

Ridgway Town Council  
Regular Meeting Agenda  
Wednesday, July 14, 2021

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/86772241633?pwd=MTJzbis2MGsreHRiQ1BjK1NhNFVDQT09>

Meeting ID: 867 7224 1633

Passcode: 702578

Dial by your location

+1 346 248 7799 US

+1 253 215 8782 US

**5:30 p.m.**

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

**ADDITIONS & DELETIONS TO THE AGENDA**

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

1. Minutes of the Regular Meeting of June 9, 2021.
2. Register of Demands for July 2021.
3. Renewal of restaurant liquor license for Eatery 66.
4. Renewal of hotel/restaurant liquor license for Star Saloon.
5. Modification of premises for Star Saloon LLC, to add an adjacent lot to south of lawn area.
6. Renewal of restaurant liquor license for El Agave Azul.

**PUBLIC COMMENTS** Established time for the public to address the Council regarding any item not otherwise listed on the agenda. Comments will be limited to 5 minutes per person.

**PUBLIC REQUESTS AND PRESENTATIONS** Public comments will be limited to 5 minutes per person; discussion of each item may be limited to 20 minutes.

7. Proclamation supporting the inaugural Ouray County Pride celebration - Tera Wick.
8. Ridgway Youth Advisory Council end of term recognition - Mayor Clark.
9. Ridgway Area Chamber of Commerce presentation on activities and financial status - Hilary Lewkowitz, Ridgway Area Chamber of Commerce.

10. Request to close N. Cora Street between Roundhouse and Railroad Streets from 4:00 to 9:00 p.m. on August 26, 2021 for a block party for business owners in the Industrial Park - Town Clerk.

**PUBLIC HEARINGS** Public comments will be limited to 5 minutes per person; discussion of each item may be limited to 20 minutes.

11. Extension request to meet conditions of approval of Replat of Block 12, Lots 1-3; Address: 953 Moffat Street; Zone: Historic Residential; Applicant and Owner: Ellen Hunter - 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.

12. Review and direction on June 2021 Revision of Long-term Implementation Plan and Strategy for Strategic Master Plan for Ridgway Visitor Center and Heritage Park - Hilary Lewkowitz, Ridgway Area Chamber of Commerce.
13. Review and action on Professional Services Agreement between the Town of Ridgway and LRE Water for the preparation of a Water Supply Assessment - Town Manager.
14. Review and action on Professional Services Agreement between the Town of Ridgway and DHM Design for the preparation of a River Corridor Assessment - Town Manager.
15. Confirmation or amendment of Mandatory Water Restrictions, promulgated by the Mayor, restricting the use of Town water - Town Manager.
16. Confirmation or amendment of Emergency Restrictions, promulgated by the Town Manager, on burning and fires within the Town of Ridgway – Town Manager.
17. Resolution No. 21-06 Supporting the June 2021 Updates to the Colorado Communities for Climate Action Policy Statement - Town Manager.
18. Consideration of authorizing Mayor Clark to sign letter of support to Senator Michael Bennet for the addition of certain lands to the Gunnison Public Lands Initiative - Mayor Clark.
19. Discussion regarding the setting of a Special Council Meeting - Town Manager.

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

20. Proposed schedule for preparation of the 2022 Fiscal Year Budget.
21. Town Manager's Report.

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

Committees & Commissions:

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

Ridgway Scholarship Committee - Councilor Lakin and Mayor Clark

Board Appointments:

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

Ouray County Joint Planning Board - Councilor Meyer, citizens Rod Fitzhugh & Tom McKenney;  
alternate - Councilor Beck

Sneffels Energy Board - Councilor Lakin and Town Manager; alternate - Mayor Clark

Region 10 Board - Mayor Clark

WestCO Dispatch Board - Town Marshal; alternate - Town Manager

Gunnison Valley Transportation Planning Region - Town Manager

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

Ouray County Water Users Association - Councilor Meyer

Water and Land Committee for the Uncompahgre Valley - Councilor Meyer; alternate - 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, August 4, 2021 at 4:00 p.m.,  
Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

# Consent Agenda

RIDGWAY TOWN COUNCIL  
MINUTES OF REGULAR MEETING  
JUNE 9, 2021

CALL TO ORDER

The Town Council convened via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy, due to the COVID-19 pandemic.

The Mayor called the meeting to order at 5:30 p.m. The Council was present in its entirety with Councilors Beck, Ferrelli, Grambley, Lakin, Schuyler, Mayor Pro Tem Meyer and Mayor Clark in attendance.

CONSENT AGENDA

1. Minutes of the Regular Meeting of May 12, 2021.
2. Register of Demands for June 2021.
3. Renewal of Hotel/Restaurant Liquor License for the Chipeta Sun Lodge.
4. Renewal of Restaurant Liquor License for Panny's Pizza.

ACTION:

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

ACKNOWLEDGMENTS

5. Acknowledging the 25<sup>th</sup> anniversary of Pam Kraft as the Town Clerk/Treasurer

The Mayor read a proclamation honoring Pam Kraft for 25 years of service to the Town as the Clerk and Treasurer, and proclaiming June 26<sup>th</sup> as Pam Kraft Day.

ACTION:

It was moved by Mayor Pro Tem Meyer, seconded by Councilor Grambley and approved by a unanimous roll call vote to adopt the proclamation honoring Pam Kraft for 25 years of service to the Town.

PUBLIC REQUESTS AND PRESENTATIONS

6. Proclamation declaring June as Immigrant Heritage Month

Robyn Cascade presented a proposed proclamation declaring June as Immigrant Heritage Month, Mayor Clark read the proclamation.

Speaking from the audience in support, Giovanni Mendoza, Justin Perry and Robyn Cascade.

ACTION:

Mayor Pro Tem Meyer moved to declare June as Immigrant Heritage Month. Councilor Lakin seconded the motion, and it carried unanimously on a roll call vote.

7. Request for use of rights of ways during the Old West Fest for wagon rides and horse parade

Eve Becker Doyle requested use of rights of way during the Old West Fest in September for wagon rides pulled by draft horses which will load and unload at the post office and travel along N. Lena, Charles, Fredrick and N. Railroad Streets; and a horse parade which will have a precession around Hartwell Park along the four streets which border it.

There were questions from the Council.

ACTION:

Councilor Lakin moved to approve the application for use of rights of ways for the Old West Fest wagon rides and horse parade, Councilor Grambley seconded, and the motion carried unanimously on a roll call vote.

PUBLIC HEARINGS

8. Application for Transfer of Restaurant Liquor License for Lazy Dog Saloon; Applicant: Lazy Dog Saloon LLC; Owner: Denise Ransford; to operate at 153 Highway 550

Staff Report from the Town Clerk dated June 4, 2021 presenting an application to transfer the restaurant liquor license for Lazy Dog Saloon.

The Clerk explained the application filed on May 13, 2021 will transfer the license from Buddy Young to Denise Ransford, to hold the restaurant liquor license for Lazy Dog Saloon at 153 Highway 550. The license will include the restaurant, existing patio to the south side of the building and a new patio to the west side of the building.

ACTION:

It was moved by Mayor Pro Tem Meyer to approve transfer of the restaurant liquor license for Lazy Dog Saloon to Denise Ransford, seconded by Councilmember Schuyler, and carried on a roll call vote.

9. Adoption of Ordinance No. 04-2021 Amending Section 3-2 "Sales Tax" of the Ridgway Municipal Code to Adopt Uniform Definitions to Address Sellers with No Physical Presence in the Town

Staff Report from the Town Clerk/Treasurer dated May 4, 2021 presenting an ordinance for adoption pertaining to economic nexus and marketplace facilitators.

The Town Clerk noted the ordinance was introduced at the previous meeting and will provide uniformity with Town definitions pertaining to sales tax remitters, to align with statewide language to assist out of state sales tax remitters.

ACTION:

Mayor Pro Tem Meyer moved to adopt Ordinance No. 04-2021 Amending Section 3-2 "Sales Tax" of the Ridgway Municipal Code to Adopt Uniform Definitions to Address Sellers with No Physical Presence in the Town, seconded by Councilor Grambley the motion carried unanimously on a roll call vote.

POLICY MATTERS

10. Revocable encroachment permit application for use of Town property at 1015 Clinton Street

Staff Report from the Town Manager dated June 3, 2021 presenting application from Cheryl and Kevin O'Brien for use of right-of-way at 1015 Clinton Street.

Manager Neill explained the encroachment permit will allow the continuation of placement of an existing 27x8 foot shed which has been located on the right of way for 35 years.

Applicant Cheryl O'Brian stated the application is being made "due to a complaint by a resident".

There were questions from Council, and discussion with the Town Attorney. It was noted the permit is not transferable and if the property is conveyed it would not transfer to a new owner.

Joanne Mularz stated "the shed blocks the whole road" and "doesn't allow anyone else to use the road". She further stated "they are asking to continue to use this to run a business out of there"; noting "its an entire half of a street", "not an alleyway".

It was noted by the Council the permit is only for encroachment of the shed, not for use of the alley. The Mayor noted "historically undeveloped rights of ways have been used" by residents.

ACTION:

Moved by Councilor Lakin to approve the revocable encroachment permit for the O'Briens, seconded by Mayor Pro Tem Meyer, and carried on a roll call vote with Councilmember Grambley voting no.

11. Weed management practices on Town property

Town Manager Staff Report dated June 4, 2021 requesting discussion regarding staff working in conjunction with the Ouray County Vegetation Manager to address various weed issues, in relation to the Town's policy prohibiting the use of herbicide applications on public property.

Ouray County Vegetation Manager Julie Kolb gave a presentation on the types of noxious weeds in the county. She noted the growth of the weeds "reduce biodiversity", alter nesting and foraging for wildlife, decrease water resources, and some are hazardous to grazing horses and cattle. She displayed a map of the Town depicting areas "infested" with three species leafy spurge, hoary cress or white top and russian knapweed. She noted the County's priority is to eliminate and eradicate the species, and stated "as Weed Manager I've made many manners of eradication control available", "but it's getting out of control in the Town", "its getting away from us" noting some of the species have a caustic sap and 30 foot tap roots.

There were questions from the Council. The Council directed staff to work with Ms. Kolb to update the weed policy; educate the public on the need for changes; approve the use of herbicides in certain applications after notifying chemically sensitive residents; and continue to try and use natural removal as much as possible.

12. Professional Services Agreement with Logic Compensation Group for development of a Classification and Compensation Study

Staff Report dated June 4, 2021 from the Town Manager presenting an agreement with Logic Compensation Group for development of a classification and compensation study.

The Manager reported the project will survey the current municipal government salary market in comparison to the Town, review existing classification and compensation plans, and make recommendations to ensure positions are internally equitable and externally competitive. A request for proposals yielded four bids for the project, which is contained in the fiscal year budget. Staff is recommending retaining Logic Compensation Group for development of the study at a rate of \$21,000.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Grambley and unanimously carried by a roll call vote to authorize the Town Manager to execute the Professional Services Agreement between the Town and Logic Compensation Group for the development of a Classification and Compensation Study.

13. Discussion regarding alignment of Railroad Street

Town Manager Staff Report dated June 4, 2021 presenting an update on the alignment of Railroad Street.

The Town Manager reported the realignment of north and south Railroad Streets has been a priority for decades, and was addressed during the RAMP Project but was prevented due to an existing federal grant for parks improvements. In 2018 Council received options for the re-alignment through development planning for the co-housing project. Council expressed concerns with the proposed price and requested staff to obtain an appraisal of the property and contact the Colorado Department of Transportation (CDOT) regarding the alignment.

There were comments and discussion by the Council. It was agreed to pursue the alignment, a long term solution being installation of a round about instead of a traffic signal. Staff was directed to pursue alignment; look into available transportation funds to correct hazards at the intersection; begin discussions with CDOT regarding placement of a round about; work to place the project as a priority in State planning; and research grant funds through the Main Street Revitalization Program.

There were comments and questions from the public with Tom McKenney and members of the co-housing project addressing the Council.

14. Order declaring a local disaster related to the COVID-19 pandemic

Staff Report dated June 3, 2021 from the Town Manager presenting the declaration of local disaster implemented due to the COVID-19 pandemic.



The Town Manager reported the current emergency declaration is slated to expire on June 10<sup>th</sup>. There were questions from Council, and it was agreed there is no reason to continue to extend the order, and to let it expire.

15. Modified to Electronic Participation Policy for Regular and Special Meetings

Staff Report from Town Manager dated June 9, 2021 presenting a proposed amendment to the Electronic Participation Policy.

Manager Neill stated on March 19, 2020 the Mayor adopted the Electronic Participation Policy to allow conducting meetings by telephone or other electronic means of participation during the pandemic. The policy was amended in April and June of 2020, and current modifications will allow use at times when a local disaster emergency has not been declared.

ACTION:

Councilor Schuyler moved to adopt the Town of Ridgway Modified Electronic Participation Policy for Regular and Special Meetings, seconded by Councilor Grambley the motion carried unanimously on a roll call vote.

16. Emergency Ordinance No. 05-2021 Extending Temporary Amendments to the Zoning Regulations Related to Temporary Signage

Staff Report dated June 3, 2021 from the Town Manager presenting the background on a temporary amendment to sign regulations to allow use of portable signs by businesses.

Manager Neill noted in May of 2020 Council adopted a temporary amendment to sign regulations which relaxed signage for businesses and allowed the use of portable signs.

There was discussion by Council, and it was agreed to extend the regulations through August; staff was directed to work with the Planning Commission and discuss possible permanent amendments to the sign code.

ACTION:

Mayor Pro Tem Meyer moved to approve Emergency Ordinance No. 05-2021 Extending Temporary Amendments to the Town's Sign Regulations as written. This would extend the temporary amendments to August 31<sup>st</sup>. Staff is directed to work the with Planning Commission to amend the sign regulations. The motion was seconded by Councilor Schuyler and carried unanimously on a roll call vote.

17. Letter of support for Ouray County Historical Society's funding request to the State Historic Fund

The Mayor presented a proposed letter requested by the Ouray County Historical Society to support a funding request made to the State Historic Fund for rehabilitation of the museum.

ACTION:

Moved by Councilor Lakin, with a second by Mayor Pro Tem Meyer, the motion to approve signing the letter supporting the Ouray County Historical Society funding request to the State Historic Fund was adopted on a roll call vote.

18. Letter of support for Ouray County's funding application to launch the Ouray Recreation and Conservation Alliance

The Town Manager reported Ouray County is applying for funds to create a Recreation and Conservation Alliance through Colorado Parks and Wildlife grant funds. If formed, he announced, the Town would become a member of the Ouray Recreation and Conservation Alliance (ORCA) to address tourism, conservation, wildlife and agricultural needs.

ACTION:

It was moved by Councilor Lakin, seconded by Mayor Pro Tem Meyer and unanimously carried on a roll call vote to authorize the Mayor to sign the letter to support Ouray County's funding application to launch the Ouray Recreation and Conservation Alliance.

19. Letter of support for Ouray County Food Pantry

Mayor Clark presented a request from the Ouray County Food Pantry for a letter of support to use during fund raising.

ACTION:

Councilor Lakin moved to sign the letter of support for the Ouray County Food Pantry. Councilor Grambley seconded the motion which carried unanimously on a roll call vote.

20. Approval of special event in Hartwell Park for the Voyager Youth Program

The Town Clerk presented an application from the Voyager Youth Program to hold a special event in Hartwell Park, and use of the stage, on July 25<sup>th</sup> from 2:00 to 8:00 pm.

ACTION:

Councilmember Lakin moved to approve use of the stage and Hartwell Park for the Voyager Pride Event on July 25th. The motion was seconded by Mayor Pro Tem Meyer and the motion carried unanimously on a roll call vote.

MISCELLANEOUS REPORTS

Councilor Lakin asked the Council to consider adopting Stage 1 Fire Restrictions, to be in conformity with the County. The Council agreed and directed the Town Manager to enact the fire restrictions.

Mayor Pro Tem Meyer questioned the use of Laura Street for construction of the Space to Create Project, and noted line of sight to stop signs is being obstructed. There was discussion and the Town Manager was directed to contact the contractor and find a solution.

Councilor Lakin presented an update on the CC4A committee.

