

Ridgway Town Council
Regular Meeting Agenda
Wednesday, January 11, 2023

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

Join Zoom Meeting

<https://us02web.zoom.us/j/84133166919?pwd=YkwwSGEvWkRxODlnNWdrLy84TTZwdz09>

Meeting ID: 841 3316 6919

Passcode: 751712

Dial by your location

+1 346 248 7799 US

+1 253 215 8782 US

5:30 p.m.

ROLL CALL Councilors Kevin Grambley, Polly Kroger, Beth Lakin, Terry Schuyler, JT Thomas, Mayor Pro Tem Russ Meyer and Mayor John Clark

EXECUTIVE SESSION The Town Council will enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions regarding the possible purchase and/or condemnation of 539 Marion Overlook, Ridgway, CO.

6:00 p.m.

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 December 14, 2022.
2. Register of Demands for January 2023.
3. Designate Town Hall as the official posting place.
4. Renew Liquor Store license for San Juan Wine and Liquors.

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.

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

5. Resolution No. 23-01 A Resolution of the Town Council of the Town of Ridgway, Colorado, Adopting the *Town of Ridgway Master Plan Amendment Process* - Town Planner.
6. Resolution No. 23-02 A Resolution of the Town Council of the Town of Ridgway, Colorado, Enacting the Ridgway Space to Create Community Room Fee Schedule - Town Manager.
7. Review and direction on 2023 Ridgway FUSE Strategic Plan - Community Initiatives Facilitator.

8. Review and action on Intergovernmental Agreement between the Town of Ridgway, City of Ouray and Ouray County for Shared Victim Advocate Services - Town Manager.
9. Consideration of appointment to the Home Trust of Ouray County Board of Directors - Mayor Clark.
10. Discussion and direction regarding Town Council Workshop to discuss and evaluate strategies for a dedicated revenue source for affordable housing - Town Manager.

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

11. Update on the 2023 Annual Election.

12. 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 Kroger
Ridgway Creative District Creative Advocacy Team - Councilor Grambley
Ridgway Sustainability Advisory Board - Councilor Thomas; alternate - Councilor Schuyler
Ridgway Scholarship Committee - Councilor Lakin and Mayor Clark

Board Appointments:

Ouray County Weed Board - Councilor Lakin; alternate - Town Engineer
Ouray County Joint Planning Board - Councilor Meyer, citizens Rod Fitzhugh & Tom McKenney; alternate - Councilor Schuyler
Sneffels Energy Board - Councilor Thomas and Town Manager; alternate - Mayor Clark
Region 10 Board - Mayor Clark
WestCO Dispatch Board - Town Marshal; alternate - Town Manager
Gunnison Valley Transportation Planning Region - Town Manager
Ouray County Transit Committee - Town Manager
Ouray County Water Users Association - Councilor Meyer; alternate Councilor Thomas
Water and Land Committee for the Uncompahgre Valley - Councilor Meyer; alternate - Town Manager
Colorado Communities for Climate Action - Councilor Lakin; alternate - Town Manager
Colorado Municipal League Policy Committee - Town Manager

Liaisons:

Chamber of Commerce - Councilmember Lakin
Communities That Care Coalition - Mayor Clark
Ouray County Fairgrounds - Councilor Schuyler

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, February 1, 2023 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
DECEMBER 14, 2022

CALL TO ORDER

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

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

CONSENT AGENDA

1. Minutes of the Regular Meeting of November 9, 2022.
2. Minutes of the Budget Workshop Meeting held on November 17, 2022.
3. Register of Demands for December 2022.
4. Water leak adjustment for Account# 6330.2/Tuohy.

ACTION:

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

PUBLIC COMMENTS

Pat Willits asked about plans to bring outdoor lighting violations at the Space to Create Building in conformance with the Town dark sky lighting regulations.

The Town Manager explained a dimmer and switch will be installed on a temporarily basis, and then the fixtures will be addressed.

PUBLIC HEARINGS

5. Application for Restaurant Liquor License from Bella Vino

Staff Report dated 11-11-22 from the Town Clerk presenting an application for a restaurant liquor license from For the Love of Food LLC, Shareholders: Chris Lee & Taryn Lee.

