a home rule municipality and political subdivision of the State of Colorado organized and existing under a home rule charter pursuant to Article XX of the Constitution of the State; and

WHEREAS, the Ridgway Town Council has the authority to approve and establish, by resolution, a fee schedule for fees required to be paid for private use of public property, including permitted uses of Town parks, facilities, and rights-of-way; and

WHEREAS, the Ridgway Town Council desires to establish fees for private use of the Athletic Park Pavilion Concession Area; and

WHEREAS, the Ridgway Town Council finds that the establishment of the *Athletic Park Pavilion Concession Area Fee Schedule* will promote the health, safety and general welfare of the Ridgway community.

NOW THEREFORE BE IT RESOLVED that the Ridgway Town Council hereby approves the following fee schedule:

Athletic Park Pavilion Concession Area Fee Schedule

<i>Use Fee:</i>	<i>\$50.00</i>
<i>Damage Deposit:</i>	<i>\$150.00</i>
<i>Electricity Use Fee</i>	<i>\$15.00/day</i>

ADOPTED AND APPROVED this _____ day of February 2022.

John Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

AGENDA ITEM #15

February 3, 2022

Town of Ridgway
Mr. Preston Neill, Town Manager
PO BOX 10
Ridgway, CO 81432



SAN JUAN RURAL PHILANTHROPY DAYS
RIDGWAY | JUNE 7-9, 2022

Dear Mr. Preston Neill:

In 2022, the San Juan region will be presented with a unique and critical opportunity to support our area's nonprofits, local governments, and the communities they serve.

The San Juan Rural Philanthropy Days conference will be held from June 7-9, 2022 in Ridgway. This event will bring together 300 nonprofit, government, and business leaders from Gunnison, Hinsdale, Montrose, Ouray, and San Miguel counties with representatives from major statewide foundations, government, and corporate funding entities.

Rural Philanthropy Days (RPD) is a statewide program supported by the Community Resource Center. Through RPD rural nonprofits obtain direct access to the financial resources, collaborative opportunities, and professional development services they need to accomplish their missions and address community needs. Participating funders learn more about the region's assets, challenges and strategic initiatives to improve the quality of life for residents in rural communities. The conference provides increased access to resources, skill building opportunities, and the cultivation of relationships on a regional scale - and the results are staggering.

Prior to Rural Philanthropy Days, which started in the early 1990s, only 3% of grant funding from the major funders in Colorado made its way outside the Front Range. As of 2019, rural communities are receiving 21% of total funder contributions. For context, the 12 core funders of RPD alone gave more than \$36,000,000 directly to San Juan nonprofits, schools, and governments from 2009 - 2019.

From bringing the nonprofit sector across the region together, increasing awareness of key community needs and making connections - we see new resources invested to build upon the ideas generated and relationships built at the conference. For example, the last time an RPD conference was held in our region was 2017; from 2016 to 2017 funding increased by **48%**.

Nonprofits and local governments have worked tirelessly this past year to provide stability, resources, and aid to our communities. San Juan RPD will provide additional support through training, professional development, networking, presentations and discussions with funders about our region's needs and opportunities. We hope you'll join us in investing in our community through sponsorship of San Juan Rural Philanthropy Days.

Local donors and sponsors are needed to make the RPD conference possible. These sponsors make the conference financially accessible to the small nonprofit organizations, who would benefit most from the conference, by enabling us to keep the registration prices low and accessible.

Early investment by local governments, especially in host communities, is an important first step for the success of this event. We are grateful for the support of local governments from across the region to this event already coming in and respectfully request the Town of Ridgway consider being a sponsor for the 2022 San Juan RPD Conference with a \$2,500 donation, in addition to the use of town facilities as available. We will recognize any use of facilities as an in-kind donation as well, contributing to the total sponsorship level.

By investing in the 2022 San Juan RPD, you invest in the economic health of your community and the region. Nonprofit organizations are a vital part of our communities. They represent a variety of sectors, from education to the arts, healthcare to emergency services. RPD provides opportunities that are otherwise scarce in rural Colorado, including the opportunity to learn about best practices, meet funders, and as a result, become competitive in the world of grants. Join us in helping this event grow and reach new heights.

We will reach out in the next week to follow up regarding next steps and answer any questions. If you have any questions in the interim, feel free to reach out. Our conference Event Coordinator, Melissa McKelvey, can be reached at sanjuanrpd@gmail.com, and Nellie Stagg with Community Resource Center can be reached at 303-623-1540 x170 or stagg@crcamerica.org.

