

Ridgway Town Council  
Regular Meeting Agenda  
Wednesday, June 9, 2021

Pursuant to the Town's Electronic Participation Policy,  
the meeting will be conducted via a virtual meeting portal.

**Join Zoom Meeting**

<https://us02web.zoom.us/j/89014836149?pwd=emphakhTTitJNTJVL2YxZ2dTSWtsZz09>

Meeting ID: 890 1483 6149

Passcode: 382343

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 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.

**ACKNOWLEDGMENTS**

5. Proclamation honoring Pam Kraft for her years of service to the Town - Mayor Clark.

**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.

6. Proclamation declaring June as Immigrant Heritage Month - Robyn Cascade.
7. Request for use of rights of ways during the Old West Fest for wagon rides along N. Lena, Charles, Cora and Clinton Streets; and horse parade along N. Lena, Charles and N. Railroad Streets - Eve Becker Doyle.
8. Ridgway Youth Advisory Council end of term recognition - Mayor Clark.

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

9. Application for Transfer of Restaurant Liquor License for Lazy Dog Saloon; Applicant: Lazy Dog Saloon LLC; Owner: Denise Ransford; to operate at 153 N. Highway 550, Unit F; application filed on May 13, 2021 - Town Clerk.
10. 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 - Town Clerk/Treasurer.

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

11. Review and action on revocable encroachment permit application for use of Town property - Town Manager.
12. Discussion and direction regarding weed management practices in the Town of Ridgway - Town Manager.
13. Review and action on Professional Services Agreement between the Town of Ridgway and Logic Compensation Group for the development of a Classification and Compensation Study - Town Manager.
14. Update, discussion, and direction on the alignment of Railroad Street - Town Manager.
15. Review and action pertaining to Order Extending the Declaration of Local Disaster in and for the Town of Ridgway related to the COVID-19 pandemic - Town Manager.
16. Review and action on *Town of Ridgway Modified Electronic Participation Policy for Regular and Special Meetings* - Town Manager.
17. Emergency Ordinance No. 05-2021 extending temporary amendments to the zoning regulations related to temporary signage - Town Manager.
18. Consideration of authorizing Mayor Clark to sign letter of support for Ouray County Historical Society's funding request to the State Historic Fund - Town Manager.
19. Consideration of authorizing Mayor Clark to sign letter of support for Ouray County's funding application to Colorado Parks and Wildlife's Colorado Outdoor Regional Partnerships Funding Program to launch the Ouray Recreation and Conservation Alliance - Town Manager.
20. Consideration of authorizing Mayor Clark to sign letter of support for Ouray County Food Pantry - Mayor Clark.

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

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, July 7, 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  
MAY 12, 2021

OATH OF OFFICE

The Town Clerk administered the oath of office to newly appointed Councilmember Adam Beck.

CALL TO ORDER

The Town Council convened in person at 201 N. Railroad Street, and broadcast the meeting to the public 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 5:35 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 April 14, 2021.
2. Register of Demands for May 2021.
3. Renewal of Brew Pub Liquor License for Colorado Boy Pub and Brewery.
4. Renewal of Liquor Store License for Ridgway Liquors.
5. Renewal of 3.2 Beer Liquor License for Ridgway Shell.
6. Renewal of 3.2 Beer Liquor License for Ridgway Conoco.
7. Water and sewer leak adjustment for Ridgway Secondary School, Account # 7050.

ACTION:

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

PUBLIC COMMENTS

Jim Nowak addressed the Council and questioned the Town's water capacity and ability to supply new construction and existing property owners who have not built to capacity, or wish to construct an accessory dwelling unit. He addressed the decrease in snow pack, and changes in weather patterns. Mr. Nowak reported in 1998 two Town lots were needed to build, and recently the Town decreased this to support more growth, and noted "there are unintended consequences for density". He stated "we are in a drought, the future does not look rosey". He noted he spoke to the Town Manager and there is plan to put out a request for proposals (RFP) to prepare a water capacity plan. He asked when the project will go out to bid, and that the public be apprised of the timeline on the RFP and the "conclusion of that assessment".

Town Manager Neill responded to Mr. Nowak's concerns agreeing with the need to understand the water capacity for new and existing landowners and reported the RFP is slated to be prepared at the end of the week, and then advertised.

## POLICY MATTERS

### 8. Lease Agreement with Ridgway Bike Park for use of Town property

Staff Report dated 5-7-21 from Town Manager presenting a lease agreement with Ridgway Bike Park for use of a portion of property in the Athletic Park.

Manager Neill reported Matt McIsaac approached staff in June of 2020 about the prospect of utilizing property to the south of the Athletic Park, and the request was taken to the Parks and Trails Committee before being presented to the Council in October. Council approved preparation of a lease, and the use of a water source for required maintenance and committed to partner on grant opportunities.

Matt McIsaac explained a design plan has been prepared for an "asphalt pump track" and "bike playground" for different skill levels. He reported the group is "ready to move forward with grants".

There were questions from the Council, and discussion by the Council.

## ACTION:

It was moved by Councilor Grambley, seconded by Councilmember Ferrelli and approved by a unanimous roll call vote to approve the lease agreement with Ridgway Bike Park for the use of a portion of Town property as a Bike Park.

### 9. Introduction 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 dated 5-4-21 presenting an ordinance pertaining to Economic Nexus and Marketplace Facilitators.

The Town Clerk explained as a home rule municipality the Town self collects sales tax. In 2014 the Colorado Municipal League (CML) started a uniformity project to address simplification of sales tax remittance for out of state retailers, and large marketplace sellers, like Amazon. CML staff oversaw the project with finance directors forming the Sales Tax Simplification Committee. As part of those discussions state legislation was enacted to adopt statewide uniform and standard designations and regulations for simplification of sales tax collection statewide; and creation of a single point remittance portal through the Department of Revenue (DOR). By participating in the single point remittance portal it allows out of state sellers to remit taxes with a single sales tax payment, and requires only one sales tax license. She explained in 2019 the Town entered into a Standard Uniform Tax Simplification Agreement with the DOR for use of the single remittance portal. CML is now asking all municipalities to adopt a model ordinance which will provide uniformity in language for remittance by remote sellers and marketplace facilitators, which she noted is being presented to the Council for introduction and first reading.

There were questions from the Council.

ACTION:

Mayor Pro Tem Meyer moved to introduce 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 Lakin the motion carried unanimously on a roll call vote.

10. Fiber-Optic Indefeasible Right-of-Use Agreement

Staff Report from the Town Manager dated 5-6-21 presenting a Fiber-Optic Indefeasible Right-of-Use Agreement with Clearnetworx LLC and Region 10 League for Economic Assistance and Planning, Inc.

The Town Manager reported at the March meeting Council directed staff to move forward with acquiring a Indefeasible Right-of-Use (IRU) Agreement for a 30 year term to pursue broadband connections to anchor institutions. The anchors will be placed at the Athletic Park; Town Hall; Elementary School and High School. The total cost will be \$122,001 and the Town would be responsible for half, and a grant from the Department of Local Affairs will pay the remainder. He noted \$55,000 has been budgeted, but staff feels the budget can accommodate the increased cost.

ACTION:

Councilmember Lakin moved to approve the Fiber-Optic Indefeasible Right-of-Use Agreement between Cleanetworx, LLC, Region 10 League for Economic Assistance and Planning Inc. and the Town of Ridgway. Councilor Grambley seconded the motion, and it carried unanimously on a roll call vote.

11. Discussion regarding the 2021 Ridgway Concert Series

The Town Manager reported staff is continuing to plan for five concerts every Thursday in July, and noted at the last meeting Council asked to revisit the conversation. The Town Clerk presented a summary of plans being made by similar communities for free concerts this summer.

There were comments by the Council and questions to the County Public Health Director.

12. Voluntary Water Restrictions pursuant to the Town Water Conservation and Management Plan

Staff Report dated 5-7-21 from the Town Manager requesting the Council consider promulgating the voluntary water restrictions.

The Town Manager reported the drought portable is calling for continued drought in Southwest Colorado, and recommended the Council promulgate Stage 1 Voluntary Water Restrictions.

There were comments and discussion by the Council, and the importance of educating the community was noted.

There were comments from the audience by Sue Husch and Jake Niece.

ACTION:

Moved by Councilor Lakin to promulgate State 1 Voluntary Water Restrictions for the Town of Ridgway. Councilor Ferrelli seconded the motion which carried unanimously on a roll call vote.

13. Letter of support for installation of broadband infrastructure within US 50 Little Blue Creek Canyon Improvements Project

Mayor Clark announced Region 10 has asked the Town to support efforts to bring broadband conduit fiber to US 50 Little Blue Creek Canyon Improvements Project in conjunction with the project the Town is participating in. He asked for approval to sign a letter in support of the installation.

ACTION:

Mayor Pro Tem Meyer moved to approve the Mayor signing a letter of support for installation of broadband infrastructure within US 50 Little Blue Creek Canyon Improvements Project, seconded by Councilor Lakin the motion carried unanimously on a roll call vote.

14. Update on annual Council scholarship to a local high school senior

The Mayor announced only one application was received for the annual \$1000 scholarship to a high school senior, and the recipient of the grant is "very deserving".

15. Use of Town right-of-way for parking lot sale on South Railroad Street

The Town Clerk presented an application for use of a public right-of-way from The Vintage Vault to conduct a parking lot sale along a portion of South Railroad Street on May 28<sup>th</sup>.

There was discussion by the Council and the applicant was encouraged to keep all pedestrians on the sidewalk adjacent to the parking spaces.

ACTION:

Moved by Mayor Pro Tem Meyer to approve application for use of right-of-way for the Vintage Vault parking lot sale on May 28<sup>th</sup> from 9:00 am to 3:00 p.m., seconded by Councilmember Grambley, and carried on a roll call vote.

16. Update on Council participation in the Adopt a Highway Program

Mayor Clark noted "after waiting a few years", the Council has been offered a section of highway to clean on a bi-annual basis as part of the Adopt a Highway Program. It will be between mile markers 20 and 22, to the west of Town.

MISCELLANEOUS REPORTS

15. Appointment of Michelle Montague to the Planning Commission

The Council received a copy of a letter sent to Michelle Montague appointing her to the Planning Commission.



The Mayor noted the Town Charter affords the Mayor the authority to appoint members to the Planning Commission. Two letters of interest were received for the opening on the Commission, and based on Michelle Montague's background she was appointed to serve.

The Town Manager presented a written monthly report and reviewed some of the items.

Councilor Ferrelli reported on Parks and Trails Committee.

### EXECUTIVE SESSION

The Town Attorney suggested the Town Council enter into an executive session pursuant to Colorado Revised Statutes 24-6-402(4)(b) for the purpose of receiving legal advice regarding enforcement of the Town of Ridgway Municipal Code and uses within the Residential Zone District; 2) Colorado Revised Statutes 24-6-402(4)(b) for the purpose of receiving legal advice regarding the Ridgway Wastewater Treatment Facility; and 3) Colorado Revised Statutes 24-6-402(4)(b) for the purpose of receiving legal advice regarding the Ridgway Space to Create Project.

### ACTION:

It was moved by Councilor Lakin, seconded by Mayor Pro Tem Meyer and unanimously carried on a roll call vote to enter into closed session.

The Council took a recess at 7:20 p.m. and resumed the meeting at 7:30 p.m.

The Council entered into executive session at 7:30 p.m. with the Town Attorney, Town Manager and Town Engineer.

The Council reconvened to open session at 8:10 p.m.

### ADJOURNMENT

The meeting adjourned at 8:10 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

**Town of Ridgway**  
**Register of Demands**  
June 2021

Name	Memo	Account	Paid Amount
<b>Rocky Mountain Aggregate &amp; C...</b>		<b>Alpine-Operating Account</b>	
		635GO2 · Gravel & Sand	-218.12
TOTAL			-218.12
<b>Builders FirstSource</b>		<b>Alpine-Operating Account</b>	
	rebar chairs for concrete @ plant	932WOO · Supplies & Materials	-25.00
TOTAL			-25.00
<b>SGS Accutest Inc</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-240.08
TOTAL			-240.08
<b>Montrose Water Factory, LLC</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-7.38
		732POO · Supplies & Materials	-7.37
		932SOO · Supplies & Materials	-7.37
		932WOO · Supplies & Materials	-7.38
TOTAL			-29.50
<b>The Place I Go</b>		<b>Alpine-Operating Account</b>	
	annual consortium - CDL testing	613GO2 · Office - Miscellaneous	-25.00
	annual consortium - CDL testing	913WOO · Office-Miscellaneous	-25.00
	annual consortium - CDL testing	913SOO · Office-Miscellaneous	-25.00
TOTAL			-75.00
<b>Pureline Treatment Systems</b>		<b>Alpine-Operating Account</b>	
	June 2021	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00
<b>petpickups.com</b>		<b>Alpine-Operating Account</b>	
	dog p/up mitts	732POO · Supplies & Materials	-1,624.50
TOTAL			-1,624.50
<b>GMCO Corporation</b>		<b>Alpine-Operating Account</b>	
		636GO2 · Dust Prevention	-15,400.00
		636GO2 · Dust Prevention	-15,400.00
TOTAL			-30,800.00
<b>BnD Batteries</b>		<b>Alpine-Operating Account</b>	
	battery	932WOO · Supplies & Materials	-16.95
TOTAL			-16.95