The Town Clerk explained the Town has received an application for a restaurant liquor license from For the Love of Food LLC, to do business with the trade name Bella Vino, at 220 S. Lena Street. The applicants have filed for a concurrent review with the State Liquor Enforcement Division while the application is being processed at the local level. This type of application, she explained, allows the local jurisdiction to issue a temporary operating permit to allow conducting business and the sale of alcohol until approval is issued by the state licensing authority. She reported a notice of hearing has been published and posted, the premises posted, and all fees and forms have been received.

ACTION:

Moved by Councilor Lakin and seconded by Mayor Pro Tem Meyer to approve the application for a Hotel/Restaurant Liquor License from For the Love of Food, LLC sole members Chris and Taryn Lee, doing business as Bella Vino. The motion carried unanimously on a roll call vote.

6. Application for Rezoning and Final Plat for Solar Ranches Filing No. 2C, Lot 110A

Staff Report dated 12-9-22 from Contractual Planner TJ Dlubac presenting a request for rezone and final plat for Lot 110A, Solar Ranches Filing No. 2C; applicants Michael Len and Susan Carriere Wilson trustees of the Wilson Living Trust dated 12-5-2017.

Planner Dlubac explained Lot 110 of Solar Ranches Filing No. 2C was re-subdivided into Lots 110A and 110B in 2001. Michael and Susan Wilson purchased the two parcels this year, with a single family residence located on Lot 110B with the address of 604 Sabeta, the lot is zoned residential. The adjacent lot, 110B is zoned general commercial, and the previous owners constructed a shed on the lot. The 1.15 acre property is located within a single family neighborhood and the owners are requesting to rezone Lot 110B to residential, amend the plat to adjust the property lines between the parcels, and also address a non-conforming lot frontage on the residential zoned parcel.

He explained the Planning Commission heard the requests at the October 25th meeting to rezone from general commercial to residential, change the plat to reconfigure the lots to correct the non-conforming lot frontage and change the property lines to place the existing shed on Lot 110B onto Lot 110A. He noted the access for both lots will be from Sabeta Drive and the new plat will give access to Lot 110B from the existing driveway on Lot 110A.

ACTION:

Mayor Pro Tem Meyer moved to approve the request for rezone of Lot 110A, Amended Plat of Lot 110, Solar Ranches Filing No. 2C from general commercial district to low density single family district finding the criteria set forth in Section 7-3-22(A)(1) of the Ridgway Municipal Code have been met with the following condition, the Wilson Subdivision amended plat is approved by the Town Council. Councilor Lakin seconded, and the motion unanimously carried on a roll call vote.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Schuyler and unanimously carried by a roll call vote to approve the Wilson Solar Ranch Subdivision finding that the criteria set forth in Section 7-4-10 of the Ridgway Municipal Code have been met and the with the following condition, an updated Attorney Certificate including exceptions is including on the Title Commitment.

7. Adoption of the 2023 Fiscal Year Budget and setting of Property Tax Levies for 2023

Staff Report from the Town Clerk/Treasurer presenting adoption of the 2023 Fiscal Year Budget and Property Tax Levies.

The Clerk/Treasurer reported the notice of adoption of the fiscal year budget was published on October 13th after presentation of the draft document to the Council. Numerous meetings and hearings were held to discuss the draft budget and capital improvement plans, and the Council is now being asked to approve the budget and set the mill levy for the 2023 fiscal year through adoption of a series of resolutions. She noted a number of other documents affiliated with the adoption will be presented later in the agenda, these include the capital improvement and strategic plans.

ACTION:

It was moved by Councilor Schuyler, seconded by Councilor Grambley to adopt Resolution No. 22-09 of the Town of Ridgway, Adopting a Budget for the Calendar Year Beginning on the First Day of January 2023, and Ending on the Last Day of December 2023. After a roll call vote the motion carried unanimously.

ACTION:

Mayor Pro Tem Meyer moved to adopt Resolution No. 22-10 of the Town of Ridgway, Appropriating Sums of Money to the Various Funds in the Amount and for the Purpose as Set Forth Below for the 2023 Budget Year. Councilor Lakin seconded the motion, which carried unanimously on a roll call vote.