ADJOURNMENT

The meeting adjourned at 8:30 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

**Town of Ridgway**  
**Register of Demands**  
July 2021

Name	Memo	Account	Paid Amount
<b>US Tractor &amp; Harvest Inc</b>		<b>Alpine-Operating Account</b>	
	John Deere mower - deck parts	761POO · Vehicle & Equip Maint & Repair	-419.94
TOTAL			-419.94
<b>San Miguel Power Assoc, Inc.</b>		<b>Alpine-Operating Account</b>	
	5/18/21-6/19/21	542GOO · Utilities	-74.21
	5/18/21-6/19/21	5075GO1 · Region 10	-126.06
	5/18/21-6/19/21	638GO2 · Street Lighting	-327.44
	5/18/21-6/19/21	642GO2 · Utilities	-57.29
	5/18/21-6/19/21	742POO · Utilities	-336.94
	5/18/21-6/19/21	742PO1 · Utilities - community center	-74.21
	5/18/21-6/19/21	842GO3 · Utilities	-74.21
	5/18/21-6/19/21	942SOO · Utilities	-4,241.70
	5/18/21-6/19/21	942WOO · Utilities	-781.12
TOTAL			-6,093.18
<b>Ouray County Road &amp; Bridge</b>		<b>Alpine-Operating Account</b>	
	June 2021	660GO2 · Gas & Oil	-517.56
	June 2021	760POO · Gas & Oil	-690.07
	June 2021	960WOO · Gas & Oil	-261.51
	June 2021	960SOO · Gas & Oil	-211.48
	June 2021	860GO3 · Gas & Oil	-1,123.50
TOTAL			-2,804.12
<b>Logic Compensation Group, LLC</b>		<b>Alpine-Operating Account</b>	
	salary survey phase 1	519GOO · Contractual Services	-2,000.00
TOTAL			-2,000.00
<b>Caselle Inc</b>		<b>Alpine-Operating Account</b>	
	Aug 2021	914SOO · Consulting & Engineering Servs	-159.50
	Aug 2021	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00
<b>UNCC</b>		<b>Alpine-Operating Account</b>	
		915WOO · Dues & memberships	-29.70
		915SOO · Dues & Memberships	-29.70
TOTAL			-59.40
<b>Hartman Brothers Inc</b>		<b>Alpine-Operating Account</b>	
		661GO2 · Vehicle & Equip Maint & Repair	-2.20
		961SOO · Vehicle & Equip Maint & Repair	-2.20
		961WOO · Vehicle & Equip Maint & Repair	-2.20
TOTAL			-6.60

# Town of Ridgway

## Register of Demands

### July 2021

Name	Memo	Account	Paid Amount
<b>True Value</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-30.68
		661GO2 · Vehicle & Equip Maint & Repair	-5.16
		732PO1 · Supplies - community center	-36.02
		832GO3 · Equipment & Supplies	-27.99
		932SOO · Supplies & Materials	-30.67
		932WOO · Supplies & Materials	-318.19
TOTAL			-448.71
<b>Pureline Treatment Systems</b>		<b>Alpine-Operating Account</b>	
	July 2021	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00
<b>Pro Velocity</b>		<b>Alpine-Operating Account</b>	
		556GOO · IT Services	-425.00
		820GO3 · IT Services	-425.00
		917WOO · IT Services	-400.00
	Aug 2021 maintenance	556GOO · IT Services	-201.67
	Aug 2021 maintenance	615GO2 · IT Services	-201.66
	Aug 2021 maintenance	729POO · IT	-201.66
	Aug 2021 maintenance	820GO3 · IT Services	-201.67
	Aug 2021 maintenance	917WOO · IT Services	-201.67
	Aug 2021 maintenance	917SOO · IT Services	-201.67
TOTAL			-2,460.00
<b>Schoonover's Mobile Mechanic...</b>		<b>Alpine-Operating Account</b>	
	battery - 2017 Explorer	861GO3 · Vehicle Maintenance & Repair	-160.99
TOTAL			-160.99
<b>Clarke &amp; Co., Inc.</b>		<b>Alpine-Operating Account</b>	
	June 2021	CP2000 · Construction	-37,625.80
TOTAL			-37,625.80
<b>SGS Accutest Inc</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-102.56
TOTAL			-102.56
<b>Valvoline Instant Oil Change</b>		<b>Alpine-Operating Account</b>	
	oil - 2018 Explorer	860GO3 · Gas & Oil	-61.18
	oil - 2017 Explorer	860GO3 · Gas & Oil	-61.18
TOTAL			-122.36
<b>Wilbur-Ellis Company LLC</b>		<b>Alpine-Operating Account</b>	
	chemicals	932WOO · Supplies & Materials	-2,182.40
	chemicals	932SOO · Supplies & Materials	-545.60
TOTAL			-2,728.00

**Town of Ridgway**  
**Register of Demands**  
July 2021

Name	Memo	Account	Paid Amount
<b>Montrose Water Factory, LLC</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-16.13
		732POO · Supplies & Materials	-16.13
		932SOO · Supplies & Materials	-16.12
		932WOO · Supplies & Materials	-16.12
TOTAL			-64.50
<b>USABlueBook</b>		<b>Alpine-Operating Account</b>	
	chlorine	932WOO · Supplies & Materials	-388.77
TOTAL			-388.77
<b>Home Depot Credit Services</b>		<b>Alpine-Operating Account</b>	
	remesh for concrete @ plant	931WOO · Maintenance & Repairs	-142.70
	rebar for concrete @ plant	931WOO · Maintenance & Repairs	-561.32
TOTAL			-704.02
<b>Heidi Grows Up LLC</b>		<b>Alpine-Operating Account</b>	
	June 2021	666GO2 · Right-of-Way Landscaping	-11,020.00
TOTAL			-11,020.00
<b>City of Grand Junction</b>		<b>Alpine-Operating Account</b>	
		918SOO · Testing & Permits - sewer	-355.00
TOTAL			-355.00
<b>The Paper Clip LLC</b>		<b>Alpine-Operating Account</b>	
		941WOO · Office Supplies	-14.32
		941SOO · Office Supplies	-14.32
		541GOO · Office Supplies	-73.91
		841GO3 · Office Supplies	-123.48
		541GOO · Office Supplies	-6.61
		941WOO · Office Supplies	-6.62
		941SOO · Office Supplies	-6.62
TOTAL			-245.88
<b>MUNIREvs</b>		<b>Alpine-Operating Account</b>	
	ACH fee 5/1/20-4/30/21	538GOO · Muni-Revs Services	-26.00
TOTAL			-26.00
<b>Rocky Mountain Aggregate &amp; C...</b>		<b>Alpine-Operating Account</b>	
		635GO2 · Gravel & Sand	-1,205.92
TOTAL			-1,205.92

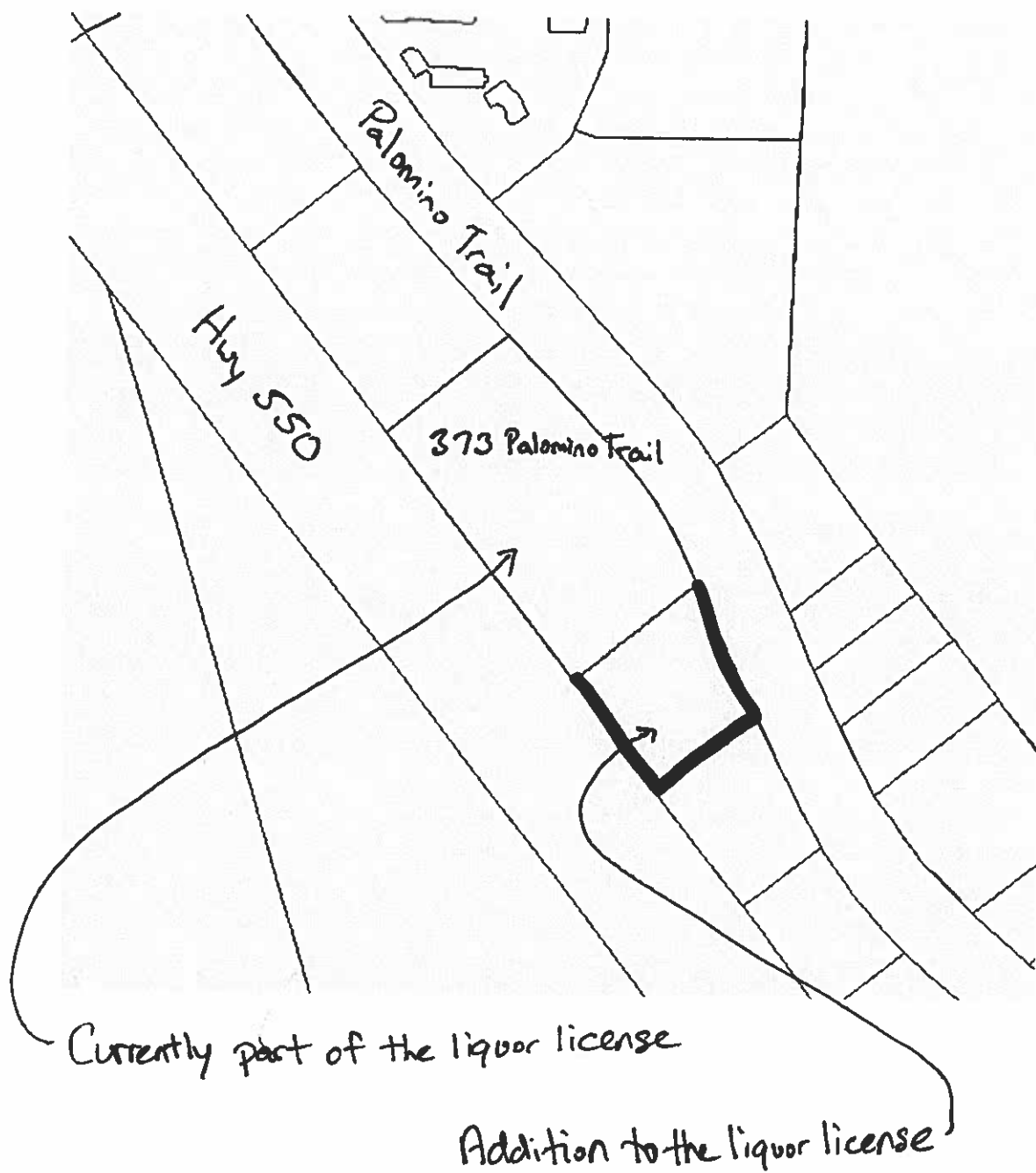
**Town of Ridgway**  
**Register of Demands**  
July 2021

Name	Memo	Account	Paid Amount
<b>Black Hills Energy-Hartwell Park</b>		<b>Alpine-Operating Account</b>	
		742POO · Utilities	-32.11
TOTAL			-32.11
<b>Black Hills Energy-PW Office</b>		<b>Alpine-Operating Account</b>	
		642GO2 · Utilities	-9.68
		942SOO · Utilities	-9.68
		942WOO · Utilities	-9.68
TOTAL			-29.04
<b>Black Hills Energy-Broadband</b>		<b>Alpine-Operating Account</b>	
		5075GO1 · Region 10	-12.43
TOTAL			-12.43
<b>Black Hills Energy-Town Hall</b>		<b>Alpine-Operating Account</b>	
		742PO1 · Utilities - community center	-15.32
		842GO3 · Utilities	-15.32
		542GOO · Utilities	-15.33
TOTAL			-45.97
<b>Black Hills Energy-PW Building</b>		<b>Alpine-Operating Account</b>	
		742POO · Utilities	-5.91
		642GO2 · Utilities	-5.91
		942SOO · Utilities	-5.91
		942WOO · Utilities	-5.90
TOTAL			-23.63
<b>Black Hills Energy-Lift Station</b>		<b>Alpine-Operating Account</b>	
		942SOO · Utilities	-23.63
TOTAL			-23.63
<b>PureWater Systems</b>		<b>Alpine-Operating Account</b>	
	plant operation - June 2021	914WOO · Consulting & Engineering Ser...	-2,452.50
	plant operation - June 2021	914SOO · Consulting & Engineering Servs	-2,452.50
TOTAL			-4,905.00
<b>ADAPCO</b>		<b>Alpine-Operating Account</b>	
	vectobac	768POO · Mosquito Control	-9,931.60
TOTAL			-9,931.60

**Town of Ridgway**  
**Register of Demands**  
 July 2021

Name	Memo	Account	Paid Amount
Verizon Wireless		Alpine-Operating Account	
		741POO · Telephone	-40.66
		943SOO · Telephone	-65.38
		943WOO · Telephone	-112.76
		843GO3 · Telephone	-162.64
		543GOO · Telephone	-91.32
		643GO2 · Telephone	-40.66
		552GOO · GIS Mapping - admin	-10.00
		952SOO · GIS Mapping - sewer	-10.00
		952WOO · GIS Mapping - water	-50.02
		830GO3 · Computer	-160.04
TOTAL			-743.48
Ouray County Soccer Assoc.		Alpine-Operating Account	
	paint for parking area	781POO · Events & Festivals	-133.00
TOTAL			-133.00





\*A fence will be put in place to prevent liquor from leaving the premises.

## AGENDA ITEM #7



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TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | [www.town.ridgway.co.us](http://www.town.ridgway.co.us)

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To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 8, 2021  
Agenda Topic: Proclamation Supporting the Inaugural Ouray County Pride Celebration

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**SUMMARY:**

The Town Council is asked to consider adopting the attached Proclamation supporting the inaugural Ouray County Pride Celebration. Tera Wick, an organizer of the Ouray County Pride Celebration on July 25<sup>th</sup> in Heritage Park, will attend Wednesday's meeting to present more information about the event.

**PROPOSED MOTION:**

"I move to adopt the Proclamation Supporting the Inaugural Ouray County Pride Celebration."

**ATTACHMENT:**

Proclamation



## **OFFICIAL PROCLAMATION TOWN OF RIDGWAY, COLORADO**

### **A Proclamation Supporting the Inaugural Ouray County Pride Celebration**

**WHEREAS**, the Town of Ridgway is home to people of all ages who are Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, 2 Spirit and more (LGBTQIA2S+); and

**WHEREAS**, all human beings are born free and equal in dignity and rights; and

**WHEREAS**, the Town of Ridgway's 2019 Master Plan lists "Community Value 2, Sense of Community and Inclusivity," as one of the five primary values emphasized by the community, and as stated in the Master Plan Snapshot, "...Looking to the future, residents would like to see Ridgway remain a diverse and inclusive community, not one that is homogeneous and unwelcoming of "others."... ; and

**WHEREAS**, the Town of Ridgway strives to encourage, celebrate, and sustain innovation and creativity in our community, including the varied lifestyles of creative individuals who hope to thrive here; and

**WHEREAS**, the Town Council of Ridgway honors the history of the LGBTQIA2S+ liberation movement and supports the rights of all citizens to experience equality and freedom from discrimination; and

**WHEREAS**, while society at large increasingly supports LGBTQIA2S+ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

**WHEREAS**, LGBTQIA2S+ people have made immeasurable contributions to the cultural, civic and economic successes of our country; and

**WHEREAS**, the fabric of our community is strengthened by inclusion, equity, justice and love; and

**WHEREAS**, celebrating LGBTQIA2S+ Pride influences awareness and provides support and advocacy for Ouray County's LGBTQIA2S+ community, and is an opportunity to increase visibility, take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.

**NOW, THEREFORE BE IT RESOLVED** that Ridgway Town Council hereby proclaims its support for the first annual Ouray County Pride celebration on July 25, 2021, in support of the LGBTQIA2S+ community.



**BE IT FURTHER RESOLVED** that a pride flag will be raised at the Town Tall on July 25, 2021, in honor of the celebration. This proclamation will be permanently posted in town offices in such a way so all the public can easily view it.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the Town of Ridgway this 14<sup>th</sup> day of July 2021.

**BY:**

**ATTEST:**

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**John Clark, Mayor**

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**Pam Kraft, Town Clerk**

## AGENDA ITEM #8



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 8, 2021  
Agenda Topic: Ridgway Youth Advisory Council end of term recognition

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#### SUMMARY:

In July 2020, Council established the Ridgway Youth Advisory Council (YAC), via Resolution No. 20-09, to serve as an advisory body and to give area youth opportunities for input on projects, programs, and events, and afford them opportunities to have influence and impact on issues and decisions they care about. In October 2020, Council appointed ***Anna Bartschi, Emma Berwanger, Christian Lindler, Nerea McKnitt and Emmalee Taylor*** to serve on the inaugural YAC.

Despite the COVID-19 pandemic, the group met virtually once per month between December and May. All YAC meetings are available to watch on the Town's YouTube Channel. Throughout the course of their tenure, the group learned and accomplished quite a bit. Below is a quick list of highlights and accomplishments.

- Learned the basics of local government
- Selected officers (Mayor and Mayor Pro-Tem)
- Learned about the energy efficiency and renewable energy-related programs and initiatives of both San Miguel Power Association (SMPA) and EcoAction Partners
- Started a YAC Blog for meeting summaries
- Participated in the Earth Day Celebration that was spearheaded by SMPA
- Provided input on various topics to inform Town Council decision-making
- Created a video about sustainability and renewable energy at the local level (<https://drive.google.com/file/d/1DK8bAIngsvbiLg1qGnCoc3IfmLwFibuL/view>)

YAC members are expected to attend Wednesday's Council meeting so that Council can recognize them for their efforts and service to the Ridgway community.

## AGENDA ITEM #9





To: Town of Ridgway  
From: Ridgway Area Chamber of Commerce  
Subject: Bi-Annual Lodging Tax Report  
Date: July 8, 2021

Dear Ridgway Town Council,

The Ridgway Area Chamber of Commerce (RACC) is pleased to share our bi-annual report with the Town of Ridgway.

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

We continue to advance a number of strategies to improve year-round economic opportunities for our local business community, while considering the sustainability of our town and surrounding natural resources. Much of our marketing and advertising is focused on the off-peak season when our visitor economy has room to grow. Over the years, the RACC has shifted visitor information to align with responsible travel best practices and strategies. We are actively participating in a number of regional and local partnerships to ensure alignment with the greater community and to be a voice for our business community. Committees and groups include: quarterly meetings with Montrose and Ouray, the Ridgway Creative Main Street Committee, Ridgway Visitor Center and Heritage Park Advisory group, upcoming participation in Region 10 strategic planning meetings, and the Colorado Tourism Office Mountains and Mesas Region planning group.

We continue to see progress being made as a result of the organizational infrastructure investments made over the last four years, which includes RidgwayColorado.com as well as strategic visitor messaging and marketing that support a sustainable economic growth model.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Hilary Lewkowitz".

Hilary Lewkowitz  
Marketing Director  
Ridgway Area Chamber of Commerce

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

## **COVID-19 Impacts and Chamber Response**

The RACC continued to respond to the impacts of COVID-19 throughout the winter. In anticipation of a slow winter due to COVID-19, the Chamber launched a Shop Local campaign to drive economic opportunities from December 2020 to April 2021. Campaign accomplishments include: a new banner in Hartwell Park encouraging drive-thru traffic to stop and shop; weekly social media and e-blasts featuring member specials; shop local [landing page](#) on chamber's website; and inclusion in the [SBDC statewide shop local campaign](#). The Chamber continued to update the COVID-19 resource page that was linked on the homepage. This page was unpublished in June once town and county restrictions were relaxed.

## **Staffing**

The Chamber continues to utilize local expertise to fill staffing needs, while the board stays actively involved with oversight and some organizational duties. Marketing Director, Hilary Lewkowitz, leads the organization on marketing-related initiatives. Duties include: staff management, working with the board to identify marketing goals, guiding the direction for all marketing-related projects, state grants, regional partnerships, administrative duties, as well as town and chamber joint projects.

Tanya Ishikawa continues to play an integral role with the organization. Tanya supports several communications projects, including: lead editor on the annual Visitors Guide, managing the Chamber's Facebook account, website content, business promotion, annual career fair and other special projects.

Jeanne Robertson is the Visitor Center Manager and Volunteer Coordinator. Jeanne is responsible for managing visitor center volunteers, visitor inquiries and visitor guide requests, as well as visitor center merchandise.