**Town of Ridgway**  
**Register of Demands**  
June 2021

Name	Memo	Account	Paid Amount
<b>Colorado Document Security</b>		<b>Alpine-Operating Account</b>	
	records destruction	547GOO · Records Management	-144.00
	records destruction	947WOO · Records Management	-144.00
	records destruction	947SOO · Records Management	-144.00
TOTAL			-432.00
<b>Grand Junction Pipe &amp; Supply ...</b>		<b>Alpine-Operating Account</b>	
	line repair	931SOO · Maintenance & Repairs	-269.10
	sprinkler clocks - Heritage Park	732POO · Supplies & Materials	-364.59
	stationary rod	932WOO · Supplies & Materials	-21.25
TOTAL			-654.94
<b>Midwest Radar &amp; Equipment</b>		<b>Alpine-Operating Account</b>	
	recertification of radars	862GO3 · Radio & Radar Repair	-160.00
TOTAL			-160.00
<b>Mesa County HDR Laboratory</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-20.00
		990WOO · Testing - water	-20.00
TOTAL			-40.00
<b>SGS Accutest Inc</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-102.56
TOTAL			-102.56
<b>Electric Motor Service LLC</b>		<b>Alpine-Operating Account</b>	
	aerator	931SOO · Maintenance & Repairs	-2,185.00
TOTAL			-2,185.00
<b>Municode</b>		<b>Alpine-Operating Account</b>	
	codification	519GOO · Contractual Services	-1,719.27
TOTAL			-1,719.27
<b>Caselle Inc</b>		<b>Alpine-Operating Account</b>	
	July 2021	914SOO · Consulting & Engineering Servs	-159.50
	July 2021	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00
<b>Dana Kepner Company Inc</b>		<b>Alpine-Operating Account</b>	
		988WOO · Taps & Meters	-5,049.79
TOTAL			-5,049.79

**Town of Ridgway**  
**Register of Demands**  
June 2021

Name	Memo	Account	Paid Amount
<b>Ouray County Road &amp; Bridge</b>		<b>Alpine-Operating Account</b>	
	May 2021	660GO2 · Gas & Oil	-573.05
	May 2021	760POO · Gas & Oil	-508.62
	May 2021	960WOO · Gas & Oil	-300.34
	May 2021	960SOO · Gas & Oil	-466.79
	May 2021	860GO3 · Gas & Oil	-904.29
TOTAL			-2,753.09
<b>Hartman Brothers Inc</b>		<b>Alpine-Operating Account</b>	
		661GO2 · Vehicle & Equip Maint & Repair	-2.28
		961SOO · Vehicle & Equip Maint & Repair	-2.27
		961WOO · Vehicle & Equip Maint & Repair	-2.27
TOTAL			-6.82
<b>UNCC</b>		<b>Alpine-Operating Account</b>	
		915WOO · Dues & memberships	-44.88
		915SOO · Dues & Memberships	-44.88
TOTAL			-89.76
<b>Amerigas</b>		<b>Alpine-Operating Account</b>	
	propane - wtr plant	942WOO · Utilities	-1,805.46
TOTAL			-1,805.46
<b>True Value</b>		<b>Alpine-Operating Account</b>	
	fertilizer	632GO2 · Supplies & Materials	-20.20
		732POO · Supplies & Materials	-2,178.54
		732POO · Supplies & Materials	-325.58
		932SOO · Supplies & Materials	-20.20
		932WOO · Supplies & Materials	-82.63
		931WOO · Maintenance & Repairs	-90.97
TOTAL			-2,718.12
<b>Clarke &amp; Co., Inc.</b>		<b>Alpine-Operating Account</b>	
	May 2021	CP2000 · Construction	-48,990.00
TOTAL			-48,990.00
<b>Chief Ouray Gun Club</b>		<b>Alpine-Operating Account</b>	
	firearms training	821GO3 · Workshops & Training	-160.00
TOTAL			-160.00
<b>Pro Velocity</b>		<b>Alpine-Operating Account</b>	
		556GOO · IT Services	-31.88
		820GO3 · IT Services	-31.88
		917WOO · IT Services	-74.37
		917SOO · IT Services	-74.37
TOTAL			-212.50

**Town of Ridgway**  
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June 2021

Name	Memo	Account	Paid Amount
<b>Scott's Printing &amp; Design</b>		<b>Alpine-Operating Account</b>	
	embroidery	883GO3 · Uniforms	-84.00
TOTAL			-84.00
<b>Community Planning Strategie...</b>		<b>Alpine-Operating Account</b>	
	planner services - Apr 2021 - Stryker	513GOO · Planning Consulting	-705.00
	planner services - Apr 2021 - fence vari...	513GOO · Planning Consulting	-1,286.25
	planner services - Apr 2021 - Wage	513GOO · Planning Consulting	-453.75
	planner services - Apr 2021 - landscape...	513GOO · Planning Consulting	-3,161.25
	planner services - Apr 2021 - building p...	513GOO · Planning Consulting	-998.75
	planner services - Apr 2021 - general	513GOO · Planning Consulting	-3,430.00
	planner services - Apr 2021 - Mclsaac S...	513GOO · Planning Consulting	-585.00
	planner services - Apr 2021 - North Seal...	513GOO · Planning Consulting	-900.00
TOTAL			-11,520.00
<b>Bobcat of the Rockies LLC</b>		<b>Alpine-Operating Account</b>	
	window - Bobcat skidsteer	961WOO · Vehicle & Equip Maint & Repair	-131.96
	window - Bobcat skidsteer	661GO2 · Vehicle & Equip Maint & Repair	-131.96
	door - Bobcat skidsteer	661GO2 · Vehicle & Equip Maint & Repair	-38.25
	door - Bobcat skidsteer	961WOO · Vehicle & Equip Maint & Repair	-38.25
TOTAL			-340.42
<b>Clear Networx, LLC</b>		<b>Alpine-Operating Account</b>	
	June 2021	543GOO · Telephone	-56.00
	June 2021	643GO2 · Telephone	-56.00
	June 2021	843GO3 · Telephone	-61.00
	June 2021	943WOO · Telephone	-56.00
	June 2021	943SOO · Telephone	-56.00
	June 2021	530GOO · Computer	-50.00
	June 2021	630GO2 · Computer	-50.00
	June 2021	730POO · Computer	-50.00
	June 2021	830GO3 · Computer	-50.00
	June 2021	930WOO · Computer	-50.00
	June 2021	930SOO · Computer	-50.00
	June 2021	930WOO · Computer	-50.00
	June 2021	930SOO · Computer	-25.00
	June 2021	630GO2 · Computer	-25.00
	June 2021	843GO3 · Telephone	-55.00
TOTAL			-740.00
<b>Tim's Auto Glass</b>		<b>Alpine-Operating Account</b>	
	windshield repair - Durango	861GO3 · Vehicle Maintenance & Repair	-249.00
TOTAL			-249.00
<b>USABlueBook</b>		<b>Alpine-Operating Account</b>	
	chemicals	932WOO · Supplies & Materials	-290.35
	connector	932WOO · Supplies & Materials	-53.87
TOTAL			-344.22

**Town of Ridgway**  
**Register of Demands**  
June 2021

Name	Memo	Account	Paid Amount
<b>PureWater Systems</b>		<b>Alpine-Operating Account</b>	
	plant operation - May 2021	914WOO · Consulting & Engineering Ser...	-2,115.00
	plant operation - May 2021	914SOO · Consulting & Engineering Servs	-2,115.00
TOTAL			-4,230.00
<b>Black Hills Energy-Town Hall</b>		<b>Alpine-Operating Account</b>	
		742PO1 · Utilities - community center	-24.83
		842GO3 · Utilities	-24.82
		542GOO · Utilities	-24.82
TOTAL			-74.47
<b>Black Hills Energy-Broadband</b>		<b>Alpine-Operating Account</b>	
	broadband building	5075GO1 · Region 10	-12.43
TOTAL			-12.43
<b>Black Hills Energy-PW Building</b>		<b>Alpine-Operating Account</b>	
		742POO · Utilities	-15.54
		642GO2 · Utilities	-15.53
		942SOO · Utilities	-15.54
		942WOO · Utilities	-15.54
TOTAL			-62.15
<b>Black Hills Energy-PW Office</b>		<b>Alpine-Operating Account</b>	
		642GO2 · Utilities	-10.71
		942SOO · Utilities	-10.70
		942WOO · Utilities	-10.70
TOTAL			-32.11
<b>Black Hills Energy-Lift Station</b>		<b>Alpine-Operating Account</b>	
		942SOO · Utilities	-23.63
TOTAL			-23.63
<b>Black Hills Energy-Hartwell Park</b>		<b>Alpine-Operating Account</b>	
		742POO · Utilities	-30.58
TOTAL			-30.58

**Town of Ridgway**  
**Register of Demands**  
June 2021

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Name	Memo	Account	Paid Amount
Verizon Wireless		Alpine-Operating Account	
		741POO · Telephone	-40.66
		943SOO · Telephone	-65.34
		943WOO · Telephone	-113.10
		843GO3 · Telephone	-162.64
		543GOO · Telephone	-91.32
		643GO2 · Telephone	-40.66
		552GOO · GIS Mapping - admin	-10.00
		952SOO · GIS Mapping - sewer	-10.01
		952WOO · GIS Mapping - water	-50.01
		830GO3 · Computer	-160.04
TOTAL			-743.78

## AGENDA ITEM #5





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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: June 3, 2021  
Agenda Topic: Proclamation honoring Pam Kraft for her years of service to the Town of Ridgway

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**SUMMARY:**

The Town Council is asked to consider adopting the attached Proclamation honoring Pam Kraft for her 25 years of service to the Town of Ridgway. Pam began her tenure with the Town on June 26, 1984. Pam will be in attendance during Wednesday's meeting to be recognized and thanked for her exemplary dedication to the Town of Ridgway.

**PROPOSED MOTION:**

"I move to adopt the Proclamation honoring Pam Kraft for her years of service to the Town of Ridgway."

**ATTACHMENT:**

Proclamation



**PROCLAMATION  
TOWN OF RIDGWAY, COLORADO**

**A PROCLAMATION HONORING PAM KRAFT  
FOR 25 YEARS OF SERVICE TO THE TOWN OF RIDGWAY**

**WHEREAS**, Pam Kraft first became a Town Clerk in 1984 when Mammoth Lakes, the Town she lived in, incorporated; and

**WHEREAS**, Pam became the Ridgway Town Clerk/Treasurer in 1996 after assisting the Town on a contractual basis; and

**WHEREAS**, her 25 years of service have been marked by exemplary dedication to the interests of the community and service to citizens; and

**WHEREAS**, she assisted in the formation of the Ridgway Public Library District and Ridgway Public Arts; and

**WHEREAS**, Pam was instrumental in establishing the annual Harvest Festival, Love Your Valley Festival and the Ridgway Concert Series; and

**WHEREAS**, she led the efforts to obtain various grants for the planning and construction of the Uncompahgre River Restoration Project; and

**WHEREAS**, she requested a donation of land for soccer fields, and the gifted 18 acres became the Ridgway Athletic Park; and

**WHEREAS**, Pam continues to hold an extensive amount of duties as Town Clerk/Treasurer, which includes but is not limited to, conducting elections, preparing the annual budget and capital improvement plan, coordinating various Town events, serving as risk manager, tax collector and records manager, and supervising the department which provides administrative and financial services, human resources and utility billing; and

**WHEREAS**, through Pam's remarkable resolve and resiliency the Town of Ridgway has been and will continue to be in good hands, with Pam tirelessly serving its citizens, visitors and business owners.

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

**Section 1.** The Town of Ridgway hereby expresses its sincere appreciation to Pam for her dedicated work and tireless efforts in the Town Clerk's Department.

**Section 2.** By virtue of Pam's community involvement, leadership and dedication, we, the Ridgway Town Council, proclaim June 26, 2021, as "**PAM KRAFT DAY**", in the Town of Ridgway, Colorado, and urge all Ridgway citizens to congratulate and thank Pam for her public service.

**Dated this 9<sup>th</sup> day of June 2021**

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

## AGENDA ITEM #6



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To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: June 3, 2021  
Agenda Topic: Proclamation Declaring June 2021 as Immigrant Heritage Month

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**SUMMARY:**

The Town Council is asked to consider adopting the attached Proclamation declaring June 2021 as Immigrant Heritage Month. Robyn Cascade will attend Wednesday's meeting to present more information about Immigrant Heritage Month.

**PROPOSED MOTION:**

"I move to adopt the Proclamation Declaring June 2021 as Immigrant Heritage Month."

**ATTACHMENT:**

Proclamation



**OFFICAL PROCLAMATION  
TOWN OF RIDGWAY, COLORADO**

**A Proclamation Declaring June 2021 as  
Immigrant Heritage Month**

**WHEREAS**, generations of immigrants from every corner of the globe have built our Country's economy and created a unique character of our nation; and

**WHEREAS**, immigrants have provided the United States of America with unique social and cultural influence, fundamentally enriching the extraordinary character of our nation; and

**WHEREAS**, despite these countless contributions, the role of immigrants in building and enriching our nation has frequently been overlooked and undervalued throughout our history and continuing to the present day, and

**WHEREAS**, the United States, because of the Constitution is a beacon of hope for people all over the globe seeking a better life and peaceful future; and

**WHEREAS**, immigration enhances Ridgway's cultural diversity, as foreign-born individuals add to the variety of languages, customs, and cuisines enjoyed in the Town; and

**NOW THEREFORE**, I, Mayor John Clark, and the Ridgway Town Council, do hereby recognize the month of June as

**Immigrant Heritage Month**

in the Town of Ridgway, and I call this observance to the attention of our residents and encourage them to learn more about the social and economic impact of immigrants to our community and state.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused to be affixed the Seal of the Town of Ridgway this 9<sup>th</sup> day of June, 2021.

