

Ridgway Town Council
Regular Meeting Agenda
Wednesday, May 11, 2022

Due to COVID-19, and pursuant to the Town's Electronic Participation Policy, the meeting will be conducted both in person and via a virtual meeting portal. Members of the public may attend in person at the Community Center, located at 201 N. Railroad Street, Ridgway, Colorado 81432, or virtually using the meeting information below.

Join Zoom Meeting

<https://us02web.zoom.us/j/88397945494?pwd=d2JGTm1LWStjcXJXR2xoRis0S1JKUT09>

Meeting ID: 883 9794 5494

Passcode: 343395

Dial by your location

+1 346 248 7799 US

+1 253 215 8782 US

5:30 p.m.

ROLL CALL Councilors Polly Enochs, Kevin Grambley, Beth Lakin, Terry Schuyler, JT Thomas, 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 April 13, 2022.
2. Register of Demands for May 2022.

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.

3. Proclamation declaring May 2022 as Mental Health Awareness Month - Mayor Clark.
4. Request to use right-of-way and block N. Cora Street between Roundhouse and Railroad for community block party on August 25th - Town Clerk.
5. Request to use the eastern portion of the Heritage Park for display of horses and riders during the Ridgway West Fest on September 24th from 1:30 to 3:00 p.m. - Eve Becker Doyle.
6. Presentation from new President/CEO of the Telluride Foundation - Jason Corzine.
7. Annual presentation from the Ridgway Youth Advisory Council - Town Manager.

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

8. Award of Bid for the Lena Street North Project - Town Manager.
9. Review and action on the updated Development Agreement between Alpine Homes-Ridgway, LLC and the Town of Ridgway - Town Attorney.
10. Temporary Access Agreement between the Town of Ridgway, Echo Properties Corp., Railroad Depot Funding LLC, Ridgway Railroad Museum and Ouray County Ranch History Museum - Town Attorney.
11. Resolution No. 22-06 Establishing the Town of Ridgway Community Sustainability Advisory Board - Town Manager.
12. Authorization of purchase of security fence for Ridgway Water Treatment Plant, as budgeted in the 2022 Fiscal Year Budget - Town Manager.
13. Ratification of grant application to the Department of Local Affairs' Rural Economic Development Initiative Program - Town Manager.
14. Update on annual Council scholarship to a local high school senior - Mayor Clark.

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.

15. Town Manager's Report - Town Manager.

EXECUTIVE SESSION The Town Council will enter into a closed session pursuant to CRS 24-6-402(4)(b) for the purpose of receiving legal advice and pursuant to CRS 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations regarding Ridgway Land Company Subdivision Improvements and Lien Agreement.

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 Enochs
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 Schuyler
Sneffels Energy Board - Councilor Thomas 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; alternate Councilor Thomas
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, June 8, 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
APRIL 13, 2022

OATH OF OFFICE

The Town Clerk administered the oath of office to recently elected Councilors Polly Enochs, Kevin Grambley, Terry Schuyler, JT Thomas and Mayor John Clark.

CALL TO ORDER

The meeting was held both in person and via a virtual meeting portal, Zoom Meeting, pursuant to the Town's Electronic Participation Policy.

The Mayor called the meeting to order at 5:35 p.m. The Council was present in its entirety with Councilors Enochs, Grambley, Lakin, Schuyler, Thomas, Mayor Pro Tem Meyer and Mayor Clark in attendance.

CONSENT AGENDA

1. Minutes of the Regular Meeting of March 9, 2022.
2. Minutes of the Special Meeting of February 28, 2022.
3. Register of Demands for April 2022.
4. Continue the Solar Energy Incentive Program pursuant to Municipal Code Section 6-1-12.
5. Renewal of Tavern Liquor License for Steps.
6. Renewal of Tavern Liquor License for The Patio at Steps Tavern.

ACTION:

It was moved by Councilmember Lakin, seconded by Councilor Grambley and unanimously carried by a roll call vote to approve the consent agenda.

PUBLIC COMMENTS

Tom McKenney thanked the Council for serving the community and suggested a meeting to discuss their priorities. He asked the Council "delve into getting a Town Planner".

INTRODUCTIONS, PRESENTATIONS AND PROCLAMATIONS

7. Introduction of Administrative Assistant Debra Overton

The Town Clerk introduced Debra Overton, recently hired to serve as Administrative Assistant to the Town Clerk and Town Manager. She presented Ms. Overton municipal background noting she worked for the Town as Deputy Clerk/Treasurer in 2007 and 2008, then served on the Town Council for two years, before going to the City of Ouray for six years as the Deputy and then City Clerk/Treasurer.

PUBLIC REQUESTS AND PRESENTATIONS

8. Request to use right-of-way on Palomino Trail June 4th for the Ridgway Area Trails Group annual race

The Town Clerk presented a request from the Ridgway Area Trails Group to use a portion of the south end of Palomino Trail for the annual bike race on June 4th between 8:00 am and 8:30 am.

ACTION:

Moved by Councilor Schuyler, seconded by Councilor Lakin to approve the special event application from Ridgway Area Trails Group for use of Palomino Trail on June 4th. On a call for the vote the motion carried unanimously.

PUBLIC HEARINGS

9. Transfer of liquor store license for High Spirits Liquors

Staff Report from the Town Clerk dated 3-31-22 presenting an application for transfer of liquor store license.

The Town Clerk presented a request to transfer the High Spirits liquor store license from Karen and Mark Vanden Branden to John 2:11 LLC, sole member Joe Stengele, for the premises at 144 Highway 550. Along with request for transfer, the applicant is seeking issuance of a temporary operating permit until the application is approved by the state liquor enforcement division, she noted.

ACTION:

Mayor Pro Tem Meyer moved to approve the application for transfer of liquor store license to John 2:11 LLC, sole member Joe Stengele, and issuance of a temporary operating permit, Councilor Enochs seconded and the motion carried unanimously.

10. Application from Firehouse Investment Real Estate LLC for Replat on Block 34, address 185 and 195 N. Lena Street

Staff Report from Contracted Planner TJ Dlubac with Community Planning Strategies dated 4-8-21, presenting an application from Firehouse Investment Real Estate, LLC, owner Patrick O'Leary, and also from Steven Chevalier, for a replat which is part of the redevelopment proposal known as the Old Ridgway Firehouse mixed use project.

Planner Dlubac explained the Firehouse Mixed Use Project will result in the current firehouse being incorporated into a structure with both commercial and residential uses. Several applications and processes have been completed, including a reduction in provisions for commercial parking spaces; increase in building height to 41 feet; building allowance over 15,000 square feet and encroachment on to Lena Street right of way for patio seating on the sidewalk. The proposed replat is required for the building to span two parcels in Block 34, Lots 11 and 12 in parcel one, and Lots 13, 14 and 15 in the second parcel, which will create a total footprint of .396 acres.

Applicant Patrick O'Leary explained the two properties are currently held by different owners and will be "conjoined" to allow for construction of the project.

There were questions from Council to staff. Discussion ensued between Council, staff and the applicant regarding the parking fees and requirements.

Mr. O'Leary reported the size and scale of the project has been reduced from the original application, and now contains a 21,000 square foot building with an "outdoor seasonal event space" and "outdoor tavern". He stated he is "open to entering into an agreement with the Town" to "create one deed restricted housing unit".

Speaking from the audience Tom McKenney supported the project and reduction in size and scale.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilmember Lakin and unanimously carried to approve the Old Ridgway Firehouse Replat with the conditions as given by the Planning Commission.

POLICY MATTERS

11. Encroachment permit for use of Town property related to construction of the Old Ridgway Firehouse Project

Staff report from the Town Manager dated 4-8-22 presenting an encroachment permit application from the Old Ridgway Firehouse Project.