Our exceptional group of local consulting partners and staff includes:

- Marketing Director – Hilary Lewkowitz
- Online Content and Storytelling Consultant – Tanya Ishikawa
- Visitor Center Manager – Jeanne Robertson
- Accounting – Middleton Accounting (Jane Pulliam)
- Website and Technology Partner -- Peak Media (Josh Gowans)
- Media and Design Partner – Sprout Design Studio (Nicole Green)

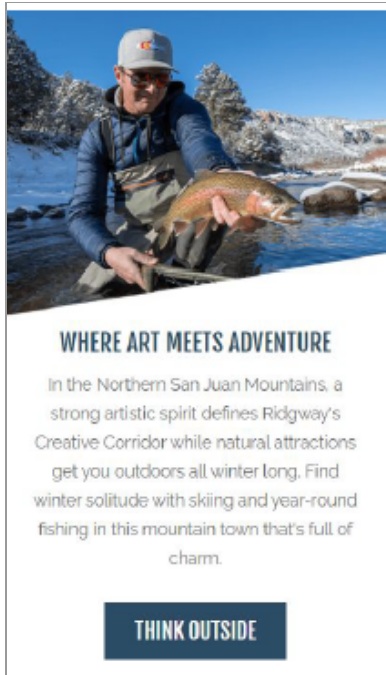
## **Board of Directors**

All Board of Directors positions are currently filled. Newly elected board members include David Nunn, Ridgway Ouray Friends & Neighbors. We are sad to see Daniel Richards step down from the board due to a busy schedule running his businesses. We thank Daniel for his years of service. The board elected new officers during their annual retreat in January. Board member details:

- President – Tim Patterson (RIGS)
- Vice President – Jason Bojar (Balance Natural Medicine)
- Secretary – Ashley Perkins (Alpine Bank)
- Treasurer – Jane Pulliam (Chamber Member, Middleton Accounting)

- At Large
  - o David Nunn (Ridgway Ouray Friends & Neighbors)
  - o Kane Scheidegger (Kane Scheidegger Gallery)
  - o Adam Dubroff (Ridgway Lodge and Suites)

## 2020-2021 Colorado Tourism Office Winter Marketing



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

## Colorado Creative Corridor

For the third consecutive year, the Ridgway Chamber teamed up with the Town of Ridgway and the Ridgway Creative District to support the Colorado Creative Corridor (CCC) project. Over the past three years, a majority of this work has been funded through three consecutive Colorado Tourism Office \$25,000 Marketing Matching grants. The CCC is a 331-mile route that links the mountain towns of Carbondale, Crested Butte, Paonia, Ridgway, and Salida. Ridgway works with the four partner communities to promote visitor experiences, which include event programming and activities.

2021 grant funding will continue on the success built over the past three years. One of the primary deliverables for this year is a new CCC website. The RACC participated in the website subcommittee to provide feedback and content for the new website. We are happy to announce the website is now online, as well as the grant funded [promotional video](#) that was created in 2020. The website can be viewed at: <https://coloradocreativecorridor.com/>

We are excited for this project to continue to bring value to the business and creative economy for years to come, and look forward to this continuing to be an important example of the positive impact of Chamber/Town collaboration.

## **Online Media Assets: Website, Digital Newsletters & Social Media**

RidgwayColorado.com remains the #1 Google search result for keyword “Ridgway Colorado” as well as other high value keywords. In general, average rankings continue to improve and overall keyword count is growing. We periodically review target keywords to establish content priorities and to track relevant topics. Improvements in general rankings have resulted in increased traffic to the site (for the quarter ending June 30, organic search is responsible for 83% of traffic to the site) with user visits up over 22% from the previous period. We will continue to invest in additional content and our staff to monitor the site and keep content updated.

A digital copy of the annual Visitor Guide is available as gated content on the website in various locations, including the homepage. Implemented in 2019, this strategy allows the RACC to continue to build out our lead database. All email leads are automatically added to our CRM system and sent the weekly e-blast or quarterly visitor news (based on user preferences). For the quarter ending June 30, the site captured 181 individual sign ups and 266 visitor guide downloads.

The weekly community e-blast continues to be sent out to a steadily growing list of 2,100 contacts. Newsletter content includes: business promotion, winter shop local campaign, special events, job opportunities and Chamber news. The RACC is currently working on a new automated newsletter campaign to our visitor newsletter list (6,000 contacts). The new drip campaign will send an automated email when users sign-up for the visitor newsletter, then periodic visitor newsletters after sign-up. This new system will ensure consistent emails to the visitor newsletter list, while allowing staff to focus on other tasks.

The RACC Instagram account, @RidgwayColorado, continues to be presented as a visitor-facing platform to promote Ridgway tourism assets and local businesses to potential visitors. All outdoor recreation related images include text on responsible travel best practices, such as Leave No Trace and Care for Colorado. The RACC Instagram account has 2,480 followers. Facebook continues to be a platform that we communicate to our local community with 2,185 followers.

## **Visitors Guide**

In July, we will begin the process of planning the 2022 Ridgway Visitor Guide. The plan is to continue our partnership with BCI Media, which has produced and distributed the annual Visitor Guide since 2017. We will use our staff and contractors on content design, led by contractor, Tanya Ishikawa. Since January, the 2021 Ridgway Visitor Guide has been distributed in Ouray County and across the Western Slope. The goal is to distribute 30,000 print copies this year. An online version is available through our website.

## **Sustainable Tourism**

For several years, the Chamber has been on a path to educate visitors on how best to enjoy our local resources. The pandemic and related visitor trends reinforced the need for us to support the community by promoting awareness of responsible, sustainable tourism practices. Part of this strategy includes the

continuation of strategically marketing Ridgway as a year-round destination. Since 2018, the Chamber has focused advertising dollars in the off-peak season of November through May.

Efforts for this year include banner text and link on the RidgwayColorado.com homepage that directs users to the Responsible Travel webpage. The Responsible Travel webpage includes best practices for outdoor recreation and COVID-19, as well as ways to enjoy Ridgway year-round and how to best support our local businesses and nonprofits. The Ridgway Visitor Center now has Leave No Trace brochures available for visitors. Volunteers are directed to hand out the brochures when visitors express interest in outdoor recreation experiences. In partnership with the US Forest Service, the Chamber will be hosting a Leave No Trace training at the Ridgway Visitor Center this July. The training will be available for visitor center volunteers and local businesses that talk with visitors about outdoor recreation opportunities.

### **Print Media**

The Chamber coordinated co-op ads with local businesses in the 2021 San Juan Skyways publication. The San Juan Skyway is distributed throughout Colorado and is considered to be a marketing asset for local businesses as well as the Chamber. The San Juan Skyway magazine is available at the Ridgway Visitor Center. An online version of the magazine is available here: <https://pubhtml5.com/vedz/tztg>

In 2020, RACC staff updated and converted the True Grit Walking Tour brochure into a digital copy available on the [website](#). This spring, copies were printed, so that brochures are available for anyone stopping by the Ridgway Visitor Center. Other print media projects include advertising the reopening of the Ridgway Visitor Center in the Ouray County Plaindealer. Also, the Town and Chamber split the cost of the new Ridgway Visitor Center and Heritage Park sign that stands east of the building.

### **Ridgway Visitor Center**

The Ridgway Visitor Center reopened its doors on May 28, 2021 after a year of being closed due to the COVID-19 pandemic. RACC staff spent a bulk of time in May getting the space ready for the public, since the building had not been open since the Railroad Museum transitioned out of the space at the end of 2019. The Ridgway Visitor Center hours of operation for 2021 are Thursday through Sunday, 10 a.m. to 2 p.m. Volunteers are cleaning the restrooms once per day, and the space receives a thorough weekly cleaning to help mitigate risk of infections. The full article can be viewed here:

<https://ridgwaycolorado.com/news-events/ridgway-visitor-center-opens-may-28-for-2021-season>

The Chamber made several renovations to the building this spring in order to utilize unoccupied space and to make the building more COVID-safe. In partnership with the Town of Ridgway, the Chamber utilized CARES Act funding to purchase a new dutch door on the southside of the building and plexiglass for the front desk. The updates allow two options for volunteers to more safely interact with visitors. Other updates include a new wall and door on the west side of the building that allows visitors to use the restroom without walking through the building. The former museum space is being transformed into a new meeting venue and storage closet.

From January to June, Chamber staff and board members participated in the Ridgway Visitor Center and Heritage Park Advisory Committee. The purpose of the advisory committee was to convene local stakeholders to provide recommendations to the Town Council on implementation priorities and next steps for the current building and surrounding park space.

### **Youth Apprenticeship Program & Career Experience Fair**

For the fourth time, the Ridgway Chamber helped organize the Ridgway Youth Volunteer & Career Fair at Ridgway High School to introduce students to job and volunteer opportunities. On April 21st, eight nonprofits and ten companies, as well as the Ouray County Sheriff's Office, Ouray Police Department, Ouray County Emergency Medical Service, Ridgway Volunteer Fire Department, and National Guard interacted with middle and high schoolers on the school's front lawn. Eight of the participating organizations were chamber members. Thirteen organizations were from Ridgway, six organizations were from Ouray, and two businesses were from Telluride. Approximately 100 high school students circulated around the tables for the first half hour of the fair, and approximately 80 middle school students visited the tables for the second half hour.

*We sincerely thank the Town Council and staff for their support and partnership.*



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

	Jan - Jun 21
Ordinary Income/Expense	
Income	
Lodging Tax Income	22,930.64
Total Income	22,930.64
Gross Profit	22,930.64
Expense	
Advertising and Promotion	
Creative District Corridor	1,270.00
Online Media and Advertising,	4,682.41
Print Media and Advertising	2,324.53
Visitor's Guide Fulfillment, P	4,522.50
Website Upgrades and Operations	735.43
Total Advertising and Promotion	13,534.87
Dues and Subscriptions	418.65
Office Supplies	481.26
Over / short	40.00
Payroll Expenses	
Hourly Wages	504.00
Payroll Taxes	38.56
Payroll Expenses - Other	3.02
Total Payroll Expenses	545.58
Postage	44.31
Professional Fees	
Accounting Fees	1,976.31
Total Professional Fees	1,976.31
Subcontractors	12,693.00
Sustainable Tourism	225.00
Visitor Center Operations	
Electric	330.16
Natural Gas	169.67
Property & Liability Insurance	857.00
Telephone and Internet	673.02
Trash	12.57
Water & Sewer	435.00
Total Visitor Center Operations	2,477.42
Visitor Center Redesign	2,624.11
Visitor Center Marketing/Merch	84.78
Total Expense	35,145.29
Net Ordinary Income	-12,214.65
Net Income	-12,214.65

## AGENDA ITEM #10



## AGENDA ITEM #11



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 9, 2021  
Request: Extension to Meet Conditions of Replat Approval  
Legal: Block 12, Lots 1-3  
Address: 953 Moffat Street  
Parcel #: 430517400003  
Zone: Historic Residential (HR)  
Applicant: Ellen Hunter  
Owner: Ellen Hunter

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**SUMMARY:**

The applicant is requesting a three-month extension to meet the conditions assigned with the Replat that was approved by Council on July 8, 2020. The applicant was granted a six-month extension at the December 9, 2020 Council meeting, which allowed the owner until July 4, 2021 to meet the conditions of approval.

The approved Replat was to change three historic lots, Block 12 Lots 1 through 3, into two lots. The subject property is located on Moffat Street, at the intersection with S. Elizabeth Street. The property is currently occupied by a single-family home and is surrounded by residential development.

On June 5, 2021, the applicant submitted a letter, appended to this memo as Attachment 2, requesting an extension. The property and public hearing have been noticed in compliance with the Town Municipal Code.

**BACKGROUND:**

On June 30, 2020 the Planning Commission recommended approval of this Replat to Council with the conditions in the staff report and to allow for 180 days to meet the conditions of approval rather than the 90 days that the code allows for. Then, on July 8, 2020, Council approved the Replat request with 180 days to meet the conditions. Included as Attachment 1 are the meeting minutes with the exact approval language. The current approval expired on July 4, 2021. A three-month extension will allow the owner until October 4, 2021 to finish meeting the conditions of approval.

Some of the conditions have been met. The propane tank was removed, the existing home was converted to natural gas, tap fees were paid, and phone/internet was confirmed as available across Moffat Street. The remaining conditions include placing survey monuments, revising the plat map for reduced easement needs, and installing the electrical service. The owner should note that excise tax for the one new lot will need to be paid before the final plat can be recorded.



**PROPOSED MOTION:**

“I move to approve a three-month extension for the Hunter Replat for Block 12, Lots 1-3, for owner Ellen Hunter, with the conditions assigned at the July 8, 2020 Council meeting to be met before the final plat can be recorded.”

**ATTACHMENTS:**

Attachment 1 – Excerpt of Council minutes from July 8, 2020

Attachment 2 – Letter from Ellen Hunter requesting an extension

Attachment 1

Partial Town Council minutes from July 8, 2020

12. Application for Replat of Lots 1-3, Block 12

Staff Report dated 7-8-20 from the Town Planner presenting a request to Replat Block 12, Lots 1-3; Address: 953 Moffat Street; Zoned: Historic Residential; Applicant and Owner: Ellen Hunter.

The Planner reported the Planning Commission has recommended approval of the replat of three historic residential lots into two lots. The property is currently occupied by a single family residence. The Commission's recommended conditions include allowing 180 days to meet the conditions of approval.

There were comments from the Council and applicant.

ACTION:

Moved by Councilmember Meyer to approve the Hunter Replat for Block 12, Lots 1-3, for owner Ellen Hunter given the criteria have been met, with the following conditions to be met before the final plat can be recorded: the existing propane tank shall be removed; electrical service line for Lot A shall be relocated to the easement on the proposed plat map or the easement can be revised to encompass the existing service line; phone and internet service to Lot B shall be sorted out; survey monument shall be placed. The applicant shall have 180 days to meet the conditions. Seconded by Councilor Lakin the motion carried unanimously on a roll call vote.

**Ellen Hunter**

953 Moffat St • Ridgway, CO 81432

Date: 2021-05-06

Ridgway Town Council

I would like to request a Three-month extension to my pending re-plat of my lots on Moffat St. to have time to complete the move of the electric line. The month and a half after the March 15<sup>th</sup> date to be able to dig in a town street or right of way that the last extension gave, was not sufficient to coordinate SMPA and the excavator and the Town, due to changing the way the Electric service will be moved to serve lot A. It will now be coming across Moffat St. rather than across lot B.

I have completed the switch to natural gas and the propane tank has been removed.

The water and sewer taps have been paid for.

The survey is mostly completed and is awaiting the decision on where the electric line will be going.

Both Century Link and Deeply Digital are available in Moffat St.

Sincerely,  
Ellen Hunter

## AGENDA ITEM #12



**To:** Ridgway Town Council  
**From:** Diedra Silbert, Community Initiatives Facilitator  
**Date:** July 7, 2021  
**RE:** Recommendations and Proposed Implementation Plan from Heritage Park – Visitor Center Advisory Committee

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### **Background**

The Ridgway Visitor Center and Heritage Park Strategic Master Plan was adopted by Town Council in June of 2019 and funded by a grant from the Colorado Tourism Office to the Ridgway Area Chamber of Commerce. The Plan identified and detailed improvement options and site design concepts for this critical gateway to Ridgway's downtown. The community process during outreach and engagement on the Plan resulted in an ambiguous result related to whether to build a new Visitor Center or to utilize renovated shipping containers as information kiosks without a separate visitor center building. Also, after 2019, the railroad car which had served as a focal point in the Strategic Master Plan was moved from the site to the new Ridgway Railroad Museum location.

Therefore, an additional community process was required to address these particular issues, and the Visitor Center-Heritage Park Advisory Committee was established in January 2021, composed of representatives from Town Council, the Ridgway Area Chamber of Commerce board of directors, the business and nonprofit sectors, and citizens at large. This committee met 4 times between February and June 2021, utilizing an outside facilitator paid for by Colorado Main Street technical assistance. As a result of thorough and thoughtful discussions, the Visitor Center-Heritage Park Advisory Committee unanimously presents the following recommendations, which would amend the Strategic Master Plan for Ridgway Visitor Center and Heritage Park.

### **Recommendations from the Advisory Committee**

Community stakeholders who participated in the Visitor Center – Heritage Park Advisory Committee meeting process concurred that the following recommendations would provide the best outcomes for this important site for the most efficient use of public funds:

1. **Visitor Information Services:** Rather than building a new Visitor Center building at high cost, the group recommends remodeling two shipping containers, per 2019 plan, and using these as kiosks for year-round information distribution, potentially accommodating staffing during the warmer months.
2. **Accessible Restrooms:** The site will require the construction of an ADA-accessible restroom facility and pathway, which can be accessed from its exterior and facilitates easy cleaning and maintenance.
3. **Existing Visitor Center Building:** The group recommends removal of the existing building, after remodeled shipping containers and accessible restrooms are available for utilization.



The historic nature of the building was taken into consideration, but its location on the site and its mediocre condition significantly detracted from the benefits that might arise from its preservation.

4. **Picnic Shelter:** The stakeholder group recommends a new picnic shelter be constructed, further away from Highway 62 than the current building, preferably to include representation of themes and interpretive information about Ridgway's Ute heritage.
5. **Public Art:** If space allows, an iconic and attention-getting piece of art could be installed.
6. **Storage:** The group recommends adding a storage space for supplies needed to maintain the facilities and the park, preferably connected to the new restroom building.
7. **Revised Design:** The stakeholder group acknowledges that the design concept needs to be updated with regard to these recommendations. The group did not specify where each of these items should be constructed, but would rely on professional expertise for the layout. Professional expertise will help with decisions for the additional space created by the removal of the building and the departure of the railroad car which had been central to the original design.

### Implementation Plan

The Advisory Committee reviewed the Heritage Park Implementation Plan, developed and revised by Town and Chamber staff to reflect the above recommendations and known funding sources.

### Direction Requested

Town Council (and the Ridgway Area Chamber of Commerce board) requested this stakeholder process to clarify future plans for the Visitor Center and Heritage Park. Since the recommendations do make changes to a Town plan adopted by Town Council, staff is requesting that Town Council discuss the implications of these recommendations for the site and the community and provide guidance regarding these recommendations which would amend/revise the Visitor Center-Heritage Park Strategic Master Plan.

Once all guidance is received from Council, the proposed motion is as follows: "I move to adopt the recommendations from the Visitor Center-Heritage Park Advisory Committee [with or without modifications], thereby amending the Strategic Master Plan for Ridgway Visitor Center and Heritage Park."



# Long-term Implementation Plan and Strategy

## June 2021 Revision

### Ridgway Visitor Center and Heritage Park Master Plan

The purpose of this document is to guide the 2019 Ridgway Visitor Center and Heritage Park Strategic Master Plan implementation process. This revised document incorporates recommendations made to Ridgway Town Council that emerged from a facilitated community stakeholder process during the first half of 2021. Plan estimates listed below originated from pages 32-33 of the plan. Since 2019, construction costs and materials have increased, so new estimates are needed. Funding sources are a product of reviewing “Grant Funding Sources” listed on page 35 of the plan. See next section (page 4) for a detailed review of grant funding sources. This is a fluid document to be used between the Town and Chamber. We anticipate editing and adding to this document as new funding opportunities arise.

**Recommendations** from the community stakeholder process, January – June 2021, include the following:

1. **Visitor Information Services:** Rather than building a new Visitor Center building at high cost, the group recommends remodeling two shipping containers, per 2019 plan, and using these as kiosks for year-round information distribution, potentially accommodating staffing during the warmer months.
2. **Accessible Restrooms:** The site will require the construction of an ADA-accessible restroom facility and pathway, which can be accessed from its exterior and facilitates easy cleaning and maintenance.
3. **Existing Visitor Center Building:** The group recommends removal of the existing building, after remodeled shipping containers and accessible restrooms are available for utilization.
4. **Picnic Shelter:** The stakeholder group recommends a new picnic shelter be constructed, further away from Highway 62 than the current building, preferably to include representation of themes and interpretive information about Ridgway’s Ute heritage.
5. **Public Art:** If space allows, an iconic and attention-getting piece of art could be installed.
6. **Storage:** The group recommends adding a storage space for supplies needed to maintain the facilities and the park.
7. **Revised Design:** The stakeholder group acknowledges that the design concept needs to be updated with regard to these recommendations. The group did not specify where each of these items should be constructed, but would rely on professional expertise for the layout. Professional expertise will help with decisions for the additional space created by the removal of the building and the departure of the railroad car which had been central to the original design.