Thank you for your consideration of this request and continued support of our region's nonprofits.

Sincerely,



Carrie Andrew
San Juan RPD Co-Chair
Lone Cone Library
San Miguel County



Danelle Hughes Norman
San Juan RPD Co-Chair
Outreach Youth Program
Ouray County



Nellie Stagg
Senior Program Director
Community Resource Center

SAN JUAN RURAL PHILANTHROPY DAYS

Serving Gunnison, Hinsdale, Montrose, Ouray, and San Miguel counties



Ridgway | June 7-9, 2022

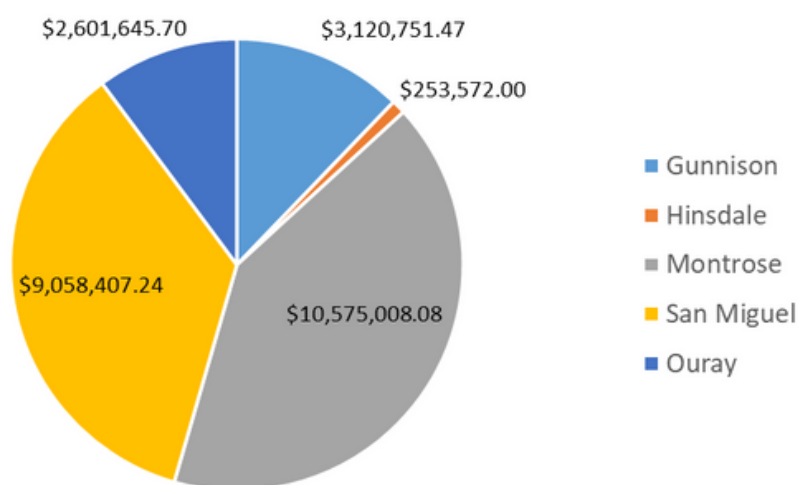


For more than 30 years, CRC has convened rural leaders and statewide grantmakers as partners in the Rural Philanthropy Days (RPD) program. Each year, two regional RPD conferences bring financial, professional development, and network building resources to rural communities. Through your sponsorship of San Juan Rural Philanthropy Days you are supporting nonprofits across the region, as well as each individual and community that benefits from the services of those organizations. Together we strengthen rural Colorado.

Regional Impact of Funding

The last time a Rural Philanthropy Days (RPD) conference was held in the San Juan region was 2017; from 2016 to 2017 **funding increased by 48%**. The 12 core funders of Rural Philanthropy Days alone gave more than **\$25,000,000** directly to San Juan nonprofits from 2016- 2019

Funding to the San Juan Region 2016-2019



Meet the San Juan RPD Steering Committee

Carrie Andrew | Lone Cone Library
Laura Anthon | Lone Cone Library
Joey Boese | PEER Kindness, Inc.
Amy Bricker Stahlin | ThinkSharp Consulting
Victoria Durnan | Ouray County Public Health
Maryo Ewell | Community Foundation of the Gunnison Valley
Robyn Funk | Montrose Regional Health
Sarah B Holbrooke | The Pinhead Institute
Danelle Hughes Norman | Voyager Youth Program
Julia Johns | Lake City Arts Council
Scott Krieger | Community Foundation of the Gunnison Valley
Chris S Lopez | Colorado Housing Finance Authority

Carlton Mason | CASA of the 7th Judicial District
Mel McKelvey | Black Canyon Boys and Girls Club
Candy A. Meehan | Town of Norwood
Jennifer Pelligra | Community Options, Inc.
Amanda Pierce | Town of Norwood
Patrick Rondinelli | Dept. of Local Affairs
Lori Sharp | ThinkSharp Consulting
Deana Sheriff | West End Economic Development Corp.
Andrea Sokolowski | Home Trust of Ouray County
Nellie Stagg | Community Resource Center (CRC)
Ross Valdez | City of Montrose
Tera Wick | Town of Ridgway

Sponsorship Opportunities

As a sponsor of San Juan RPD, you will connect with over 225 individuals from across the region including staff and board members of local nonprofits, community leaders, local government officials, and statewide grantmaking agencies. A sponsorship of this event demonstrates your organization's civic engagement and commitment to supporting a vibrant nonprofit sector across the San Juan region. If you have any questions you can contact our San Juan RPD Event Coordinator, Melissa McKelvey, at sanjuanrpd@gmail.com.