Manager Neill explained the applicant is requesting to close for 17 months, and privately use starting June 13, 2022 the sidewalk on the east and north sides of the project, the alley on the south side and east sides, and parking spaces on the east side of the project on Lena Street. He noted delivery trucks regularly access businesses along the alleys, and closing may require restaurant deliveries to be made from Highway 62. For this reason staff is not recommending allowing closure of the alleys, and suggested an alternative could be to allow closure of only one alley at a time.

The owners of FCI Constructors presented photos and maps of the proposed street and alley closures, noting they are "necessary for safety of workers and the public during the construction process".

The contractors presented three traffic control plans and there were comments, questions from the Council; and discussion between the Council and the FCI representatives.

Mr. O'Leary stated he would talk to all the business owners regarding the plans and time frames, and would ensure that the proposed fencing blocking the sidewalk on Lena Street will be modified to allow more public access.

There was discussion between Council and Mr. O'Leary.

SPEAKING FROM THE AUDIENCE:

Tom McKenney commented on the ease of understanding the request.

Crista Meyer noted that N. Lena Street will also be closed one block further north, and suggested the construction project be "closed down early during events".

ACTION:

Councilor Lakin moved to approve the application under Alley Plan A, B, C with the consideration that more sidewalk on Lena Street will be left open for public access, seconded by Councilor Schuyler, the motion carried unanimously.

12. Resolution No. 22-05 Amending the Police Procedures Manual to Add Section 28: Peace Officer Credibility Disclosure Notifications Policy

Staff Report from Marshal Schmalz dated 4-5-22 presenting an amendment to the Police Procedures Manual.

Marshal Schmalz explained under Senate Bill 21-174 a statewide model for peace officer credibility disclosure notifications was created, and local district attorney offices were required to adopt and implement them. The 7th Judicial District, District Attorney has recently adopted a policy, and local jurisdictions are now following suit. He requested the Town adopt the policy and include it in the Police Procedures Manual.

ACTION:

Councilor Schuyler moved to approve Resolution No. 22-05 Amending the Police Procedures Manual to Add Section 28: Peace Officer Credibility Disclosure Notifications Policy. Mayor Pro Tem Meyer seconded the motion, which carried unanimously.

13. Intergovernmental Agreement with Ouray County regarding Noxious Weed Management and Control Services

Staff Report from the Town Manager dated 4-7-22 presenting an intergovernmental agreement with Ouray County concerning noxious weed management and control services.

The Town Manager reported based on Council direction staff has met with the Uncompahgre Watershed Partnership and County Vegetation Manager to identify weed infestation on Town property along the river, and discussed and agreed upon Herbicide application protocols. Prior to undertaking the work, an agreement is needed to be executed with the County to memorialize the scope of work and terms of payment, he stated.

There were questions from the Council.

ACTION:

Moved by Mayor Pro Tem Meyer seconded by Councilmember Schuyler and unanimously carried to approve the Intergovernmental Agreement with Ouray County concerning Noxious Weed Management and Control Services.

14. Letter of support for Congressional Directed Spending Request for acquisition of land at 660 Sherman St. for a mixed-use development project

Mayor Clark told the Council the Home Trust of Ouray County applied for grant funds last week and need a letter of support from the Town, which he signed and is now asking the Council to ratify the action.

Andrea Sokolowski with the Home Trust explained the organization has applied for grant funds with the Department of Local Affairs to construct a three story mixed use building on Highway 62. If received the 1.565 million dollar grant will be used for land purchase,

surveying, engineering, site improvements and infrastructure to begin the project. Total project cost of 12 million will be needed and the building will include 2000 sq feet of commercial space; 14 affordable rental units of 580 and 1160 square feet; a day care facility and playground.

ACTION:

Moved by Councilmember Lakin to ratify the letter of support for Congressional Directed Spending Request for acquisition of land at 660 Sherman St. for a mixed-use development project, seconded by Councilor Enochs, the motion carried unanimously.

15. Contribution request from the Home Trust of Ouray County

Staff Report from the Town Manager dated 4-7-22 presenting a request from the Home Trust of Ouray County for \$10,000 to support their operations.

Manager Neill explained at the prior meeting the Council expressed commitment to fund the newly formed Home Trust of Ouray County, and requested to know prior to taking action, what other local governments will contribute. He reported the Ouray County Board of Commissioners have pledged to contribute \$10,000.

Andrea Sokolowski, President of the Home Trust, submitted a narrative of a request for \$10,000 noting the organization is being based on a "community land trust model".

There were questions from the Council.

ACTION:

Moved by Councilor Schuyler, seconded by Councilor Enochs and approved unanimously to contribute \$10,000 to the Home Trust of Ouray County in Fiscal Year 2022, with the funding to come out of the Affordable Housing line item in the General Fund.

The Council took a recess at 7:40 p.m. and reconvened at 7:45 p.m.

16. Annual appointment of Mayor Pro Tem and review of Council representation on commissions, committees and boards

Staff Report from the Town Clerk dated 3-31-22 presenting the annual vote for Mayor Pro Tem, and a list of current Council representation on committees, commissions and boards.

ACTION:

It was moved by Councilmember Grambley and seconded by Councilor Enochs to appoint Councilor Meyer Mayor Pro Tem. After a call for the vote the motion carried unanimously.

The Council reviewed and discussed Council representation, and it was agreed that Councilor Enochs would represent the Council on the Parks and Trails Committee; Councilor Thomas will serve on the Sneffels Energy Board and as alternate on the Ouray County Water Users Association; Councilmember Schuyler as alternate to the Ouray County Joint Planning Board and Councilor Thomas wishes to serve on the Sustainability Committee when it is formed.

MISCELLANEOUS REPORTS

17. Update regarding water service revenue in fiscal year 2021

Staff Report from the Town Manager dated 4-5-22 presenting background on revenues received for water service in 2021.

The Town Manager explained Council has been expressed to aim to balance costs equitably across commercial and residential water users. In 2020 new rates were implemented and the service revenue goal exceeded the amount by .39%, and in 2021 fell short by 3.75%.

There were comments and discussion by the Council.

18. Monthly Managers Report

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

EXECUTIVE SESSION

The Town Attorney suggested the Council enter into a closed session pursuant to CRS 24-6-402(4)(b) for the purpose of receiving legal advice regarding the paving of Lena Street and the implementation agreement with Lena Commons, LLC.

ACTION:

Mayor Pro Tem Meyer moved to enter into closed session pursuant to CRS 24-6-402(4)(b). Councilmember Schuyler seconded and motion carried unanimously.

The Council entered into closed session with the Town Attorney, Town Manager and Town Engineer at 8:40 p.m.

The Council reconvened into open session at 9:20 p.m.

ADJOURNMENT

The meeting adjourned at 9:20 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
May 2022