## Completed Projects 2019 – 2021:

Project Title	Project Summary	Funding/Manager	Cost	Timeframe
Ridgway Heritage Park and Visitor Center Construction and Bid Plans for Irrigation and Landscaping and Contract Implementation	1) Irrigation system, 2) plant trees, sod and 3) Landscape planting -- in two stages, – surrounding Visitor Center and along Highway 62	Colorado Main Street Mini-Grant Funding/Town (\$10K/year, 2020-2025)	\$115,000 [\$20K construction docs (paid by COMS); implementation \$35K (COMS), \$5K (AARP), \$2K (CCI), \$53K est. (Town)]	Fall 2020 – July 2021
Info signage and photo opportunity area design & construction plans	Construction plans completed for self-standing info signage and revised design of photo opportunity area	Colorado Main Street Technical Assistance/Town	\$10,000 (paid by COMS)	2019
Temporary informational signage	The RACC created temporary window signage to represent the 5 themes and other services available in Ridgway. These signs will be hung in the RVC windows during the off-peak season when the building is closed.	RACC Budget	\$800	Summer 2020
New Visitor Center and Heritage Park sign	Sign needed to be updated to remove Railroad Museum	Town/Chamber	\$300	Winter 2021
Visitor Center remodel (not listed in master plan)	Remodel the current visitor center so bathrooms can be accessed from outside. New southside dutch door. Converted railroad museum into meeting space and storage. Interior and exterior paint.	Town/Chamber/CAR ES ACT	\$11,500	Spring 2021
		<b>COMPLETED PROJECTS TOTAL</b>	<b>\$137,600</b>	

## Short-term (0-4 years):

Project Title	Project Summary	Funding/Manager	Plan Estimate	Timeframe
ADA accessible restrooms and garbage/recycle receptacles	New location in Southwest corner; <b>possibility of tapping into existing water/sewer lines for flush toilets (add in cost estimate)</b>	CDOT Revitalizing Main Street grant	10% match (\$100K total cost) + <b>cost to connect to plumbing</b>	Fall 2021
Update Heritage Park Concept Design	Revise concept to include 2021 recommendations	COMS Technical Assistance/Town	\$10,000	2021-22
<b>New fencing</b>	<b>Replace fence removed in 2021 during irrigation and landscaping phases</b>	<b>Town</b>	<b>\$xxxx</b>	<b>2022</b>
Develop Construction Plans	Contract to develop construction plans for Restrooms, Remodeling of Shipping Containers, Picnic Shelter (already have construction plans for Photo Opportunity Space and Self-Standing Signage)	COMS Technical Assistance/Town, Additional funding needed	\$20,000	2022
Installation of Self-Standing Themed Informational Signage	Content and layout 5 EA \$ 12,000.00 = \$60,000.00, plus hardscaping and site work	DOLA , CTO, Town & Chamber	\$72,000	2-4 years
Installation of New Visitor Center Kiosks (Retrofitted Containers)	2 x \$50,000	Gates Family Foundation / RACC (need 30% down)	\$100,000	2-4 years
<b>Incorporate elements of Ute heritage into site design (picnic shelter, interpretive signage)</b>	<b>Collaborate with Ute Indian Museum and/or other Ute representatives to define and design appropriate Ute elements for site</b>	<b>Town</b>	<b>Staff time</b>	<b>3-4 years</b>
		<b>SHORT-TERM PHASE TOTAL</b>	<b>\$302,000</b>	

## Medium-term (5-7 years):

Project Title	Project Summary	Funding/Manager	Amount	Timeframe
Installation of picnic area	Construct picnic shelter with heritage-related interpretation, and garbage/recycle receptacles, if not already installed.	Potentially move to short-term if utilizing CDOT funding	\$38,460	5-7 years
Install pathways through site + Hardscape	Concrete sidewalk, concrete mow edge, steel edge, landscape boulders, earth work, lighting and electrical.	GOCO Grant 1/ Town (25% match)	84,520	5-7 years
Demolition of existing Visitor Center	Estimated cost unknown; to be completed after shipping container kiosks and accessible restrooms are installed	Funding source unknown	---	6-7 years
Placeholder for Construction Plans and Implementation of Revised Concept Design Elements	Construction plans and implementation, most likely of additional landscaping where building was removed and possibly public art	Colorado Creative Industries (public art); DoLA (construction plans); installation??	\$50,000	6-7 years
Historic Map and historical interpretation signage/exhibits	Design/install all history-related interpretation materials in info kiosks and picnic shelter. Need storage container construction first or concurrently.	History Colorado Competitive Grant / (25% match) Town & RACC	\$17,000	5-7 years
Photo Opportunity Area	Photo opportunity area includes photo monument structure, hardscaping and site work, and plantings.	GOCO Grant 2/ Town (25% match)	\$40,000	5-7 years
Heritage Park & Ridgway Visitor Center sign	Sign includes park amenity icons such as the restroom, picnic, and camera symbols, so all elements must be completed before this sign is installed.	Gates Family Foundation / RACC	\$6,000	5-7 years
		PHASE 2 TOTAL	\$235,710	

## Long-term (8+ years):

Project Title	Project Summary	Funding/Manager	Amount	Timeframe
New gateway sign	Finalize design, develop construction plans, and install new gateway sign	DOLA/Town	\$75,000	8+ years
Remove existing pergola and replace with Climbing Boulder & safety surfacing	Large and small climbing boulder installation with safety features	GOCO Grant 2/ Town (25% match)	\$85,000	8+ years
Nature Play-Themed Tot Lot play area	Design and install tot lot play area features	GOCO Grant 1/ Town (25% match)	49,342	8+ years
Crusher fines plaza area and secondary crusher fines pathways (partially done in 2021) and remaining sod/landscaping areas	Complete areas in plan that remain unfinished, including additional crusher fines, sod and/or landscaping, as needed per plan.	GOCO Grant 2/ Town (25% match)	\$29,700	8+ years
Site Furnishings	Bollards, benches, bike racks, water fountain, trash/recycle, dog waste station	GOCO Grant 2/ Town (25% match)	\$26,460	8+ years
Xeric planting areas & demonstration gardens	Shrubs, grasses, mulch, soil amendment, topsoil, ornamental grasses.	GOCO Grant / Town (25% match)	\$14,210	8+ years
		PHASE 3 TOTAL	\$279,712	

## Grant Opportunities

This section is a review of “Grant Funding Sources” listed on page 35 of the Visitor Center and Heritage Park Strategic Master Plan. Green = potential application to project, Yellow = potential but needs more exploration, and Red = not applicable to project. Grants that can be potentially applied to the project (green) are added above to the Implementation Plan. For more exploration into federal grant opportunities, go to [Reconnecting America](#).

***This section does not include the exploration of private donors and foundations or future grant opportunities from public entities.***

Funding Source	Potential Funding	Budget	Summary/Notes	Grant Cycle
GOCO Mini Grant/LPOR ( <a href="#">website</a> )	restrooms, trails within parks, safety surfacing with the exception of pea gravel, nature play areas, traditional playgrounds.	Mini Grant to \$45,000 and LPOR to \$350K	25% match required, in-kind and design/engineering costs can count for match. See notes on call with GOCO contact.	Application period closes October
History Colorado Competitive Grant ( <a href="#">website</a> )	Educational signage related to town history - Interpretive signage (\$15K), historic map (\$2K).	Mini grant to \$35K and large grant up to \$200K	* 25% cash match. Eligibility - Providing information about historic sites or historic preservation to the public through interpretation, curriculum development, public outreach, or other educational opportunities that pertain to a site(s).	Deadlines for mini grant June 1 and Dec. 1
Colorado Tourism Office ( <a href="#">website</a> & <a href="#">application</a> )	- 5 marketing themes signage design and content	Grant up to \$15K (25% match)	CTO grants only fund design plans and content creation. No physical construction can be covered in these grants.	Fall application deadline

DOLA Community Development Block ( <a href="#">website</a> )			Worth reaching out to regional contact - Eligible uses of funds include acquisition, design/engineering, construction, reconstruction, rehabilitation or installation of public improvements or public facilities. Examples of projects include sewer and water systems, commercial streetscape improvements, community centers, food banks, shelters, health clinics etc. The funds must be used for activities that either benefit low- and moderate-income persons, or prevent or eliminate slums or blight.	Application closes February.
DOLA Rural Economic Development Initiative ( <a href="#">application</a> & <a href="#">website</a> )	Infrastructure or construction/engineering plans	\$100K (no match required).	This might be a stretch since this is geared more towards direct economic development (e.g., expanding work facilities).	Applications open in
Gates Family Foundation - Capital Grants ( <a href="#">website</a> )	Buildings, signage	Budget based on need. (30% match required)	Could be a really great match. A couple caveats - nonprofits must apply and need 30% of project total upfront before project starts.	
Kaboom ( <a href="#">website</a> )	Playground equipment	Varies. Minimum \$15K	Must use Kaboom partner playground equipment.	Spring deadlines
Colorado Health Foundation ( <a href="#">website</a> )	Playground equipment and demonstration garden		Could be some opportunities in the 'Physical Health' category to fund playground equipment. However, might not because "Proposed projects must reflect the <a href="#">Foundation's cornerstones</a> ,	Fall deadlines

			as our work is grounded in serving Coloradans who have low income and historically have had less power or privilege, putting the creation of health equity at the center of everything we do, and being informed by the community and those we exist to serve.”	
USDA Grants ( <a href="#">website</a> )	TBD	Contact local office for more info	Grants are 25% match required. Rural Community Facilities Grant could be used for a construction/design of portions of the plan. Also, Rural Business Development grant program.	Contact local office
National Endowment for the Arts - Our Town grant program ( <a href="#">website</a> )	Any historical/culture related components	Up to \$200K	Our Town is the National Endowment for the Arts’ creative placemaking grants program. These grants support projects that integrate arts, culture, and design activities into efforts that strengthen communities by advancing local economic, physical, and/or social outcomes.	August application deadline
Rural Community Assistance Program ( <a href="#">website</a> )	n/a	n/a	Currently no relevant grant programs, but worth checking in the future.	n/a
National Energy Technology Laboratory ( <a href="#">website</a> )	Energy efficiency technologies (not in MP)		Only applicable if solar energy or other energy efficiency technologies will be integrated into the project.	
Colorado Department of Transportation ( <a href="#">website</a> )	n/a	n/a	No applicable grant programs.	n/a



Colorado Office of Economic Development ( <a href="#">website</a> )	n/a	n/a	A wide variety of funding opportunities exist that are not relevant to the project. Of most relevance is the Rural Funding. However, all current opportunities relate to small business development programs. I can't find any funding that is applicable, but worth checking again in the future.	n/a
BEST Grant Program ( <a href="#">website</a> )	n/a	n/a	Not applicable to project. BEST provides an annual amount of funding in the form of competitive grants to school districts, charter schools, institute charter schools, boards of cooperative educational services, and the Colorado School for the Deaf and the Blind. BEST funds can be used for the construction of new schools as well as general construction and renovation of existing school facility systems and structures.	n/a
Colorado Brownfields Program ( <a href="#">website</a> )	n/a	n/a	Not applicable to project. Colorado also offers financial incentives in the form of grants for cleaning up contaminated land where there's no other federal or state program that can accomplish the cleanup.	n/a
Colorado Department of Health and Environment ( <a href="#">website</a> )	n/a	n/a	Not applicable to project. Grant funding available for: health and wellness (not related to parks/recreation) plus water quality.	n/a
Department of Commerce and	n/a	n/a	Current and past grant programs are not relevant.	n/a

Economic Development ( <a href="#">website</a> )				
Federal Transit Administration ( <a href="#">website</a> )	n/a	n/a	Current grant programs are not relevant.	n/a
National Science Foundation ( <a href="#">website</a> )	n/a	n/a	Current grant programs are not relevant.	n/a
The Daniels Fund	n/a	n/a	Grant programs not relevant.	n/a

## AGENDA ITEM #13



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 13, 2021  
Agenda Topic: Review and action on Professional Services Agreement between the Town of Ridgway and LRE Water for the preparation of a Water Supply Assessment

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**ACTION BEFORE COUNCIL:**

Council is asked to review and take action on the attached Professional Services Agreement, labeled as Attachment 1, between the Town of Ridgway and LRE Water for the preparation of a Water Supply Assessment.

**PROPOSED MOTION:**

"I move to authorize Mayor Clark to execute the Professional Services Agreement between the Town of Ridgway and LRE Water for the preparation of a Water Supply Assessment."

**SUMMARY:**

The Town's 2021 Strategic Plan contains a strategy to "*Complete a water supply analysis to better understand available water resources.*" This project has been listed in the Town's 5 Year Capital Improvement Plan for several years now. It was budgeted for in 2020 and the project was postponed due to the COVID-19 pandemic. The Town Council earmarked funds in the Town's Fiscal Year 2021 Budget for this project.

On May 17<sup>th</sup>, the Town issued a Request for Proposals (RFP) seeking a qualified and experienced firm to prepare a Water Supply Assessment. The RFP is appended to this memo as Attachment 2. The Town is looking for a comprehensive assessment of the Town's current water rights portfolio and water supplies to determine whether the Town's total projected water supplies available during normal, single dry, and multiple dry water years during a 30-year projection will meet the projected water demand of future growth and changes in usages within the Town's service area.

The Town received two proposals in response to the solicitation. The proposing firms are 1) LRE Water, and 2) SGM. Town staff reviewed the proposals carefully against the review criteria listed in the RFP and interviewed both firms on June 30<sup>th</sup>. Staff is recommending that the Town enter into a Professional Services Agreement with LRE Water for the preparation of a Water Supply Assessment. In the end, LRE Water stood out with their combination of leadership and technical expertise related to planning, managing and developing water resources. Their proposal and interview were impressive, as is their project team of project engineers and hydrologists. Their references provided glowing reviews of their quality of work and what it's like working with them.



**FINANCIAL IMPLICATIONS:**

The Town budget \$40,000 for this project in the Town's Fiscal Year 2021 Budget. While the total compensation/not-to-exceed amount of \$53,893.00 that is depicted in the Professional Services Agreement is nearly \$14,000 over the budgeted amount for the project, staff feels that the General Fund can accommodate the increase and feels comfortable moving forward with this important project. There are complexities and unknowns that are inherent in a Water Supply Assessment, which is one of the main reasons for the higher cost. It's worth noting that staff worked with LRE Water to reduce the total amount from their initial proposal without reducing the deliverables requested in the RFP. It's also worth noting that there is a possibility that the total amount will come in lower than the not-to-exceed amount.

**ATTACHMENTS:**

Attachment 1 – Professional Services Agreement

Attachment 2 – RFP



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of July 2021, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and LRE Water, hereinafter referred to as "Contractor".

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

1. **SCOPE OF SERVICES**

Contractor agrees to perform services in accordance with the Scope of Services attached hereto as ***Exhibit A – 2021 Water Supply Assessment Scope of Services and Timeline for Completion*** and incorporated herein by this reference.

2. **TIME OF COMPLETION**

The services to be performed pursuant to this Agreement by Contractor shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall terminate at 11:59 p.m. on December 31, 2021, or on a prior date of completion of the Services or termination as may be permitted by this Agreement.

3. **PROFESSIONAL RESPONSIBILITY**

Contractor shall be responsible for the professional quality, timely completion and coordination of all services as outlined in Exhibit A and shall without additional compensation promptly remedy and correct any errors, omissions or other deficiencies. Contractor is solely responsible for the timing, means and methods of performing the work. Contractor shall perform its obligations under this Agreement in accordance with standards of care, skill, and diligence normally exercised in the performance of professional services in the Ridgway area and shall provide for all training and education needed and provide all tools necessary to perform the services. Contractor shall comply with all applicable laws.

4. **RELEASE AND INDEMNIFICATION**

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and reasonable attorneys' fees. The Contractor's indemnification obligation shall not be construed to



extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

5. **PAYMENT**

The Contractor shall perform the Services and shall invoice the Town for work performed based on six (6) performance benchmarks: 1) Review Water System and Water Rights Portfolio, 2) Quantify Existing and Future Water Demands, 3) Analysis of the Physically Water Availability w/wo Climate Change Consideration, 4) Analyze Yield of Water Rights Portfolio, 5) Critique of Water Rights Portfolio, and 6) Recommendations. Total compensation shall not exceed Fifty-Three Thousand Eight Hundred Ninety-Three Dollars (\$53,893.00), to be paid in six (6) installments according to the performance benchmarks described above and the fee schedule depicted in Exhibit A.

The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information describing the completion of each performance benchmark and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice.

6. **INSURANCE AND WORKER'S COMPENSATION**

Contractor shall obtain statutorily required Worker's compensation insurance to cover Contractor's employees and provide the Town a certificate of such insurance. Contractor hereby agrees to release, waive, save, hold harmless, defend and indemnify the Town, its officers, agents or employees on account of any claims arising under the Worker's compensation laws of the State of Colorado on behalf of Contractor or any of Contractor's employees, subcontractors or subcontractor's employees.

7. **TOWN REPRESENTATIVE**

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

8. **INDEPENDENT CONTRACTOR**

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

9. **ASSIGNMENT**

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



10. **SUBCONTRACTS**

A Subcontractor is a person who has a contract with the Contractor to perform any of the Work.

Unless otherwise specified in this Agreement, the Contractor, shall furnish to the Town in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Town may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement.

11. **DEFAULT**

Each and every term and condition shall be deemed a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

12. **REMEDIES**

In the event a party has been declared in default, the defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the agreement and seek damages; (b) avail himself of any other remedy available at law or equity. In the event the Contractor fails or neglects to carry out the work in accordance with this Agreement, the Town may elect to make good such deficiencies and charge the Contractor therefore.

13. **TERMINATION**

The Town shall have the right to terminate this Agreement for its convenience by giving written notice to Contractor of the termination date. Upon termination under this paragraph, Contractor shall be paid to the date of termination for services properly performed.

14. **CONTRACTOR'S OFFICE**

Contractor shall maintain its own office, utilize Contractor's own office equipment and supplies and shall keep the Town advised of Contractor's office address, mailing address and telephone number.

15. **PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons under the control of the Contractor who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere under the control of the Contractor. Contractor shall bear all risk of loss to the Work, or





its materials or equipment required for the Work due to fire, theft, vandalism, or other casualty or cause, until the Work is fully completed and accepted by the Town. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

16. **MISCELLANEOUS**

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property.

