

**TOWN OF RIDGWAY, COLORADO
EMERGENCY ORDINANCE NO. 07 - 2024**

AN EMERGENCY ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO, ACTING BY AND THROUGH ITS WATER ENTERPRISE, AUTHORIZING A LOAN FROM THE COLORADO WATER CONSERVATION BOARD TO FINANCE THE BEAVER CREEK DIVERSION RESTORATION PROJECT, AND THE EXECUTION OF A LOAN CONTRACT AND RELATED PROMISSORY NOTE TO DOCUMENT THE LOAN; PROVIDING THE TERMS OF THE LOAN AND OTHER DETAILS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY

WHEREAS, the Town of Ridgway is a municipal corporation duly organized and operating as a home rule Town under Article XX of the Constitution of the State of Colorado and the Town Charter (unless otherwise indicated, capitalized terms used in this preamble shall have the meanings set forth in Section 1 of this Ordinance); and

WHEREAS, Section 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, pursuant to Section 8-3 of the Town Charter, Town utilities may be operated as an enterprise or enterprise fund by the Town; and

WHEREAS, the Town is the owner and operator of a public water system, which system has in recent years been operated on a self-supporting basis by the Town with all revenues of the system accounted for in a separate proprietary fund known as the “Water Enterprise Fund”, and such system is considered to be a government-owned business and an “enterprise” of the Town; and

WHEREAS, pursuant to Section 10-3 of the Town Charter, any Town owned business, enterprise or enterprise fund is authorized to issue its own revenue bonds or such bonds may be issued on behalf of such business, enterprise or enterprise fund in the name of the Town; and

WHEREAS, pursuant to Section 10-3 of the Town Charter, the Town Council remains the governing body and is to act in accordance with the requirements of the Town Charter and applicable ordinances with respect to the administration of any Town owned business, enterprise or enterprise fund and the issuance of any revenue bonds therefore, except as may otherwise be prescribed by ordinance; and

WHEREAS, the Town is acting hereunder by and through its Water Enterprise, which is an enterprise within the meaning of Article X, Section 20 of the Constitution.; and

WHEREAS, following the Order Declaring a Local Disaster in and for the Town of Ridgway approved by the Town Council on August 14, 2024 and subsequent Town actions relating to the significant moisture, monsoonal events, and other hazards that have caused the failure of the Beaver Creek Diversion and severe damage to public property and disruption to municipal water supply and utility service, there has been developed a plan for restoration and recovery activities commonly referred to as the “Beaver Creek Diversion Restoration Project” and

WHEREAS, the Town has been presented with the State of Colorado Intergovernmental Loan Contract Number CMS 195421 CT2025-1336 to finance all or a portion of the anticipated costs for the Beaver Creek Diversion Restoration Project and has resolved to authorize the emergency loan from the CWCB, an agency of the State; and

WHEREAS, the Town’s repayment obligation under the Loan Contract will be evidenced by the Promissory Note which constitutes a special revenue obligation payable from the Water Enterprise Fund, and the substantially final form of the Loan Contract and related appendices have been reviewed by the Town staff and made available to the Town Council; and

WHEREAS, the Town’s repayment obligation under the Loan Contract will not begin until the lesser of substantial completion of the financed project or three years, and amounts drawn under the Loan Contract will not begin to accrue interest until such date; and

WHEREAS, the Town is in the process of securing grants which are expected to materially reduce the annual loan repayment amounts under the Loan Contract by directly funding a portion of the Project Costs or repaying a portion of the drawn loan funds prior to the date that amortized repayments are to begin; and

WHEREAS, voter approval in advance is not required under Article X, Section 20 of the Colorado Constitution or the Town Charter for the execution of the Loan Agreement or the issuance of the Promissory Note; and

WHEREAS, as of the date of adoption of this Ordinance, other than the CWRPDA 2009 Loan, the CWCB 2013 Loan and the CWRPDA 2024 Loan, the Town has no outstanding multi-year obligations which are payable from and secured by the Net Revenue; and

WHEREAS, the form of the Loan Agreement and the Promissory Note have been presented to the Town and made available upon request to the Town Council; and

WHEREAS, the Town Council desires to authorize the execution of the Loan Contract, the issuance and delivery of the Promissory Note, and the execution of any additional documentation which may be related to the financing;

NOW THEREFORE, THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, ORDAINS:

Section 1. Definitions. The following terms shall have the following meanings as used in this Ordinance:

“Capital Improvements” means the acquisition of land, easements, facilities, and equipment (other than ordinary repairs and replacements), and the construction or reconstruction of improvements, betterments, and extensions, for use by or in connection with, the System which, under Generally Accepted Accounting Principles, are properly chargeable as capital items.