Name	Memo	Account	Paid Amount
Pioneer		Alpine-Operating Account	
	mulch - Hartwell Park	732POO · Supplies & Materials	-247.35
	trail sand - Weaver Park	732POO · Supplies & Materials	-436.64
TOTAL			-683.99
Consolidated Electrical Distrib...		Alpine-Operating Account	
	fuse for bollard	638GO2 · Street Lighting	-212.41
TOTAL			-212.41
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-20.00
TOTAL			-20.00
Community Planning Strategie...		Alpine-Operating Account	
	Triangle Lot 1 PUD - Mar 2022	513GOO · Planning Consulting	-173.25
	general - Mar 2022	513GOO · Planning Consulting	-1,341.25
	2021 bldg permit review - Mar 2022	513GOO · Planning Consulting	-247.50
	Ironrail Townhomes - Mar 2022	513GOO · Planning Consulting	-74.25
	bldg permits - Mar 2022	513GOO · Planning Consulting	-2,571.75
	Firehouse amended plat - Mar 2022	513GOO · Planning Consulting	-2,052.00
	Yellow Brick Road - Mar 2022	513GOO · Planning Consulting	-771.00
TOTAL			-7,231.00
Shums Coda Associates		Alpine-Operating Account	
	building inspection	514GOO · Consulting Services	-337.50
	plan review - 185 N. Lena	514GOO · Consulting Services	-1,957.50
TOTAL			-2,295.00
Clear Networx, LLC		Alpine-Operating Account	
	May 2022	543GOO · Telephone	-56.00
	May 2022	643GO2 · Telephone	-56.00
	May 2022	843GO3 · Telephone	-61.00
	May 2022	943WOO · Telephone	-56.00
	May 2022	943SOO · Telephone	-56.00
	May 2022	530GOO · Computer	-50.00
	May 2022	630GO2 · Computer	-50.00
	May 2022	730POO · Computer	-50.00
	May 2022	830GO3 · Computer	-50.00
	May 2022	930WOO · Computer	-50.00
	May 2022	930SOO · Computer	-50.00
	May 2022	930WOO · Computer	-50.00
	May 2022	930SOO · Computer	-25.00
	May 2022	630GO2 · Computer	-25.00
	May 2022	843GO3 · Telephone	-55.00
TOTAL			-740.00

Town of Ridgway
Register of Demands
May 2022

Name	Memo	Account	Paid Amount
UMB Bank, N.A.		Alpine-Operating Account	
	interest	591GOO · RAMP Bond	-12,823.50
TOTAL			-12,823.50
Grand Junction Pipe & Supply ...		Alpine-Operating Account	
	raw wtr line repair @ shop	931WOO · Maintenance & Repairs	-125.38
	extend wtr line - Cottonwood	775POO · Park Improvements	-182.40
TOTAL			-307.78
The Paper Clip LLC		Alpine-Operating Account	
		541GOO · Office Supplies	-53.14
		541GOO · Office Supplies	-171.28
		541GOO · Office Supplies	-19.70
		841GO3 · Office Supplies	-88.56
TOTAL			-332.68
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-56.06
		642GO2 · Utilities	-56.07
		942SOO · Utilities	-56.06
		942WOO · Utilities	-56.06
TOTAL			-224.25
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - c cntr/t hall	-53.76
		842GO3 · Utilities	-53.76
		542GOO · Utilities	-53.76
TOTAL			-161.28
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-45.84
TOTAL			-45.84
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-26.01
TOTAL			-26.01
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-19.17
		942SOO · Utilities	-19.17
		942WOO · Utilities	-19.16
TOTAL			-57.50

Town of Ridgway
Register of Demands
May 2022

Name	Memo	Account	Paid Amount
Black Hills Energy-Broadband		Alpine-Operating Account	
		783PO1 · Broadband Station	-14.84
TOTAL			-14.84
USABlueBook		Alpine-Operating Account	
	meter box keys (6); box cover wrenches...	932WOO · Supplies & Materials	-454.10
	suction hose - wtr truck	661GO2 · Vehicle & Equip Maint & Repair	-204.57
	hydrochloric acid	932WOO · Supplies & Materials	-69.61
TOTAL			-728.28
Alternative Power Enterprises		Alpine-Operating Account	
	dep - solar - Athletic Park	775POO · Park Improvements	-5,025.68
TOTAL			-5,025.68
Home Trust of Ouray County		Alpine-Operating Account	
	contribute Home Trust	535GOO · Affordable Housing	-10,000.00
TOTAL			-10,000.00
Ouray County Road & Bridge		Alpine-Operating Account	
	3/25/22-4/18/22	560GOO · Gas & Oil	-114.09
	3/25/22-4/18/22	660GO2 · Gas & Oil	-779.77
	3/25/22-4/18/22	760POO · Gas & Oil	-301.71
	3/25/22-4/18/22	960WOO · Gas & Oil	-423.62
	3/25/22-4/18/22	960SOO · Gas & Oil	-796.00
	3/25/22-4/18/22	860GO3 · Gas & Oil	-908.31
TOTAL			-3,323.50
Inland Potable Services, Inc.		Alpine-Operating Account	
	inspect tanks @ plant	931WOO · Maintenance & Repairs	-2,750.00
TOTAL			-2,750.00
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-612.00
TOTAL			-612.00
National Business Furniture		Alpine-Operating Account	
	utility table	571GOO · Office Equipment Purchase	-414.00
TOTAL			-414.00
International Inst. of Municipal ...		Alpine-Operating Account	
	IIMC	522GOO · Dues & Memberships	-175.00
TOTAL			-175.00

Town of Ridgway
Register of Demands
May 2022

Name	Memo	Account	Paid Amount
True Value		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-33.52
		732POO · Supplies & Materials	-289.48
		732PO1 · Supplies - c cntr/t hall	-68.52
		932SOO · Supplies & Materials	-33.51
		932WOO · Supplies & Materials	-301.75
TOTAL			-726.78
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-41.60
		915SOO · Dues & Memberships	-41.60
TOTAL			-83.20
Dana Kepner Company Inc		Alpine-Operating Account	
	meters (24)	988WOO · Taps & Meters	-4,798.56
TOTAL			-4,798.56
Dell Marketing LP		Alpine-Operating Account	
	computers & docking (4) - vehicles	832GO3 · Equipment & Supplies	-12,237.76
TOTAL			-12,237.76
WestCo		Alpine-Operating Account	
	2nd qtr 2022	885GO3 · Dispatch Services	-14,124.55
TOTAL			-14,124.55

AGENDA ITEM #3



TOWN OF RIDGWAY, COLORADO OFFICIAL PROCLAMATION

A Proclamation Declaring May 2022 as Mental Health Awareness Month

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health and other chronic health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen share the burden of mental health problems and have a responsibility to promote mental wellness and support prevention efforts; and

WHEREAS, organizations like Tri-County Health Network fight all year, not just in May, to bring mental health awareness to the forefront and offer programs and services to the community to address mental health needs.

NOW THEREFORE, we, the Ridgway Town Council, do hereby proclaim May 2022 as Mental Health Awareness Month in the Town of Ridgway, Colorado, and we call upon the citizens, government agencies, public and private institutions, businesses and schools in the Town of Ridgway to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

PROCLAIMED THIS 11th day of May 2022

TOWN OF RIDGWAY

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

AGENDA ITEM #4



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

Application for Use of Parks, Facilities and Right-of-Way

Applicant Name:	<u>Bennett Forgeworks</u>	Contact Person:	<u>Will Brumas</u>
Applicant Phone:	<u>970 626 2100</u>	Contact Phone:	<u>970 316 3074</u>
Applicant Email:	<u>will@forgework.com</u>	Event Date:	<u>Aug. 25 2022</u>
Organization Name:		Event Time:	<u>5 - dark</u>
Type of Event:	<u>Block Party</u>	# Attendees:	<u>TBD</u>

Specify park, facility and/or public right-of-way for the event (*check all that apply*):

<input type="checkbox"/> Hartwell Park	<input type="checkbox"/> Hartwell Park Stage	<input type="checkbox"/> Athletic Park
<input type="checkbox"/> Concession Area (Athletic Park)	<input type="checkbox"/> Dennis Weaver Memorial Park	<input type="checkbox"/> Rollans Park
<input type="checkbox"/> Cottonwood Park	<input checked="" type="checkbox"/> Right-of-Way (specify below)	<input type="checkbox"/> Community Center
<input type="checkbox"/> Other (<i>specify</i>):		

For use of Rights-of-Ways (*streets, alleys, sidewalks*) specify the exact location(s):