\$5,000 plus - Premier Level Sponsor

Premium Recognition in Conference Materials, Recognized on Screen at the Conference, Opportunity to Include Materials in Conference Packet, Logo Included on Additional Conference Sponsor Signage, Recognized from Stage at Conference, Logo with Link to Company Page on RPD Website, Feature on Social Media, Opportunity to Customize Sponsor Benefits

\$3,000 - \$4,999 - Platinum Level Sponsor

Recognition in Conference Materials, Recognized on Screen at the Conference, Opportunity to Include Materials in Conference Packet, Logo Included on Additional Conference Sponsor Signage, Recognized from Stage at Conference, Feature on Social Media, Logo with Link to Company Page on RPD Website

\$2,000 - \$2,999 - Gold Level Sponsor

Recognition in Conference Materials, Recognized on Screen at the Conference, Recognized from Stage at Conference, Feature on Social Media, Logo with Link to Company Page on RPD Website

\$1,000 - \$1,999 - Silver Level Sponsor

Recognition in Conference Materials, Listed on Screen at the Conference, Recognized from Stage at Conference, Listed on Social Media, Listed with Link to Company Page on RPD Website

\$250 - \$999 - Bronze Level Sponsor

Recognition in Conference Materials, Listed on Screen at the Conference, Listed on RPD Website

AGENDA ITEM #16



WRITTEN REPORT

To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: February 8, 2022
RE: **Town Manager's Report**

INTRODUCTION

This monthly report serves as an update to Council on key projects, activities, and community issues.

WATER SUPPLY ASSESSMENT TO BE PRESENTED TO TOWN COUNCIL ON FEBRUARY 28TH

LRE Water, Inc. was retained by the Town of Ridgway last summer to complete an investigative study of the Town's water supply system. The objective of this investigation was first to quantify the Town's existing and future water demands, then to evaluate the adequacy of the Town's existing water supply system to meet those demands, and finally to identify any deficiencies in either available physical or legal supply.

LRE Water is nearing completion of the Water Supply Assessment, which is the culmination of the investigative study. Once the Assessment is finalized it will be made available to the public on the Town's website at <https://townofridgway.colorado.gov/>.

LRE Water staff will present the findings of the study and recommended strategies to assist the Town in securing and maintaining a long term, reliable water supply at a Town Council Workshop scheduled for Monday, February 28, 2022 at 6:00 p.m. Pursuant to the Town's Electronic Participation Policy, the meeting will be conducted virtually via Zoom. The Zoom meeting information is provided below. There is potential for an in-person component to the Workshop. In the coming weeks, Town officials intend to exercise prudence and will continue monitoring COVID-19 case counts in Ouray County before making a final decision.

For more information, please contact Preston Neill, Town Manager, at (970)626-5308 x212 or pneill@town.ridgway.co.us.





Town Council Workshop - Water Supply Assessment

February 28, 2022 06:00 PM MST

Join Zoom Meeting

<https://us02web.zoom.us/j/86072117881?pwd=WXd2ZS9PYXJLVnJkcW5WZXIzM2NYQT09>

Meeting ID: 860 7211 7881

Passcode: 806335

WATER REVENUE UPDATE

Staff is working to complete an analysis of Total Water Fund Revenues for FY2021 in an effort to see if the service revenue goal was met in the second full fiscal year since the current water rate structure was implemented. You may recall that the Town exceeded the service revenue goal in FY2020 by an estimated \$2,788 or 0.39%. The analysis will be provided in next month's Town Manager's Report.

1271 AFFORDABLE HOUSING DEVELOPMENT INCENTIVES GRANT PROGRAM – FIRST ROUND INVITATION TO APPLY

After venturing through a robust pre-application process (October thru January), the Town of Ridgway has officially been invited by DOLA's Community Development Office to apply for the Catalyst Round of the HB21-1271 DOLA Innovative Housing Strategies: Incentives Grant Program. The application is due in early March and, if awarded, the funding would go toward the Telluride Foundation's proposed Rural Homes development.