ACTION:

Moved by Councilor Schuyler to adopt Resolution No. 22-11 of the Town of Ridgway, Adopting the Property Tax Levy for the Year 2023 for Certification to the Ouray County Commissioners, seconded by Mayor Pro Tem Meyer, and carried unanimously on a roll call vote.

POLICY MATTERS

8. Adoption of the 2023 Five-Year and Ten-Year Capital Improvement Plans

The Clerk/Treasurer presented highlights of items contained in the Five-Year and Ten-Year Capital Improvement Plans, noting there have been no changes to the documents since the Council last reviewed them.

ACTION:

It was moved by Councilor Grambley to approve the 2023 Five and Ten Year Capital Improvement Plans. Councilmember Lakin seconded the motion. On a roll call vote the motion carried unanimously.

9. Adoption of the 2023 Strategic Plan

The Town Manager presented the 2023 Strategic Plan, which outlines goals to be accomplished by staff.

The Mayor asked if the Council had any changes or items to add to the proposed document. There were none.

ACTION:

Councilor Kroger moved to adopt the 2023 Strategic Plan and Councilmember Thomas seconded the motion. On a roll call vote the motion passed unanimously.

10. Memorandum of Understanding with Ouray County regarding 2023 Operational Funding Requests, Road and Bridge Apportionment, and Future Goals

Town Manager Neill presented the annual Memorandum of Understanding between the County and Town pertaining to funding requests and setting shared goals to pursue in 2023.

He noted some of the goals include a work force transportation project and the county master planning process.

There were questions from the Council to staff.

ACTION:

Moved by Mayor Pro Tem Meyer, with a second by Councilor Grambley to approve the MOU between Ouray County and the Town of Ridgway regarding 2023 Operational Funding Requests, Road and Bridge Apportionment, and Future Goals. The motion carried unanimously on a roll call vote.

11. Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ridgway USA Development

Memorandum dated 12-9-22 from the Town Attorney presenting a request from the Ridgway USA Development to ratify amended and restated Declaration of Covenants.

Attorney Nerlin explained to the Council it is not a standard request to approve changes to Declaration of Covenants, Conditions and Restrictions, but if the Council choses to, the Town would not have the responsibility or burden to enforce the restrictive convents. He stated he has reviewed the amended covenants and they do not contain any provisions of violation of the Municipal Code.

There were questions and comments from the Council.

ACTION:

Moved by Mayor Pro Tem Meyer to approve the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Ridgway USA Development, and direct staff to explain to the development company future revisions do not require Town approval. Councilor Thomas seconded the motion which carried unanimously on a roll call vote.

12. Agreement for Legal Services with Bo James Nerlin, P.C.

The Town Attorney presented an agreement for legal services in 2023. He noted the contract contains one change from the present year, capping the number of hours given at no fee for the monthly meeting.

ACTION:

It was moved by Mayor Pro Tem Meyer, seconded by Councilmember Grambley and carried on a roll call vote to approve the Professional Services Agreement between the Town of Ridgway and Bo James Nerlin, PC.

13. Consideration of appointment to the Home Trust of Ouray County Board of Directors

The Town Manager explained the Town has received a request for the Town Council to appoint a member to the board of the Home Trust of Ouray County.

Jake Niece explained the board is “a working board” comprised of nine members, three of which are from the local jurisdictions in the County, and hold one evening meeting per month, on the first Wednesday of the month.

There was discussion by the Council and it was agreed to discuss appointment of a member at the next meeting.

14. Resolution amending Standard Specifications and Typical Standards for Infrastructure Construction

Staff Report from the Town Manager dated 12-14-22 presented a proposed resolution amending the Standard Specifications and Typical Standards for Infrastructure Construction.

Manager Neill explained the Town Engineer is proposing a few small changes to the Standard Specifications, one of which is to not allow the use of stainless steel nuts and bolts in infrastructure construction, due to finding corrosion created by saline soil conditions in existing infrastructure.

ACTION:

Councilor Kroger moved to approve Resolution Number 22-12 Amending the Town of Ridgway Standard Specification and Typical Drawings for Infrastructure Construction. Mayor Pro Tem Meyer seconded the motion which carried unanimously on a roll call vote.