N. Cora Industrial block between Roundhouse & Railroad

Describe in detail the proposed use and activity for the park, facility and/or right-of-way:

community block party w/ live music

AGENDA ITEM #5



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

Application for Use of Parks, Facilities and Right-of-Way

Applicant Name:	<u>Ridgway Old West Fest</u>	Contact Person:	<u>Eve Becker-Doyle</u>
Applicant Phone:	<u>469-682-9710</u>	Contact Phone:	<u>469-682-9710</u>
Applicant Email:	<u>evebeckerdoyle@icloud.com</u>	Event Date:	<u>Saturday, Sept 24</u>
Organization Name:	<u>Ridgway Western Heritage Society</u>	Event Time:	<u>1:30 - 3 pm</u>
Type of Event:	<u>Festival</u>	# Attendees:	<u>a few hundred for Festival up to a couple dozen for Heritage Park</u>

Specify park, facility and/or public right-of-way for the event (check all that apply):

<input type="checkbox"/> Hartwell Park	<input type="checkbox"/> Hartwell Park Stage	<input type="checkbox"/> Athletic Park
<input type="checkbox"/> Concession Area (Athletic Park)	<input type="checkbox"/> Dennis Weaver Memorial Park	<input type="checkbox"/> Rollans Park
<input type="checkbox"/> Cottonwood Park	<input checked="" type="checkbox"/> Right-of-Way (specify below)	<input type="checkbox"/> Community Center
<input checked="" type="checkbox"/> Other (specify): <u>Heritage Park (Heritage Park)</u>		

For use of Rights-of-Ways (streets, alleys, sidewalks) specify the exact location(s):

From East side of
Heritage Park

to 550 entrance to OC fairgrounds

Describe in detail the proposed use and activity for the park, facility and/or right-of-way:

We plan to have horses & riders on the property to
promote attendance at the Wild West show. We will
cover the few sprinklers with rocks or construction cones.



***Selling of alcoholic beverages** requires an application for a State of Colorado Special Events Liquor License. Application must be made with the Town Clerk, and the license received prior to holding the event.

The Applicant agrees to comply with all rules and regulations of the Town of Ridgway:

1. The Applicant agrees to not violate any Town ordinance or other law while using the Town property.
2. The Applicant agrees to be responsible for any and all damages to Town facilities that may occur during the period of use.
3. The Applicant agrees that the Town is not responsible for any loss whatsoever incurred by the User.
4. The Applicant is responsible for restoring the area to the same condition in which it was found. Failure to comply will result in the loss of damage deposit.
5. The Applicant agrees to immediately notify the Town of any damage.
6. The Applicant understands and agrees that the damage deposit may be used to cover any damage, cleanup, or loss incurred by the Town.
7. The Applicant hereby agrees to hold the Town of Ridgway, Colorado, their officers, agents and employees harmless on account of any damages to User's persons or property and to defend and indemnify the Town of Ridgway and their officers, agents or employees for any damages suffered, or claims made or adjudged against them arising out of the use of the Town property by Applicant.

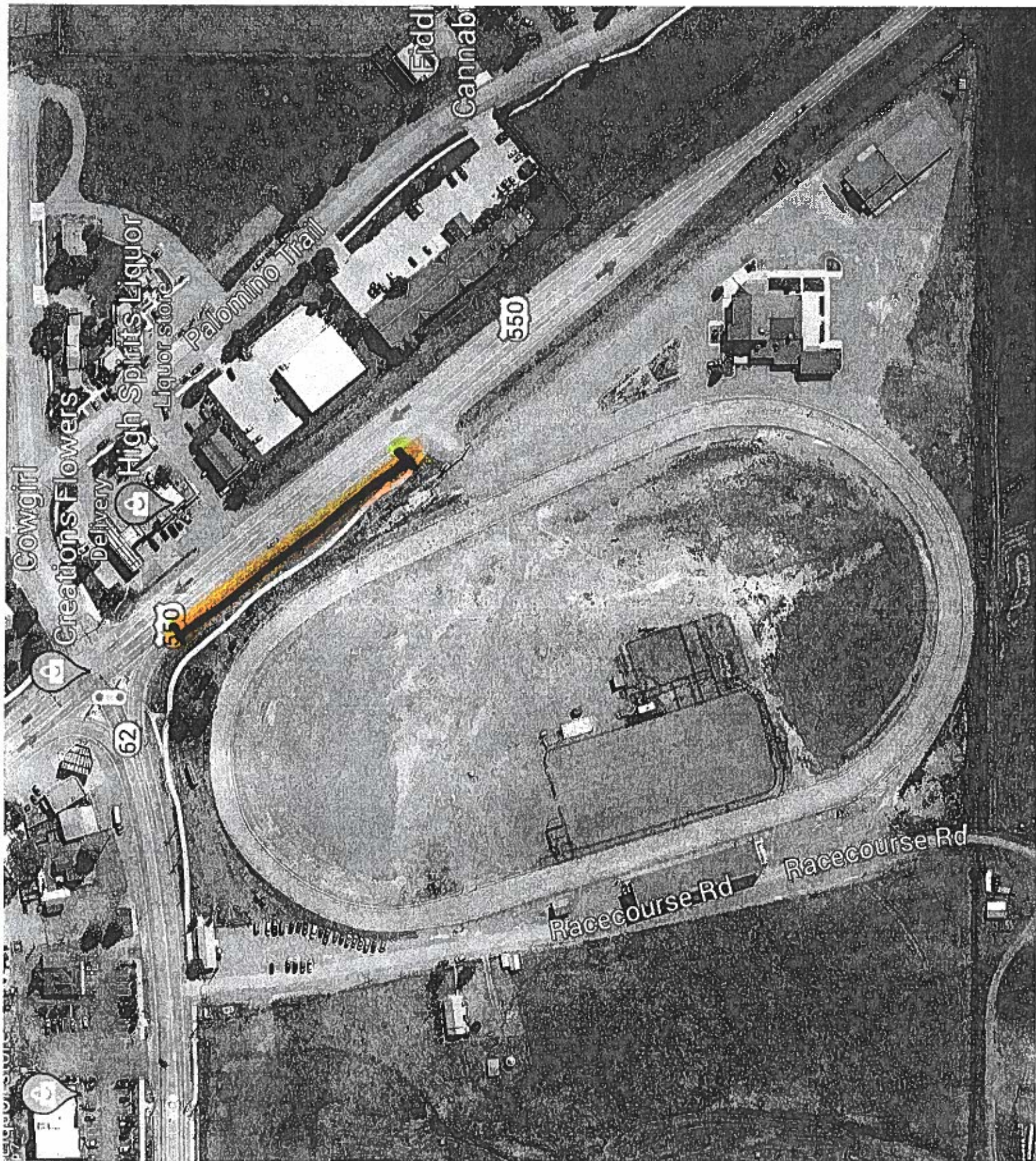
I, Eve Decker-Daile, the Applicant, hereby state that I have read the foregoing terms, conditions, rules and regulations and hereby agree that for consideration of the use of the Town property that I and the User (if different) _____ will comply with all applicable conditions herein.

Applicant Signature: _____

Eve Decker-Daile

Date: _____

4-27-22



[illegible]

AGENDA ITEM #6

AGENDA ITEM #7



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 6, 2022
Agenda Topic: **Annual presentation from the Ridgway Youth Advisory Council**

SUMMARY:

In October 2021, Council appointed the following students to the 2021-2022 Youth Advisory Council (YAC):

- Cooper Ahern
- Anna Bartschi
- Kayla Bolane
- Maizy Gordon
- Gillian Jordan
- Indigo Krois
- River Randolph
- Eleni Wallin
- Kaitlyn Winkelmann

The YAC met a total of 7 times during their term (November thru May). To watch any of those meetings, visit the Town's [YouTube channel](#). You can also visit the YAC [Google Site](#) to learn more about each member and to read summaries of each meeting. Highlights of this year's YAC program include:

- Anna Bartschi appointed mayor; Cooper Ahern appointed mayor pro-tem
- Local Government Basics Presentation
- Presentation from *Safer More Affirming Communities*
- Establishment of the YAC [Google Site](#)
- Presentation from *West Slope Youth Voice*
- Community Suggestion Box Project
- Presentation from Ridgway Town Marshal and Victim Advocate
- Presentation from *Ridgway Community Garden*
- Presentation from Ouray County Commissioner

YAC members will attend Wednesday's Council meeting to deliver their end-of-year presentation. They will go into detail about their key takeaways from their time on the YAC.