17. **DATE**

This Agreement is dated July \_\_\_\_\_, 2021.

18. **ILLEGAL ALIEN PROVISIONS REQUIRED BY COLORADO REVISED STATUTES 8-17.5-102, AS AMENDED.**

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

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS 8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within



three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS 8-17.5-102(5)
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC 1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.

19. **APPROPRIATION REQUIRED**

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

**TOWN OF RIDGWAY**

**CONTRACTOR: LRE Water**

By \_\_\_\_\_  
*John Clark, Mayor*

By \_\_\_\_\_  
*Ashley Moffat, Senior Project Engineer*

**ATTEST:**

\_\_\_\_\_  
*Pam Kraft, Town Clerk*

ATTACHMENT 1

# APPROACH AND METHODOLOGY

LRE Water proposes to complete the project, as it has with other water supply assessments, in a phased approach. More specifically, we have identified six work tasks, which are detailed below.

## TASK 1: REVIEW WATER SUPPLY SYSTEM & WATER RIGHTS PORTFOLIO

At the on-set of the investigation, LRE Water will meet with key personnel from Ridgway via video conference call. The purpose of this initial meeting will be to further LRE Water's understanding of Ridgway's water supply system; its operations, infrastructure, and supporting water rights portfolio. Following this meeting, LRE Water will review Ridgway's various water court decrees and other pertinent documents related to its portfolio of water rights. Then, the water rights related to each direct flow diversion structure and storage facility will be organized into a hierarchy based on the administrative priority decreed to each right. This hierarchy will be used to assess the reliability of each water right during periods when the river is under administration by a downstream call. All of the reviewed materials will be packaged in a water rights notebook, including copies of all decrees, structure summary reports, water rights location maps, and tables that summarize pertinent water right information. Where possible, LRE Water will utilize existing maps in effort to reduce redundancy. LRE Water will conclude Task 1 by meeting with Ridgway personnel to discuss findings and determine whether Tasks 2-6 need to be adjusted.

## TASK 2: QUANTIFY EXISTING AND FUTURE WATER DEMANDS

The purpose of this task is to quantify the amount and timing of future water demands expected to occur within Ridgway's water service area over the next 30-year planning horizon. LRE Water will work with Ridgway staff to verify and update the current population and associated water uses that are outlined in Ridgway's 2019 Capital Assessment Report: Water Treatment and Distribution System is still representative (2019 CAR). Diversion and/or production records will be used to determine water use on a per capita and/or single-family equivalent (SFE) basis. Next, LRE Water will use a range of growth assumptions similar to those outlined in the 2019 CAR to project future population and associated seasonal water demands based on Ridgway's existing water use patterns. LRE Water will prepare graphics and figures that summarize the expected water demands. LRE Water would like to conclude Task 2 by meeting

with Ridgway personnel on-site to examine Ridgway's points of diversion and storage facility. While on-site, LRE Water and Ridgway will review Task 1 and Task 2 findings and determine whether Tasks 3-6 need to be adjusted.

## TASK 3: ANALYZE PHYSICAL WATER AVAILABILITY WITH AND WITHOUT CLIMATE CHANGE CONSIDERATIONS

LRE Water will evaluate the reliability of physical water supplies available to Ridgway's surface diversions, including available storage in Lake Otonawanda. Local streamflow records and results from various watershed tools utilized by LRE Water will be integrated into a spreadsheet model for the purpose of projecting water supplies at Ridgway's points of diversion on Beaver Creek and Cottonwood Creek. Water availability will be determined under a variety of average, wet, and dry year conditions, including periods of extended drought. This task is critical to this investigation as the contributing watershed areas above Ridgway's Beaver Creek and Cottonwood Creek points of diversion are limited in size. Water supplies will be calculated, based on the available local and region streamflow data and watershed modeling. Climate change considerations will be factored into an alternative physical water supply projection. LRE Water will prepare graphics and figures summarizing the physical water available to Ridgway's water rights. LRE Water will conclude Task 3 by meeting with Ridgway personnel to discuss findings and determine whether Tasks 4-6 need to be adjusted.

## TASK 4: ANALYZE YIELD OF WATER RIGHT PORTFOLIO

This task combines physical water availability (Task 3) with legal availability (Task 1) to calculate the firm yield of Ridgway's water system. LRE Water will develop a firm yield model to assess the ability of Ridgway's water rights portfolio to meet demands at future build-out under several administrative scenarios. The first scenario would evaluate average year conditions under existing administration. Existing administration will be based on an evaluation of the historical call record, including the 2002 drought year when Ridgway's water system was placed on call over an extended period during July and August. Additionally, LRE Water will discuss local stream administration with the water commissioner and the staff from the Division of Water Resources. The firm yield model will be used to define the amount of water available to meet both direct flow and storage demands

associated with Ridgway's Lake Otonawanda. Additional scenarios would then evaluate dry year conditions, including the driest single year and a worst case, multi-year drought sequence. LRE Water will then evaluate the scenarios again with the physical and legal water availability stressed by climate change. Finally, LRE will include discussion of the potential impact to the Town's water supplies due to a compact call on the Colorado River from the lower basin states. LRE Water will conclude Task 4 by meeting with Ridgway personnel to discuss findings and determine whether Tasks 5-6 need to be adjusted.

### TASK 5: CRITIQUE OF WATER RIGHTS PORTFOLIO

Based on the findings from Tasks 1 through 4, LRE Water will provide a critique of Ridgway's water rights portfolio in order to ensure that Ridgway is positioned to effectively and efficiently meet future build-out demands at 2050 under any scenario, in particular a "worst case" scenario consisting of a multi-year drought with climate change considerations. Through this process, LRE Water would identify the amount and timing of system shortages and/or areas of excesses (if any) within Ridgway's portfolio. The results provide the foundation of the Water Supply Assessment report. LRE Water will meet with Ridgway personnel to discuss the study findings in advance of a written report.

### TASK 6: RECOMMENDATIONS

Based on the cumulative results from Tasks 1 through 5 above, LRE Water will provide recommendations that (1) would allow Ridgway to operate and account for its water rights in a manner that assures conformance with governing decrees and compliance with the Division 4 Engineer's Office and (2) would guide Ridgway on additional work efforts that would be needed to mitigate deficiencies (if any) in the portfolio. The recommendations will include narrative descriptions of the availability and estimated costs associated with acquiring and integrating additional water supplies into Ridgway's municipal water system. Depending upon the selected alternatives(s), it is possible that a variety of federal, state, and local permits and approvals may be required. LRE Water will summarize possible impacts and permit requirements associated with recommended actions.

### CREATIVE / UNIQUE ATTRIBUTES

LRE Water recognizes that water right matters can be complex and at times confusing. In an effort to more clearly and effectively present information to clients, LRE Water prepares documents, tables, and figures that visually link information through color.

WORK TASKS						
	Hours @ \$211	Hours @ \$192	Hours @ \$175	Hours @ \$132	Other	Estimated Fee
<b>Task 1. Review Water Supply System &amp; Water Rights Portfolio</b>	<i>Sub-Total</i>					
a.) Prepare for and attend a video meeting with Ridgway personnel to further understanding of the existing water supply system.	0	5	17	0		\$3,935
b.) Review the Town's water court decrees and other pertinent documentation related to the Town's water right portfolio.		3	3			\$1,101
c.) Identify a water right hierarchy for each diversion / storage structure in the Town's portfolio.		2	6			\$1,434
d.) Organize portfolio into notebook with tables and figures and discuss initial findings with key Town Personnel.			2			\$350
			6			\$1,050
<b>Task 2. Quantify Existing and Future Water Demands</b>	<i>Sub-Total</i>					
a.) Examine Town's current population and water use records to determine a per capita water demand.	0	12	16	12		\$6,888
b.) Identify future growth rates and then use those rates to forecast water demands and peak day values in 30-years.		1	2	4		\$1,070
c.) Prepare narrative, graphics and figure that summarize the data.		1	2	4		\$1,070
d.) Attend site review with Ridgway personnel. Mileage		10	10	4	\$200	\$878
						\$3,870
<b>Task 3. Analysis of the Physically Water Availability w/o Climate Change Consideration</b>	<i>Sub-Total</i>					
a.) Review available streamflow record(s) from nearby monitoring stations.	36	1	10	0		\$9,538
b.) Use the available streamflow record(s) to model the water supply at the Town's points of diversion.	4					\$844
c.) Identify year types (dry, avg, wet) within the modeled record and incorporate other climate change factors (if applicable).	16		2			\$3,726
d.) Prepare graphics and figure that summarize the data and discuss results with key Town Personnel.	16	1	2			\$3,918
			6			\$1,050
<b>Task 4. Analyze Yield of Water Rights Portfolio</b>	<i>Sub-Total</i>					
a.) Develop a firm yield model to evaluate the Town's existing and future demands under various water supply scenarios.	6	3	42	0		\$9,192
b.) Analyze the ability of the Town's water rights portfolio to meet demands in an average year (historic & climate change).	2	1	24			\$4,200
c.) Analyze the ability of the Town's water rights portfolio to meet demands in a dry year (historic & climate change).	2	1	4			\$1,314
d.) Analyze the ability of the Town's water rights portfolio to meet demands in a 5-year "worst case" (historic & climate change).	2	1	4			\$1,314
e.) Prepare graphics and figure that summarize the data and discuss results with key Town Personnel.			6			\$1,314
						\$1,050
<b>Task 5. Critique of Water Rights Portfolio</b>	<i>Sub-Total</i>					
a.) Identify the need (if any) for additional water supply & water rights based on shortages.	0	14	42	0		\$10,038
b.) Prepare a report that summarizes the results from the firm yield analysis and critique of the Town's water rights portfolio.		4	8			\$2,168
c.) Present Water Supply Assessment to Town and discuss findings.		8	32			\$7,136
		2	2			\$734
<b>Task 6. Recommendations</b>	<i>Sub-Total</i>					
a.) Identify strategies and associated costs necessary to secure additional reliable supplies to meet future demands.	0	16	24	0		\$7,272
b.) Provide (if need) additional scope of work.		16	24			\$7,272
						\$0
<b>Total Hours and Estimated Costs</b>	42	51	151	12	\$200	\$46,863
<b>Not to Exceed Contingency = 15%</b>						
<b>\$53,893</b>						

# PROJECT SCHEDULE

The LRE Water team is available to initiate the described Water Supply Assessment beginning on, or about, July 10, 2021. The majority of the study will occur over the period late July through September. A final report would be available to Ridgway on, or about, October 5, 2021.





## **TOWN OF RIDGWAY REQUEST FOR PROPOSALS FOR WATER SUPPLY ASSESSMENT**

### **INTRODUCTION**

The Town of Ridgway is issuing a “Request for Proposals” (RFP) seeking a qualified and experienced firm (herein referred to as “Proposer”) to prepare a Water Supply Assessment (herein referred to as “Assessment”). More specifically, the Town is looking for a comprehensive assessment of the Town’s current water rights portfolio and water supplies to determine whether the Town’s total projected water supplies available during normal, single dry, and multiple dry water years during a 30-year projection will meet the projected water demand of future growth and changes in usages within the Town’s service area.

### **SCOPE OF WORK**

The Assessment shall include an evaluation of existing water supply and water rights relevant to the identified water supply, and a description of the quantities of water received in prior years and projection for what that supply would provide going forward using scenario templates and climate change models. This shall be based on the Town’s water system under the existing water supply and water rights. The Assessment shall address whether the Town’s total projected water supplies available during normal, single dry, a five-year period of dry water years with three of those extremely dry and/or compact curtailment during a 30-year projection will meet the projected water demand of future growth. Contractor shall determine future needs as part of the scope of work.

The Assessment shall compare current and projected supply with demands for each of the above scenarios. If the Assessment concludes that the Town’s water supplies are or will be insufficient, the Assessment shall provide detailed, specific options to address the deficiencies, and an evaluation of those options and recommended plans for acquiring additional water supplies, including a look at alternatives to “buy and dry.” Those plans should include but are not limited to information concerning all of the following:

1. A narrative description of the option, the estimated total costs with a cost breakdown for key items, process for acquisition, and the proposed method of financing the costs, associated with acquiring the additional water supplies; and
2. Address any impacts that might result from the Town implementing the option; and





3. All federal and State permits, approvals, or entitlements that are anticipated to be required in order to acquire and develop the additional water supplies; and
4. Based on the considerations set forth in (1), (2), and (3) above, the estimated timeframes within which the Town should expect to be able to acquire and be able to use the additional water supplies.

## SUBMITTAL REQUIREMENTS

### Submittal Instructions

Submit two (2) paper copies printed double sided and one (1) electronic copy of the proposal in a sealed envelope, clearly marked with "Request for Proposals for Water Supply Assessment", no later than 10:00 a.m. on June 14, 2021 to:

Town of Ridgway  
Town Clerk  
Attn: Water Supply Assessment  
PO Box 10  
201 N Railroad Street  
Ridgway, CO 81432

### Proposal Format

Proposals shall be no longer than ten (10) pages and contain the following information:

1. Cover letter, including:
  - a. Firm name, address, and location.
  - b. Introduction of the firm and mission statement.
  - c. Brief description of the firm's interest and understanding of the project, and expertise to complete the work including but not limited expertise in projecting future demands, evaluating water supply resources including projections of future changes in supply, climate modeling, and Colorado water law.
  - d. Signature of the person having proper authority to make formal decisions and commitments on behalf of the primary Proposer.
  - e. Affirmation statement that Proposed has read and understands the requirements of the draft contract (Exhibit 1 to this RFP), and can meet the requirements stated in the contract, or an indication of which specific requirements cannot be met.



2. Project team, including:
  - a. Identify the lead or manager and include their title, email, and phone number.
  - b. A list of key team members that may be available to assist with the Assessment, including their qualifications, relevant experience. This can be in the form of one-page resumes.
3. Experience working with other communities with similar geographic profiles and demographics and at least three (3) references.
4. Approach and methodology, including a description of the individual's or firm's approach to preparing the Assessment including an explanation of methodology to accomplish such work in a timely manner.
5. Budget to compete the Assessment, including tasks, costs per task, hourly rates for personnel assigned to project and a not-to-exceed total amount.
6. Proposed timeline to complete the Assessment.
7. Signed Confidentiality Statement (Exhibit 2 to this RFP)

## **SELECTION PROCESS**

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Proposals will be evaluated using the following criteria:

- Qualifications and experience of the individual or team members of the firm and the lead or manager
- Relevant experience and quality of references
- Approach and methodology and fit with the Town of Ridgway
- Price/value of services

The Town reserves the right to accept or reject any or all proposals, to waive any and all informalities and to negotiate contract terms with the successful Proposer, or to accept the proposer for the contract, which in its judgement best serves the interest of the Town, and the right to disregard all non-conforming, non-responsive, or conditional proposals.



### **ADDITIONAL INFORMATION**

The selected Proposer will be required to enter into an agreement with the Town regarding the scope of services, timeline, and total cost. See Exhibit 1 for a draft of the agreement.

The Town will work to honor confidentiality requests to the extent possible and reasonable. If you feel certain aspects of your proposal are proprietary in nature, please clearly indicate those specific components in the submittal.

For more information about the Town of Ridgway, please visit <https://townofridgway.colorado.gov/>.

## AGENDA ITEM #14



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 12, 2021  
Agenda Topic: Review and action on Professional Services Agreement between the Town of Ridgway and DHM Design for the preparation of a River Corridor Assessment

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**ACTION BEFORE COUNCIL:**

Council is asked to review and take action on the attached Professional Services Agreement, labeled as Attachment 1, between the Town of Ridgway and DHM Design for the preparation of a River Corridor Assessment.

**PROPOSED MOTION:**

"I move to authorize Mayor Clark to execute the Professional Services Agreement between the Town of Ridgway and DHM Design for the preparation of a River Corridor Assessment."

**SUMMARY:**

The Town's 2021 Strategic Plan contains a strategy to "*Retain a consultant to study the Uncompahgre River corridor and develop a plan to enhance the River's ecology and safety.*" The Town Council earmarked funds in the Town's Fiscal Year 2021 Budget for this project.

On May 28<sup>th</sup>, the Town issued a Request for Proposals (RFP) seeking a qualified consultant to prepare a River Corridor Assessment. The RFP is appended to this memo as Attachment 2. The purpose of the project is to characterize river function, ecosystem health, and channel stability within the river corridor in Ridgway. The aim is for this characterization to be used to support future management decisions in the river corridor. The Assessment is the initial step in a larger process to improve the condition of the Uncompahgre River along Ridgway. It is anticipated that recommendations provided through the scope of work will be completed in subsequent budget years.

The Town received a total of four proposals. The proposing firms are 1) DHM Design, 2) Fred Phillips, LLC, 3) The FlowPath, Inc., and 4) WaterVation, PLLC. Town staff and representatives of the Uncompahgre Watershed Partnership (Tanya Ishikawa and Ashley Bembenek) reviewed the proposals carefully against the review criteria listed in the RFP. The review group is recommending that the Town enter into a Professional Services Agreement with DHM Design for the preparation of a River Corridor Assessment. DHM Design put together an impressive proposal, complete with a project team of landscape architects, engineers, ecologists, and restoration experts. Their extensive experience in the realm of riparian assessments and river restoration offers the Town a unique and custom approach to this project. The Town has worked with DHM Design on several projects in recent years, such as the *Strategic Master Plan for Ridgway Visitor Center & Heritage Park* and the



*Ridgway Storm Water Analysis*. They came highly recommended by references, and the review group feels that they are a good fit to complete this project.

**FINANCIAL IMPLICATIONS:**

Approximately \$20,000 was budgeted for this project in the Town's Fiscal Year 2021 Budget. While the total compensation of \$31,933.20 that is depicted in the Professional Services Agreement is nearly \$12,000 over the budgeted amount for the project, staff feels that the General Fund can accommodate the increase and feels comfortable moving forward with this project. It's worth noting that staff worked with DHM to reduce the total amount from their initial proposal without reducing the deliverables requested in the RFP.

**ATTACHMENTS:**

Attachment 1 – Professional Services Agreement

Attachment 2 – RFP



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of July 2021, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and DHM Design, hereinafter referred to as "Contractor".

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

### 1. SCOPE OF SERVICES

Contractor agrees to perform services in accordance with the Scope of Services attached hereto as ***Exhibit A – 2021 River Corridor Assessment Scope of Services and Timeline for Completion*** and incorporated herein by this reference.

### 2. TIME OF COMPLETION

The services to be performed pursuant to this Agreement by Contractor shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall terminate at 11:59 p.m. on December 31, 2021, or on a prior date of completion of the Services or termination as may be permitted by this Agreement.

### 3. PROFESSIONAL RESPONSIBILITY

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

### 4. RELEASE AND INDEMNIFICATION

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.