15. Request for letter of support from Bruin Waste Management

The Town Manager presented a request from Bruin Waste Management for a letter supporting application to the Colorado Department of Public Health and Environment Recycling Resources Economic Opportunity Program, to construct a food scrap compost collection route and transfer of materials to SXM company.

There were comments by the Council.

ACTION:

It was moved by Mayor Pro Tem Meyer and seconded by Councilmember Schuyler to approve the Mayor signing a letter of support to the Colorado Department of Public Health on behalf of Bruin Waste Management. The motion carried unanimously on a roll call vote.

16. Request for letter of support from Ridgway Chautauqua Society for application for Region 10 Economic Assistance Enterprise Zone Tax Credit program

The Town Manager reported the Ridgway Chautauqua Society is requesting a letter of support similar to the one given last year to attach to the application for the Region 10 Economic Zone Tax Credit program.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Grambley and approved by a roll call vote to approve the letter to Region 10 Economic Assistance supporting the Ridgway Chautauqua Society application for Enterprise Zone Tax Credits for donors.

MISCELLANEOUS REPORTS

Manager Neill highlighted some items in the monthly Managers Report.

ADJOURNMENT

The meeting adjourned at 7:15 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
January 2023

Name	Memo	Account	Paid Amount
NAPA		Alpine-Operating Account	
	power steering pump - F350	961SOO · Vehicle & Equip Maint & Repair	-231.99
	battery - F150	961WOO · Vehicle & Equip Maint & Repair	-8.11
	battery - F150	961SOO · Vehicle & Equip Maint & Repair	-8.11
TOTAL			-248.21
CIRSA		Alpine-Operating Account	
		920SOO · Insurance (Property/Casulty)	-12,564.68
TOTAL			-12,564.68
CIRSA		Alpine-Operating Account	
	equip breakdown coverage	920WOO · Insurance (Property/Casualty)	-290.00
	equip breakdown coverage	920SOO · Insurance (Property/Casulty)	-290.00
TOTAL			-580.00
SGM		Alpine-Operating Account	
	review updates	552GOO · GIS Mapping - admin	-96.83
	review updates	952WOO · GIS Mapping - water	-96.83
	review updates	952SOO · GIS Mapping - sewer	-96.84
TOTAL			-290.50
Hartman Brothers Inc		Alpine-Operating Account	
		661GO2 · Vehicle & Equip Maint & Repair	-8.48
		961SOO · Vehicle & Equip Maint & Repair	-8.47
		961WOO · Vehicle & Equip Maint & Repair	-8.47
TOTAL			-25.42
ASCAP		Alpine-Operating Account	
	use of music at public events	533GOO · Economic Development	-420.00
TOTAL			-420.00
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-499.50
TOTAL			-499.50
Mr. Lock		Alpine-Operating Account	
	padlocks (12)	732POO · Supplies & Materials	-92.16
	padlocks (12)	932WOO · Supplies & Materials	-92.16
	padlocks (12)	932SOO · Supplies & Materials	-92.16
TOTAL			-276.48