AGENDA ITEM #8



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 4, 2022
Agenda Topic: **Award of bid for the Lena Street North Project**

ACTION BEFORE COUNCIL:

Council is asked to consider approving a Notice of Award for the Lena Street North Project. The Notice of Award is appended to this memo as Attachment 1.

BACKGROUND:

In August of 2019, the Town entered into a *Development Agreement* with Lena Commons, LLC establishing the terms, conditions, and other provisions which govern the use and development of the Lena Street Commons property and the Lena Street Commons project. That Development Agreement calls for certain improvements to be made to the section of Lena Street between Otto Street and Charles Street, which work would consist of 1) the excavation and reconstruction of this existing section of Lena Street, 2) the paving of this existing section of Lena Street, and 3) the installation of sidewalk, curb, gutter, parking, drainage, landscaping and other related facilities and improvements on both sides of Lena Street at some point in the future. The Development Agreement also specifies that the cost and expense of constructing the Lena Street improvements shall be allocated between the parties as follows: Lena Commons, LLC (60%) and the Town (40%).

A mutually agreeable implementation plan known as the *Project Development and Implementation Agreement – Lena Street Improvements*, was executed between the parties on March 4, 2022. It's appended to this memo as Attachment 2. It was put in place to establish the responsible parties for undertaking varying elements of the Lena Street improvements as well as the timing and sequencing for performing the work.

The Town and Lena Commons, LLC selected a licensed engineer to prepare the design and plans for the improvements to Lena Street, known as the Lena Street North Project. Pursuant to the Project Development and Implementation Agreement, the Town issued a Request for Bids (RFB) for the Lena Street North Project in late February. Bids were due by 3:00 p.m. on March 31st. The RFB sought bids from qualified contractors to furnish all labor, equipment, materials, and incidentals for the Lena Street North Project in accordance with the plans and specifications developed by the engineer.

SUMMARY:

The Town received the following two base bids:

- KSK, LLC \$860,000.00
- Ridgway Valley Enterprises, Inc. \$864,784.75

According to the Town's Procurement Policy, "Awards shall generally be made to the bidder whose bid best meets the requirements and criteria set forth in the RFB." Moreover, an award should be made to the best qualified, responsible and responsive bidder whose evaluation by the Town and property owner indicates that the award will be in the best interests of the overall project.



After reviewing the bids carefully, developing a bid summary, checking the math on both bids, checking references, and taking into consideration the input provided by Lena Commons, LLC, **Town staff is recommending that the Town Council award the Lena Street North Project to Ridgway Valley Enterprises, Inc.** This company is based out of Montrose, CO and the company president has stated that, if awarded, they would intend to start in early to mid-June.

Reference checking was a critical component of the bid evaluation process. Staff talked with a variety of references for both companies and, based on the information that was shared with staff, staff feels that an award to Ridgway Valley Enterprises, Inc. would be in the best interests of the overall project. The experience provided in the reference checks and on the submitted qualification statements indicated to staff that Ridgway Valley Enterprises, Inc. more closely met the review criteria.

FINANCIAL IMPLICATIONS:

This project was identified as a Capital Improvement Project in the 2022 Annual Budget. Funding has been set aside over the last two budget cycles for the Town to meet its financial obligation (40%) to this project. As of January 1, 2022, the Town has set aside a total of \$425,000 in a reserve account to cover its estimated costs of the Lena Street North Project.

If the Town Council were to make the award to Ridgway Valley Enterprises, Inc. at the base bid cost of \$864,784.75, please note that the Town and Lena Commons, LLC would need to account for an additional amount for contingencies and project management costs to be split 60/40 as described above. That additional amount is estimated at \$189,250, with \$43,250 for contingency (5%) and \$146,000 for project management costs. That brings the total amount needed to be escrowed at the 60/40 split to \$1,054,034.75. The Town's portion would come to \$421,613.90, which falls within the budgeted amount. Please note that the aim is for none of the contingency amount to be needed.

PROPOSED MOTION:

"I move to issue Notice of Award for the Lena Street North Project to Ridgway Valley Enterprises, Inc., as presented, and contingent upon Lena Commons, LLC depositing its share of the cost of the project (60%) into the escrow account held and maintained by the Town and dedicated exclusively for use by the parties in connection with the Project Development and Implementation Agreement for the payment of the cost of the project."

ATTACHMENTS

Attachment 1 – Notice of Award

Attachment 2 – Project Development and Implementation Agreement – Lena Street Improvements



ATTACHMENT 1

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

NOTICE OF AWARD

Town of Ridgway, Colorado

DATE: 5/ /2022

TO: Ridgway Valley Enterprises, Inc.

ADDRESS: PO Box 1702 Montrose, CO 81402

PROJECT NAME: Lena Street North Project

You are hereby notified that your Bid dated 3/31/2022 for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the Town of Ridgway Lena Street North Project.

The Contract Price of your contract is Eight Hundred Sixty-Four Thousand Seven Hundred Eighty-Four Dollars and 75/100 (\$864,784.75). The Owner reserves the right to add or delete work as the project progresses for the unit prices above to ensure the project stays within budget.

Actual payments will be based on the quantity and unit price for the work completed in accordance with the Contract Documents.

Within ten (10) calendar days of this Notice of Award, you are required to provide the following items to the Town:

1. Executed Agreement/Contract including required Contract Security (Performance Bond) as specified in the Agreement/Contract; and
2. Certificate of Insurance with the minimum insurance coverages listed in the Agreement/Contract and naming the Town of Ridgway as an additional insured; and
3. Completed W-9.

If you fail to return the above-described items by May 21, 2022, the Town of Ridgway will be entitled to consider all your rights arising out of the acceptance of your bid as abandoned. The Town of Ridgway will be entitled to such other rights as may be granted by law.

--- Signature page follows ---



ATTACHMENT 1

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

OWNER: Town of Ridgway

BY: _____
John I. Clark

TITLE: _____
Mayor

ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by:

BY: _____ TITLE: _____

DATE: _____

Employer ID Number: _____

Upon completion, please return this form to:

Preston Neill
Town Manager
Town of Ridgway
PO Box 10
Ridgway, CO 81432
pneill@town.ridgway.co.us

**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 ^{March} ~~February~~ 22nd 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. Within three business days of the mutual acceptance of Bid Documents and the Bid Awarding (“**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.

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)]	March 3, 2022
ii.	Pre-Bid Meeting	March 17, 2022
iii.	Deadline for Bid submittal	March 24, 2022
iv.	Bid Opening	March 24, 2022
v.	Bid Awarding by Ridgway Town Council	April 13, 2022
vi.	Commencement of the work	Construction Season - 2022
vii.	Completion of the Work	On or Before 12/31/2022

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

- ☒ Agreement including General Conditions
- ☒ Request for Bids and Instructions to Bidders
- ☒ Bid Form
- ☒ Measurement and Payment
- ☒ Specifications
- ☒ Drawings
- ☒ Addenda – if any
- ☒ Change Orders - if any
- ☒ Written Interpretation of OR - if any
- ☒ Performance Bond and Payment Bond
- ☒ Notice of Award
- ☒ Notice to Proceed

The Town shall provide the Property Owner with a draft of the Bid Documents when compiled by the Town for review and comment by the Property Owner and in any event, prior to the time that the Bid Documents are released to the public. Property Owner shall provide any comments on the Bid Documents within two business days after receiving the initial drafts.

- 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 March 17, 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 24, 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 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, 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 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.