“C.R.S.” means the Colorado Revised Statutes, as amended and supplemented as of the date hereof.

“CWCB” means the Department of Natural Resources, Colorado Water Conservation Board, an agency of the State.

“CWCB 2013 Loan” means the contract, designated Loan Contract No. C150340 (CT2015-0056), as may be amended from time to time, by and between CWCB and the Town, and related Promissory Note for a stated amount of \$606,000 to evidence a borrowing for the Lake Otonowanda Rehabilitation Project.

“CWRPDA” means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State.

“CWRPDA 2009 Loan” means the Loan Agreement, dated as of October 19, 2009, between the Town and the CWRPDA, and related Governmental Agency Bond, issued in the aggregate principal amount of \$450,000, to evidence a direct loan to, among other things, finance upgrades and replacement of failing service lines.

“CWRPDA 2024 Loan” means the Loan Agreement, dated as of November 1, 2024 by and between the Town and the CWRPDA, and related Governmental Agency Bond, issued in the aggregate principal amount of \$650,000, to evidence a direct loan to, among other things, finance replacement of aging ductile iron pipe.

“Enabling Laws” means Town Charter, Title 31, Article 35, Part 4, C.R.S. and Title 11, Article 57, Part 2, C.R.S. and all other laws of the State establishing the power of the Town to complete the financing contemplated by this Ordinance.

“Generally Accepted Accounting Principles” means accounting principles, methods and terminology followed and construed for enterprises which are employed in business comparable to the business of the Town, as amended from time to time.

“Gross Revenues” means all income and revenues directly or indirectly derived by the Town from the operation and use of the System, or any part thereof, including without limitation, any rates, fees (including without limitation plant investment fees and availability fees) and charges for the services furnished by, or the use of, the System, and all income attributable to any past or future dispositions of property or rights, or related contracts, settlements, or judgments held or obtained in connection with the System or its operations, and including investment income accruing from such moneys; provided however, that there shall be excluded from Gross Revenue: ad valorem property tax revenues granted to the Water Enterprise; any moneys borrowed and used for providing Capital Improvements; any money and securities, and

investment income therefrom, in any refunding fund, escrow account, or similar account, pledged to the payment of any bonds or other obligations; and any moneys received as grants or appropriations from the United States, the State of Colorado or other sources, the use of which is limited or restricted by the grantor or donor to the provision of Capital Improvements or for other purposes resulting in the general unavailability thereof, except to the extent any such moneys shall be received as payments for the use of the System, services rendered thereby, the availability of any such service, or the disposal of any commodities therefrom.

“*Loan Contract*” means the State public loan, identified by Intergovernmental Loan Contract Number CMS 195421 CT2025-1336, as the same may be amended or supplemented from time to time, by and between the Town and the State acting by and through the CWCB.

“*Net Revenues*” means the Gross Revenue after deducting Operation and Maintenance Expenses.

“*Note Account*” means the “2024 CWCB Promissory Note Account,” established by the provisions hereof for payment of the principal of and interest on the Promissory Note.

“*Operation and Maintenance Expenses*” means all reasonable and necessary current expenses of the Town, paid or accrued, for operating, maintaining and repairing the System, including without limitation legal and overhead expenses of the Town directly related to the administration of the System, insurance premiums, audits, professional services, salaries and administrative expenses, labor and the cost of materials and supplies for current operation; provided however, that there shall be excluded from Operation and Maintenance Expenses any allowance for depreciation, payments in lieu of taxes or franchise fees, expenses incurred in connection with Capital Improvements, payments due in connection with any bonds or other obligations, and expenses that are otherwise paid from ad valorem property tax revenues granted to the Water Enterprise.

“*Ordinance*” means this Ordinance, including any amendments or supplements hereto.