**BY:**

**ATTEST:**

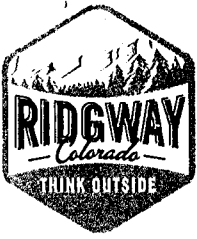
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**John Clark, Mayor**

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**Pam Kraft, Town Clerk**

## AGENDA ITEM #7



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

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

Applicant Name: <u>Ridgway Old West Fest</u>	Contact Person: <u>Eve Becker-Doyle</u>
Applicant Phone: <u>419/682/4710</u>	Contact Phone: <u>Same</u>
Applicant Email: <u>ebeckerdoyle@icloud.com</u>	Event Date: <u>Fri, Sept 24</u>
Organization Name: <u>Ridgway Western Heritage Society</u>	Event Time: <u>4:00</u>
Type of Event: <u>horse parade</u>	# Attendees: <u>100 people may watch the parade ??</u>

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

<input checked="" type="checkbox"/> Hartwell Park	<input type="checkbox"/> Hartwell Park Stage	<input type="checkbox"/> Athletic Park
<input type="checkbox"/> Cottonwood Park	<input type="checkbox"/> Dennis Weaver Memorial Park	<input type="checkbox"/> Athletic Park Pavilion (seating area)
<input type="checkbox"/> Rollans Park	<input checked="" type="checkbox"/> Right-of-Way (specify below)	<input type="checkbox"/> Athletic Park Pavilion (concession area)
<input type="checkbox"/> Other (specify):		

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

At 4pm Friday, we have a horse parade. The horses will walk single file in the bike lane to get from the fairgrounds to the park area (and back), where they will convene on the lot at the corner of Clinton and Lena beside the old bank building. This part of the journey should not require closing 62. When the parade starts, about 12 to 20 horses and riders will go on the streets around the park. They will proceed from the lot north on Lena to Charles, Charles to Railroad to 62. From 62, they turn right on N. Lena to Clinton, to their designated lot. They will ride several abreast for the parade so Shane will want to stop traffic for their sojourn around the park.

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

When the parade is over, some horses/riders will return to the fairgrounds same way they came and others may remain at the lot (returning to the fairgrounds later) or people to visit, pet and take pictures.



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

Applicant Name: <u>Ridgway OK Wagon Fest</u>	Contact Person: <u>Ever Beckel-Doyle</u>
Applicant Phone: <u>-</u>	Contact Phone: <u>769 682 9710</u>
Applicant Email: <u>everbeckel@doyle-richard.com</u>	Event Date: <u>Sat, Sept 25</u>
Organization Name: <u>Ridgway Western Heritage Society</u>	Event Time: <u>1-4 pm</u>
Type of Event: <u>wagon rides</u>	# Attendees: <u>150 wagon ride the wagon</u>

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

<input checked="" type="checkbox"/> Hartwell Park	<input type="checkbox"/> Hartwell Park Stage	<input type="checkbox"/> Athletic Park
<input type="checkbox"/> Cottonwood Park	<input type="checkbox"/> Dennis Weaver Memorial Park	<input type="checkbox"/> Athletic Park Pavilion (seating area)
<input type="checkbox"/> Rollans Park	<input checked="" type="checkbox"/> Right-of-Way (specify below)	<input type="checkbox"/> Athletic Park Pavilion (concession area)
<input type="checkbox"/> Other (specify):		

Wagon rides with Suffolk draught horses  
followed by 2-3 horses and riders

On Saturday afternoon, people who wish to have a wagon ride will convene at the post office turn around, where wagon loading and unloading will occur. The draught horses' route is as follows. They will take Lena North and turn left on either Charles or Frederick, then left on Cora to Clinton-turn left and return to the post office turnaround.

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

10 or 15 people can go on one ride

The Suffolk horses are used to operating in traffic. (In Montrose for a Halloween event, their around-the-block route included Main Street and Townsend, with no traffic stoppage.)



## AGENDA ITEM #8



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: June 3, 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

## **STAFF REPORT**

Subject: Transfer Restaurant Liquor License – Lazy Dog Saloon

Initiated By: Pam Kraft, MMC, Town Clerk

Date: June 4, 2021

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### **BACKGROUND:**

The Town has received an application to transfer the Restaurant Liquor License from Buddy Young, to Denise Ransford, to hold the license as Lazy Dog Saloon at 153 N. Highway 550, Unit 1. The request before the Council is to transfer the license which will include the restaurant, existing patio to the south side of the building, and a new patio on the west side of the facility. The applicant is also requesting concurrent review with the Colorado Liquor Enforcement Division, which grants approval to operate the establishment prior to receipt of a state issued liquor license.

A notice of hearing before the Town Council has been posted and published, and the premises posted, in accordance with state statutes. All requirements of license application have been met, all fees paid, and all forms received.

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### **ANALYSIS:**

Lazy Dog Saloon LLC is leasing the property at 153 N. Highway 550, Unit 1 from Sunrise Building LLC to operate a business which will be called Lazy Dog Saloon. The term of the lease expires on December 31, 2023.

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\*\*\*NOTE: All documents are on file in my office and are open to Council inspection\*\*\*

## AGENDA ITEM #10

## STAFF REPORT

Subject: Ordinance pertaining to Economic Nexus and Marketplace Facilitators

Initiated By: Pam Kraft, Town Clerk/Treasurer

Date: May 4, 2021

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### BACKGROUND:

As a home rule municipality the Town self collects sales tax, unlike statutory cities which must use the Colorado Department of Revenue (DOR) to administer and collect sales tax. (The DOR receives a portion of the taxes collected for providing this service). Ridgway requires a local sales tax license for all persons selling, or delivering items into Town, and remittance of taxes is paid directly to the Clerk/Treasurer Department.

In 2014 the Colorado Municipal League (CML) started a uniformity project to address simplification of sales tax remittance for out of state retailers, and large marketplace sellers, like Amazon. CML staff oversaw the project, with finance directors from participating jurisdictions forming the Sales Tax Simplification Committee. As part of those discussions state legislation requested all self collecting home rule municipalities to adopt standard definitions. The committee then began to work with finance directors from home rule municipalities, which self collect sales tax, to prepare uniform and standard definitions for adoption statewide. In 2017 the General Assembly adopted regulations for simplification of sales tax collection statewide; in 2019 the State Legislator created a single point remittance portal through the DOR, allowing for implementation of single point remittance software for use by out of state sales tax remitters.

By participating in the single point remittance portal it allows out of state sellers to remit taxes with a single sales tax payment, as the system is set up to pay each individual jurisdiction for the taxes received; assists businesses to find tax rates for each jurisdiction, and identify which jurisdiction they are selling within (i.e. town boundary to county); it also requires only a single sales tax license within the state, versus accruing different licenses from each jurisdiction.

In late 2019 the Town entered into a Standard Uniform Tax Simplification Agreement with the DOR for use of the single remittance portal. The State contracted with Muni-Revs to administer this service, and since the Town already contracted with Muni-Revs for tax collection services, no changes were necessary to begin using the single remittance portal. It is probable that the Town will receive more revenue from sales tax, as many on-line sellers were remitting only to the state due to confusion of home rule jurisdiction.

CML is now asking that all municipalities adopt a model ordinance, which if adopted by the Council, will be incorporated into the Town's sales tax regulations in the Municipal Code, and assist in economic nexus, and provide uniformity for remittance by remote sellers and marketplace facilitators.

### BACKGROUND FROM CML:

The attached ordinance pertaining to Economic Nexus and Marketplace Facilitators was developed by municipal tax professionals as part of a sales tax simplification effort initiated by numerous municipalities through out the state and sponsored by the Colorado Municipal League (CML). This was organized after it was recognized that various home rule municipalities giving the same term different meanings was a source of complexity in the tax system for businesses that operate in multiple municipalities. It was determined by a committee which was formed to determine simplification, that the use of "standardized" definitions, such as

those addressed in the ordinance, can help minimize this complexity and provide clarity for companies remitting taxes to local governments within the State.

CML and the Sales Tax Simplification Committee spent two years to develop the Model Ordinance Project. The discussion around clarification to marketplace facilitators and economic nexus began two years ago when the United States Supreme Court decided a case called *South Dakota v. Wayfair, Inc.*, 138 S.Ct. 2080 (2018) (hereinafter “Wayfair”). South Dakota enacted a statute requiring internet sellers with no physical presence in the state to collect and remit sales tax, which was not allowed under prior Supreme Court rulings. The Supreme Court overturned their prior rulings and held that out-of-state seller's physical presence in taxing state is not necessary for state to require seller to collect and remit its sales tax. South Dakota had showed that their ordinance did not place a burden on interstate commerce, therefore violating the Commerce Clause, by doing the following: enacting a threshold amount to not require small businesses to remit, using a single state level tax administration, creating uniform definitions of products and services, simplifying the tax rate structures, and other uniform rules. In Colorado, the sales tax system is more complicated than South Dakota, however, the Committee created an easier process businesses, while still allowing self-collection afforded to home rule municipalities.

A subcommittee of the Committee started with the state definitions of economic nexus and marketplace facilitators, and began to work in definitions that were clear and concise. Once the Model Ordinance was developed, it was reviewed by a group of business tax experts and attorneys, as well as by a group of municipal attorneys.

Following these discussions, several final revisions were made to the Model Ordinance and it was finalized by the Standard Definitions Subcommittee of the CML Sales Tax Simplification Committee.

The goal of this Model Ordinance is to clarify who can collect and remit taxes along with clarifying the authority given to taxing jurisdictions, and also clarifies administrative authority for home rule municipalities. Under Wayfair, part of the reason South Dakota did not overburden interstate commerce was due to an easy way for businesses to remit to all taxing jurisdictions.

This ordinance was designed to be adopted to help with any potential challenge under the Commerce Clause (under Wayfair). The goal with the ordinance is uniformity and simplicity so that all municipalities in Colorado can collect from online or remote retailers.

Senate Bill 19-006 House Bill 006 (2019) gave the Department of Revenue and the Office of Information Technology the go ahead to contract with vendors and create a single point of remittance. The idea of a single portal for businesses to remit has been offered many times before by the business community. However, with the Wayfair decision confirmed the importance of a single portal for remote sellers, and the state moved forward with the creation of this portal. The portal allows businesses to go to one website and remit taxes to taxing jurisdictions who have signed on to use the portal.

The CML Sales Tax Simplification Committee had previously been discussing sales tax for remote sellers prior to ‘Wayfair’, for voluntary compliance to keep the sales tax system as simple as possible. The South Dakota ruling had three essential things for the US Supreme Court to allow collection of sales tax from remote sellers without violating the Commerce Clause - the threshold limit; a ban on applying requirements retroactively; a single tax administration system. If all 72 self collection home rule municipalities continue to implement their own collection from out of state retailers, it could cause a challenge under the Supreme Court case. The State’s single point of remittance software was an option to align with what South Dakota did, and reduce the risk of a constitutional challenge.

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**STAFF RECOMMENDATION:**

Introduce Ordinance 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.

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ATTACHMENT 1. Ordinance No. 04-2021



**TOWN OF RIDGWAY, COLORADO  
ORDINANCE NO. 04-2021**

**AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO  
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**

**WHEREAS**, the Town of Ridgway, Colorado (“Town”) is a home rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statutes and the Town's Home Rule Charter; and

**WHEREAS**, pursuant to Article XX, Section 6 of the Colorado Constitution, the right to enact, administer and enforce sales taxes is clearly within the constitutional grant of power to the Town and is necessary to raise revenue with which to conduct the affairs and render the services performed by the Town; and

**WHEREAS**, pursuant to such authority, the Town has adopted and enacted Sales Tax Regulations (the “Code”), under which Town sales tax is levied on all sales and purchases of tangible personal property or taxable services at retail unless prohibited, as applicable to the provision of this Ordinance, under the Constitution or laws of the United States; and

**WHEREAS**, the United States Supreme Court in *South Dakota v. Wayfair*, 138 S.Ct. 2080 (2018), overturned prior precedent and held that a State is not prohibited by the Commerce Clause from requiring a retailer to collect sales tax based solely on the fact that such retailer does not have a physical presence in the State (“Remote Sales”); and

**WHEREAS**, based upon such decision, the retailer’s obligation to collect Remote Sales is no longer based on the retailer’s physical presence in the jurisdiction by the Constitution or law of the United States, and the Town’s Sales Tax Regulations need to be amended to clearly reflect such obligation consistent with said decision; and

**WHEREAS**, the delivery of tangible personal property, products, or services into the Town relies on and burdens local transportation systems, emergency and police services, waste disposal, utilities and other infrastructure and services; and

**WHEREAS**, the failure to tax remote sales creates incentives for businesses to avoid a physical presence in the State and its respective communities, resulting in fewer jobs and increasing the share of taxes to those consumers who buy from competitors with a physical presence in the State and its municipalities; and

**WHEREAS**, it is appropriate for Colorado municipalities to adopt uniform definitions within their sales tax codes to encompass marketplace facilitators, marketplace sellers, and multichannel sellers that do not have a physical presence in the Town, but that still have a taxable connection with the Town; and

**WHEREAS**, the goal of adopting this ordinance is to join in on the simplification efforts of all the self-collecting home rule municipalities in Colorado; and

**WHEREAS**, this ordinance provides a safe harbor to those who transact limited sales within the Town; and

**WHEREAS**, absent such amendment, the continued failure of retailers to voluntarily apply and remit sales tax owed on remote sales exposes the municipality to unremitted taxes and permits an inequitable exception that prevents market participants from competing on an even playing field; and

**WHEREAS**, the Town adopts this ordinance with the intent to address tax administration, and, in connection with, establish economic nexus for retailers or vendors without physical presence in the State and require the retailer or vendor to collect and remit sales tax for all sales made within the marketplace.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO** the following:

**Section 1. Recitals Incorporated.** The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

**Section 2.** Section 3-2-2 of the Code is hereby amended as follows:

***“Engaged in Business in the Town”*** means performing or providing services or selling, leasing, renting, delivering or installing tangible personal property, products, or services for storage, use or consumption, within the Town. Engaged in Business in the Town includes, but is not limited to, any one of the following activities by a person: (1) Directly, indirectly, or by a subsidiary maintains a building, store, office, salesroom, warehouse, or other place of business within the taxing jurisdiction; (2) Sends one or more employees, agents or commissioned sales persons into the taxing jurisdiction to solicit business or to install, assemble, repair, service, or assist in the use of its products, or for demonstration or other reasons; (3) Maintains one or more employees, agents or commissioned sales persons on duty at a location within the taxing jurisdiction; (4) Owns, leases, rents or otherwise exercises control over real or personal property within the taxing jurisdiction; (5) Retailer or vendor in the state of Colorado that makes more than one delivery into the taxing jurisdiction within a twelve month period; or (6) Makes retail sales sufficient to meet the definitional requirements of economic nexus as set forth in Subsection 3-2-2.