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: [Signature]

Date: 3-1-22

Printed Name: A. Travis Spitzer
Title: Managing Partner

STATE OF Colorado)
COUNTY OF San Miguel) ss.

Subscribed to and acknowledged before me this 1st day of March, 2022, by A. Travis Spitzer
as the Managing Partner of Lena Commons, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Mariana Leonidovna Cantir
Notary Public

My commission expires: June 9th, 2025

MARIANA LEONIDOVNA CANTIR
Notary Public
State of Colorado
Notary ID # 20174019166
My Commission Expires 06-09-2025

ATTACHMENT 2

TOWN:

Town of Ridgway, Colorado,
a municipal corporation

By: [Signature]

Date: 3/4/22

Printed Name: John I. Clark
Title: Mayor

ATTEST:

[Signature]
Town Clerk

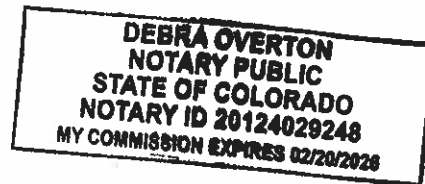
STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 4 day of March, 2022 by Pam Kraft
Town Clerk & John Clark, Town Manager, Town of Ridgway, Colorado.
Mayor

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 2-20-2026



AGENDA ITEM #9

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), made effective as of _____, 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

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”**.

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 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. The Preliminary Plat for the Project further references those Units in the Project that are designated as Deed Restricted Units. The Parties may mutually agree to amend this Development Agreement to modify the Units which are being designated as a Deed Restricted

Unit without the need to amend the Preliminary Plat or Final Plat.

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) 125% 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) 125% 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. Should the drainage from the Project negatively impacts the Town property, the Parties, including the Association if the Owner has completed the Project, agree to meet and confer in the future to identify and implement remediation measures to address the issue. It shall be the responsibility of the Town to secure any approvals for the installation of the remediation measures and it shall be the responsibility of the Owner or the Association for the cost associated with the installing and implementing of the remediation measures.

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/mailed 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/mailed 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.

AGREED TO AND MADE EFFECTIVE BY THE PARTIES AS OF THE EFFECTIVE DATE.

PROPERTY OWNER:

Alpine Homes-Ridgway, LLC,
a Colorado limited liability company

By: _____
Joel A. Cantor, Manager

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2022, by Joel A. Cantor, as the Manager of Alpine Homes-Ridgway, 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

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,

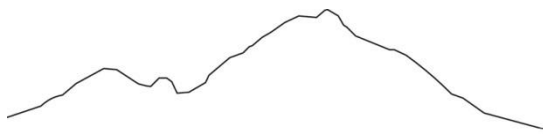
Exhibit B
(Schedule of Infrastructure Improvements)

1. Survey monuments.
2. A sewer collection system connected to the Town's sewage system shall be required and dedicated to the Town.
3. A domestic water distribution system connected to the Town's system and dedicated to the Town.
4. A fire prevention system.
5. Electricity, telephone and CATV.
6. Streets within and adjacent to the subdivision as necessary to provide access to each lot. Existing streets maintained by the Town for public use shall be improved by the subdivider to the extent necessary to provide access to abutting lots and to provide proper drainage, grade and sidewalk grade. Streets shall be paved in circumstances where required by Town street specifications. Streets shall be dedicated to the Town.
7. Street signs, stop signs or similar traffic central devices.
8. A storm drainage system.
9. Street lights.
10. Curb and gutter shall be provided along paved streets and where required by Town specifications. Concrete sidewalk shall be provided along all abutting streets except when the Planning Commission and Town Council determine that sidewalk is necessary on only one side of a local street because of the shortness of the street, unusual topographical factors or other circumstances which alleviate the need for such sidewalk. In those cases where the proper grade of the sidewalk cannot be determined, the Planning Commission and Town Council may authorize the execution and recording of an agreement on forms provided by the Town to join in an improvement district to install the sidewalk at such time as sidewalk construction becomes feasible instead of immediate construction.
11. Public trail easements shall be provided and constructed as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time, and including the Uncompahgre RiverWay Trail. The Town may waive this requirement if the property at issue has existing trail easements dedicated to the Town of Ridgway.

Exhibit C
(Preliminary Plat)

Exhibit D
(Development Plans)

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: Temporary Access Agreement – Agenda Item No:
Date: 5/6/2022
CC: Mr. Preston Neill

ACTION BEFORE COUNCIL:

Enclosed in the packet is a proposed Temporary Access Agreement between the Town of Ridgway and Echo Properties Corp., a Colorado corporation (Echo Properties), Railroad Depot Funding, LLC, a Colorado limited liability company (“Depot Funding”); Ridgway Railroad Museum (“RRM”); and Ouray County Ranch History Museum (“OCRHM”).

BACKGROUND AND SUMMARY:

East of the Ridgway Town Hall, off of Railroad Street are two parcels of land owned by Echo Properties, the northern parcel leased to Depot Funding and RRM (the “Northern Parcel”), and the southern parcel leased to the OCRHM (the “Southern Parcel”). The Northern Parcel is currently used for the operation of the RRM, and the Southern parcel is currently used by the OCRHM. It is anticipated that both RRM and the OCRHM will continue to develop the respective parcels, with additional facilities in support of the museums.

Dating back to 2017, the Town Council has entered into a series of temporary access agreements with Depot Funding, RRM and OCRHM for access to the parcels, with the goal being that a long-term access agreement be entered into. The proposed Temporary Access Agreement provides Echo Properties, Depot Funding, RRM and the OCRHM temporary access to the two parcels at three points, as detailed on Exhibit C to the Temporary Access Agreement until December 31, 2022.

PROPOSED MOTION:

“I move to approve the Temporary Access Agreement between the Town of Ridgway and Echo Properties Railroad Depot Funding, the Ridgway Railroad Museum and the Ouray County Ranch History Museum.”

ATTACHMENTS:

TEMPORARY ACCESS AGREEMENT AND EXHIBITS 1 - 3.

TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT (this “**Agreement**”), dated as of May 11, 2022 (“**Effective Date**”), is by and between the TOWN OF RIDGWAY, a home-rule municipality and political subdivision of the State of Colorado (“**Grantor**”); and ECHO PROPERTIES CORP., a Colorado corporation (“**Echo Properties**”); Railroad Depot Funding LLC, a Colorado limited liability company (“**Depot Funding**”); Ridgway Railroad Museum (“**RRM**”); and Ouray County Ranch History Museum (“**OCRHM**”) (collectively referred to hereinafter as “**Grantee**”).

RECITALS

A. Echo Properties is the owner of real property comprising approximately 16.7 acres of land located in Ridgway Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and Depot Funding is the owner of real property comprising approximately 0.6 acres of land located in Ridgway Colorado, more particularly described on Exhibit B, attached hereto and incorporated herein, (both properties combined referred to hereinafter as the “**Property**”).

B. The western boundary of the Property is adjacent to the eastern boundary of Railroad Street, Ridgway, Colorado.

C. RRM and OCRHM operate museums on the Property.

D. The Parties wish to provide for temporary access pending the potential negotiation of a long term license agreement regarding access, without prejudice to either Party’s position regarding its respective rights, claims or defenses (collectively “**Rights**”) if such agreement is not reached.

NOW, THEREFORE, in consideration of the premises and the covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

ARTICLE 1. GRANT OF LICENSE

1.1 Grant of Revocable License.

(a) Grantor hereby grants a nonexclusive revocable license to Grantee, its guests, employees, authorized agents and contractors, for ingress, egress, entry and access over the Property by way of Railroad Street at the points as further depicted on **Exhibit C**, attached hereto and incorporated herein as the N. Farm Access, the Middle Access, and the West Depot Access.