“*Parity Obligations*” means the CWRPDA 2009 Loan, the CWCB 2013 Loan, the CWRPDA 2024 Loan and one or more series of additional bonds, notes, interim securities or other obligations issued by the Town having a lien on the Net Revenue which is on a parity with the lien of the Promissory Note.

“*Payment Dates*” means the dates established pursuant to the Loan Contract for the annual payment of the principal of and interest on the Promissory Note, as set forth therein.

“*Pledged Revenues*” means the Net Revenues and moneys on deposit in the Reserve Account.

“*Pro Rata Portion*” means when used with respect to a required credit to the accounts or subaccounts established for the payment of the principal of and interest on the Promissory Note and any Parity Obligations, the dollar amount derived by dividing the amount of principal or interest to come due on the next principal or interest payment date by the number of monthly credits required to be made prior to such payment date.

“*Project*” means any purpose for which proceeds of the Promissory Note may be expended under the Enabling Laws, as referenced in the preambles to this Ordinance and more specifically described in Appendix 1 to the Loan Contract.

“*Project Account*” means the “CWCB 2024 Promissory Note Project Account,” established by the provisions hereof for the purpose of paying the Project Costs. The Project Account may include separate subaccounts relating to the respective Loan Contract.

“*Project Costs*” means the Town’s costs properly attributable to the Project and permissible as “Eligible Expenses” as set forth in Section 9 of Appendix 1 of the Loan Contract.

“*Promissory Note*” means the Promissory Note evidencing the Town’s repayment obligation from the date of substantial completion of the Project, as set forth in Appendix 3 to the Loan Contract.

“*Required Reserve Amount*” means an amount equal to the annual payment on the Promissory Note, one-tenth of which amount shall be funded annually until fully established and maintained in accordance with Section 11(D) of the Loan Contract.

“*Reserve Account*” means the “CWCB 2024 Reserve Account,” established by the provisions hereof for the purpose of securing repayment of the Promissory Note.

“*State*” means the State of Colorado.

“*Subordinate Obligations*” means loans, bonds, notes or other multiple fiscal year financial obligations having a lien upon the Pledged Revenues or any part thereof junior and subordinate to the lien thereon of the Promissory Note.

“*System*” means (i) any facility, plant, works, system, building, structure, improvement, machinery, equipment, fixture or other real or personal property, relating to the collection, treatment, storage and distribution of water that is owned, operated or controlled by the Town, including, without limitation, the Project (ii) any renewal, replacement, addition, modification or improvement to (i) above, and (iii) all real or personal property and rights therein and appurtenances thereto necessary or useful or convenient for the effectiveness of the purposes of the Town in the transmission, treatment, storage and distribution of water.

“*Town*” means the Town of Ridgway, Colorado, acting by and through its Water Enterprise.

“*Town Charter*” means the home rule charter of the Town of Ridgway.

“*Town Council*” means the Town Council of the Town, acting as the governing body of the Water Enterprise.

“*Water Enterprise*” means the government owned business of the Town for water services which is authorized to issue its own revenue bonds and which receives under 10% of annual revenue in grants from all Colorado state and local governments combined. The Water Enterprise is accounted for by the Town in the Water Enterprise Fund.

“*Water Enterprise Fund*” means the Town’s proprietary fund which is used to account for the fiscal activities and financial operations of the System, and any additional funds established hereafter for such purpose.

Section 2. Approval of Loan Contract and Authorization of Promissory Note. Pursuant to and in accordance with the Enabling Laws, there is hereby authorized and approved the execution of the Loan Contract. There shall be issued by the Town the Promissory Note in the aggregate principal amount not to exceed \$8,080,000, for the purpose of paying the Project Costs and other costs in connection with the Promissory Note. All covenants, statements, representations and agreements contained in the Loan Contract and the Promissory Note are hereby approved and adopted as the covenants, statements, representations and agreements of the Town. The accomplishment of the Project is hereby authorized, approved and ordered and it is hereby determined that the Promissory Note matures at such time not exceeding the estimated life of the Project.

Section 3. Security for the Promissory Note.

(a) *Pledge of Net Revenues.* The Promissory Note is payable from the Pledged Revenues and the Pledged Revenues are hereby pledged to the payment of the Promissory Note and the amounts due under the Loan Contract. The Promissory Note shall constitute an irrevocable first lien upon the Pledged Revenues, but not necessarily an exclusive such lien.