**Section 3.** Section 3-2-2 of the Code is hereby amended as follows:

***“Retailer or Vendor”*** means any person selling, leasing, renting, or granting a license to use tangible personal property or services at retail. The terms “retailer” shall include, but is not limited to, any:

- (1) Auctioneer;
- (2) Salesperson, representative, peddler or canvasser, who makes sales as a direct or indirect agent of or obtains such property or services sold from a dealer, distributor, supervisor or employer;
- (3) Charitable organization or governmental entity which makes sales of tangible personal property to the public, notwithstanding the fact that the merchandise sold may have been acquired by gift or donation or that the proceeds are to be used for charitable or governmental purposes;
- (4) Retailer-contractor, when acting in the capacity of a seller of building supplies, construction materials, and other tangible personal property.
- (5) Marketplace facilitator, marketplace seller, or multichannel seller.

**Section 4.** Section 3-2-2 of the Code is hereby amended to include the following new definitions:

***“Economic Nexus”*** means the connection between the Town and a person not having a physical nexus in the State of Colorado, which connection is established when the person or marketplace facilitator makes retail sales into the Town, and:

- (A) In the previous calendar year, the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in C.R.S. § 39-26-102(3)(c), as amended; or
- (B) In the current calendar year, 90 days has passed following the month in which the person, which includes a marketplace facilitator, has made retail sales into the state exceeding the amount specified in C.R.S. § 39-26-102(3)(c), as amended.

This definition does not apply to any person who is doing business in this state but otherwise applies to any other person.

***“Marketplace”*** means a physical or electronic forum, including, but not limited to, a store, a booth, an internet website, a catalog, or a dedicated sales software application, where tangible personal property, taxable products, or taxable services are offered for sale.

***“Marketplace Facilitator”***

- (A) Means a person who:
  - (1) Contracts with a marketplace seller or multichannel seller to facilitate for consideration, regardless of whether or not the consideration is deducted as fees from the transaction, the sale of the marketplace seller’s tangible personal property, products, or services through the person’s marketplace;
  - (2) Engages directly or indirectly, through one or more affiliated persons, in transmitting or otherwise communicating the offer or acceptance between a purchaser and the marketplace seller or multichannel seller; and
  - (3) Either directly or indirectly, through agreements or arrangements with third parties, collects payment from the purchaser on behalf of the seller.
- (B) “Marketplace Facilitator” does not include a person that exclusively provides internet advertising services or lists products for sale, and that does not otherwise meet this definition.

***“Marketplace Seller”*** means a person, regardless of whether or not the person is engaged in business in the Town, which has an agreement with a marketplace facilitator and offers for sale tangible personal property, products, or services through a marketplace owned, operated, or controlled by a marketplace facilitator.

***“Multichannel Seller”*** means a retailer that offers for sale tangible personal property, commodities, or services through a marketplace owned, operated, or controlled by a marketplace facilitator, and through other means.

**Section 5.** Section 3-2-4 of the Code is hereby amended by the addition of the following new subsection:

3-2-4 (C) Marketplace Sales

***“Marketplace Sales”***

(C) Marketplace Sales

- (1) (a) A marketplace facilitator engaged in business in the Town is required to collect and remit sales tax on all taxable sales made by the marketplace facilitator, or facilitated by it for marketplace sellers or multichannel sellers to customers in the Town, whether or not the marketplace seller for whom sales are facilitated would have been required to collect sales tax had the sale not been facilitated by the marketplace facilitator.

(b) A marketplace facilitator shall assume all the duties, responsibilities, and liabilities of a vendor under Section 3-2-2. Marketplace facilitators shall be liable for the taxes collected from marketplace sellers or multichannel sellers. The Town may recover any unpaid taxes, penalties, and interest from the marketplace facilitator that is responsible for collecting on behalf of marketplace sellers or multichannel sellers.

(c) The liabilities, obligations, and rights set forth under this article are in addition to any duties and responsibilities of the marketplace facilitator has under this article if it also offers for sale tangible personal property, products, or services through other means.

(d) A marketplace seller, with respect to sales of tangible personal property, products, or services made in or through a marketplace facilitator's marketplace, does not have the liabilities, obligations, or rights of a retailer under this article if the marketplace seller can show that such sale was facilitated by a marketplace facilitator:

  - (i) With whom the marketplace seller has a contract that explicitly provides that the marketplace facilitator will collect and remit sales tax on all sales subject to tax under this article; or
  - (ii) From whom the marketplace seller requested and received in good faith a certification that the marketplace facilitator is registered to collect sales tax and will collect sales tax on all sales subject to tax under this article made in or through the marketplace facilitator's marketplace.

(e) If a marketplace seller makes a sale that is not facilitated by a licensed marketplace facilitator in a marketplace, the marketplace seller is subject to all of the same licensing, collection, remittance, filing and recordkeeping requirements as any other retailer.
- (2) Auditing. With respect to any sale, the Town shall solely audit the marketplace facilitator for sales made by marketplace sellers or multichannel sellers but facilitated by the marketplace. The Town will not audit or otherwise assess tax against marketplace sellers or multichannel sellers for sales facilitated by a marketplace facilitator.

**Section 3.** No obligation to collect the sales and use tax required by this article may be applied retroactively. Responsibilities, duties and liabilities described in Section 5(C) of a marketplace facilitator, marketplace seller, or multichannel seller begin upon the earlier of when they became licensed to collect the Town's sales tax or when they became legally obligated to collect the Town's sales tax under Section 4.

**Section 4. Codification of Amendments.** The Town Clerk, as the codifier of the Town's Municipal Code, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Ridgway Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any typographical error in the enacted regulations, provided that such correction shall not substantively change any provision of the regulations

adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

**Section 5. Severability.** If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

**Section 6. Effective Date.** This Ordinance shall take effect thirty (30) days after the date of final passage in accordance with Article 3-7 of the Ridgway Charter.

**Section 7. Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Ridgway, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

**Section 8. No Existing Violation Affected.** Nothing in this Ordinance shall be construed to release, extinguish, alter, modify, or change in whole or in part any penalty, liability or right or affect any audit, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing which may have been incurred or obtained under any ordinance or provision hereby repealed or amended by this Ordinance. Any such ordinance or provision thereof so amended, repealed, or superseded by this Ordinance shall be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability, or right, and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered, or made in such actions, suits or proceedings, or prosecutions imposing, inflicting, or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings, and appeals pending before any court or administrative tribunal.

**Section 9. Publication.** The Town Clerk is ordered to publish this Ordinance in accordance with Article 3-7 of the Ridgway Charter.

*[Execution Page follows]*

**INTRODUCED AND REFERRED TO PUBLIC HEARING** on May 12, 2021 and setting such public hearing for June 9, 2021 at Ridgway Town Hall, located at 201 N. Railroad Street, Ridgway, Colorado.

BY:

ATTEST:

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John Clark, Mayor

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Pam Kraft, Town Clerk

**ADOPTED** on June 9, 2021.

BY:

ATTEST:

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John Clark, Mayor

---

Pam Kraft, Town Clerk

APPROVED AS TO FORM:

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Bo James Nerlin, Town Attorney

## AGENDA ITEM #11



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: June 3, 2021  
Agenda Topic: Review and action on revocable encroachment permit for use of Town property

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**SUMMARY:**

Before Council for consideration of approval is a Revocable Encroachment Permit. Cheryl and Kevin O'Brien, who reside at 1015 Clinton Street, recently submitted an Encroachment Permit Application for their existing shed to encroach on an undeveloped portion of N. Elizabeth Street. Revocable encroachment permits for use of Town property must be reviewed and approved by Council.

The use of an Encroachment Permit is generally envisioned to be short-term use. Staff is interpreting the request as exclusive use of this portion of the Town right-of-way for their shed, which has been in place for approximately 35 years. Section 14-3-1 of the Ridgway Municipal Code states, "It shall be unlawful for any person to use public property or rights of way including, but not limited to that portion of any street right of way outside of the roadway, for private purposes except as permitted by ordinance, franchise, public right, lease, Council permits, or otherwise in accordance with law." In short, the Town Council may grant use of Town property.

If approved by Council and before the permit can be signed and issued, the Town will need the required insurance and the \$75 application fee from the applicant. Council can waive the fee, if desired.

**ATTACHMENT:**

Revocable Encroachment Permit





**REVOCABLE ENCROACHMENT PERMIT**  
*Parks, Facilities and Rights-of-Way*

☒ Right of Way  
☐ Park  
☐ Facilities

The Town of Ridgway, Colorado hereby grants to Cheryl and Kevin O'Brien ("Permittee"), a permit to utilize the following public property:

*A portion of the undeveloped section of N. Elizabeth Street right-of way, approximately 27' by 8', abutting 1015 Clinton Street, as shown on Exhibit A.*

subject to the conditions set forth herein, as follows:

1. Permittee agrees to indemnify and hold harmless the Town of Ridgway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Permit, including the sale and consumption of alcoholic beverages, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Permittee, or any employee of the Permittee, or which arise out of any worker's compensation claim of any employee of the Permittee. The Permittee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Permittee, or at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with, any such liability, claims, or demands. The Permittee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.
2. Permittee hereby agrees to waive any claim against the Town, its officers or employees for damage to their persons or property arising out of this Permit, the exercise of rights granted under this Permit, or the use of the public property granted herein by the Town.
3. Permittee shall maintain and use the public property at all times in conformity with Town ordinances, regulations and other applicable law, keep it in a safe and clean condition and allow no nuisance to be created by virtue of the Permit, and not allow any traffic or safety hazard to exist. Permittee shall not construct any buildings or improvements upon the public property except as authorized by this permit.
4. To the extent the encroachments are reduced, removed or discontinued, the extent of this permit shall be deemed reduced. Permittee shall not restore a reduced encroachment or expand the existing encroachment(s) in any way.



5. The following conditions shall also apply:

*Permittee is permitted to use Town property as shown on Exhibit A for the depicted and already existing shed structure.*

*Any changes in the plan, from what is attached hereto, shall be submitted to the Town for review and approval prior to commencement of the plan. No further encroachment or expansion of the encroachment into the right of way is permitted without prior approval of the Town.*

6. The Permittee will be using Town power: ☐ Yes ☒ No

Location of designated power source: N/A

7. Insurance required: ☒ Yes ☐ No

8. Type and amount of coverage, if required: General liability: \$1,000,000 each occurrence; with the Town, its officers and employees as Additional Insured; General Aggregate: \$2,000,000 per insured club or insured individual; Damage to Premises \$100,000; Workers Compensation: \$150,000 for any one person, \$600,000 for any one accident, and public property damage insurance with a minimum limit of \$100,000 for any one accident (see RMC 14-5-8), or "to cover obligations imposed by applicable laws for any employee engaged in the performance of work for Permittee".

9. The Permittee shall be responsible to reimburse the Town for all out-of-pocket costs incurred by the Town in the issuance, administration and enforcement of this permit, including reasonable attorney's fees. Permittee shall reimburse the Town for any damage caused to Town property as a result of this permit and Permittee's activities hereunder. If such amounts are not paid when billed by the Town, the Town may collect such amounts as an assessment against Permittee's abutting property or other property to wit:

1015 Clinton Street

and certify it to the County Treasurer to be collected similarly as taxes, or collect it in any other lawful manner.

10. This permit may be revoked all or in part by the Ridgway Town Council following reasonable notice and hearing if it finds the Permittee is in material violation of the terms hereof, and the encroachments shall thereafter be removed at Permittee's expense.

The undersigned hereby accepts this Permit and all conditions above, this \_\_\_\_ day of June, 2021.