Town of Ridgway

Register of Demands

January 2023

Name	Memo	Account	Paid Amount
Nbl Construction		Alpine-Operating Account	
	boiler	731PO1 · Maint & Repairs - c cntr/t hall	-813.94
TOTAL			-813.94
Ouray Mountain Rescue Team		Alpine-Operating Account	
		5140GO1 · Ouray Mtn Rescue Team	-10,000.00
TOTAL			-10,000.00
Neighbor to Neighbor		Alpine-Operating Account	
		5065GO1 · Neighbor to Neighbor Program	-1,000.00
TOTAL			-1,000.00
Caselle Inc		Alpine-Operating Account	
	Jan 2023	914SOO · Consulting & Engineering Servs	-164.50
	Jan 2023	914WOO · Consulting & Engineering Ser...	-164.50
	Feb 2023	914WOO · Consulting & Engineering Ser...	-164.50
	Feb 2023	914SOO · Consulting & Engineering Servs	-164.50
TOTAL			-658.00
Pinnacol Assurance		Alpine-Operating Account	
		804GO3 · Workers Compensation Insur...	-5,727.00
TOTAL			-5,727.00
Blue360 Media		Alpine-Operating Account	
	peace officer's handbooks (5)	884GO3 · Traffic & Investigations	-374.33
TOTAL			-374.33
Clear Networx, LLC		Alpine-Operating Account	
	Jan 2023	543GOO · Telephone	-56.00
	Jan 2023	643GO2 · Telephone	-56.00
	Jan 2023	843GO3 · Telephone	-61.00
	Jan 2023	943WOO · Telephone	-56.00
	Jan 2023	943SOO · Telephone	-56.00
	Jan 2023	530GOO · Computer	-50.00
	Jan 2023	630GO2 · Computer	-50.00
	Jan 2023	730POO · Computer	-50.00
	Jan 2023	830GO3 · Computer	-50.00
	Jan 2023	930WOO · Computer	-50.00
	Jan 2023	930SOO · Computer	-50.00
	Jan 2023	930WOO · Computer	-50.00
	Jan 2023	930SOO · Computer	-25.00
	Jan 2023	630GO2 · Computer	-25.00
	Jan 2023	843GO3 · Telephone	-55.00
TOTAL			-740.00

Town of Ridgway
Register of Demands
January 2023

Name	Memo	Account	Paid Amount
CML		Alpine-Operating Account	
	CML 2023	522GOO · Dues & Memberships	-1,413.00
TOTAL			-1,413.00
SESAC		Alpine-Operating Account	
	use of music at public events	533GOO · Economic Development	-553.00
TOTAL			-553.00
True Value		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-21.20
		732POO · Supplies & Materials	-557.96
		732PO1 · Supplies - c cntr/t hall	-258.69
		832GO3 · Equipment & Supplies	-20.68
		932SOO · Supplies & Materials	-124.54
		932WOO · Supplies & Materials	-72.40
TOTAL			-1,055.47
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-14.95
		915SOO · Dues & Memberships	-14.95
TOTAL			-29.90
Federal Express		Alpine-Operating Account	
		990WOO · Testing - water	-82.90
TOTAL			-82.90

AGENDA ITEM #5



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: January 6, 2023
Agenda Topic: **Resolution No. 23-01 A Resolution of the Town Council of the Town of Ridgway, Colorado, Adopting the Town of Ridgway Master Plan Amendment Process**

SUMMARY:

In response to recent discussions regarding the Preserve PUD and annexation, staff has drafted *the Town of Ridgway Master Plan Amendment Process*, which is outlined below and within Resolution No. 23-01, for Council's consideration.

In order to meet the annexation criteria depicted in Colorado Revised Statutes, the first step must be to update the Town of Ridgway Master Plan ("Master Plan") and Future Land Use Map to include the area of the Preserve PUD currently outside of the town limits to be within the Town's Urban Growth Boundary and assign a Future Land Use Classification.

The Master Plan anticipates amendments being needed to keep the Master Plan as a relevant decision-making tool for the Planning Commission, Town Council, and Town staff. The Plan Amendment section, on page 6 of the Master Plan, states:

"Over time, amendments to the Master Plan may be necessary in order to maintain the document's relevance and viability as a planning and decision-making tool. Any amendment to the Plan will include a public process to uphold the tremendous effort put into this Plan and the overall vision while also allowing for the Plan to evolve over time. Targeted text amendments and/or map revisions may be requested by the Town Council, Planning Commission, Town staff, or the public."

Amendments to the Master Plan may be considered based on community desires to shape a positive future for Ridgway, for example, when adjustments to a policy or goal are needed in order to make the Master Plan more relevant to the needs of the community or to correct a policy or goal that is not working as intended. When considering an amendment to the Master Plan, the Planning Commission and Town Council should consider the following criteria to objectively measure the request:

- *The proposed amendment is consistent with the overall intent of the Master Plan;*
- *Strict adherence to a current goal or policy of the Master Plan would result in a situation neither intended by nor in keeping with the vision and values or other goals and policies of the Plan;*
- *The proposed amendment will not have an undesirable effect on adjacent properties;*
- *The proposed amendment is compatible with the surrounding area (when amending the Future Land Use Map or Plan) and/or the vision, goals, and policies of the Master Plan;*
- *The proposed amendment will have minimal effect on public services and facilities and current or planned service provision; and*
- *The proposed amendment is not adverse to the public health, safety, and general welfare of the Town.*



Administrative updates, such as outdated partner names, will not require an amendment. In addition, there will be some natural attrition during the life of this Plan where goals or policies may become less relevant; when there are many, this may indicate that it is time to update the Plan, as described below.”