(b) *Budgeting and Appropriation of Pledged Revenues.* The amounts necessary to pay all costs and expenses incidental to the issuance of the Promissory Note and to pay the principal of and interest on the Promissory Note when due and to fund the Reserve Account are hereby appropriated for said purposes, and such amounts as appropriate for each year shall also be included in the annual budget and the appropriation bills to be adopted and passed by the Town Council in each year, respectively, until the Promissory Note has been fully paid, satisfied and discharged.

(c) *Flow of Funds.* The Town shall credit to the Water Enterprise Fund all Gross Revenues immediately upon receipt. The Town shall pay from the Water Enterprise Fund all Operation and Maintenance Expenses as they become due and payable. After such payment or the allocation of Gross Revenues to such payment, the Town shall apply the Net Revenues in the following order of priority:

FIRST, to the credit of or deposit in the accounts or subaccounts established for the payment of interest on the Promissory Note and Parity Obligations, if any, the Pro Rata Portion equal to the interest coming due on the next succeeding interest payment date for the respective obligations;

SECOND, to the credit of or deposit in the accounts or subaccounts established for the payment of principal on the Promissory Note and Parity Obligations, if any, the Pro Rata Portion equal to the principal coming due on the next succeeding principal payment date for the respective obligations;

THIRD, to the credit of any reserve accounts established for the payment of the Promissory Note and the Parity Obligations, if any, the amounts required in the ordinances or related documents authorizing and controlling the establishment of such reserve accounts;

FOURTH, to the credit of or deposit in the accounts or subaccounts established for the payment of principal of and interest on Subordinate Obligations; and

FIFTH, to the credit of any other fund or account as may be designated by the Town, to be used for any lawful purpose, any moneys remaining in the Water Enterprise Fund after the payments and accumulations set forth in FIRST through FOURTH hereof.

(d) *The Promissory Note Does Not Constitute a Debt.* The CWCB may not look to the general fund or any other fund of the Town for the payment of the obligation established herein, except the special funds pledged therefore. The obligation established herein shall not constitute a debt or indebtedness of the Town within the meaning or any constitutional, Town Charter or statutory provision or limitation, and shall not be considered or held to be a general obligation of the Town. This obligation shall not be payable in whole or in part from the proceeds of general property taxes, and the full faith and credit of the Town is not pledged for payment thereof.

Section 4. Form of Promissory Note. The Promissory Note shall be in substantially the form set forth in Appendix 3 to the Loan Contract with such changes thereto, not inconsistent herewith, as may be necessary or desirable and approved by the officials of the Town executing the same (whose manual signatures thereon shall constitute conclusive evidence of such approval). The interest rate authorized for the Promissory Note is 3.25% per annum (and the maximum net effective interest rate shall not exceed an additional 0.25% per annum), exclusive of any late charges of 5.0% of the annual payment due which may be imposed pursuant to the terms of the Loan Contract for any late payments. The maturity date shall be no later than twenty-seven (27) years of amortized payments, following up to three years of no interest or payments, as set forth in the Loan Contract.

Section 5. Water Enterprise Fund and Establishment of Accounts.

(a) *Reaffirmation of Fund; Creation of Accounts.* There is hereby reaffirmed the Water Enterprise Fund as a proprietary fund of the Town. There is hereby established within the Water Enterprise Fund the Note Account, the Reserve Account and the Project Account. The foregoing fund and accounts shall be maintained by the Town in accordance with the provisions of this Ordinance.

(b) *Project Account.* All moneys received from CWCB under the Loan Contract shall be credited to the Project Account, in one or more subaccounts relating to the Loan Contract as determined in the discretion of the Town Manager, and shall be applied solely to the payment of the Project Costs. Upon the determination of the Town Manager that all Project Costs have been paid or are determinable, any balance remaining

in the Project Account (less any amounts necessary to pay Project Costs not then due and owing) shall be applied solely in accordance with the terms of the Loan Contract, including without limitation Section 8 thereof.

(c) *Note Account.* Moneys in the Note Account shall be used solely for the purpose of paying the interest on and principal of the Promissory Note. There shall be credited to the Note Account an amount of Net Revenues which, when combined with other legally available moneys in the Note Account, will be sufficient to pay the principal of and interest on the Promissory Note when due. In the event of insufficient Net Revenues for the payment of amounts due on the Promissory Note and Parity Obligations, if any, moneys shall be applied as provided in the Loan Contract and in the financing documents providing for the Parity Obligations.