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)

11. Total Fees are as follows:

Permit Fee:	_____ \$75 _____
Electricity Use Fee:	_____ N/A _____
Outdoor Concert Cash Bond:	_____ N/A _____
Outdoor Concert License Fee:	_____ N/A _____
Law Enforcement Fee:	_____ N/A _____
Film/ Production Fee:	_____ N/A _____
<b>Total Fees Due:</b>	_____ \$75 _____

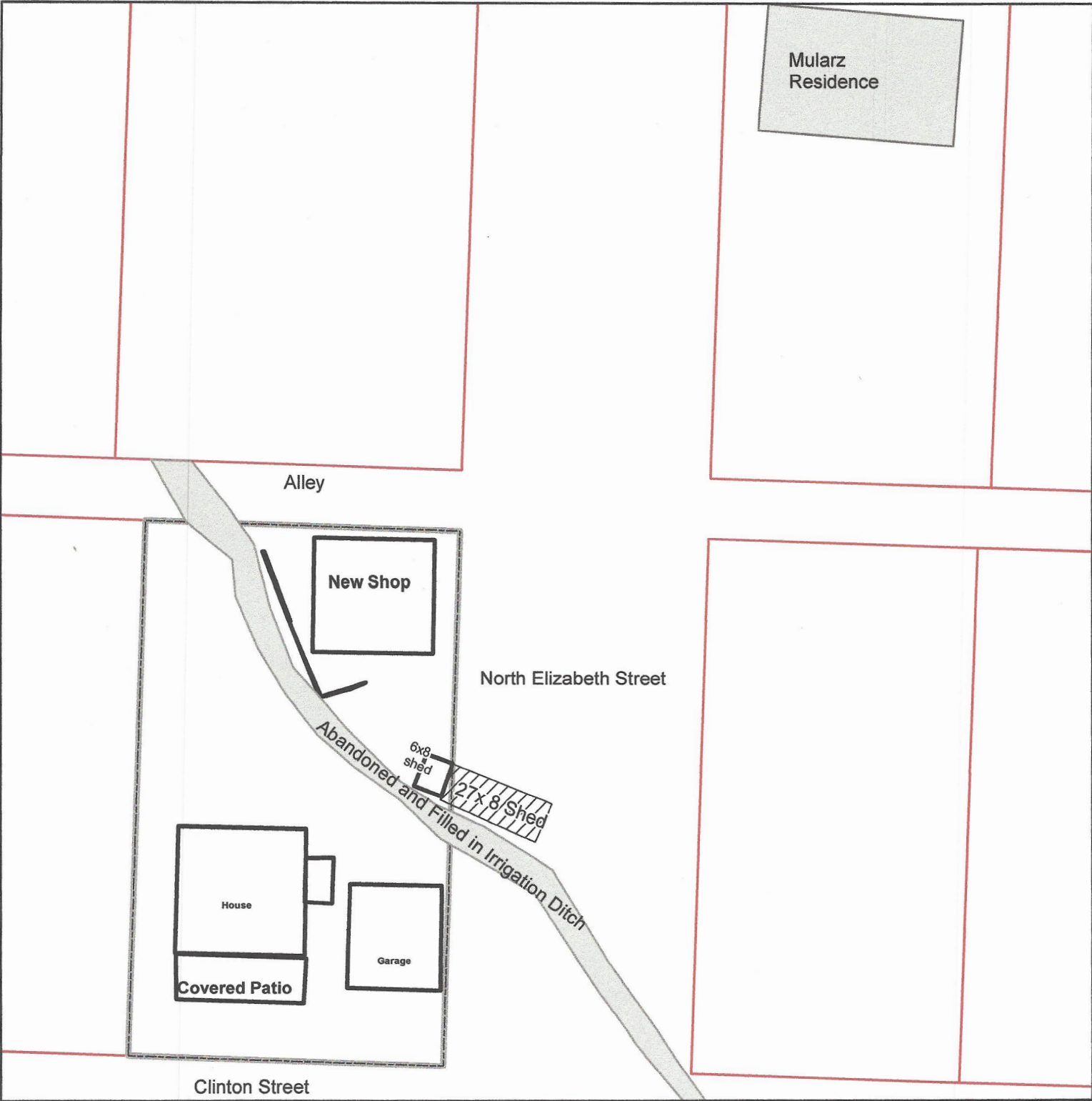
TOWN OF RIDGWAY

PERMITTEE

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

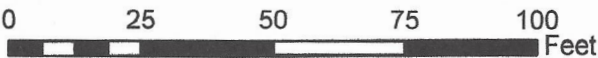
By \_\_\_\_\_  
Cheryl and Kevin O'Brien

EXHIBIT A



O'Brien Property-Ridgway CO

- Lots 1,2,3 of Block 4
- Abandoned and filled in irrigation ditch
- Structures on Property
- 6'x8' shed
- Shed in place 35+ years



## AGENDA ITEM #12



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: June 4, 2021  
Agenda Topic: Discussion and direction regarding weed management practices in the Town of Ridgway

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**SUMMARY:**

Julie Kolb, Ouray County Vegetation Manager, will attend Wednesday's meeting to present information about her department's weed control practices and the outlook for weeds in the Town of Ridgway. She has provided the attached maps that depict weed infestations in a variety of spots around Town. Council is asked to provide direction regarding how Town staff, in conjunction with Ouray County Vegetation Management, should proceed with addressing the various weeds issues around Town given the Town's "No Spray" Policy/prohibition on herbicide application.

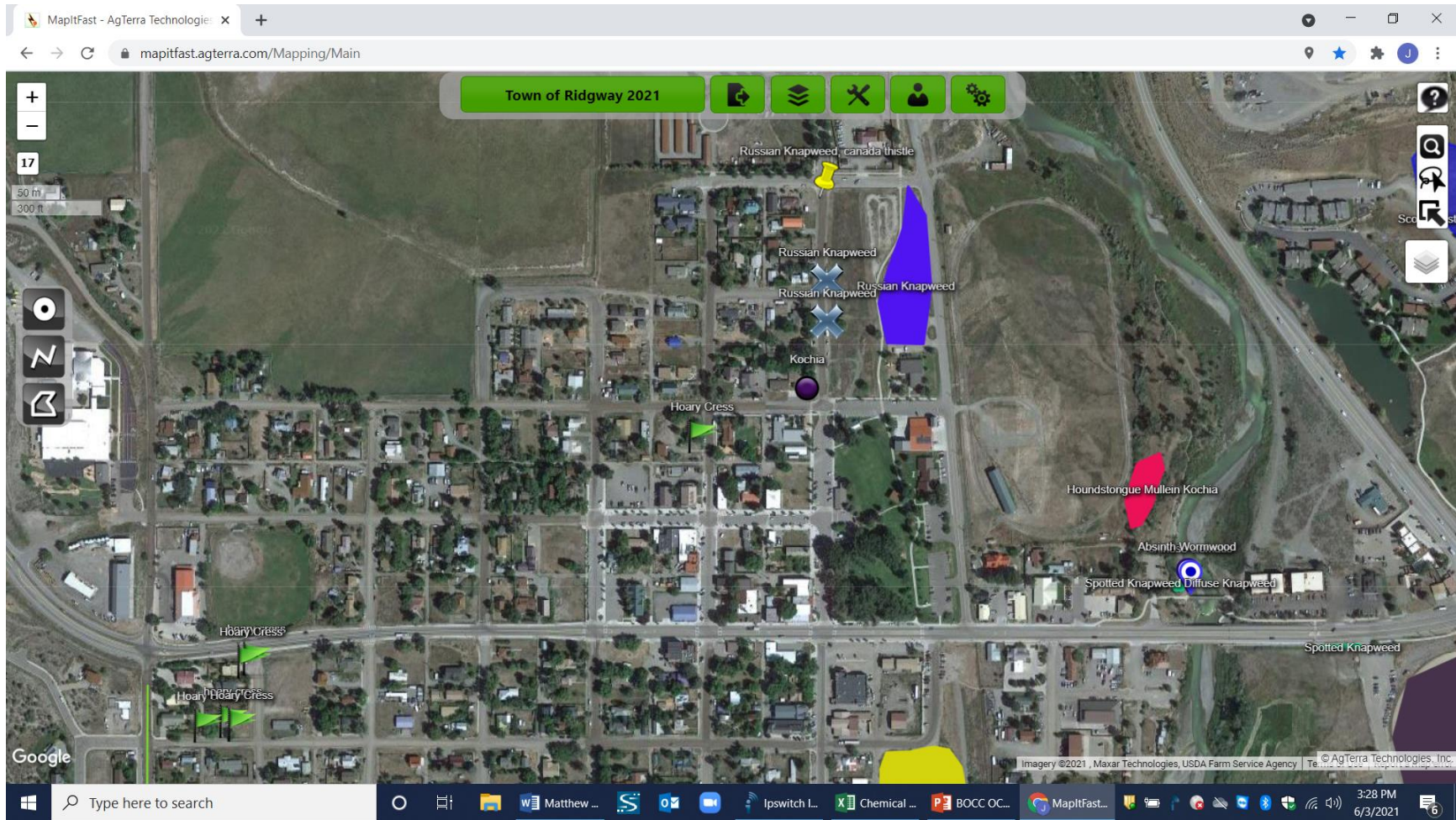
**ATTACHMENT:**

Maps













## AGENDA ITEM #13



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: June 4, 2021  
Agenda Topic: Review and action on Professional Services Agreement between the Town of Ridgway and Logic Compensation Group for the development of a Classification and Compensation Study

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**ACTION BEFORE COUNCIL:**

Council is asked to review and take action on the attached Professional Services Agreement between the Town of Ridgway and Logic Compensation Group for the development of a Classification and Compensation Study.

**PROPOSED MOTION:**

"I move to authorize the Town Manager to execute the Professional Services Agreement between the Town of Ridgway and Logic Compensation Group for the development of a Classification and Compensation Study."

**SUMMARY:**

On April 28<sup>th</sup>, the Town issued a Request for Proposals (RFP) seeking a qualified consultant to conduct a Classification and Compensation Study. The purpose of the project is to review the current salary market in comparison to the Town of Ridgway and to review existing classification/compensation plans and make recommendations for ensuring that these positions are internally equitable and externally competitive.

The Town received a total of four proposals. Town staff reviewed the proposals carefully against the review criteria listed in the RFP. Town staff is recommending that the Town enter into a Professional Services Agreement with Logic Compensation Group for the development of a Classification and Compensation Study. This consulting firm is based out of Tempe, AZ, and they offer flexible, responsive, and highly tailored strategies and solutions in the areas of classification and compensation. They came highly recommended by references, and staff feels that they are a good fit to complete this project.

**FINANCIAL IMPLICATIONS:**

The total compensation of \$21,000 that is depicted in the Professional Services Agreement falls within the amount the Town budgeted for this project in the Fiscal Year 2021 Budget.

**ATTACHMENT:**

Professional Services Agreement



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of June 2021, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and Logic Compensation Group, 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 Classification and Compensation Study 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) Project Initiation and Philosophy Development, 2) Classification and Internal Equity, 3) Compensation Survey, and 4) Study Recommendations and Report. Total compensation shall be Twenty-One Thousand Dollars (\$21,000.00) to be paid in four (4) installments according to performance benchmarks and fee schedule described below.

Project Initiation and Philosophy Development	\$2,000.00
Classification and Internal Equity	\$6,500.00
Compensation Survey	\$9,500.00
Study Recommendations and Report	\$3,000.00

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 June \_\_\_\_\_, 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 \_\_\_\_\_  
*Preston Neill, Town Manager*

**CONTRACTOR: Logic Compensation Group**

By \_\_\_\_\_  
*Lori Messer, Managing Director*

**ATTEST:**

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





### CRS 8-17.5-102 Certification

**Name of Project:**            **Classification and Compensation Study**

**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:** Logic Compensation Group

By: \_\_\_\_\_  
*Lori Messer, Managing Director*

## Detailed Work Plan

Our execution strategy incorporates proven methodologies, extremely qualified personnel, and a highly responsive approach to managing deliverables. We fully understand that as we move through the process, there may be situations in which we need to adjust based on information we obtain through each phase of the study. Therefore, we have developed a thoughtful process which is designed to facilitate a successful outcome. Our agile project management approach entails processes that incorporates an adaptive approach and frequent feedback loops to achieve the Town's desired outcomes. The ~~suggested~~ work plan is presented beginning below.