To process such an amendment as contemplated by this section of the Master Plan, staff suggests requiring the following community engagement process and evaluation procedures prior to the Planning Commission and Town Council adopting amendments to the Master Plan:

Submittal:

1. The party or parties interested in amending or updating the Town of Ridgway Master Plan (“Master Plan”) and/or Future Land Use map submit their request in writing to the town along with the following materials:
 - Narrative explaining the intentions of the amendment, the reasoning for the request, and how the request furthers the Community Vision, Values, Goals, and Policies.
2. In instances where the amendment also includes an amendment to the Future Land Use map, the following shall be submitted as well:
 - A map depicting the area(s) to be changed on the future land use map indicating the current Land Use Classification and proposed Land Use Classification.
 - All owners of all property(ies) affected by the change in land use classification shall provide written acknowledgement that the request is being made. If they are supportive of the amendment, the written acknowledgement should indicate their support as well.
 - An analysis of how the change in land use classification will impact the provision of town services including, but not limited to, water, sewer, roadways, emergency services, etc. and the anticipated economic impact in the short-term and long-term. Such an analysis should include capital expenses and long-term maintenance and replacement costs of any assets or infrastructure.

Completeness and Review:

3. The submittal will be reviewed for completeness by the Town prior to distribution.
4. Upon determination of completeness, the Town will distribute the request to affected entities such as fire protection districts, water/sewer districts, school districts, Ouray County departments, utility providers, and other agencies or entities who may have an interest in the Master Plan amendments.

Public Meetings:

5. The requestor shall plan and schedule a public open house where all residents and interested individuals and groups within the Town can attend to learn about the request and provide feedback and input. This meeting will be an opportunity for the requestor to present the request and the justification for such request. The presentation should include an appropriate level of analysis consistent with the submitted materials.
 - Notice of the hearing shall be posted at town hall, on the town’s website, and in a newspaper of general circulation a minimum of 15 days prior to the date of the meeting.



The newspaper notice shall be posted 2 times with the first being between 30 and 45 days before the meeting and the second being between 10 to 15 days before the meeting.

- The requestor shall cause detailed notes and attendance records to be kept of the discussions had at the meeting.
6. Following the meeting, the requestor shall meet with Town staff to discuss the meeting and next steps. In the sole discretion of the Town, an additional meeting may be necessitated to address issues, concerns, or comments brought up at the meeting by the general public.
 - If a second meeting is not required, the requestor must update the submittal package addressing all comments brought up at the public meeting and raised by referral agencies or organizations.
 7. The requestor shall submit the updated materials addressing all comments and feedback heard through the process to date to the town for review.

Open Comment Period:

8. An open comment period of not less than 21 days where the general public can provide comments and/or feedback on the requested amendments.
 - The comments will be gathered by the Town and provided to the requestor as quickly as possible as they are received.
9. At the end of the 21-day comment period, the requester and the Town staff shall meet to once again discuss the comments received and determine the next steps. At the sole discretion of the town, the requestor may be required to hold another public meeting or focused discussions with specific community members. Town representatives shall be present at any meeting the requestor has with community members and the requestor shall continue to take detailed notes and attendance records of all meetings and participants.