(b) This Agreement is intended and shall be construed only as a temporary license and is not intended to be a grant of an easement or any other interest in the Property.

1.2 License Revocable; Restoration of Property. Grantor shall be entitled to revoke the license granted under this Agreement at any time with 60 days prior written notice to Grantee.

ARTICLE 2.
ASSIGNMENT AND TERMINATION

2.1 Assignment, Successor and Assigns. Grantee may not assign or delegate this Agreement or its rights and obligations hereunder without the prior written consent of Grantor, which may be granted or withheld in Grantor's sole discretion. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

2.2 Termination. This Agreement shall automatically terminate, without any further action of either Grantor or Grantee, on December 31, 2022.

ARTICLE 3.
MISCELLANEOUS

3.1 Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Colorado, excluding any conflict of law principles that would direct application of the laws of another jurisdiction. This Section shall survive indefinitely. Venue is proper in Ouray County District Court.

3.2 Authority to Enter into Agreement. Grantor and Grantee each represents and warrants to the other that it has full right, power and authority to enter into and perform this Agreement, that it has taken all requisite action to authorize the execution, delivery and performance of this Agreement, and that the person signing this Agreement on behalf of the parties hereto has the full power to do so, with the effect of fully binding such party.

3.3 Further Assurances. The parties shall execute such additional documents and perform such further acts as may reasonably be necessary to give effect to the purposes of this Agreement.

3.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

3.5 Recitals: The Recitals stated above are incorporated into this Agreement.

3.6 No Admission and Reservation of Rights: The Parties agree that each Party fully retains and reserves their respective Rights, which are independent of this Agreement; and nothing in this Agreement is to be construed in any way as an admission against interest or as a waiver of any Rights.

IN WITNESS WHEREOF, the Grantor and Grantee, and each of them, has caused this Agreement to be duly executed as of the Effective Date.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, WITH SIGNATURE PAGES ON FOLLOWING PAGE

GRANTOR:

TOWN OF RIDGWAY, a home-rule municipality and political subdivision of the State of Colorado

By: _____

Date: _____

Print Name and Title

ATTEST: _____

GRANTEE:

RAILROAD DEPOT FUNDING, LLC, a Colorado limited liability company

By: _____

Date: _____

Print Name and Title

ECHO PROPERTIES CORP., a Colorado corporation

By: _____

Date: _____

Print Name and Title

RIDGWAY RAILROAD MUSEUM, a Colorado Non-Profit Corporation

By: _____

Date: _____

Print Name and Title

OURAY COUNTY RANCH HISTORY MUSEUM, a Colorado Non-Profit Corporation

By: _____

Date: _____

Print Name and Title

Exhibit A

(Legal Description of Echo Properties property)

A part of Tract A of the Park Subdivision, Town of Ridgway, County of Ouray, State of Colorado, as described in the Warranty Deed recorded June 23, 1989 at Book 210, Pages 715-716, Reception Number 144927, Ouray County Clerk and Recorder's Records, and as depicted on the boundary survey attached thereto, and more particularly described as follows:

Beginning at the northwest corner of said Tract A of the Park Subdivision; thence S 88°44'59"E 660.01 feet along the north boundary of the S1/2NW1/4 of Section 16, Township 45 North, Range 8 West, N.M.P.M.; thence S 01°21'48"W 1195.07 feet; thence S 89°02'25"W 360.55 feet; thence S 87°35'20"W 189.74 feet; thence N 03°48'17"W 1225.86 feet to the point of beginning.

Also known as Ouray County Assessor Parcel Acct. No. R 000344

County of Ouray
State of Colorado

Exhibit B

(Legal Description of Railroad Depot Funding property)

Lot 1, Mitchell Subdivision No. 2 as shown on the plat recorded May 3, 1988 at Reception No. 142666, Ouray County Records

Also known as Ouray County Assessor Parcel Account R 001928

County of Ouray

State of Colorado

Exhibit C



N Farm
Access

N38°09'18"

Middle
Access

W107°45'13"

West Depot
Access

Google Earth

© 2013 Google

AGENDA ITEM #11



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 5, 2022
Agenda Topic: **Resolution No. 22-06 Establishing the Town of Ridgway Sustainability Advisory Board**

ACTION BEFORE COUNCIL:

Council is asked to review and consider adopting Resolution No. 22-06 Establishing the Town of Ridgway Sustainability Advisory Board.

PROPOSED MOTION:

"I move to adopt [with or without modifications] Resolution No. 22-06, A Resolution of the Town Council of the Town of Ridgway, Colorado, Establishing the Town of Ridgway Sustainability Advisory Board, and I further move to appoint _____ to serve as the Ex-Officio Council member on the Sustainability Advisory Board."

BACKGROUND:

In recent months, the calls for a Town of Ridgway-sanctioned "sustainability committee" have grown. Back in March, Council gave direction to staff to research similar-type committees in other communities and to prepare an Authority and Procedures that would govern things like membership requirements, term of office, roles and responsibilities, and specific goals of the program.

Many local governments across Colorado and even the rest of the nation have enacted sustainability committees to provide opportunities for resident and stakeholder input on priorities, to support implementation of local climate action plans, and to make recommendations to local governing boards. Deb Overton, Administrative Assistant, spent time researching existing committees in Colorado communities like Carbondale, Edgewater, Golden, Nederland, Salida, Snowmass Village and Superior. From that research, we have drafted an Authority and Procedures which contains more information on the purpose, duties, and procedures of the Sustainability Advisory Board. The Authority and Procedures can be found in Exhibit A to Resolution No. 22-06.

FINANCIAL CONSIDERATIONS:

The Sustainability Advisory Board would be supported by Town staff and is anticipated to meet once a month. Staff support includes posting of vacancies, posting meeting notices, record keeping, preparing information for meetings, drafting minutes, and assisting with reporting recommendations to Council. The town manager is anticipated to regularly attend Sustainability Advisory Board meetings. Town staff support is collectively estimated at 8 to 16 hours per month.

IMPLEMENTATION:

If Resolution No. 22-06 is adopted by Council, staff would plan to post a solicitation for membership through the Town's communication channels very soon. The application submittal deadline would be in late June. Interviews and appointments would be scheduled for Council's regular meeting in July.

ATTACHMENT:

Resolution No. 22-06

RESOLUTION NO. 22-06

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
RIDGWAY, COLORADO, ESTABLISHING THE TOWN OF
RIDGWAY SUSTAINABILITY ADVISORY BOARD**

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

WHEREAS, the Town Council has determined that it is appropriate to formally establish the Town of Ridgway Sustainability Advisory Board and set forth its duties, which shall include consideration of environmental issues and making recommendations with respect to such issues to the Town Council; and

WHEREAS, the establishment of a Sustainability Advisory Board would help the Town meet GOAL ENV-4 of the Town of Ridgway Master Plan that states, “Advocate for the efficient use of resources and sustainable practices that work to eliminate harmful impacts to the health of the community and natural environment.”

WHEREAS, the Town Council recognizes that establishing a Sustainability Advisory Board to serve as an advisory body to the Town Council, will help to effectuate improvements to the Ridgway Municipal Code, Town operations and Town facilities on matters regarding sustainable practices, resource conservation, renewable energy and waste reduction, and will help advance and encourage environmentally sustainable practices and ideas within the Town.

WHEREAS, Section 5-3 of the Ridgway Charter states that the Town Council may create any commissions and boards as it deems appropriate and specify their duties, terms and responsibilities; and

WHEREAS, the Town Council finds that the establishment of a Sustainability Advisory Board will promote the health, safety and general welfare of the Ridgway community.

NOW THEREFORE, the Ridgway Town Council hereby **RESOLVES** to establish the Town of Ridgway Sustainability Advisory Board as set forth in **Exhibit A: Town of Ridgway Sustainability Advisory Board Authority and Procedures**, attached hereto.