HB21-1271 created three new programs to offer grant money and other forms of state assistance to local governments to promote innovative solutions to the development of affordable housing across the state. The Affordable Housing Development Incentives Grant Program provides grants to local governments to develop one or more affordable housing developments in their community that are livable, vibrant, and driven by community benefits. These incentive grants can help cover tap fees, infrastructure, parks/playgrounds and other needs and amenities that support the affordable housing project. Local governments are encouraged to pick one or two shovel-ready projects that can spend all of the funds by June 2024 and provide gap funding. Projects must provide community benefits (e.g., covering tap fees or infrastructure costs for an affordable housing project and/or with a childcare center, for example). A small portion can be used for needs and amenities in the neighborhood where the affordable housing development is located. To qualify, local governments must adopt at least three strategies from the menu of policy and regulatory options listed in the program guidelines.

YOUTH ADVISORY COUNCIL WEBSITE

Youth Advisory Council (YAC) members have created their own website! Check it out at <https://sites.google.com/view/ridgway-yac/home>. There you can learn more about each member and why they serve on the YAC. You can also read meeting summaries or even watch the video recording of each meeting!



REQUEST FOR BIDS – LENA STREET IMPROVEMENTS PROJECT

The Town is looking to move forward with making improvements to Lena Street between Charles St. and Otto St. The work will consist of the excavation, reconstruction and paving of the street, and the installation of sidewalk, curb, gutter, parking, drainage, landscaping and other related facilities and improvements on both sides of the street. On Thursday, February 10th the Town will issue the advertisement below:

REQUEST FOR BIDS TOWN OF RIDGWAY LENA STREET IMPROVEMENT PROJECT

Notice is given that the Town of Ridgway, Colorado will receive sealed bids from qualified contractors until 3:00 pm Thursday March 3, 2022 at the Ridgway Town Hall, 201 N Railroad, PO Box 10, Ridgway, CO 81432, to furnish all labor, equipment, and materials, and incidentals for the Lena St Improvement Project in accordance with the Contract Documents. The zoom link to the bid opening is:

<https://us02web.zoom.us/j/84809818844?pwd=NHB3YmlhRWWhYdGh5Y3gvTHdUYzNQdz09>.

Plans and specifications may be obtained by contacting jfagan@town.ridgway.co.us.

A virtual pre-bid meeting will be held via zoom on Wednesday February 23, 2022 at 2:00 pm for interested bidders. The zoom link is:

<https://us02web.zoom.us/j/81788951508?pwd=bGl1ZmF1VlhlYkhuU0lxdDR3WEFqQT09>.

Bidders are strongly urged to make an independent site visit in advance of the pre-bid meeting. Questions regarding the contract documents should be submitted by noon on Thursday, February 24, 2022.

The Town reserves the right to reject any and all bids, to waive any and all informalities in bidding and to negotiate contract terms with the successful bidder, or to make award in such a manner as it may deem right for the best interest of the Town.

By: Pam Kraft Town Clerk

RIDGWAY BANK BUILDING – HERITAGE ENERGY PILOT PROJECT UPDATE

The Bank Building, which was named a Heritage Energy Pilot Project by the Colorado Main Street program, is receiving the benefits of a Main Street: Open for Business program grant award of \$250,000. The Town, through its Creative Main Street initiative, was awarded and is



administering the grant. The grant funds are intended to support façade improvements and energy efficiency projects. Below is a progress update from the building owner:

Work began on the first floor southeast front retail windows on January 31st. Work will remove the existing single pane windows along with all wooden framing. This will allow the window subcontractor to reconstruct the framing to properly size and order the new double, Low E rated glass. In addition, the window subcontractor has ordered a total of 8 new window inserts for the south side upstairs bedroom windows. These windows have failed and are not original to the building. Although these inserts have been ordered, we've been informed that they may take longer than 20 weeks to arrive based on supply chain issues as cargo ships are not being unloaded fast enough so deliveries are not being made on time. All other window rehabilitation will be addressed on the original windows by replacing warped, cracked, failed wooden moldings and trim then will either be painted or stained. We have assurances from the window subcontractor that other than the 8 inserts mentioned above, all other work being planned will be performed on time.

Maven Construction who is the acting General Contractor supervising the grant work, discovered original transom window framing behind the current siding over the entrance to this location. The team will reconstruct what was originally there when the building was built in 1911. A total of 9 individual panes of double pane Low E glass will be installed along with the new framing to hold it.

The masonry work to re-point, tuck and replace failed masonry will begin toward the end of February and is scheduled to last approximately 8 weeks or be completed by May 1st. The work will include a total of three elevations and not the originally planned two. At this point in time, Maven Construction is not projecting any delays to accomplish this.