Planning Commission Hearing:

10. Once all public comments have been addressed to the satisfaction of Town staff, the requestor shall submit the final request including all pertinent information related to the request, including, but not limited to:
 - Narrative
 - Justification
 - Updated map
 - Detailed analysis on provision of services
 - Community Engagement report that includes all materials presented at each meeting, the date and time of each meeting and discussion, the participants of each meeting, and the notes taken at each meeting.
11. Once accepted by Town staff, the application will be set for consideration at a hearing before the Planning Commission.
 - The application packet will be sent to necessary agencies who reviewed the packet initially



- Town staff will prepare a staff analysis and staff report
- The requestor shall be responsible for presenting the request and answering any questions or concerns raised by staff, commissioners, or the general public.
- The hearing shall be noticed by posting at town hall and one posting in a newspaper of general circulation between 10-15 days prior to the Planning Commission hearing date.
- The Planning Commission shall review the materials and all testimony at the hearing against the Master Plan Amendment Criteria addressed in the Master Plan and render a decision to either adopt the amendments, adopt the amendments with conditions, deny the amendments, or continue the amendments for additional information to be gathered.

Town Council Ratification:

12. Unless the Planning Commission continues the hearing, the request, with the Planning Commission action, shall be forwarded to the next available Town Council meeting (not necessarily the immediately following meeting) for their consideration.
 - The Town Council meeting is not a public hearing.
 - Town staff will update the analysis and staff report provided to the Planning Commission and forward to the Town Council.
 - The requestor shall be responsible for presenting the request and answering any questions or concerns raised by staff, commissioners, or the general public.
 - At the end of the presentation, the Town Council may either adopt, adopt with conditions, deny, or continue the request based on the Master Plan Amendment Criteria.

RECOMMENDED MOTION:

"I move to adopt [with or without modifications] Resolution No. 23-01, A Resolution of the Town Council of the Town of Ridgway, Colorado, Adopting the *Town of Ridgway Master Plan Amendment Process*."

ATTACHMENT:

Resolution No. 23-01

RESOLUTION NO. 23-01

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF
RIDGWAY, COLORADO, ADOPTING THE TOWN OF
RIDGWAY MASTER PLAN AMENDMENT PROCESS**

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

WHEREAS, on June 12, 2019, the Town Council adopted the Town of Ridgway Master Plan (the “Master Plan”), an advisory document that 1) outlines the community’s vision and goals for the next ten to twenty years, 2) addresses issues related to land use, growth and development, community character, historic preservation, economic development and tourism, parks and open space, and other topics of importance to the community, and 3) provides a blueprint for future growth within the Town of Ridgway and its defined boundaries that is implemented through the Town’s zoning and subdivision regulations and other regulatory tools; and

WHEREAS, the Master Plan anticipates updates to the Master Plan being needed to keep the Master Plan as a relevant decision-making tool; and

WHEREAS, the Master Plan states “Any update to the Master Plan should include opportunities for involvement by the public, Town staff, elected and appointed officials, and other relevant or affected stakeholders.”; and

WHEREAS, Town staff has prepared a community engagement process and evaluation procedures to inform the adoption of amendments to the Master Plan; and

WHEREAS, the Town Council finds this Resolution to be in the best interest and welfare of the residents of the Town.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Ridgway, Colorado, that the *Town of Ridgway Master Plan Amendment Process* as set forth in Exhibit A and attached hereto, is hereby adopted.

ADOPTED AND APPROVED this ____ day of January 2023.

John Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk



EXHIBIT A

Town of Ridgway Master Plan Amendment Process

Submittal:

1. The party or parties interested in amending or updating the Town of Ridgway Master Plan ("Master Plan") and/or Future Land Use map submit their request in writing to the town along with the following materials:
 - Narrative explaining the intentions of the amendment, the reasoning for the request, and how the request furthers the Community Vision, Values, Goals, and Policies.
2. In instances where the amendment also includes an amendment to the Future Land Use map, the following shall be submitted as well:
 - A map depicting the area(s) to be changed on the future land use map indicating the current Land Use Classification and proposed Land Use Classification.
 - All owners of all property(ies) affected by the change in land use classification shall provide written acknowledgement that the request is being made. If they are supportive of the amendment, the written acknowledgement should indicate their support as well.
 - An analysis of how the change in land use classification will impact the provision of town services including, but not limited to, water, sewer, roadways, emergency services, etc. and the anticipated economic impact in the short-term and long-term. Such an analysis should include capital expenses and long-term maintenance and replacement costs of any assets or infrastructure.

Completeness and Review:

3. The submittal will be reviewed for completeness by the Town prior to distribution.
4. Upon determination of completeness, the Town will distribute the request to affected entities such as fire protection districts, water/sewer districts, school districts, Ouray County departments, utility providers, and other agencies or entities who may have an interest in the Master Plan amendments.