ADOPTED AND APPROVED this ____ day of May 2022.

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

EXHIBIT A

TOWN OF RIDGWAY SUSTAINABILITY ADVISORY BOARD AUTHORITY AND PROCEDURES

1. **Establishment, Purpose and Duties.** There is hereby established the Town of Ridgway Sustainability Advisory Board (Sustainability Advisory Board). The purposes and duties of the Sustainability Advisory Board are as follows:
 - a. To advance and encourage environmentally sustainable practices and ideas within the Town;
 - b. To advise the Town Council in an effort to effectuate improvements to the Ridgway Municipal Code, Town operations and Town facilities on matters regarding sustainable practices, resource conservation, renewable energy and waste reduction;
 - c. To collaborate with Town staff to continue implementing the goals and objectives in the *Ouray County & San Miguel County Regional Climate Action Plan*;
 - d. To make recommendations to the Town Council concerning the establishment of Town-wide greenhouse gas emissions reduction targets and other goals;
 - e. To work in cooperation with other Town boards and committees to promote sustainability policies and programs;
 - f. To promote sustainability awareness and practices at Town events and assist interested individuals or groups in promoting their own sustainability practices;
 - g. Makes recommendations to provide opportunities for young people to broaden their understanding of sustainability practices and the effects they have.
 - h. Performs other tasks related to environmental sustainability as the Town Council may direct.
2. **Membership and Term.** The Sustainability Advisory Board shall be composed of not less than three (3) members, not more than seven (7) members. One (1) member shall be an Ex-Officio Town Council member appointed by the Town Council. The Ridgway Town Council shall appoint members after candidates complete an application and interview with the Town Council.

All Sustainability Advisory Board appointees shall be appointed to terms of three (3) years. In the event a vacancy should occur during the term of any member, their successor shall be appointed in the same manner for the unexpired portion of the vacated term.

3. **Qualification of Members.** Ouray County residents shall be eligible for appointment to the Sustainability Advisory Board. Ridgway residents and persons with experience in the realm of sustainability should be preferred over persons who do not.
4. **Removal from Office.** Any member of the Sustainability Advisory Board may be removed for just cause at the pleasure of the Ridgway Town Council by a majority vote of the entire Council in office at the time the vote is taken. Just cause shall include misconduct, conduct unbecoming of a Town official, or more than two (2) unexcused absences within a twelve-month period. Prior to removal, the Ridgway Town Council shall conduct a hearing and shall provide written notice to the Sustainability Advisory Board member stating the grounds for removal at least three (3) days prior to the hearing.
5. **Officers.** The Sustainability Advisory Board shall select its own Chairperson and Vice-Chairperson. The Chair, or, in the absence of the Chair, the Vice-Chair, shall be the presiding officer of its meetings. In the absence of both the Chair and the Vice-Chair from a meeting, the members present shall appoint a member to serve as Acting Chair at the meeting.
6. **Meetings.** Sustainability Advisory Board members shall attend regular meetings held once a month at Ridgway Town Hall, or as designated by the Sustainability Advisory Board. Sustainability Advisory Board members may be required to attend other meetings during their terms, including Ridgway Town Council meetings or presentations to local groups or organizations. Meetings of the Sustainability Advisory Board shall be duly noticed and open to the public.
7. **Appropriation Authority.** The Sustainability Advisory Board shall not have authority to appropriate or spend Town of Ridgway funds. The Sustainability Advisory Board may provide recommendations to the Town Manager and/or Ridgway Town Council with regard to any annual budget.
8. **Council Amendments.** The Ridgway Town Council reserves the right to amend, increase, reduce or change any or all of the powers, duties and procedures of the Sustainability Advisory Board.

AGENDA ITEM #12



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 4, 2022
Agenda Topic: **Authorization of purchase of security fence for Ridgway Water Treatment Plant, as budgeted in the 2022 Fiscal Year Budget**

ACTION BEFORE COUNCIL:

Council is asked to consider authorizing the purchase of a security fence for the Ridgway Water Treatment Plant.

SUMMARY:

Town staff has procured quotes for security fencing to be installed around the Ridgway Water Treatment Plant, including the water tanks and generator. The two quotes that were received are as follows:

- Taylor Fence Company of Grand Junction - \$57,366.00
- England Fence Co, LLC - \$64,645.00

The Town's Procurement Policy contains a provision which allows the Town Manager to waive the formal Request for Bid process for purchases in excess of \$25,000 when a request for quotes yields a better value and cost for the Town, and/or a formal bid process will not result in a competitive bidding process. The Town Council is required to approve expenditures over \$25,000 per the Procurement Policy.

Staff recommends moving forward with the quote received from Taylor Fence Company of Grand Junction for a total amount of \$57,366.00 to furnish and install a chain link security fence.

FINANCIAL IMPLICATIONS:

The 2022 Fiscal Year Budget contains \$75,000 in line item 931WOO for the purchase and installation of a security fence around the Ridgway Water Treatment Plant.

RECOMMENDED MOTION:

"I move to approve the deviation from procurement procedures, waive the formal Request for Bid process for acquisition of equipment, authorize the purchase of a security fence from Taylor Fence Company of Grand Junction in the amount of \$57,366.00 and authorize staff to enter into a purchase agreement for said equipment."

AGENDA ITEM #13



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 4, 2022
Agenda Topic: **Ratification of grant application to the Department of Local Affairs' Rural Economic Development Initiative Program**

SUMMARY:

On April 21, 2022, staff submitted a grant application to the Department of Local Affairs' Rural Economic Development Initiative (REDI) Program. The REDI Program is designed to support communities in creating jobs locally and building resilient and diversified economies. Projects should fall into one or more of the following categories:

- Job creation and retention - Both through direct and indirect means.
- Capacity building - Under special circumstances, DOLA will consider funding local economic development capacity. Staff must be tied to a specific outcome, project, and timeline, which contributes to goals of job creation, business attraction/retention, and economic resilience.
- Economic resilience - Economic resilience is the ability of a community's economy and systems that support the economy to withstand disruption and thrive in the face of change.
- Supports entrepreneurial ecosystems - Entrepreneurial ecosystems provide trainings, networking opportunities, and infrastructure to support local entrepreneurs.

There is \$780,000 available for this cycle. Awards are expected to be made by early July 2022 and awarded funds must be spent by June 30, 2024.

The request is for \$150,000 to support the rehabilitation and restoration of the Old Post Office at 540 Clinton St. Staff worked with the property owner on the crafting and submittal of the grant application. The property owner has accounted for the needed matching funds required as part of the grant application. The project scope of work is as follows:

- The front entry and the facade have been preserved
- New walls and an entire new flat roof are needed
- The east wall will be bricked to match the existing front portion, but the west wall will remain plaster because there is another building planned to the west of it
- The kitchen will be rebuilt as a commercial kitchen and new ADA compliant bathrooms are included in the design
- Arrangements for reproducing portions of the front tin facade have been made with a tin manufacturer and the interior dining room will have a tin ceiling and oak wainscoting
- The front portion will be a bar with dining areas. Brass lighting fixtures and accents are planned for the bar area and will be procured from a restoration company
- The rear portion of the building will feature dining space with art exhibition space above the wainscoting



- There will be French doors opening onto the side yard which will highlight a complementary gazebo with design accents to match the building facade. The gazebo will house additional dining space
- There will also be a stage against the outside wall of the Old Post Office for local musicians and theatrical productions
- The yard will be converted to additional outdoor dining on a flagstone patio under the trees
- Handicapped access will be provided with an entrance sidewalk from the street

The grant application requires affirmation by the Town Council, so staff recommends the following motion:

“I move to affirm the submission of the REDI Program grant application to the Department of Local Affairs to support the rehabilitation and restoration of the Old Post Office at 540 Clinton St.”

AGENDA ITEM #14

AGENDA ITEM #15