Phase 1: Project Initiation and Philosophy Development	
<p>LCG will conduct activities that will establish the process and objectives for an on-time, on budget and successful study. LCG will immediately meet with the Town's project manager to initiate the study process by discussing the Town's current classification and compensation needs, issues and goals in addition to conducting a review of classification and compensation documents. Utilizing the information gained from this meeting and document reviews, LCG will collaborate with the Town and develop an updated or new classification and compensation philosophy document that will provide a roadmap for the study and the update of the classification and compensation system. We will also initiate weekly meetings by video or conference call with the Town's project manager to inform on study progress and address any concerns.</p>	
Activities	
<p>LCG consultants review current classification and compensation documents.</p>	
<p>Study initiation meeting with the Town's project manager is conducted to establish study parameters and overall study goals and review the Town's current systems and related items.</p>	
Deliverables	
<ul style="list-style-type: none"> <li>❖ Study initiation meeting.</li> <li>❖ Study plan and schedule.</li> <li>❖ Classification and compensation strategy document.</li> <li>❖ Weekly meetings with the Town's project manager.</li> </ul>	
Client Role	
<ul style="list-style-type: none"> <li>❖ Provision of requested materials on a timely basis.</li> <li>❖ Scheduling of meetings.</li> <li>❖ Provision of study communication materials throughout the study to LCG in advance of publication to ensure consistency and accuracy of communications.</li> </ul>	

## EXHIBIT A: 2021 Classification and Compensation Study Scope of Services and Timeline for Completion

Phase 2: Classification & Internal Equity
<p>Classification is the process of understanding, verifying, and describing the nature and level of work of each job in the organization. Job and position data will be collected from existing job descriptions and individual and/or group employee interviews will be conducted to ensure an understanding of the Town's jobs.</p> <p>During this phase, LCG also discusses with the Town, options for managing internal alignment among its jobs, otherwise known as job evaluation. LCG utilizes four options for the organization's consideration. LCG will apply the selected internal equity system that establishes the internal hierarchy of jobs relative to each other within your organization. LCG will apply the selected method to recommended and approved job classifications to establish internal job alignment. The results of job evaluation will be coordinated with market data in Phase 3 to develop a new or updated pay plan. Activities in this phase will be conducted by video conference in order to be cost effective for the Town.</p>
Activities
<p>LCG will review the existing job descriptions. LCG will conduct employee interviews and group discussions as appropriate to confirm the data provided in the Town's job descriptions.</p>
<p>Based on the information gathered from the job descriptions and employee interviews, updates to classifications will be recommended. LCG consultants will meet with the project manager to explain classification recommendations and seek feedback. The classification recommendations will be finalized with input from the Town.</p>
<p>The selected job evaluation method will be applied to approved job classifications. Job evaluation results will be finalized with input from the Town.</p>
Deliverables
<ul style="list-style-type: none"><li>❖ Employee interviews.</li><li>❖ Proposed classification updates.</li><li>❖ Recommended job evaluation system applied to recommended classifications/jobs.</li><li>❖ Weekly meetings with the Town's project manager.</li></ul>
Client Role
<ul style="list-style-type: none"><li>❖ Review and feedback on classification and job evaluation results.</li><li>❖ Scheduling of interviews and meetings.</li><li>❖ Reviewing and approving the recommended classification updates and job evaluation results.</li></ul>

Phase 3: Compensation Survey
<p>This phase will assess how the Town's compensation programs compare to the relevant labor market. Through the survey process, data is collected and analyzed to develop an updated pay system. LCG will collaborate with the Town to identify comparator organizations to include in the survey process. We anticipate all jobs will be included in the survey. We recommend a custom survey process because while Colorado has available public sector published survey resources, the surveys generally do not collect job data for organizations of the Town's size and/or organizational structure.</p> <p>A survey document is developed to collect the appropriate pay data. LCG will ensure that data received is accurate and a competitive analysis conducted. Coordinating the results of the classification and internal equity phase and the compensation survey data, an updated pay plan will be developed. LCG will provide implementation strategies and discuss with the Town how it can transition from the existing system to the updated system. Considerations will be given to budget constraints and current personnel practices.</p> <p>LCG will also provide methods on how to manage and keep the resulting systems up to date.</p>
Activities
<p>LCG will partner with the Town and select organizations to survey within the organization's defined labor market. When determining organizations to include in the survey, major considerations are size, geographic location, recruitment and retention markets, and other relevant factors. LCG will survey all Town jobs. (Conducted in Phase 1)</p> <p>A customized survey document is developed to collect comparable pay data from the Town's specific labor market organizations.</p> <p>The survey document is distributed by email and LCG consultants follow-up with surveyed organizations to encourage participation, answer questions, and ensure data quality. Survey data is reviewed, entered, and analyzed according to specifications determined in partnership with the Town. Time and location adjustments are considered and applied to the data as appropriate to ensure that the data are reflective of the Town's labor market, economic conditions, and plan implementation date.</p> <p>LCG conducts an analysis to determine the competitive position of the Town's pay levels in relationship to the market. The results of the classification phase and the market survey are coordinated to develop pay structure options in alignment with the Town's philosophy.</p> <p>Transition from the existing to the updated system is discussed with the Town. Considerations will be given to budget constraints and current personnel practices. The estimated cost for up to three (3) transition options will be developed and analyzed.</p> <p>LCG will make recommendations for classification and system maintenance.</p>

## EXHIBIT A: 2021 Classification and Compensation Study Scope of Services and Timeline for Completion

Deliverables
<ul style="list-style-type: none"><li>❖ Listing of organizations to include within the survey.</li><li>❖ Survey document.</li><li>❖ Results of the salary survey, including a determination of the Town's level of competitiveness with the defined comparator market.</li><li>❖ Recommended new/updated salary structure(s) recommendations.</li><li>❖ A transition plan including costs to move to the new system.</li><li>❖ Pay administration guidelines.</li><li>❖ Weekly meetings with the Town's project manager.</li></ul>
Client Role
<ul style="list-style-type: none"><li>❖ Review and approval of the comparator organizations and the survey document.</li><li>❖ Provision of the survey contact information as needed.</li><li>❖ Completion of the survey document as if a participant of the survey.</li><li>❖ Discussion and approval of recommendations and transition plan options.</li></ul>

Phase 4: Study Recommendations & Report
<p>A study report is prepared and presented by LCG to the Town providing a summary of the processes of the study and the related findings and recommendations. Because LCG consultants will be providing in-depth explanation and approved deliverables throughout the process, the final report will be a culmination of the comprehensive results of all study activities. Based on discussions with the Town, the report will be finalized. The final report can be presented to the Council as requested by experienced LCG consultants that have been involved in the study each step of the way.</p> <p>LCG consultants will also work closely with Town staff to ensure that the Town can administer the system beyond the completion of the study. Town staff that will manage the new system will participate in detailed education and study wrap up with the members of the LCG team. Activities in this phase will be conducted by video conference in order to be cost effective for the Town.</p>
Activities
<p>LCG develops a draft report and leads a discussion of the draft with the Town.</p> <p>A subsequent final report outlining all processes, data results and recommendations of the study is presented to the Town. LCG presents the report to the Town and leads the discussion concerning the recommendations.</p> <p>LCG conducts training and education of Town staff.</p>

## EXHIBIT A: 2021 Classification and Compensation Study Scope of Services and Timeline for Completion

Deliverables
<ul style="list-style-type: none"><li>❖ Draft and final report documents.</li><li>❖ Survey summary report for participants.</li><li>❖ Study conclusion presentations and discussions.</li><li>❖ Staff training and education.</li><li>❖ Weekly meetings with the Town's project manager.</li></ul>
Client Role
<ul style="list-style-type: none"><li>❖ Review and provide feedback to the draft report and presentation materials.</li><li>❖ Coordination of final study presentations and staff meetings.</li></ul>

Phase 5: Program Maintenance & Client Support
<p>Change management is a process and goes beyond the initial study. Because our business model is focused on the quality of client relationships and systems, LCG intends to be a resource for our clients long after completion of the immediate study. Within our proposed study timeline, LCG accounts for the on-going program implementation and maintenance process by incorporating complimentary follow-up meetings with the Town at 3, 6, 9 and 12 months following the completion of our work.</p>
Activities
<p>LCG continues to assist the Town by conducting complimentary follow-up meetings with the Town at 3, 6, 9 and 12 months following study implementation. These meetings are critical in ensuring that the systems are meeting your needs. LCG can provide additional guidance for any unanticipated issues or concerns that may have arisen following the completion of the study.</p>
Deliverables
<ul style="list-style-type: none"><li>❖ Four (4) one-hour meetings (conference call or video) for one year following the completion of the study.</li></ul>
Client Role
<ul style="list-style-type: none"><li>❖ Preparation for each meeting by outlining issues, questions and concerns and sending written communications to LCG in advance of the meeting time.</li></ul>

### Job Analysis and Compensation Methodology

Every organization has unique characteristics and challenges. Because of this, we firmly believe that it is critical to gain a comprehensive understanding of our client's organization and the specific challenges they face with respect to their classification and compensation programs. By taking the time to understand our clients and their needs, we can develop tailored solutions that are designed specific to their individual objectives. There are no "out-of-

## EXHIBIT A: 2021 Classification and Compensation Study Scope of Services and Timeline for Completion

the-box" or "cookie-cutter" solutions. Our focus on individual client needs and customized solutions is what we pride ourselves on and why we stand out from other consulting firms. LCG does utilize proven tools to ensure that we capture all necessary information needed to conduct comprehensive studies, yield useable data and develop sound recommendations and systems. Some of those tools include:

- ❖ An electronic PDQ document that captures the information required to accurately understand the type and level of work performed by employees.
- ❖ Four different internal equity/job evaluation methodology options, including:
  1. **Logic Leveling:** LCG has developed a simplified and straightforward approach of classification for all sizes and types of public sector organizations. Logic Leveling provides a framework for the type and level of jobs within an organization and provides guidance on job families, alignment of jobs across job type and departments, career paths and job titling. It also allows an organization to appropriately "scale up and down" as the organization grows and changes.
  2. **Point Factor System:** Method based on several compensable factors for determining a numerical hierarchy of jobs.
  3. **Patterson Method:** Time tested system based on the decision-making levels found in jobs of all types that support appropriate pay equity decisions.
  4. **Market Pricing:** Market pay rates and whole job ranking as determined by an organizations study team establish the hierarchy of jobs.

### Proposed Fee Schedule

LCG's fees to conduct the study as outlined in Appendix C in this proposal will not exceed **\$21,000**. LCG can provide activity and fee alternatives to assist the organization in meeting its financial objectives if the Town requires a reduced scope and cost. Logic Compensation Group bills monthly based on work completed.

Phase	Fees
1. Project Initiation & Philosophy Development	\$2,000
2. Classification & Internal Equity	\$6,500
3. Compensation Survey	\$9,500
4. Study Recommendations & Report	\$3,000
5. Program Maintenance & Client Support	Complimentary
<b>Fee Estimate</b>	<b>\$21,000</b>

If the Town requests on-site meetings/visits, they will be charged at \$1,000 per day per consultant (includes all travel-related expenses).

## EXHIBIT A: 2021 Classification and Compensation Study Scope of Services and Timeline for Completion

For work beyond that specified in this proposal, additional fees and out of pocket expenses will be involved. We are available for discussion if the Town requests services beyond the stated scope.

### Proposed Timeline

LCG has prepared a 3 month estimate of the time required to complete the study and we are prepared to begin immediately upon written approval from the Town on June 7, 2021. Based on our planned schedule, we anticipate concluding the survey on or about September 7, 2021 based on the Town's current obligations and schedule and survey participation.

We will discuss the details of each phase during Phase 1 and identify specific deadlines for both the Town and LCG at that time. Our project management partnership approach ensures that the Town is aware of all documentation and time required to ensure that collectively we meet our agreed upon project deadlines.

Phase	Month			
	1	2	3	2022
1. Study Initiation & Strategy Development				
2. Classification & Internal Equity Study				
3. Compensation Study				
4. Final Report				
5. Program Maintenance & Client Support				

### References

#### Reference #1: La Plata County, CO

**Client Contact:** Kelli Ganevsky, Human Resources Director, (970)382-6362

**Client Email:** [kelli.ganevsky@co.lapлата.co.us](mailto:kelli.ganevsky@co.lapлата.co.us)

**Years of Service:** 2013 to Present

**Summary:** Since 2013, a county-wide compensation study is conducted every three years which provides for updates to the County's classifications and pay structures. Annette also assists the County with individual job market studies, internal equity reviews and other special classification and compensation projects. We are currently conducting a study for the District Attorney's Office.

#### Reference #2: State of Colorado Office of the Public Defender

**Client Contact:** Ms. Kristi Rudy, Senior HR Analyst, (303)918-1586



## AGENDA ITEM #14



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: June 4, 2021  
Agenda Topic: Update, discussion, and direction on the alignment of Railroad Street

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**SUMMARY:**

Staff is looking for Council direction on the initiative to align N. Railroad Street and S. Railroad Street. In July 2020, Council discussed this initiative after reviewing the attached Staff Report that provides background information on the Alpenglow Cohousing development and the idea to connect N. Railroad Street and S. Railroad Street, as well as an analysis on the costs and benefits. At that time, Council asked for staff to keep the appraisal of the right-of-way on the work plan. Similar to 2019, staff was not able to have an appraisal conducted in 2020.

Several years ago, the Town had applied for an access permit from CDOT for a right-in, right-out configuration at the intersection of Hwy 62 and S. Railroad Street, as well as a full movement access permit for the development of a road directly to the south of N. Railroad Street. As staff has continued to work with the Cohousing development team and CDOT on various project issues such as storm drainage, staff recently learned that those access permits have now lapsed, and they have already been renewed the maximum number of times. Therefore, the Town would need to reapply which may require a new traffic study to be undertaken. Council direction is requested on whether the Town should reapply for those access permits.

**ATTACHMENT:**

Staff Report dated June 17, 2020



**To:** Town Council  
**From:** Shay Coburn, Town Planner  
**Date:** June 17, 2020  
**Re:** South and North Railroad Street Alignment Opportunity

## INTRODUCTION

Ridgway Cohousing LLC purchased the “Warlick Property” (see white area on top right map) in late 2017. The property is currently being developed as Alpenglow Cohousing. A group of locals is working on this development, and knew of the Town’s desire to realign South Railroad Street with North Railroad Street and generously offered to be open to discussions on this topic.

## BACKGROUND

Past Town plans have contemplated connecting North Railroad and South Railroad Streets directly to County Road 23 (see red line on top right map). This would create another arterial through Town and connect the County Road with the State Highway. To do this, the Town would have to acquire the Warlick Property or hope that when it became time to develop, the property owner would be interested in creating the road or the Town could ask for it as part of a PUD.