5. **PAYMENT**

The Contractor shall perform the Services and shall invoice the Town for work performed based on four (4) performance benchmarks: 1) Literature Review, 2) Define Project Goals, 3) Field Surveys, and 4) Recommendations and Reimbursable Costs. Total compensation shall not exceed Thirty-One Thousand Nine Hundred Thirty-Three Dollars and Twenty Cents (\$31,933.20), to be paid in four (4) installments according to the performance benchmarks and fee schedule described below:

Literature Review	\$2,870.00
Define Project Goals	\$1,170.00
Field Surveys	\$13,695.00
Recommendations and Reimbursable Costs	not to exceed \$14,198.20

The Contractor shall submit invoices and requests for payment in a form acceptable to the Town. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the Town. Unless otherwise directed or accepted by the Town, all invoices shall contain sufficient information describing the completion of each performance benchmark and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the Town shall promptly review the Contractor's invoice.

6. **INSURANCE AND WORKER'S COMPENSATION**

Contractor shall obtain statutorily required Worker's compensation insurance to cover Contractor's employees and provide the Town a certificate of such insurance. Contractor hereby agrees to release, waive, save, hold harmless, defend and indemnify the Town, its officers, agents or employees on account of any claims arising under the Worker's compensation laws of the State of Colorado on behalf of Contractor or any of Contractor's employees, subcontractors or subcontractor's employees.

7. **TOWN REPRESENTATIVE**

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

8. **INDEPENDENT CONTRACTOR**

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





9. **ASSIGNMENT**

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

10. **SUBCONTRACTS**

A Subcontractor is a person who has a contract with the Contractor to perform any of the Work.

Unless otherwise specified in this Agreement, the Contractor, shall furnish to the Town in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement.

11. **DEFAULT**

Each and every term and condition shall be deemed a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

12. **REMEDIES**

In the event a party has been declared in default, the defaulting party shall be allowed a period of five (5) days within which to cure said default. In the event the default remains uncorrected, the non-defaulting party may elect to (a) terminate the agreement and seek damages; (b) avail himself of any other remedy available at law or equity. In the event the Contractor fails or neglects to carry out the work in accordance with this Agreement, the Town may elect to make good such deficiencies and charge the Contractor therefore.

13. **TERMINATION**

The Town shall have the right to terminate this Agreement for its convenience by giving written notice to Contractor of the termination date. Upon termination under this paragraph, Contractor shall be paid to the date of termination for services properly performed.

14. **CONTRACTOR'S OFFICE**

Contractor shall maintain its own office, utilize Contractor's own office equipment and supplies and shall keep the Town advised of Contractor's office address, mailing address and telephone number.

15. **PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be



affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the Owner. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

16. **MISCELLANEOUS**

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property.

17. **DATE**

This Agreement is dated July \_\_\_\_\_, 2021.

18. **ILLEGAL ALIEN PROVISIONS REQUIRED BY COLORADO REVISED STATUTES 8-17.5-102, AS AMENDED.**

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

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS 8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that



the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS 8-17.5-102(5)

G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.

H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC 1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.

19. **APPROPRIATION REQUIRED**

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

**TOWN OF RIDGWAY**

By \_\_\_\_\_  
*John Clark, Mayor*

**CONTRACTOR: DHM Design**

By \_\_\_\_\_  
*Stephen Ellsperman, Principal*

**ATTEST:**

\_\_\_\_\_  
*Pam Kraft, Town Clerk*



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TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | [www.town.ridgway.co.us](http://www.town.ridgway.co.us)

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### CRS 8-17.5-102 Certification

**Name of Project:** River Corridor Assessment

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

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

**CONTRACTOR:** DHM Design

By \_\_\_\_\_  
*Stephen Ellsperman, Principal*

**EXHIBIT A:****2021 River Corridor Assessment Scope of Services  
and Timeline for Completion**

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**SCOPE OF SERVICES**

Contractor shall complete a baseline assessment of river function, ecosystem health, and channel stability to improve the condition of public access points and manage erosion in parks and around critical infrastructure to reduce maintenance needs and improve ecological health. Specific tasks are outlined below:

**TASK 1: LITERATURE REVIEW****A. Project Kickoff**

- Virtual Kickoff Meeting with Town Staff (final date TBD)

**B. Literature Review and Summary**

- Desktop Review of Existing Documents and Mapping
- Literature Review Summary

**TASK 2: DEFINE PROJECT GOALS****A. Town information data collection**

- Desktop review of existing Town documents
- Stakeholder interviews

**TASK 3: FIELD SURVEYS****A. Site Data Collection**

- Rapid Ecological Assessment: The DHM Design team will be collecting detailed information on the existing ecological condition of the river and adjacent natural areas:

- Rapid Wetland Community Survey and Assessment (\*Not a wetland delineation report)
- Riparian Systems and Habitat Assessment
- Environmentally Sensitive Lands
- Wildlife and Plant Species
- Fisheries Habitat Assessment
- Streambank Stability Survey
- Restoration Opportunities Survey

- Rapid Hydrology Assessment: Lotic will perform a rapid site survey to collect information on riparian community structure and health, channel morphology, hydraulic characteristics, and dynamic behaviors. This rapid site evaluation will be supported by desktop mapping and data analysis activities that explore historical hydrology, potential impacts to the sediment regime, and observed changes in channel alignment and/or floodplain land use through time. Results from field and desktop data collection and analysis efforts will be summarized and presented using the Colorado Stream Health Assessment Framework (COSHAF). Lotic's expertise at implementation of the COSHAF methodology and its precursor, FACStream, is demonstrated through numerous successful projects, including an assessment of the Yampa River for the City of Steamboat, and another on the Crystal River for the Roaring Fork Conservancy.

**B. Existing Conditions Meeting**

- Existing Conditions Review Meeting with Town Staff (date TBD)

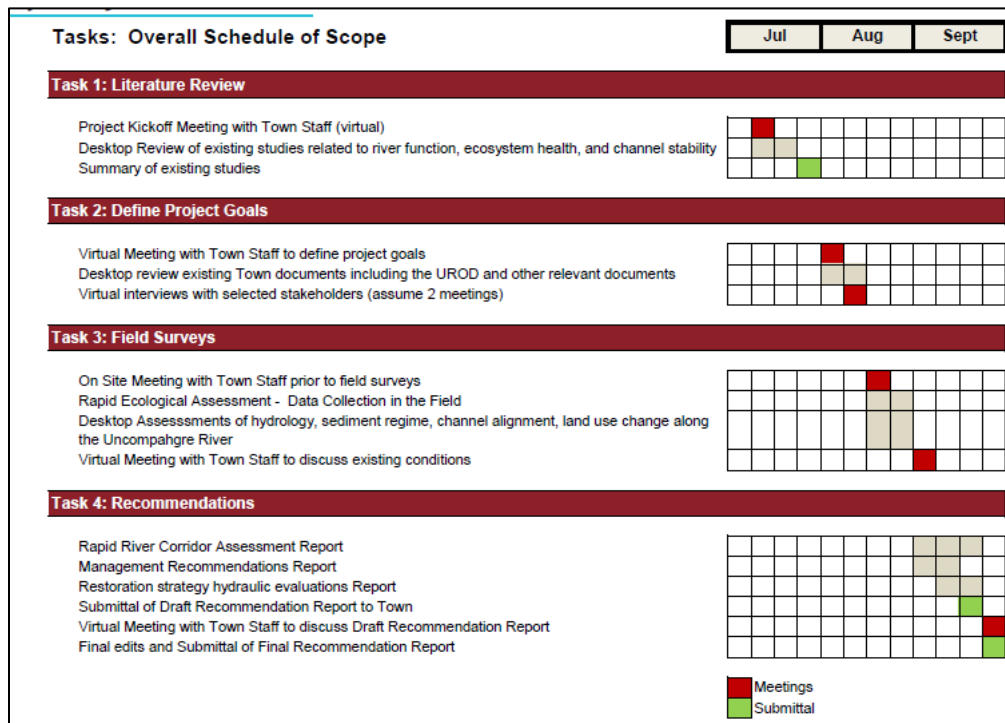
**TASK 4: RECOMMENDATIONS****A. Analysis and Reporting**

**EXHIBIT A:**

## 2021 River Corridor Assessment Scope of Services and Timeline for Completion

- Rapid River Corridor Assessment Report; This report will include:
  - Project mapping
  - Documentation outline and listing of all relevant environmental data sets
  - Inventory and Analysis Site Plans Incorporating Rapid Wetland Community Survey and Assessment, Riparian System and Habitat Assessment, Environmentally Sensitive Lands, Fisheries Habitat Assessment, Stream Bank Stability Assessment, Restoration Opportunities Survey
  - Wildlife and Plant Materials spreadsheet and documentation of species known or likely to be found
  - Restoration Opportunities and Constraints Plan
- Management Recommendations Report; this report will include:
  - Results from field and desktop data collection and analysis efforts will be summarized by Lotic and presented using the Colorado Stream Health Assessment Framework (COSHAF). We find that this format is particularly useful for supporting management decision-making around river corridors. Lotic's expertise at implementation of the COSHAF methodology and its precursor, FACStream, is demonstrated through numerous successful projects, including an assessment of the Yampa River for the City of Steamboat, and another on the Crystal River for the Roaring Fork Conservancy.
  - Specific implementation projects
  - Potential additional studies needed
- Virtual Meeting with Town to review Draft Management Recommendations Report (Date TBD)
  - After this meeting, the DHM team will complete any final edits to the Management Recommendations Report, and submit reporting to the Town.

### TIMELINE FOR COMPLETION



# **TOWN OF RIDGWAY REQUEST FOR PROPOSALS FOR RIVER CORRIDOR ASSESSMENT**

## **INTRODUCTION**

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The Town of Ridgway is issuing a “Request for Proposals” (RFP) seeking a qualified and experienced consultant (herein referred to as “Proposer”) to prepare a River Corridor Assessment (herein referred to as “Assessment”). The Town of Ridgway owns and manages approximately 72 acres adjacent to the Uncompahgre River. The Town implements its land use regulations, including the Uncompahgre River Overlay District (“UROD”) to improve and protect the river corridor as a Town amenity. The Town maintains a park and recreational path in the river corridor.

The impetus for the Assessment comes from frequent in-channel maintenance to maintain the current river course in Rollans Park. This work generates concern from the public regarding sedimentation and potential water quality impacts. The work also creates issues for Ridgway such as excess staff time, inconsistent results, and a lack of long-term strategy for the river course in Rollans Park.

The Town desires to retain a consultant to characterize river function, ecosystem health, and channel stability within the river corridor in and near Ridgway, which is depicted on the attached map. This characterization, along with existing planning documents, will be used to support future management decisions in the river corridor. The Assessment is the initial step in a larger process to improve the condition of the Uncompahgre River along Ridgway. It is anticipated that recommendations provided through the scope of work will be completed in subsequent budget years.

## **SCOPE OF WORK**

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The successful Proposer is asked to complete a baseline assessment of river function, ecosystem health, and channel stability to improve the condition of public access points and manage erosion in parks and around critical infrastructure to reduce maintenance needs and improve ecological health. Specific objectives are outlined below:

- Objective 1: Review and briefly summarize existing studies related to river function, ecosystem health, and channel stability. Uncompahgre Watershed Partnership (UWP) and Town staff will provide existing studies, and where possible, synopses of those studies, to facilitate a cost-effective literature review.

***Task name: Literature Review***

- Objective 2: Review and briefly summarize relevant Town documents, including the UROD, and conduct interviews with selected staff. Identify existing goals; add additional goals where necessary to support scientifically sound and cost-effective management of the river corridor.

**Task name: Define Project Goals**

- Objective 3: Conduct field survey or assessment focused on channel stability, river and floodplain function, and ecosystem health. Contractor may identify priority areas based on findings from objectives 1 and 2.

**Task name: Field Surveys**

- Objective 4: Provide recommendations for implementation projects, additional studies, or other recommendations to support scientifically sound and cost-effective management of the river corridor consistent with Ridgway's goals. **Task name: Recommendations**

At a minimum, the successful proposer will provide:

- A summary of existing studies and works cited.
- A list of project goals and rationale used to develop the goals (e.g., reference to existing Town Code, planning documents, interview notes, etc.).
- Photos, field notes, and or GPS or GIS data developed as part of field surveys.
- Final report/assessment that includes the items listed above and provides river corridor recommendations.

## SCHEDULE

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Below is the RFP schedule.

- |                             |                            |
|-----------------------------|----------------------------|
| • May 28, 2021              | RFP Issued                 |
| • June 25, 2021, 10:00 a.m. | Proposals Due              |
| • June 29, 2021             | Selection Committee Meets  |
| • June 30, 2021             | Notifications to Proposers |
| • July 6, 2021              | Agreement Execution        |
| • July 12, 2021             | Project Start              |



## **SUBMITTAL REQUIREMENTS**

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### **Submittal Instructions**

Submit two (2) paper copies printed double sided and one (1) electronic copy of the proposal in a sealed envelope, clearly marked with "Request for Proposals for River Corridor Assessment", no later than 10:00 a.m. on June 25, 2021 to:

Town of Ridgway  
Town Clerk  
Attn: River Corridor Assessment  
PO Box 10  
201 N Railroad Street  
Ridgway, CO 81432

### **Proposal Format**

Proposals shall be no longer than six (6) pages and contain the following information:

1. Cover letter, including:
  - a. Firm name, address, and location.
  - b. Introduction of the firm and mission statement.
  - c. Brief description of the firm's interest and understanding of the project, and expertise to complete the scope of work.
  - d. Signature of the person having proper authority to make formal decisions and commitments on behalf of the primary Proposer.
2. Project team, including:
  - a. Identify the lead or manager and include their title, email, and phone number.
  - b. A list of key team members that may be available to assist with the Assessment, including their qualifications, relevant experience. This can be in the form of one-page resumes.
3. Examples of similar work to demonstrate experience and relevant skills, and at least three (3) references.

4. Budget to compete the Assessment, including tasks, costs per task, hourly rates for personnel assigned to project and a not-to-exceed total amount.
5. Proposed timeline to complete the Assessment.

## **SELECTION PROCESS**

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Proposals will be evaluated using the following criteria:

- Qualifications and experience of the individual or team members of the firm and the lead or manager
- Relevant experience and quality of references
- Approach and methodology and fit with the Town of Ridgway
- Price/value of services

## **ACCEPTANCE/REJECTION OF PROPOSALS**

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The Town reserves the right to accept or reject any or all proposals, to waive any and all informalities and to negotiate contract terms with the successful Proposer, or to accept the proposer for the contract, which in its judgement best serves the interest of the Town, and the right to disregard all non-conforming, non-responsive, or conditional proposals.

## **COSTS TO PROPOSE**

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The Town will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP or any other activities related to responding to this RFP.

## **ADDITIONAL INFORMATION**

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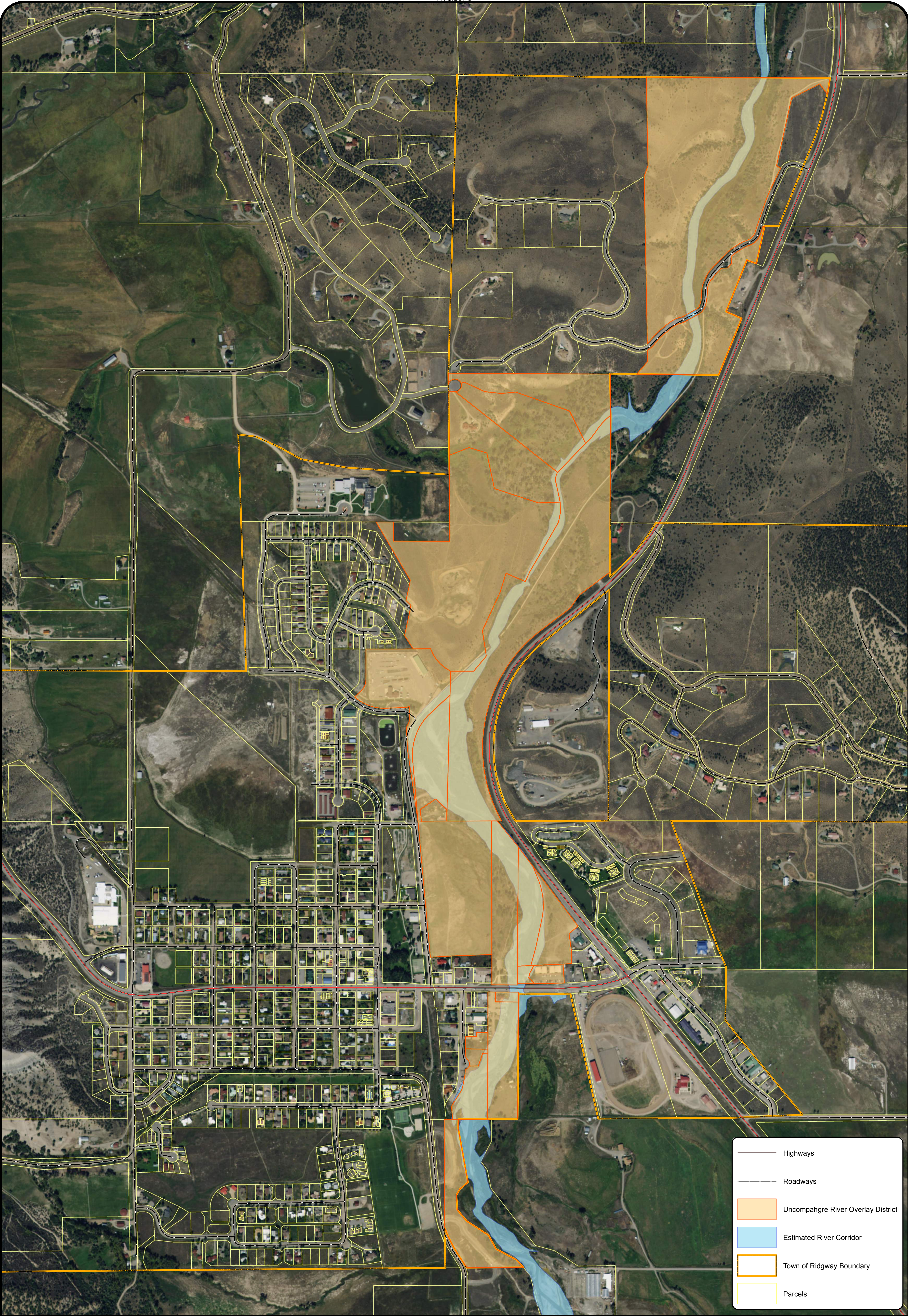
The selected Proposer will be required to enter into an agreement with the Town regarding the scope of services, timeline, and total cost.

The Town will work to honor confidentiality requests to the extent possible and reasonable. If you feel certain aspects of your proposal are proprietary in nature, please clearly indicate those specific components in the submittal.

For questions regarding this RFP, please email [pneill@town.ridgway.co.us](mailto:pneill@town.ridgway.co.us).