(d) *Reserve Account.*

(i) Moneys in the Reserve Account shall be used, if necessary, only to prevent a default in the payment of the principal of or interest on the Promissory Note on any Payment Dates and the Reserve Account is hereby pledged to the payment of the Promissory Note. In the event the amounts credited to the Note Account are insufficient to pay the principal of or interest on Promissory Note when due, the Town shall transfer from the Reserve Account to the Note Account an amount which, when combined with moneys in the Note Account will be sufficient to make such payments when due.

(ii) Commencing with the first Payment Date, the Town shall annually credit an amount equal to one-tenth of the Required Reserve Amount each calendar year until such time as the amount credited thereto is equal to the Required Reserve Amount (i.e., the Reserve Account is to be fully funded within ten years from substantial completion of the Project). In the event that moneys from the Reserve Account are transferred to the Note Account as provided in paragraph (i) of this Subsection, such amount shall be replenished as provided in this Ordinance and the Loan Contract. Moneys credited to the Reserve Account may be invested or deposited in lawful securities or obligations and all interest income from the investment or reinvestment of moneys credited to the Reserve Account shall be credited to the Reserve Account until the amount therein is equal to the Required Reserve Amount, at which time as the balance of the Reserve Account shall be maintained in the Required Reserve Amount and such interest income shall be credited to the Note Account.

Section 6. Various Findings, Determinations, Declarations and Covenants. The Town Council, having been fully informed of and having considered all the pertinent facts and circumstances, hereby finds, determines, declares and covenants that:

(a) *Pledged Revenue Obligations.* No loans, bonds, notes or other multiple fiscal year obligations shall be issued payable from the Pledged Revenues and having a lien thereon which is superior to the lien of the Promissory Note. As of the date of this Ordinance, the CWRPDA 2009 Loan, the CWCB 2013 Loan and the CWRPDA 2024

Loan are the Town's only outstanding loans, bonds, notes or other multiple fiscal year obligations with a parity lien on the Net Revenues. The Town may issue additional Parity Obligations or Subordinate Obligations only upon compliance with the requirements Section 11(E) of the Loan Contract.

(b) *Parity Obligation Compliance.* The Town has fully funded and is current in the accumulation of reserves required in connection with the outstanding Parity Obligations referenced in paragraph (a) of this Section 6. Additionally, the Town will receive waivers or written approval from the CWRPDA and the CWCB in connection with their respective requirements for the issuance of the Promissory Note as a parity obligation.

(c) *Compliance with Law.* The issuance of the Promissory Note and all procedures undertaken incident thereto are in full compliance and conformity with all applicable requirements, provisions and limitations prescribed by the constitution and laws of the State, including the Enabling Laws, and all conditions and limitations of the Enabling Laws relating to the issuance of the Promissory Note have been satisfied.

(d) *Enterprise Status.* The Water Enterprise, as formally established by the Town, is an "enterprise" within the meaning of Article X, Section 20 of the Colorado Constitution. The Town has and will continue to maintain the System as an "enterprise" within the meaning Article X, Section 20 of the Colorado Constitution, and the meaning of Title 37, Article 45.1, C.R.S.; provided, however, after the current calendar year the Town may disqualify the "enterprise" in any year in which said disqualification does not materially, adversely affect the enforceability of the covenants made in the Loan Contract. In the event that the "enterprise" is disqualified and the enforceability of the covenants made by the Town in the Loan Contract are materially, adversely affected, the Town covenants to immediately take all actions necessary permit the enforcement of the covenants made in the Loan Contract.

(e) *Best Interests.* It is in the best interest of the Town and its residents that the Promissory Note be authorized, issued and delivered at the time, in the manner and for the purposes provided in this Ordinance.

Section 7. Amendment of Ordinance. This Ordinance may be amended only with the prior written consent of CWCB.

Section 8. Supplemental Public Securities Act.

(a) *Application of Act.* Pursuant to Section 11-57-204, C.R.S., the Town hereby elects to apply all of the provisions of the Supplemental Public Securities Act to the issuance and delivery of the Promissory Note with the exception of Section 11-57-211, C.R.S.