RIDGWAY HERITAGE PARK SITE PLAN UPDATE

Town staff worked with Colorado Main Street to utilize technical assistance support to hire a contractor to update the Heritage Park site plan to depict the latest recommendations of the *Long-Term Implementation Plan and Strategy*, which was approved by Council in June 2021. A Request for Proposals (RFP) was developed and issued, which sought a contractor to:

- Update the preferred site plan for Ridgway's Heritage Park to align with current conditions and an updated vision for the site (e.g., existing Visitor Center to be removed).
- Update cost estimates for park structures to inform the site plan update with consideration for available funding and financial feasibility.

As a result of the RFP and interview processes, DOLA has now executed a "Task Order" with DHM Design, allowing work to begin on the Heritage Park Site Plan Update.



On February 8th, staff met with Walker Christensen and Cammie Willis of DHM Design for a Kick-Off Call to discuss the purpose of the project, any changes in existing conditions in the past few years, the project schedule, and the desired outcome. The Kick-Off Call was very productive, and DHM Design will take the information garnered during the Kick-Off Call to begin updating the Site Plan and preliminary cost estimates. A revised Site Plan draft will be shared with Council and other stakeholders for review and comment in the coming months. A Final Site Plan will be presented to Council at a formal meeting in June (subject to change).

RIDGWAY BUSINESS PARK PUD, PHASE III UPDATE

The Ridgway Business Park PUD, Phase III Development Team has reached out to staff about moving forward with the conditions assigned with their Preliminary Plat approval, including the buildout of Laura St. The Development Team has consistently requested and been approved for two-year extensions dating back to 2010. Their Preliminary Plat expires on July 8, 2022.

Staff met with the Development Team in late January to discuss the process for moving forward, including the required coordination with the Telluride Foundation as they are looking to develop on the western half of Block 30 adjacent to Laura St. Staff communicated that the engineering plans, which were developed in 2008, would need to be updated to reflect compliance with the Town's updated specifications and standards.

Staff will continue working with Ridgway Business Park PUD, Phase III Development Team on getting their engineering plans where they need to be to move forward to pre-construction. Staff will keep Council and the public apprised of progress and ultimately a schedule for the improvements to take place.

PARKING ISSUES ON S. CORA ST.

Public Works and the Marshal's Office are working to address the ongoing parking issues on S. Cora St. near the intersection with Sherman St. There are times that motorists treat S. Cora St. as a one-way street by parking diagonally, in the wrong direction, on the east side of the street. This can cause congestion and confusion. Public Works will be deploying additional signage to make it clear that only parallel parking is allowed on the east side of the street. Deputies will be conducting directed patrols in the area to educate, warn or cite motorists for infractions.

UPDATE ON ATHLETIC PARK PAVILION LIGHTS

Thanks to Steven Schroeder, the outdoor lights at the Athletic Park Pavilion are now on a timer that allows the lights to be on during evening hours only.

TRI-AGENCY DINNER

The City of Ouray is working to resurrect a regular event called the "Tri-Agency Dinner", where elected officials and department heads of the three local governments in Ouray County get



together in an unofficial setting. The City of Ouray is planning to host the event the evening of March 24th. Stay tuned for more details.

TOWN OF RIDGWAY JOB OPPORTUNITIES

Deputy Marshal

The Town of Ridgway is seeking to fill a full-time **Deputy Marshal** position. Applicants must be 21 years of age, possess an exemplary driving record and be certified through a P.O.S.T. approved training academy or course of study. In addition, applicants must be willing to work shift work, including nights, weekends, and holidays, and applicants must be able to pass a background investigation, including a psychological exam and medical physical.

This is a full-time position with benefits. A starting salary of \$54,537 to \$58,421 is offered, depending upon qualifications and experience. Full-time police officers must live within 25 minutes of Ridgway town limits.

Interested candidates are encouraged to submit an application and resume to the Ridgway Town Clerk's Office, located at 201 N. Railroad St., Ridgway, CO 81432. The materials may also be emailed to Karen Christian, Deputy Clerk, at kchristian@town.ridgway.co.us.

The position will remain OPEN UNTIL FILLED.