In addition, the Town wanted to realign North Railroad with South Railroad Street as part of the RAMP project. The alignment was to be something like the red line in the image to the right. This was not able to happen due to the original dedication language of the park that CDOT uncovered during the RAMP project.

As such, the RAMP project was completed with North Railroad and South Railroad Streets still out of alignment and the Cohousing group’s development plan does not include a new road connecting South Railroad to County Road 23. The intersections of Sherman with South and North Railroad remains as a troublesome intersection – those traveling westbound wanting to turn south and those traveling eastbound wanting to turn north need to use the same area of the center turn lane and could easily collide head on. CDOT has





mentioned that South Railroad may become a restricted intersection (right turn in and out only) as traffic increases or if there are any accidents.

Council held a workshop on June 19, 2018 to discuss the options for realignment with the Cohousing group. The Town Engineer was hired by the Town to present the options available for realignment based on the cohousing group's draft plans at that time. Four options were presented and discussed. Council was concerned that all realignment scenarios presented didn't really achieve the initial goals for realigning the streets. Also, the price proposed by the development team was much more than Council thought was possible for the Town to pay. The Cohousing group did not like the options that used more of the land to the south as they needed it for their development project but they planned to divide some portion of the property along Sherman Street to be sold separately anyway.

As a result, the consensus of the workshop was for the cohousing group to carry on with their development plan making the north side of their development in line with the existing alley between Alpine Bank and the nursery. This would allow the Town some time to continue to consider the options as well as the development team to continue designing their project. Staff was directed to look into getting an appraisal of just the ROW area (roughly shown in red on the image to the right) and see what funding opportunities exist to offset the costs. An appraisal of this ROW was in the Town's 2019 strategic plan but was not completed and has been carried forward into the 2020 strategic plan.



## ANALYSIS

When weighing the costs and benefits of adding a new South Railroad Street that lines up with North Railroad Street, there does not seem to be many benefits. Here is a summary of costs and benefits:

- The realignment does not seem to help with any of the original goals. For example, this would not really help with traffic flow given the tight curve/right angle of the new street, it would not create a new arterial by connecting with CR 23, it would not really improve the existing awkward intersection but rather add another street into the mix, and per CDOT it would restrict the existing South Railroad Street and Sherman intersection to be right in and out only.
- It is possible that CDOT will restrict the existing South Railroad Street and Sherman intersection to be right in and out only regardless of adding a new street. With this restriction, access via Lena Street seems sufficient. In addition, the new road connecting to the existing alley and then to Liddell Drive (to be built with the cohousing project) will offer another full access intersection nearby.



- The cohousing group is going to want a definitive answer on this soon as they have waited a while for the Town to decide. It is possible that by the time the Town found the money to purchase the ROW, the opportunity might have passed.
- This property is at a very prominent location in Town and if the Town were to acquire some of the parcel for a new road, it would leave a very small portion available for a commercial use. A vibrant commercial use on this property would likely be more beneficial to the Town than using part of it for another road.
- With budget concerns for the year due to COVID, the funds in the 2020 budget to do an appraisal this year may not be the best use of Town resources. In addition, the Town would need to find funds to purchase the ROW and also build the road. This would also be more road for the Town to maintain in perpetuity.
- Council mentioned that at some point an “oblong-about” might be the solution to this intersection. While this option would need a lot of discussion and coordination with CDOT, if it ever happens, the new S RR connection would likely be useless and just add more confusion to the “oblong-about.”

## RECOMMENDATION

Considering all of the above, the opportunity to create a new South Railroad Street that lines up with North Railroad Street does not seem like something the Town should continue to pursue. Staff would like direction from Council on this matter.

## AGENDA ITEM #15



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: June 3, 2021  
Agenda Topic: Review and action pertaining to Order Extending the Declaration of a Local Disaster in and for the Town of Ridgway

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**SUMMARY:**

On March 17, 2020, the Town Manager issued an Order Declaring a Local Disaster in and for the Town of Ridgway. The Order was issued pursuant to the authority granted to the Town Manager and issued with the approval and support of the Mayor. Subsequently, the Town Council has extended the Declaration several times and it is now set to expire on June 10, 2021.

Staff has prepared the attached *Order Extending the Declaration of a Local Disaster in and for the Town of Ridgway* for Council to consider. If approved, the Order would be extended to July 15, 2021, unless the date is modified by Council.

Given where we are at with the overall response to the COVID-19 pandemic at the national, state and local levels, and in light of CDPHE's [Third Amended Public Health Order 20-38 Limited COVID-19 Restrictions](#), which went into effect on May 31, 2021, staff does not feel that the Order needs to be extended any further. While some localities, like the City of Denver, continue to extend their emergency declarations, a number of municipalities and counties have elected to either rescind their emergency declarations or let them expire.

**ATTACHMENT:**

Order Extending the Declaration of a Local Disaster in and for the Town of Ridgway

**TOWN OF RIDGWAY, COLORADO**  
**ORDER EXTENDING THE DECLARATION OF A LOCAL DISASTER IN AND FOR**  
**THE TOWN OF RIDGWAY**

**WHEREAS**, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, et. seq. (the “Act”), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency may be declared unilaterally by the principal executive officer of a political subdivision; for the Town of Ridgway, Colorado (the “Town”), the principal executive officer is the Town Manager; and

**WHEREAS**, the Town Manager issued an Order Declaring a Local Disaster (the “Order”) on March 17, 2020; and

**WHEREAS**, the Order was issued pursuant to the authority granted to the Town Manager, and issued with the approval and support of the Mayor for the Town; and

**WHEREAS**, on March 20, 2020, the Town Council extended the Declaration of a Local Disaster to May 14, 2020; and

**WHEREAS**, on May 13, 2020, the Town Council extended the Declaration of a Local Disaster to June 11, 2020; and

**WHEREAS**, on June 10, 2020, the Town Council extended the Declaration of a Local Disaster to July 9, 2020; and

**WHEREAS**, on July 8, 2020, the Town Council extended the Declaration of a Local Disaster to August 13, 2020; and

**WHEREAS**, on August 12, 2020, the Town Council extended the Declaration of a Local Disaster to September 10, 2020; and

**WHEREAS**, on September 9, 2020, the Town Council extended the Declaration of a Local Disaster to January 14, 2021; and

**WHEREAS**, on January 13, 2021, the Town Council extended the Declaration of a Local Disaster to June 10, 2021; and

**WHEREAS**, the Town Council wishes to extend the Declaration of a Local Disaster; and

**WHEREAS**, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures, and an "emergency epidemic" is cases of an illness or condition, communicable or noncommunicable, caused by bioterrorism, pandemic influenza, or novel and highly fatal infectious agents or biological toxins; and



**WHEREAS**, pursuant to C.R.S. § 24-33.5-709, this Declaration activates the response and recovery aspects of any applicable disaster emergency plans and authorizes the furnishing of aid and assistance under such plans; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709(1), the declaration of a local emergency shall not be continued beyond a period of seven (7) days or removed except by action of the governing board of the political subdivision for the Town, the Town Council; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709(1), any order declaring, continuing, or terminating a local disaster "shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, the [Town] clerk ... and with the office of emergency management"; and

**WHEREAS**, because of the COVID-19 pandemic, which was recognized by the Governor of the State of Colorado on March 10, 2020, the Town is suffering and has suffered a disaster emergency as defined in the Act.

**NOW, THEREFORE, IT IS HEREBY ORDERED** on this 13<sup>th</sup> day of January, 2021, that the disaster emergency that was declared in and for the Town of Ridgway beginning on March 17, 2020, is extended to July 15, 2021, unless further extended or amended by action of the Town Council for the Town.

**IT IS FURTHER ORDERED** that this Declaration shall be given prompt and general publicity, filed immediately with the office of the Ouray County Emergency Manager and a copy filed with the Ouray County Clerk and Recorder, as well as to the Colorado Office of Emergency Management.

**APPROVED BY THE TOWN COUNCIL ON THIS 9<sup>th</sup> DAY OF JUNE, 2021**

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John Clark, Mayor

ATTEST:

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Pam Kraft, Town Clerk

## AGENDA ITEM #16



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: June 9, 2021  
Agenda Topic: Review and action on *Town of Ridgway Modified Electronic Participation Policy for Regular and Special Meetings*

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**ACTION BEFORE COUNCIL:**

Council is asked to review and take action on the attached *Town of Ridgway Modified Electronic Participation Policy for Regular and Special Meetings*.

**PROPOSED MOTION:**

"I move to adopt the *Town of Ridgway Modified Electronic Participation Policy for Regular and Special Meetings*."

**SUMMARY:**

On March 19, 2020 Mayor Clark adopted the *Town of Ridgway Electronic Participation Policy During Town Council Meetings*. The policy is intended to specify the circumstances and means under which the Town Council can conduct regular and special meetings by telephone or other electronic means of participation.

The Town's Local Disaster Emergency Declaration dated March 17, 2020 afforded Mayor Clark the authority to adopt the policy. Subsequently, the Town Council reviewed and further amended the policy in April 2020 and again in June 2020. The policy was first amended in an effort to make it applicable to all advisory boards, commissions, and committees of the Town, and to incorporate rules governing quasi-judicial matters. It was then amended to allow for quasi-judicial hearings for new matters that are subject to referendum to be initiated.

Staff has prepared the attached modifications to the policy in order for the Town Council and other committees to utilize the policy in times when a local disaster emergency has not been declared by the Town Council or Town Manager. While the policy encourages Council members, Committee members and Town staff members to attend meetings in person, to the extent that it is not possible for them to attend in person, they may attend electronically. Members of the public shall be provided adequate opportunity to participate in the meeting conducted via electronic participation that is commensurate with a similar opportunity that is routinely provided during in-person meetings.

**ATTACHMENT:**

*Town of Ridgway Modified Electronic Participation Policy for Regular and Special Meetings*

**TOWN OF RIDGWAY**  
**MODIFIED ELECTRONIC PARTICIPATION POLICY FOR REGULAR AND**  
**SPECIAL MEETINGS**

On March 20, 2020 the Town Council for the Town of Ridgway ratified the Town of Ridgway Electronic Participation Policy During Town Council Meetings. On April 24, 2020 the Town Council amended that policy with the Amended and Restated Electronic Participation Policy for Regular and Special Meetings. On June 23, 2020 the Town Council further amended that policy with the Amended Electronic Participation Policy for Regular and Special Meetings. That policy is hereby amended with this Modified Electronic Participation Policy for Regular and Special Meetings effective this \_\_\_\_ day of June, 2021.

1. Applicability and Purpose. The purpose of this Electronic Participation Policy for Regular and Special Meetings ("Policy") is to allow for members of the Ridgway Town Council ("Town Council") and all advisory boards, commissions, and committees of the Town ("Committees") to participate in regular and special meetings by telephone or other electronic means of participation, such as video-conferencing, provided that means of electronic communication is clear, uninterrupted and allows two way communication for the participating members ("Electronic Participation").
2. Electronic Participation has inherent limitations because Electronic Participation effectively precludes a member of the Town Council or members of one of the Committees from contemporaneously observing documentary information presented during meetings, from fully evaluating a speaker's non-verbal language in assessing veracity or credibility, and from observing non-verbal explanations during a speaker's presentation or testimony. Notwithstanding these limitations, the Town wishes to offer electronic participation for Council Members and Committee Members for situations where they cannot attend in person.
3. Statement of General Policy. The Town Council and Committees may conduct a regular or special meeting by Electronic Participation only in accordance with this Policy. Council Members and Committee Members may attend regular or special meetings by Electronic Participation.
4. Electronic Meetings in Emergency Situations. In the event a quorum is unable to meet at the day, hour, and place fixed by the rules and procedures of the Town Council or applicable Committee because meeting in-person is not practical or prudent due to an emergency affecting the Town, meetings may be conducted by telephone, electronically, or by other means of communication so as to provide maximum practical notice. Meetings may be held by telephone, electronically, or by other means of communication if all of the following conditions are met:
  - a. The Town Manager or the Mayor determines that meeting in person is not practical or prudent; and

- b. All participating members of the Town Council or Committee, and at least one Town staff member can hear one another or otherwise communicate with one another and can hear or read all discussion and testimony in a manner designed to provide maximum notice and participation; and
  - c. Members of the public can hear the Town Council or Committee proceedings and are afforded opportunities to participate in public comment; and
  - d. All votes are conducted by roll call; and
  - e. Minutes of the meeting are taken and promptly recorded, and such records are open to public inspection; and
  - f. To the extent possible, full and timely notice is given to the public setting forth the time of the meeting, the fact that some members of the Town Council or Committee may participate by electronically, and the right of the public to monitor the meeting from another location or through Electronic Participation.
5. Electronic Participation in Meetings  
Council Members, Committee Members and Town Staff are encouraged to attend meetings in person. To the extent that it is not possible for Council Members, Committee Members or Town Staff to attend in person, they may attend Electronically.
- a. Any Council Member or Committee Member wishing to participate electronically shall notify Town Staff at least forty eight hours prior to the scheduled meeting.
  - b. Council Members and Committee Members attending a meeting electronically will be allowed to vote and participate on non-quasi-judicial matters.
  - c. Council Members may attend an executive session through electronic participation being bound by all other rules and regulations governing an executive session.
6. Arranging for Electronic Participation.
- a. The Town Manager or a member of Town staff shall contact the Town Council or Committee members at least twenty-four (24) hours in advance of a regular or special meeting to provide notice of a meeting conducted under this Policy.
  - b. The Town shall initiate the Electronic Participation not more than ten (10) minutes prior to the scheduled time of the meeting. Upon disconnection during a meeting, the Town Manager, or his or her designee, shall make at least three (3) attempts to re-initiate the connection.
7. Public Participation. To the extent reasonably possible, the Town Council or Committee (as applicable) shall provide adequate opportunity for the public to participate in the meeting conducted via Electronic Participation that is commensurate with a similar

opportunity that is routinely provided during in-person meetings – e.g., an opportunity to comment on the application during the public comment portion of the hearing. Nothing in this Policy shall prevent members of the public from submitting written comments in advance of the meeting. If written comments are received on an item being considered at a meeting conducted via Electronic Participation, said written comments shall be read into the record by the Mayor, the Committee chair, or his or her designee.