(b) *Limitation of Actions.* In accordance with Section 11-57-212, C.R.S., no legal or equitable action can be brought with respect to any legislative acts or proceedings

in connection with the authorization or issuance of the Promissory Note more than thirty days after the date of adoption of this Ordinance.

(c) *No Recourse against Officers and Agents.* Pursuant to Section 11-57-209, C.R.S., if a member of the Town Council, or any officer or agent of the Town acts in good faith, no civil recourse shall be available against such member, officer, or agent for payment of the principal of or interest on the Promissory Note.

(d) *Pledged Revenue Lien.* The creation, perfection, enforcement and priority of the pledge of Net Revenues to secure or pay the Promissory Note shall be governed by Section 11-57-208, C.R.S. and this Ordinance. The Pledged Revenues shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge on the Pledged Revenues shall be on a parity with all other Parity Obligations, and shall have priority over any and all other obligations and liabilities of the Town. The lien of such pledge shall be valid, binding and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the Town irrespective of whether such persons have notice of such liens.

Section 9. Approval of Related Documents. The Mayor (or in the Mayor's absence the Mayor Pro Tem) and Town Clerk shall, and they are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Ordinance, including, but not limited to, the execution of the Loan Contract, the Promissory Note, the Security Agreement (as set forth in Appendix 5 to the Loan Contract) and such additional agreements, certificates and affidavits as may be reasonably required. The execution by the appropriate Town official of any document authorized herein shall be conclusive proof of the approval by the Town of the terms thereof.

Section 10. Ordinance is Contract with Owners of Promissory Note and Irrepealable. After the Promissory Note have been issued, this Ordinance shall be and remain a contract between the Town and CWCB and shall be and remain irrepealable until all amounts due with respect to the Promissory Note shall be fully paid, satisfied and discharged and all other obligations of the Town with respect to the Promissory Note shall have been satisfied in the manner provided herein.

Section 11. Headings, Table of Contents and Cover Page. The headings to the various sections and subsections to this Ordinance, and the cover page and table of contents that appear at front of this Ordinance, have been inserted solely for the convenience of the reader, are not a part of this Ordinance and shall not be used in any manner to interpret this Ordinance.

Section 12. Severability. It is hereby expressly declared that all provisions hereof and their application are intended to be and are severable. In order to implement such intent, if any provision hereof or the application thereof is determined by a court or administrative body to be invalid or unenforceable, in whole or in part, such determination shall not affect, impair or invalidate any other provision hereof or the application of the provision in question to any other situation; and if any provision hereof or the application thereof is determined by a court or administrative body to be valid or enforceable only if its application is limited, its application shall be limited as required to most fully implement its purpose.

Section 13. Repeal of Inconsistent Ordinances, Bylaws, Rules and Orders. All ordinances, resolutions, bylaws, rules and orders, or parts thereof, that are inconsistent with or in conflict with this Ordinance, are hereby repealed to the extent of such inconsistency or conflict.

Section 14. Ratification of Prior Actions. All actions heretofore taken (not inconsistent with the provisions of this Ordinance or the Enabling Laws) by the Town Council or by the officers and employees of the Town directed toward the issuance of the Promissory Note for the purposes herein set forth are hereby ratified, approved and confirmed.

Section 15. Emergency Declaration. The Town Council hereby finds that this Ordinance is necessary to the immediate preservation of the public peace, health, and safety and, due to the need to proceed with the Project and provide for the payment of Project Costs and for such reason, declares that an emergency exists. Pursuant to Article III, Section 3-8 of the Town Charter, this Ordinance shall be effective immediately up adoption for the reasons recited herein.

Section 16. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Section 3-8(B) of the Ridgway Charter.

INTRODUCED, HEARD AND FINALLY ADOPTED AS AN EMERGENCY ORDINANCE by the Town Council of the Town of Ridgway, Colorado, this 11th day of December, 2024.

**TOWN OF RIDGWAY, COLORADO,
A HOME-RULE MUNICIPALITY**

By: _____

John I. Clark, Mayor

Attest:

By: _____

~~Pam Kraft, Town Clerk~~

Raren Christian, Deputy Clerk

Approved As to Form:

By: _____

Bo James Nerlin, Town Attorney