For more information about the Town of Ridgway, please visit <https://townofridgway.colorado.gov/>.





- Highways
- Roadways
- Uncompahgre River Overlay District
- Estimated River Corridor
- Town of Ridgway Boundary
- Parcels



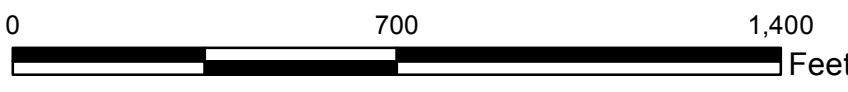
118 W. Sixth St., Suite 200  
Glenwood Springs, CO 81601  
970.945.1004  
www.sgm-inc.com

## Town of Ridgway

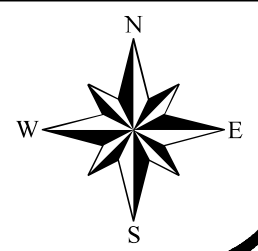
### Uncompahgre River Overlay District

Date:	10/18/2017	Job No.	2016-286.001	Map by:	RKK
Coordinate System:	Town of Ridgway Custom			Projection:	Custom
Data Sources:	ESRI, Town of Ridgway, Ouray County, SGM			Map:	Uncompahgre River Overlay District
File:	I:\2016\2016-286-Ridgway\001-GIS_AMS\H-Dwgs\GIS\MXDs\RidgwayRiverbankMap.mxd				

The information displayed above is intended for general planning purposes. Refer to legal documentation/data sources for descriptions/locations.



1 inch = 350 feet





## AGENDA ITEM #15



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 8, 2021  
Agenda Topic: Confirmation or amendment of Mandatory Water Restrictions, promulgated by the Mayor, restricting the use of Town water

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**SUMMARY:**

On June 17<sup>th</sup>, Mayor Clark promulgated mandatory water restrictions within the Town of Ridgway, subject to confirmation or amendment by the Town Council. Council has continually expressed a desire to conserve water in times of need to ensure effective and safe delivery of water to the Ridgway community during all times, including in times of restricted or limited water supply and drought. The following Mandatory Water Restrictions, as described in the Town's Water Conservation and Management Plan (attached), are in effect until modified or revoked by further order of the Town Council:

- No irrigating between the hours of 9:00 a.m. and 6:00 p.m., or when windy, in order to minimize evaporation, and anytime on Mondays.
- Properties located on the SOUTH side of Hwy 62 & Hunter Parkway – irrigate only on Tuesdays and Saturdays.
- Properties located on the NORTH side of Hwy 62 & Hunter Parkway – irrigate only on Wednesdays and Sundays.
- Town Parks irrigation limited to the minimum needed to keep grass alive.

**RECOMMENDED MOTION:**

"I move to confirm mandatory water restrictions for the Town of Ridgway."

**ATTACHMENT:**

Water Conservation and Management Plan

**Resolution No. 18-08**

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

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

**WHEREAS**, the Town of Ridgway, State of Colorado and the United States have seen periods of drought that significantly impact the local water supply, threatening the health, safety and welfare of our communities; and

**WHEREAS**, the Town Council desires to be proactive in communicating with the Ridgway community and water users of town-supplied water regarding the water conservation efforts that will be employed and the timing of such water restrictions; and

**WHEREAS**, the Town Council desires to conserve water in times of need to insure effective and safe delivery of water to the Ridgway community during all times, including in times of restricted or limited water supply and drought; and

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

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

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO** the Ridgway Water Conservation and Management Plan as defined herein is ratified.

## Water Conservation and Management Plan

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

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

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

## Enforcement

Enforcement of this Water Conservation and Management Plan is per the Ridgway Municipal Code (RMC) and other enforcement provisions for the Town of Ridgway, including but not limited to **RMC Section 2-4: Administrative Enforcement of the Ridgway Municipal Code:**

Under the existing Code Section for Administrative Enforcement, the general process, in part, is as follows, and is only provided here to provide notice to the Ridgway Community:

*First Violation – Optional Verbal or written notice, or written Notice of Violation*

*Second Violation – written Notice of Violation*

*Third Violation – Administrative Citation pursuant to RMC 2-4-13*

**RMC 2-4-13:**

*(B) If the responsible party fails to correct the violation cited, commits the same violations again, or fails to correct a violation as specified in accordance with an administrative enforcement order of the AHO, subsequent administrative citations may be issued for violations of the same code section. The penalties assessed for each administrative citation issued for violations of the same code section or sections shall not exceed the following amounts regardless of the number of violations per citation:*

*(1) First administrative citation: one hundred and fifty dollar (\$150.00).*

*(2) Second administrative citation: five hundred dollars (\$500.00).*

*(3) Third and each subsequent administrative citation: nine hundred and ninety-nine dollars (\$999.00).*

*(C) Payment of the penalty shall not excuse the failure to correct the violations nor shall it bar further enforcement action by the Town.*

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



*RMC 9-1-3, in part:*

*(B) The Mayor may promulgate emergency regulations restricting the use of Town water for irrigation or other uses subject to confirmation or amendment by the Town Council.*

*(C) The Town Council may declare by resolution a moratorium on taps or line extensions for the entire water or sewer systems or any part of them at any time due to limitations on system capacity or other circumstances which require such action.*

*(D) The Town shall have the right to temporarily interrupt service without notice for the purpose of making repairs, taps, extensions or for other reasons as necessary for the proper operation and maintenance of the water and sewer systems. If practical, reasonable notice shall be given to the customer.*

*(E) No customer located outside of the corporate limits of the Town may significantly increase the amount or degree of his use of Town water or sewer service beyond the extent of his use at the effective date of this Section.*

*(F) The Town Council may set regulations governing the use of water for irrigation and sprinkling by resolution.*

Other Ridgway Municipal Code provisions, as added or amended, may apply.

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**PASSED AND APPROVED** this 12<sup>th</sup> day of September 2018.

**ATTEST**

**TOWN OF RIDGWAY**

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Pam Kraft, MMC,  
Town Clerk

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John Clark,  
Mayor

## AGENDA ITEM #16



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 8, 2021  
Agenda Topic: Confirmation or amendment of Emergency Restrictions, promulgated by the Town Manager, on burning and fires within the Town of Ridgway

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**SUMMARY:**

On June 17<sup>th</sup>, the Town followed the lead of Ouray County and other agencies in our region in implementing “Stage 1” fire restrictions. The Town Manager formally promulgated emergency restrictions on burning and fires within the Town via the attached document.

Fire managers based their decision on specific moisture measurements in vegetation and other risk factors such as predicted weather and amount of current fire activity. According to Section 12-2-1(C) of the Ridgway Municipal Code, “emergency restrictions shall be subject to confirmation or amendment by the Town Council.”

**PROPOSED MOTION:**

“I move to confirm the emergency restrictions on burning and fires within the Town of Ridgway.”

**ATTACHMENT:**

Finding of the Town Manager

**FINDING OF THE TOWN MANAGER OF THE TOWN OF RIDGWAY -  
ENACTING A TOWN WIDE FIRE BAN**

WHEREAS, pursuant to Ridgway Municipal Code (RMC) Section 12-2-1(C), in times of significant drought, the Town Manager may promulgate emergency restrictions on burning and fires within the Town of Ridgway; and

WHEREAS, on June 16, 2021, Ouray County imposed Stage 1 fire restrictions, which prohibits burning and fire in a manner similar to that contemplated herein, and other surrounding counties and federal agencies have also imposed similar and more restrictive restrictions on public lands; and

WHEREAS, the Town Manager finds that the conditions are extreme and unpredictable, making individual actions by Council on decisions related to fire restrictions and the uses and operation of the Town property impractical; and

WHEREAS, pursuant to the authority granted under RMC Section 12-2-1(c), the Town Manager of the Town of Ridgway finds that it is a time of significant drought and the fire danger and fire risk are high.

NOW THEREFORE, pursuant to the authority granted to the Ridgway Town Manager, the following activities are banned within the Town of Ridgway:

- Building, maintaining, attending or using a campfire except in designated and signed campgrounds or developed recreation sites with provided fire grates
- Open burning of any kind including burning of trash or debris, burning of ditches, open charcoal or wood fires
- Fireworks or the use of explosives;
- Smoking on public property, except in an enclosed vehicle or building;
- Disposal of any cigarette anywhere outdoors;
- Operating any chainsaw, except with a fire extinguisher and shovel kept within immediate reach;
- Welding or use of torch with open flame, unless inside an enclosed structure and as an allowable use in the zoning district.
- Other activities determined to be of high risk in creating a wildfire and potential for loss of life or significant damage to personal property.

These restrictions shall remain in effect, unless or until modified or revoked by further order of the Town Council.

EFFECTIVE IMMEDIATELY THIS 17<sup>th</sup> day of June, 2021.



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Preston Neill, Town Manager

## AGENDA ITEM #17



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: July 8, 2021  
Agenda Topic: Resolution No. 21-06 Supporting the June 2021 Updates to the Colorado Communities for Climate Action Policy Statement

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**ACTION BEFORE COUNCIL:**

Council is asked to review and approve Resolution No. 2021-06 Supporting the June 2021 Updates to the Colorado Communities for Climate Action Policy Statement.

**PROPOSED MOTION:**

"I move to approve No. 2021-06 Supporting the June 2021 Updates to the Colorado Communities for Climate Action Policy Statement."

**SUMMARY:**

The Town of Ridgway is an active member of Colorado Communities for Climate Action (CC4CA), a coalition of 38 local governments that advocate for state and federal policies to protect Colorado's climate for current and future generations. The Town joined CC4CA in 2019. As a member, Town has the opportunity to weigh in on the development of the CC4CA Policy Statement, which is updated on an annual basis to adjust the policy positions of the organization. After an extensive four-month process of exploring, discussion, and vetting, the CC4CA Board at its June 4 retreat adopted a set of updates to CC4CA's Policy Statement. The majority of the updates are minor changes in wording or grammar. Some are substantive but are minor in nature. Two of the updates are new additions, although both were at least implied in the previous version of the Policy Statement. A complete list of these updates is appended to this memo as Attachment 1.

At this time, all members of CC4CA are asked to formally ratify the updated Policy Statement. Resolution No. 21-06, which is appended to this memo as Attachment 2, has been prepared for Council consideration.

**ATTACHMENT:**

Attachment 1 – Itemized List of the Proposed Policy Statement Updates

Attachment 2 – Resolution No. 21-06

# ATTACHMENT 1

## Itemized List of the Proposed Policy Statement Updates

### *Substantive Proposed Updates*

- a) Add a new item on solid waste, wastewater, and agricultural waste (which will now be Policy Position #24):

*24. Reduce greenhouse gas emissions from water treatment, wastewater treatment, solid waste, and agricultural activities.*

- b) Add a new item on water conservation (which will now be Policy Position #28):

*28. Reduce greenhouse gas emissions and increase resilience associated with water management through water conservation, efficiency, reuse, adaptation and low impact development strategies.*

NOTE: This language was crafted by an ad-hoc working group in April and May to find language that clearly identifies water-related GHG emissions as important to CC4CA but avoids the issues on which CC4CA's members may not share a unified view (specifically on water storage, diversions, and the varying perspectives across the West Slope and Front Range).

### *Minor/Clarifying Proposed Updates*

- c) Change the language on the fifth General Policy Principle from:

*Prioritizing policies that put people at the center of decision-making, minimizing disparities in growing the clean economy, especially for historically marginalized communities, and enhancing equitable outcomes for all.*

... to the language recommended by CC4CA's Equity Working Group:

*Prioritizing policies that put equity at the center of decision-making by addressing systemic environmental and governance inequities based on race and socioeconomic status and by justly transitioning and growing the clean economy.*

NOTE: This language was crafted by CC4CA's ad-hoc Equity Working Group between March and May in a careful, collaborative process.

- d) Add "actionable, useful" and "alignment between state and local inventory data" to Policy Position #2, change "frequent" to "regular," and delete "designed to be useful to stakeholders," so that it reads:

*2. Secure accurate, actionable, useful, and regular state greenhouse gas inventories and forecasts for Colorado which are made accessible to local governments and incorporate alignment between state and local inventory data to the extent possible.*

- e) Consolidate what was Policy Position #8 into the subsequent position statement (currently identified as #8).

- f) Change "protect" to "support" and add "communities," so that the sentence in #9 reads: "... through means that support utilities, consumers, and the communities where these facilities have been located."

- g) Add "municipal electric utilities" to Policy Position #10 so that it reads:

*10. Expand the ability of electric cooperatives and municipal electric utilities to independently purchase local renewable electricity and take other steps to reduce greenhouse gas pollution.*



## ATTACHMENT 1

h) Expand "coal" to "fossil fuel" in positions #13 and #14 pertaining to supporting transition communities.

i) Add "legislative" to the list of venues in Policy Position #16 and replace "vehicles" with "mobile sources" to capture the full range of vehicle types as well as other mobile sources like lawn mowers, and so that it reads:

*16. Ensure effective implementation of Colorado's vehicle emissions standards and other legislative, regulatory, and programmatic activities designed to reduce greenhouse gas emissions from mobile sources.*

j) Change the heading of the section on solid waste (immediately before Policy Position #21) from "Solid Waste Reduction" to "Waste," since the language in this section now covers reducing solid waste, liquid waste, and the carbon intensity of waste.

k) Add "or eliminate" to Policy Position #22 so that it reads:

*22. Reduce or eliminate use of disposable/ single-use products and promote reuse of materials, including construction and demolition waste.*

l) Reword Policy Position #23 to make it clearer and to add carbon intensiveness and circular economy, so that it reads:

*23. Foster circular economy policies like reuse, recycling, composting, and reducing the carbon intensiveness of materials and products.*

m) Clarify that Policy Position #27 is aimed at both natural carbon sequestration (known as "Natural Climate Solutions") and carbon capture technologies, and shorten the item, so that it reads:

*27. Support exploration and deployment, when appropriate, of natural climate solutions (NCS) and of carbon capture and utilization/ sequestration (CCUS).*

n) Incorporate what was Policy Position #28 into the fifth General Policy Principle (see letter (c) above).

o) Add "and ensure that these laws are fully implemented" to Policy Position #31 so that it reads:

*31. Maintain protections and authorities currently provided under environmental laws like the National Environmental Policy Act, Clean Air Act, and Clean Water Act, and ensure that these laws are fully implemented.*

### ***Minor Wording and Copy Editing Updates***

p) Minor copy edits (e.g., updating dates and tense alignment).

q) Eliminate the article "the" in some sentences, when unnecessary, for grammatical consistency.

r) Replace "carbon pollution" with "greenhouse gas pollution."

s) Replace "carbon emissions" with "greenhouse gas emissions."

ATTACHMENT 2

**RESOLUTION NO. 21-06**  
**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF**  
**RIDGWAY, COLORADO, SUPPORTING THE JUNE 2021**  
**UPDATES TO THE COLORADO COMMUNITIES FOR**  
**CLIMATE ACTION POLICY STATEMENT**

**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 Ridgway Town Council recognizes that local policies and local action, while critical, will not alone be sufficient to meet our own climate, energy, and sustainability goals, nor will they alone be sufficient to reduce the severity of climate change and its impacts to our community; and

**WHEREAS**, the Town, along with thirty-eight other municipalities and counties in Colorado, have joined Colorado Communities for Climate Action (“CC4CA”), a coalition of local governments across the state that advocates for state and federal policies which support clean air, clean water, reduction of fossil fuel consumption and other contributors associated with greenhouse gas emissions; and

**WHEREAS**, an integral part of this system is the adoption of updates to CC4CA's Policy Statement, which guides the coalition's work; and

**WHEREAS**, the Town desires to have an effective voice in the development of statewide energy and greenhouse gas reduction policies.

**NOW THEREFORE, BE IT RESOLVED** that the Ridgway Town Council hereby adopts the June 2021 updates to the CC4CA Policy Statement, attached as Exhibit A.

ADOPTED AND APPROVED this \_\_\_\_ day of July 2021.

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John Clark, Mayor

ATTEST:

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Pam Kraft, Town Clerk



## **CC4CA Policy Statement**

### **Effective July 1, 2021**

### **Adopted by the Board of Directors June 4, 2021**

Colorado Communities for Climate Action is a coalition of local governments advocating for stronger state and federal climate policy. CC4CA's policy positions reflect unanimous agreement among the coalition members on steps that should be taken at the state and federal level, often in partnership with local governments, to enable Colorado and its communities to lead in protecting the climate.

CC4CA generally focuses on legislative, regulatory, and administrative action, supporting efforts that advance the general policy principles and the detailed policy positions described below, and opposing efforts that would weaken or undermine these principles and positions.

### **General Policy Principles**

The following general principles guide Colorado Communities for Climate Action's specific policy positions. CC4CA supports:

- Collaboration between state and federal government agencies and Colorado's local governments to advance local climate protection and resilience.
- State and federal programs to reduce greenhouse gas pollution, including adequate and ongoing funding of those programs.
- Analyses, financial incentives, infrastructure, and enabling policies for the development and deployment of clean energy technologies.
- Locally driven and designed programs to support communities impacted by the clean energy transformation.
- Prioritizing policies that put equity at the center of decision-making by addressing systemic environmental and governance inequities based on race and socioeconomic status and by justly transitioning and growing the clean economy.