8. Executive Sessions. In the event that the Town Council or the Planning Commission holds an executive session pursuant to C.R.S. § 24-6-402, participants shall be authorized to attend via Electronic Participation. Any executive session conducted under this Policy shall be recorded electronically as provided for by statute. All members of the Town Council or Committee participating in an executive session taking place via Electronic Participation, as applicable, shall take all steps necessary to ensure that the privacy and confidentiality of the executive session are maintained at the highest level. No individual member of the Town Council or Committee may permit any other person to hear, see or otherwise have access to executive sessions or related materials.

Adopted this \_\_\_\_ day of June, 2021.

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John Clark, Mayor

ATTEST:

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Pam Kraft, Town Clerk

## AGENDA ITEM #17



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: June 3, 2021  
Agenda Topic: Emergency Ordinance No. 05-2021 an Emergency Ordinance of the Town of Ridgway, Colorado Extending Temporary Amendments to the Sign Regulations

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**SUMMARY:**

Due to the COVID-19 pandemic, on May 13, 2020, Council adopted temporary amendments to the Town's Sign Regulations by way of Emergency Ordinance No. 02-2020. The emergency ordinance relaxed certain signage requirements for lawfully operating businesses for a four-month period until September 13, 2020. Normally a business must apply for a sign permit before installing a portable sign within the Town right-of-way. In recognition of the difficult business environment created by the COVID-19 pandemic and orders related to business operations, that emergency ordinance waived the need for a sign permit application for a portable sign on Town right-of-way to be submitted to the Town with applicable fee and be reviewed and approved by Town staff.

On September 9, 2020, Council adopted Emergency Ordinance No. 05-2020, extending the temporary amendments to the Town's sign regulations to January 14, 2021. Then, on January 13, 2021, Council adopted Emergency Ordinance No. 02-2021, extending the temporary amendments to June 10, 2021.

With the expiration date quickly approaching, staff has prepared the attached emergency ordinance extending the temporary amendments to the Town's Sign Regulations in the event that Council has an interest in extending the deadline. Given where we are at with the overall response to the COVID-19 pandemic at the national, state and local levels, and given CDPHE's limited requirements for businesses by way of [Third Amended Public Health Order 20-38 Limited COVID-19 Restrictions](#), staff does not feel that Emergency Ordinance No. 02-2020 needs to be extended any further. Furthermore, staff feels that it would be appropriate to unify any action on this item with the action on the preceding item, which is the Order Extending the Declaration of Local Disaster in and for the Town of Ridgway.

**OPTIONS:**

1. Take no action. This would mean that Emergency Ordinance No. 02-2020 will expire on June 10, 2021, reinstating the enforcement of Section 7-3-12(G)(2)(c) and (d).
2. Approve Emergency Ordinance No. 02-2021 extending temporary amendments to the Town's Sign Regulations, as written. This would extend the temporary amendments to July 15, 2021.
3. Modify the temporary amendments to the Town's Sign Regulations for a shorter or longer period of time.

**ATTACHMENT:**

Emergency Ordinance No. 05-2021



**TOWN OF RIDGWAY, COLORADO  
EMERGENCY ORDINANCE NO. 05-2021**

**AN EMERGENCY ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO  
EXTENDING TEMPORARY AMENDMENTS TO THE SIGN REGULATIONS**

**WHEREAS**, on May 13, 2020, the Town Council of the Town of Ridgway passed Emergency Ordinance No. 02-2020 adopting temporary amendments to the sign regulations due to the COVID-19 pandemic; and

**WHEREAS**, the Emergency Ordinance of May 13, 2020, adopting temporary amendments to the sign regulations was extended by way of Emergency Ordinance No. 05-2020 on September 9, 2020; and

**WHEREAS**, the Emergency Ordinance of May 13, 2020, adopting temporary amendments to the sign regulations was extended by way of Emergency Ordinance No. 02-2021 on January 13, 2020; and

**WHEREAS**, the Emergency Ordinance of May 13, 2020, adopting temporary amendments to the sign regulations is set to expire on June 10, 2021; and

**WHEREAS**, the COVID-19 pandemic has and will continue to have a severe economic impact on local business that may threaten the continued existence of many those businesses with locations within the Town. It is the intent of the Town Council to temporarily extend amendments to the Town's Sign Regulations in Section 7-3-12 of the Ridgway Municipal Code in order to relax certain signage requirements for lawfully operating businesses who may want additional signs during the time the Emergency Declaration is in effect.

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

1. Extension of Temporary Amendments to the Sign Regulations. *Emergency Ordinance No. 02-2020 an Emergency Ordinance of the Town of Ridgway, Colorado Adopting Temporary Amendments to the Sign Regulations*, attached and incorporated in its entirety, be and hereby is extended for a period of one month or until July 15, 2021.

**EFFECTIVE THIS 9<sup>TH</sup> DAY OF JUNE 2021**

BY:

ATTEST:

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John Clark, Mayor

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Pam Kraft, Town Clerk

APPROVED AS TO FORM:

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Bo James Nerlin, Town Attorney

**TOWN OF RIDGWAY, COLORADO  
EMERGENCY ORDINANCE NO. 2020-02**

**AN EMERGENCY ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO  
ADOPTING TEMPORARY AMENDMENTS TO THE SIGN REGULATIONS**

**WHEREAS**, the Town of Ridgway, Colorado (“Town”) is a home rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statutes and the Town's Home Rule Charter; and

**WHEREAS**, Article 3-8 of the Ridgway Charter allows for the adoption of an emergency ordinance when the Town Council determines that the ordinance is necessary to the immediate preservation of the public peace, health and safety and includes such a declaration within the ordinance and is adopted by the affirmative vote of six members of the Town Council; and

**WHEREAS**, the Town Manager issued an Order Declaring a Local Disaster related to the COVID-19 pandemic on March 17, 2020; and

**WHEREAS**, on March 20, 2020, the Town Council ratified and extended the Declaration of a Local Disaster to May 14, 2020; and

**WHEREAS**, on May 13, 2020, the Town Council extended the Declaration of a Local Disaster to June 11, 2020; and

**WHEREAS**, Colorado Governor Jared Polis issued a statewide “Safer-At-Home” order on April 27, 2020 and the month prior, the Governor ordered the closure of in-person dining at restaurants and bars and closures of other establishments to limit large gathering places. These orders have created a significant economic impact to the operation of businesses within the Town; and

**WHEREAS**, the health crisis has and will continue to have a severe economic impact on local business that may threaten the continued existence of many those businesses with locations within the Town. It is the intent of this emergency ordinance to temporarily adopt amendments to the Town’s Sign Regulations in Section 7-3-12 of the Ridgway Municipal Code in order to relax certain signage requirements for lawfully operating businesses who may want additional signs during the time the Emergency Declaration is in effect.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO** the following:

**Section 1. Recitals Incorporated.** The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

**Section 2. Amendment to the Code.** Section 7-3-12(G)(2)(c) and (d) are hereby placed in abeyance for a period of four months or until September 13, 2020. Accordingly, the installation of a portable sign within the Town right-of-way does not require a sign permit. All other provisions of the sign code regulating signs and portable signs shall apply.

**Section 3.** No signage is allowed to cause any type of public safety hazard by restricting visibility, creating trip hazards, or impacting traffic safety.

**Section 4.** This temporary amendment to the Town's Sign Regulations in Section 7-3-12 of the Ridgway Municipal Code applies only to lawfully operating businesses.

**Section 5. Severability.** If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

**Section 6. Effective Date.** This Emergency Ordinance shall take effect immediately upon its adoption by the Town Council in accordance with Article 3-8 of the Ridgway Charter.

**Section 7. Safety Clause.** The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Ridgway, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

**Section 8. No Existing Violation Affected.** Nothing in this Ordinance shall be construed to release, extinguish, alter, modify, or change in whole or in part any penalty, liability or right or affect any audit, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing which may have been incurred or obtained under any ordinance or provision hereby repealed or amended by this Ordinance. Any such ordinance or provision thereof so amended, repealed, or superseded by this Ordinance shall be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability, or right, and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered, or made in such actions, suits or proceedings, or prosecutions imposing, inflicting, or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings, and appeals pending before any court or administrative tribunal.

**Section 9. Repeal.** This Ordinance shall expire on September 13, 2020 reinstating the enforcement of Section 7-3-12(G)(2)(c) and (d).

**Section 10. Publication.** The Town Clerk is ordered to publish this Ordinance in accordance with Article 3-8 of the Ridgway Charter.

*[Execution Page follows]*

**INTRODUCED, READ, HEARD AND FINALLY ADOPTED BY THE TOWN COUNCIL OF THE  
TOWN OF RIDGWAY, COLORADO, THIS 13<sup>TH</sup> DAY OF MAY, 2020.**

BY:

ATTEST:

\_\_\_\_\_  
John Clark, Mayor

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

APPROVED AS TO FORM:

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

## AGENDA ITEM #18



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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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June 9, 2021

Chris Bowles, Director  
History Colorado - State Historic Fund  
1200 Broadway  
Denver, CO 80203

**RE: Letter of Support for Ouray County Historical Society's Request for Funding**

Dear Mr. Bowles,

On behalf of the Ridgway Town Council, I'm writing in support of the Ouray County Historical Society's request to the State Historic Fund for funding of rehabilitation work at the Society's museum.

OCHS has long been an active, cooperative and helpful organization in Ouray County at large, and in Ridgway in particular. While we don't have the quantity of historic sites and structures that the City of Ouray does, OCHS has still been very supportive of efforts to find and designate the assets we do have. I believe the mining and ranching history of Ouray County is a significant factor in the appeal of our region to travelers considering a visit, and OCHS is instrumental in raising awareness of that history.

OCHS's museum in Ouray is a rare gem in this picture, and its rehabilitation is critical in the long-term success of OCHS's efforts in the county. I'm sure you'll agree that the identified repairs and improvements are clearly necessary, and therefore worthy of your support in the form of a Historic Fund grant.

Thanks for your time, and for all you do to further awareness of Colorado's vibrant history.

Sincerely,

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

## AGENDA ITEM #19



June 9, 2021

Colorado Parks and Wildlife  
c/o Carlee Koutnik, Deputy Director  
6060 Broadway  
Denver, CO 80216

**RE: Letter of Support for Ouray Recreation and Conservation Alliance**

Dear Ms. Koutnik,

On behalf of the Ridgway Town Council, I am writing to express support for Ouray County's funding application to Colorado Parks and Wildlife's Colorado Outdoor Regional Partnerships Funding Program to launch the Ouray Recreation and Conservation Alliance (ORCA).

For several years, local leaders, elected officials, and land management agencies in Ouray County have discussed the need to address growing tourism and visitation in conjunction with growing conservation, wildlife, and agricultural needs. Now, thanks to the Colorado Outdoor Regional Partnership Initiative, we are coming together to develop a new collaborative effort to help our community move forward and address critical issues.

The Town of Ridgway is pleased to submit this letter in support of the proposal for the ORCA coalition to join the Colorado Outdoor Regional Partnership Initiative. We also fully support the application for capacity funding. The Outdoor Regional Partnership Initiative would make it possible for our colleagues, partners, and stakeholders to join together to launch a much-needed collaborative effort.

The Town of Ridgway is committed to working with Ouray County, the City of Ouray, Ridgway State Park, the Ouray Ranger District of the Grand Mesa, Uncompahgre, and Gunnison National Forests, the Bureau of Land Management, and several other partner agencies to achieve the collective vision of planning, prioritizing and addressing the mounting natural resources conservation and recreation needs in our region. Funding will directly support our collaborative efforts to create and implement a unified front to address the additional tourism and use of our lands.

Thank you for your consideration.

Sincerely,

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



## AGENDA ITEM #20



June 9, 2021

## **RE: Letter of Support for Ouray County Food Pantry**

To Whom It May Concern:

On behalf of the Ridgway Town Council, I am writing to express support of Ouray County Food Pantry and their grant funding application. Since 2013, Ouray County Food Pantry has been in continuous operation, providing food to nutritionally underserved residents of Ouray County, and providing meaningful volunteer opportunities to people who have a common interest in serving their community.

Last year, Ouray County Food Pantry served 360 individuals for a total of 4,050 people visits. In addition, through the Ouray Schools summer program, they supplemented meals for 80 children, resulting in 1,571 lunches and 474 breakfast bags. Ouray County Food Pantry accomplished all of this with a 35-person volunteer staff and no paid personnel.

Ouray County Food Pantry's hard work and generosity has enabled much needed food and basic needs for many families in need in Ouray County, including the Town of Ridgway. Therefore, I ask the grant evaluation team for its favorable consideration of Ouray County Food Pantry's grant funding application. Thank you very much for your time.

Respectfully,

John I. Clark

Mayor

On behalf of the Ridgway Town Council

## AGENDA ITEM #21