Senior Planner

The Town of Ridgway is seeking to fill the position of **Senior Planner**. This is a full-time, exempt position with an excellent benefit package. Current benefits include health insurance, including dental and vision, and retirement benefits. The position is available to an individual to perform advanced professional level work in the field of current and long-range planning as well as development review. The successful candidate is expected to be self-motivated, dedicated, driven, experienced and knowledgeable in all topics related to land use planning for a local government. The successful candidate is also expected to have the ability to perform independently at a high level and work exceptionally well in a team and community-focused environment.

Details for the position, including salary and benefits, can be found on the Town of Ridgway's website at <https://townofridgway.colorado.gov/>.

Interested candidates must submit a completed application, letter of interest, resume, and list of three references to the Ridgway Town Clerk's Office, located at 201 N. Railroad St., Ridgway, CO 81432. The materials may also be emailed to kchristian@town.ridgway.co.us.

The position is OPEN UNTIL FILLED.



MONTHLY SPACE TO CREATE PROJECT UPDATE WITH STRYKER & COMPANY

Each month, the Town hosts a virtual project update meeting on the Ridgway Space to Create Project. The next meeting will take place on January 26th at 5:30 p.m. Reps from Stryker & Company, the contractor for the project, attend each meeting to provide the updates and answer questions. The recurring Zoom meeting information can be found below. For more background information on this project, visit <https://townofridgway.colorado.gov/i-want-to/space-to-create-ridgway>.

<https://us02web.zoom.us/j/81166252778?pwd=VElvVWZlYllwSXY5ajRBZzhraFY2UT09>

Meeting ID: 811 6625 2778

Passcode: 778450

Dial by your location

+1 346 248 7799 US

+1 312 626 6799 US

MARSHAL'S OFFICE UPDATE

From Shane Schmalz, Town Marshal:

Vehicle Speeds on Amelia St. and CR5

As a part of addressing concerns about vehicle speeds on S. Amelia St. and County Road 5 to Hess Blvd., the Marshal's Office conducted data collection from 12-26-2021 to 01-23-2022 at varied times of the day and evening. We monitored 119 vehicles, with visual observation and in-car radar confirmations. As a result, 95.79% of the vehicles observed were at or below the posted 15 MPH speed limit. Of the vehicles over the posted limit, the high was 27 MPH. That driver received a citation and the other drivers over the limit received either written or verbal warnings.

Supervisory Training

During the week of 01-03-2022, Senior Deputy Ryan Hanson attended a week-long Front Line Supervisor Training in Del Norte, CO.

Victim Services Program Update

After last month's Town Council meeting and the discussion regarding the Victim Services Program, I met with Sheriff Justin Perry, and Ouray Police Chief Jeff Wood to discuss the program. We discussed the program goals, current staffing levels, and where the program should be housed. It was agreed upon that the program should remain administered by the Ridgway Marshal's Office this year as we are applying for the 2023–2024 VOCA Grant, and we'd like to keep consistency with the lengthy and arduous process. Elaine and I worked through the first grant and have completed part of this new application. We plan to finish the application for submittal later this month. Regarding outreach, Elaine and I are planning to talk with Ridgway Youth Advisory Council in March to explain the roles of the Victim Services Program and the Marshal's Office in the criminal justice process. We hope to get feedback from the Youth Advisory



Council and then hope to work more closely with the schools in getting the program more visible among youth. We would also like to plan community meetings to provide people with an overview of the Victim Services Program and how it interfaces with law enforcement.

UPCOMING MEETINGS AND EVENTS

- **Town Council Regular Meeting** – February 9, 2022 at 5:30 p.m. on Zoom
- **Ridgway Creative Main Street Group Meeting** – February 15, 2022 at 5:30 p.m. on Zoom
- **Planning Commission Regular Meeting** – February 22, 2022 at 5:30 p.m. on Zoom
- **Monthly Space to Create Project Update Meetings with Stryker & Company** – Last Wednesday of every month at 5:30 p.m. on Zoom. The next meeting will be on Wednesday, February 23rd.
- **Town Council Workshop – Water Supply Assessment** – February 28, 2022 at 6:00 p.m. (Location TBD)
- **COVID-19 Multi-Agency Coordination Group Meeting** – March 2, 2022 at 2:00 p.m. via Zoom
- **Town Council Regular Meeting** – March 9, 2022 at 5:30 p.m. at Ridgway Town Hall and on Zoom

JOKE OF THE DAY

A pair of jumper cables walks into a bar...

The bartender says, “You can stay, but don’t start anything”.