Adams County · Aspen · Avon · Basalt · Boulder · Boulder County · Breckenridge · Broomfield  
Carbondale · Clear Creek County · Crested Butte · Dillon · Eagle County · Edgewater · Erie · Fort Collins  
Frisco · Gilpin County · Glenwood Springs · Golden · Lafayette · Longmont · Louisville · Lyons · Mountain Village  
Nederland · Northglenn · Ouray County · Pitkin County · Ridgway · Salida · San Miguel County  
Snowmass Village · Summit County · Superior · Telluride · Vail · Westminster

## **Policy Positions**

Colorado Communities for Climate Action supports the following policy positions:

### *Statewide Climate Strategies*

- 1. Reduce statewide greenhouse gas emissions consistent with or greater than the State of Colorado's 2019 codified goals.**
- 2. Secure accurate, actionable useful, and regular state greenhouse gas inventories and forecasts for Colorado which are made accessible to local governments and incorporate alignment between state and local inventory data to the extent possible.**
- 3. Adopt a comprehensive market-based approach to reduce Colorado's greenhouse gas emissions that ensures the benefits accrue justly and equitably to impacted communities.**
- 4. Expand consideration of the environmental and health costs associated with the use of fossil fuels in making and implementing climate-related policy.**

### *Local Climate Strategies*

- 5. Remove barriers and promote opportunities that allow counties and municipalities to maximize deployment of local clean energy and climate-related strategies, including resilience-oriented strategies, while promoting affordable, accessible, and equitable delivery of reliable clean energy.**
- 6. Enable local governments to obtain the energy use and other data from utilities and state agencies that they need to effectively administer climate and clean energy programs.**
- 7. Support a comprehensive public process for evaluating retail and wholesale energy choice options for communities, informed by a broad variety of stakeholders.**
- 8. Provide for cost-effective and equitable policies, strategies, and practices that enable and accelerate energy efficiency in buildings, beneficial electrification, reducing GHG emissions, improving quality of life, and making the electric grid more robust and resilient.**

### *Energy Generation*

- 9. Accelerate retirement of existing fossil fuel generation facilities and their replacement with cost-effective and reliable clean energy supplies, through means that support utilities, consumers, and the communities where these facilities have been located.**

**10. Expand the ability of electric cooperatives and municipal electric utilities to independently purchase local renewable electricity and take other steps to reduce greenhouse gas pollution.**

**11. Modernize energy infrastructure to enhance community-based resilience and integrate distributed energy resources.**

*Energy Efficiency*

**12. Expand demand side savings from efficiency and conservation for all energy types.**

**13. Support ongoing and sustainable funding for weatherization and renewable energy assistance to low-income households, including those in fossil fuel-dominated economies, so that all Coloradans have access to comfortable and affordable homes.**

**14. Support ongoing and sustainable funding for programs that assist communities in the transition from fossil fuel-dominated economies.**

**15. Provide counties and statutory cities and towns with the same authority held by home rule cities to implement local energy conservation policies and programs.**

*Transportation*

**16. Ensure effective implementation of Colorado's vehicle emissions standards and other regulatory and programmatic activities designed to reduce greenhouse gas emissions from mobile sources.**

**17. Implement the 2020 Colorado Electric Vehicle Plan and other efforts to increase electrification of all motor vehicles.**

**18. Increase funding and policy incentives for multimodal transportation and multimodal-friendly development statewide.**

**19. Incentivize and select mobility alternatives, including movement of both people and goods, based on energy efficiency, and environmental costs and benefits.**

*Fossil Fuel Extraction Activities*

**20. Expand monitoring and reduction of the full life cycle emissions from fossil fuel extractive industry activities.**

*Waste*

**21. Grant CDPHE authority to implement a plan for meeting Colorado's statewide and regional solid waste diversion goals.**

**22. Reduce or eliminate use of disposable/single-use products and promote reuse of materials, including construction and demolition waste.**

**23. Foster circular economy policies like reuse, recycling, composting, and reducing the carbon intensiveness of materials and products.**

**24. Reduce greenhouse gas emissions from solid waste, water treatment, wastewater processing, and agricultural activities.**

*General*

**25. Encourage adoption of climate-positive innovations like telecommuting, drawing from the lessons learned during the coronavirus pandemic, to substantially reduce air and greenhouse gas pollution.**

**26. Promote proactive programs and efforts that improve the resilience and adaptability of Colorado communities in the face of natural disasters and other major challenges associated with climate change, including ensuring that disaster stabilization and recovery efforts result in reduced greenhouse gas pollution and improved resilience to future disasters.**

**27. Support exploration and deployment, when appropriate, of natural climate solutions (NCS) and of carbon capture and utilization/sequestration (CCUS).**

**28. Reduce greenhouse gas emissions and increase resilience associated with water management through water conservation, efficiency, reuse, adaptation and low impact development strategies.**

**29. Encourage investments that achieve climate-positive solutions, including policies that encourage entities investing public dollars to consider partial or full divestment as part of their investment strategies.**

**30. Maintain protections and authorities currently provided under environmental laws like the National Environmental Policy Act, Clean Air Act, and Clean Water Act, and ensure that these laws are fully implemented.**

## AGENDA ITEM #18



July 14, 2021

The Honorable Michael Bennet  
261 Russell Senate Office building  
Washington, D.C. 20510

Dear Senator Bennet,

We are writing you regarding the Gunnison Public Lands Initiative (GPLI), and our hope is that some very important lands be added to the proposal. We have followed the discussions around GPLI for some time and believe that the process has been transparent and collaborative, in no small part due to your and your staff's involvement. The current GPLI proposal is very much a community-based effort.

There are several possible additions to the existing Uncompahgre Wilderness that are very familiar to Ridgway residents and that we believe are worthy additions to the proposal. These are the proposed Turret Ridge, Little Cimarron, and Failes Creek/Soldier Creek additions, totaling near 15,000 acres of some of the most spectacular landforms in the region. Some of these can be seen from Highway 550 just north of Ridgway, and are a stunning sight. Their ruggedness and lack of trails ensures solitude for visitors, and they provide important migration areas for elk moving between the higher San Juan Mountains to wintering grounds near Blue Mesa Reservoir, as well as habitat for wildlife including lynx and moose.

Although the lands lie primarily in Gunnison County, the main access is from Ridgway, and our residents routinely visit these areas. A number of local residents have made their desire for protection of these areas known to us. We request that, with the support of Gunnison County, the proposed Uncompahgre additions be included in the final GPLI package. We are glad to help in any way and wish to thank you again for your work in protecting the many diverse and important lands in the region.

Sincerely,

John I. Clark  
Mayor  
On behalf of the Ridgway Town Council



## AGENDA ITEM #19

## AGENDA ITEM #20



## 2022 Fiscal Year Budget Preparation Schedule

Date	Description	Responsible Parties
August 23 – September 10, 2021	<b>Meetings with Town staff:</b> <ul style="list-style-type: none"><li>• Strategic Plan</li><li>• Town-wide initiatives</li><li>• Levels of service</li><li>• Fees</li><li>• Goals and objectives</li><li>• Personnel requests</li><li>• Capital Outlay requests</li><li>• Line item justifications</li></ul>	Preston, Pam
October 13, 2021	<b>Draft 2021 Fiscal Year Budget Submitted to Council</b>	Preston, Pam
October 16, 2021 9:00 a.m. – 2:00 p.m.	<b>Budget Retreat:</b> <ul style="list-style-type: none"><li>• Introduction of Draft 2021 Fiscal Year Budget</li><li>• Introduction of Draft 2021 Strategic Plan</li></ul> <b>Outcomes:</b> <ul style="list-style-type: none"><li>• Council direction for revisions</li><li>• Council direction for Capital Improvement Projects</li><li>• Council direction for revenue projections</li><li>• Council requests for additional information, analysis or options</li></ul>	Council, Preston, Pam
November 10, 2021	<b>Council Budget Hearing:</b> <ul style="list-style-type: none"><li>• Staff Presentation of 2021 Fiscal Year Proposed Budget</li><li>• Presentation of 2021 Strategic Plan</li><li>• Follow-up on any Council directions or requests</li><li>• Council discussion and public comment</li></ul>	Council, Preston, Pam
November 18, 2021	<b>Council Budget Workshop:</b> <ul style="list-style-type: none"><li>• Overview of 2021 Fiscal Year Proposed Budget</li><li>• Follow-up on any Council directions or requests</li><li>• Council discussion and public comment</li></ul>	Council, Preston, Pam
December 8, 2021	<b>Council Budget Hearing:</b> <ul style="list-style-type: none"><li>• Adoption of 2021 Fiscal Year Budget, including Capital Projects Plan and 2021 Strategic Plan</li><li>• Approval of Resolution Certifying Mill Levy</li></ul>	Council, Preston, Pam

## AGENDA ITEM #21



## WRITTEN REPORT

**To:** Honorable Mayor Clark and Ridgway Town Council  
**From:** Preston Neill, Town Manager  
**Date:** July 13, 2021  
**RE:** **Town Manager's Report**

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### **INTRODUCTION**

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

### **RIDGWAY SPACE TO CREATE PROJECT UPDATE**

The construction process has begun! The Town is hosting virtual bi-weekly project update meetings on the Ridgway Space to Create Project. The next meeting will take place on July 28<sup>th</sup> at 5:30 p.m. Reps from Stryker & Company, the contractor for the project, will attend each meeting to provide the updates and answer questions. The recurring Zoom meeting information can be found below. To read the blog tracking these public meetings during the construction process, visit <https://ridgways2c.blogspot.com/>. For more background information on this project, visit <https://townofridgway.colorado.gov/i-want-to/space-to-create-ridgway>.

<https://us02web.zoom.us/j/81166252778?pwd=VElvVWZOYllwSXY5ajRBZzhralY2UT09>

Meeting ID: 811 6625 2778

Passcode: 778450

Dial by your location

+1 346 248 7799 US

+1 312 626 6799 US

### **LEGISLATION WITH MUNICIPAL IMPACT**

Following the conclusion of the 2021 Legislative Session, the CML Advocacy Team has summarized legislation that municipalities need to know about immediately. Check it out by clicking [HERE](#).

### **MANDATORY WATER RESTRICTIONS IMPLEMENTED IN RIDGWAY, ALONGSIDE STAGE 1 FIRE RESTRICTIONS**

On June 17<sup>th</sup>, Mayor John Clark promulgated mandatory water restrictions within the Town of Ridgway, effective immediately. The restrictions shall remain in effect until modified or revoked by further order of the Town Council.

According to the [U.S. Drought Portal](#), areas in southwestern Colorado, and particularly Ouray County, are experiencing either severe, extreme, or exceptional drought conditions. The Town



Council has continually expressed a desire to conserve water in times of need to ensure effective and safe delivery of water to the Ridgway community during all times, including in times of restricted or limited water supply and drought. The following Mandatory Water Restrictions, as described in the Town's [Water Conservation and Management Plan](#), shall remain in effect until modified or revoked by further order of the Town Council:

- No irrigating between the hours of 9:00 a.m. and 6:00 p.m., or when windy, in order to minimize evaporation, and anytime on Mondays.
- Properties located on the SOUTH side of Hwy 62 & Hunter Parkway – irrigate only on Tuesdays and Saturdays.
- Properties located on the NORTH side of Hwy 62 & Hunter Parkway – irrigate only on Wednesdays and Sundays.
- Town Parks irrigation limited to the minimum needed to keep grass alive.

Also occurring on June 17<sup>th</sup>, the Town Manager formally promulgated emergency restrictions on burning and fires within the Town and the restrictions shall remain in effect until modified or revoked by further order of the Town Council. The following activities are currently prohibited in the Town of Ridgway:

- Building, maintaining, attending or using a campfire except in designated and signed campgrounds or developed recreation sites with provided fire grates;
- Open burning of any kind including burning of trash or debris, burning of ditches, open charcoal or wood fires;
- Fireworks or the use of explosives;
- Smoking on public property, except in an enclosed vehicle or building;
- Disposal of any cigarette anywhere outdoors;
- Operating any chainsaw, except with a fire extinguisher and shovel kept within immediate reach;
- Welding or use of torch with open flame, unless inside an enclosed structure and as an allowable use in the zoning district.
- Other activities determined to be of high risk in creating a wildfire and potential for loss of life or significant damage to personal property.



### **WATER TREATMENT PLANT GENERATOR**

The generator has arrived! Last year, the Town purchased a generator that will power the Town's Water Treatment Plant in the event of a power outage that affects the Plant. Early last month, staff prepared a specialized cement pad for the generator to be placed on. On June 18<sup>th</sup>, the generator was delivered and installed on the pad. It weighs over 11,000 pounds. In the next couple of weeks, the electrical work will take place to bring the unit online. Then, staff will need to meet with Cummins reps to learn how to operate and appropriately maintain the unit.



### **CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS UPDATE**

As reported last month, Ridgway's total allocation is \$261,152.40. A few weeks ago, we completed the certification process and received the first tranche of \$130,576.20, which has been set aside for now. The second tranche will come no sooner than 12 months.

As a recipient of a State and Local Fiscal Recovery Fund (SLFRF) award, we may use SLFRF funds to cover eligible costs that our organization incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as long as the award funds for the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021 are not eligible, as provided for in Treasury's Interim Final Rule. Recipients may use SLFRF award funds to provide assistance to households, businesses, and individuals within the eligible use categories described in Treasury's Interim Final Rule for costs that those households, businesses and individuals incurred prior to March 3, 2021. For example:

- a. **Public Health/Negative Economic Impacts**: Recipients may use SLFRF award funds to provide assistance to households – such as rent, mortgage, or utility assistance – for costs incurred by the household prior to March 3, 2021, provided that the recipient State, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 3, 2021.
- b. **Premium Pay**: Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such pay must not have been incurred by the recipient prior to March 3, 2021.
- c. **Revenue Loss**: Treasury's Interim Final Rule gives recipients broad latitude to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue begins with the recipient's revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending



December 31, 2020, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.

- d. Investments in Water, Sewer, and Broadband: Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband. Recipients may use SLFRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the SLFRF award funds were incurred after March 3, 2021.

Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury.

### **DRINKING WATER QUALITY REPORT**

The Town of Ridgway 2021 Drinking Water Quality Report is now available for the public to view. Check it out by clicking [HERE](#).

### **MARSHAL'S OFFICE UPDATE**

From Shane Schmalz, Town Marshal:

#### **Calls for Service**

The Marshal's Office has been very busy the first couple weeks of July. Cases have included a Felony Menacing and an Overdue Party that, sadly, turned into a motorcycle accident fatality. Below are statistics depicting calls for service for the months of April through June during the previous three years.

*Self-Initiated Field Activity (e.g., directed patrols, security checks and foot patrols):*

	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>April</b>	82	308	209
<b>May</b>	148	238	237
<b>June</b>	153	220	257

*Calls for Service (including everything from VIN inspections to assaults):*

	<b>2019</b>	<b>2020</b>	<b>2021</b>
<b>April</b>	90	52	98
<b>May</b>	148	87	135
<b>June</b>	163	114	153





I believe we are now seeing the effects of the COVID-19 shutdown that we originally anticipated seeing in 2020. There is a noticeable increase in mental health issues, disturbances, and general disputes over traffic complaints and every day issues that we haven't seen in past years.

### **BUILDING OFFICIAL UPDATE**

From Mike Gill, Building Official:

#### **Habitat for Humanity Triplex Project**

After exhausting their volunteer workforce, the Habitat for Humanity's triplex is again moving forward and inching skyward. Two separate groups of youth volunteers from the organization AmeriCorps have provided the labor for the construction of the triplex thus far. The first group was involved in the framing of the first floor and their tenure was about four weeks. The second group worked on the project for approximately nine weeks. When they left, the framing of the second floor and walls were completed. The project then hit a lull. The rising costs and nonavailability of an adequate skilled labor force brought the project to a halt. Until recently, Habitat was unable to procure a framing contractor that could take on the complicated roof structure. Hadden Enterprises LLC found enough of a window in their busy work schedule to set the trusses and sheath the roof. Their ultimate goal is to complete the roof dry-in, complete the exterior building wrap and install the windows and exterior doors. That would leave the building protected from the elements and allow for the various subcontractors to begin their rough-in work. With much work remaining but a major milestone behind them soon, Habitat can look forward to renewed activity at the N. Laura location.

### **COMMUNITY INITIATIVES UPDATE**

From Diedra Silbert, Community Initiatives Facilitator:

#### **Ridgway Space to Create Construction**

Ground preparation and foundation-related construction work has moved forward on the Space to Create (S2C) lot. Stryker & Co., the general contractor, and Town staff started biweekly public meetings on June 30, to take place virtually on Wednesdays from 5:30 – 6:15p. Information was posted about these meetings to the Town website's homepage, the S2C page, and the S2C Facebook page. A blog has been established on the S2C webpage for S2C Construction Updates and notes from the biweekly meetings (<https://townofridgway.colorado.gov/i-want-to/space-to-create-ridgway>). At the State level, on June 16<sup>th</sup>, the Governor signed Senate Bill 21-252 after it passed in the legislature. A huge thank you goes to Margaret Hunt from Colorado Creative Industries (CCI), Tim Schultz, advisory board chair for CCI, Chantal Unfug from DoLA Division of Local Government, and many legislators for their active efforts in support of this legislation! Artspace and the Town await the opportunity to apply for additional CCI/DoLA funding for this project to round out the more than \$10M in permanent funding that will be needed to complete it. Artspace staff visited Ridgway on June 23<sup>rd</sup> and 24<sup>th</sup> and plan to visit Ridgway each month going forward.



### **Creative Main Street Community Engagement**

A third organizational meeting took place on June 8<sup>th</sup> to orient 14 citizens to the new Creative Main Street Group, again facilitated by a consultant provided through Colorado Main Street technical assistance. At its July 6<sup>th</sup> meeting, the terms of volunteer commitment to the effort were discussed with those in attendance agreeing to commit. A recommendation will be made requesting their official appointments to the Group at the August Town Council meeting. This Group will meet regularly on the third Tuesday of each month from 5:30 to 7:30 p.m.

### **Ridgway First Fridays**

Two First Friday events have been held, orchestrated by volunteer Brenda Ratcliff and several others from the Creative Main Street Group. These events have not appeared as busy as previous years, though restaurants and other venues look full. The Group is working on additional promotional ideas.

### **Heritage Park/Visitor Center Improvements**

The fourth and final meeting of the Visitor Center - Heritage Park Advisory Committee took place on June 23<sup>rd</sup>, facilitated by Melissa Antol, a consultant provided through Colorado Main Street technical assistance. The committee's recommendations and a proposed implementation plan are on this month's Town Council agenda. Irrigation and landscaping improvements per contract with Clarke & Co., Inc. were completed, and this downtown gateway site already has begun to look more appealing than in recent years. The Town is grateful to Colorado Main Street for the Main Street mini-grant which covered partial costs of this year's improvements.

### **Colorado Main Street Open for Business Grant**

Colorado Main Street also received funding through SB252, and an application process is anticipated soon to offer funds to municipalities for façade and energy efficiency improvements of private downtown buildings. Heritage Energy Pilot Projects, such as the historic bank building, will be encouraged to apply for these funds, but the funds are not limited to those selected projects.

### **UPCOMING MEETINGS AND EVENTS**

- **Planning Commission Special Meeting** – July 13, 2021 at 5:30 p.m. at Ridgway Town Hall and on Zoom
- **Town Council Regular Meeting** – July 14, 2021 at 5:30 p.m. at Ridgway Town Hall and on Zoom
- **Ridgway Concert** – July 15, 2021 at 6:00 p.m. in Hartwell Park



- **Ridgway Concert** – July 22, 2021 at 6:00 p.m. in Hartwell Park
- **Planning Commission Regular Meeting** – July 27, 2021 at 5:30 p.m. at Ridgway Town Hall and on Zoom
- **Bi-Weekly Space to Create Project Update Meetings with Stryker & Company** – Every other Wednesday at 5:30 p.m. on Zoom (next meeting is July 28<sup>th</sup>)
- **Ridgway Concert** – July 29, 2021 at 6:00 p.m. in Hartwell Park
- **COVID-19 Multi-Agency Coordination Group Meeting** – August 4, 2021 at 2:00 p.m. via Zoom

#### **JOKE OF THE DAY**

I recently took a pole.

And found that 100% of the people in the tent were angry when it collapsed.