Public Meetings:

5. The requestor shall plan and schedule a public open house where all residents and interested individuals and groups within the Town can attend to learn about the request and provide feedback and input. This meeting will be an opportunity for the requestor to present the request and the justification for such request. The presentation should include an appropriate level of analysis consistent with the submitted materials.



- Notice of the hearing shall be posted at town hall, on the town's website, and in a newspaper of general circulation a minimum of 15 days prior to the date of the meeting. The newspaper notice shall be posted 2 times with the first being between 30 and 45 days before the meeting and the second being between 10 to 15 days before the meeting.
 - The requestor shall cause detailed notes and attendance records to be kept of the discussions had at the meeting.
6. Following the meeting, the requestor shall meet with Town staff to discuss the meeting and next steps. In the sole discretion of the Town, an additional meeting may be necessitated to address issues, concerns, or comments brought up at the meeting by the general public.
- If a second meeting is not required, the requestor must update the submittal package addressing all comments brought up at the public meeting and raised by referral agencies or organizations.
7. The requestor shall submit the updated materials addressing all comments and feedback heard through the process to date to the town for review.

Open Comment Period:

8. An open comment period of not less than 21 days where the general public can provide comments and/or feedback on the requested amendments.
- The comments will be gathered by the Town and provided to the requestor as quickly as possible as they are received.
9. At the end of the 21-day comment period, the requester and the Town staff shall meet to once again discuss the comments received and determine the next steps. At the sole discretion of the town, the requestor may be required to hold another public meeting or focused discussions with specific community members. Town representatives shall be present at any meeting the requestor has with community members and the requestor shall continue to take detailed notes and attendance records of all meetings and participants.

Planning Commission Hearing:

10. Once all public comments have been addressed to the satisfaction of Town staff, the requestor shall submit the final request including all pertinent information related to the request, including, but not limited to:
- Narrative
 - Justification



- Updated map
- Detailed analysis on provision of services
- Community Engagement report that includes all materials presented at each meeting, the date and time of each meeting and discussion, the participants of each meeting, and the notes taken at each meeting.

11. Once accepted by Town staff, the application will be set for consideration at a hearing before the Planning Commission.

- The application packet will be sent to necessary agencies who reviewed the packet initially
- Town staff will prepare a staff analysis and staff report
- The requestor shall be responsible for presenting the request and answering any questions or concerns raised by staff, commissioners, or the general public.
- The hearing shall be noticed by posting at town hall and one posting in a newspaper of general circulation between 10-15 days prior to the Planning Commission hearing date.
- The Planning Commission shall review the materials and all testimony at the hearing against the Master Plan Amendment Criteria addressed in the Master Plan and render a decision to either adopt the amendments, adopt the amendments with conditions, deny the amendments, or continue the amendments for additional information to be gathered.

Town Council Ratification:

12. Unless the Planning Commission continues the hearing, the request, with the Planning Commission action, shall be forwarded to the next available Town Council meeting (not necessarily the immediately following meeting) for their consideration.

- The Town Council meeting is not a public hearing.
- Town staff will update the analysis and staff report provided to the Planning Commission and forward to the Town Council.
- The requestor shall be responsible for presenting the request and answering any questions or concerns raised by staff, commissioners, or the general public.
- At the end of the presentation, the Town Council may either adopt, adopt with conditions, deny, or continue the request based on the Master Plan Amendment Criteria.

AGENDA ITEM #6



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: January 6, 2023
Agenda Topic: **Resolution No. 23-02 A Resolution of the Town Council of the Town of Ridgway, Colorado, Enacting the Ridgway Space to Create Community Room Fee Schedule**

SUMMARY:

Now that construction of Ridgway Space to Create has concluded and the building is online, staff anticipates receiving more requests for use of the Ridgway Space to Create Community Room (Community Room), which is under the Town's control. Staff is requesting that Council consider establishing a fee schedule for use of the Community Room, similar to other Town facilities like the Harwell Park Performing Arts Stage and the Community Center. Council has the authority to approve and establish, by resolution, a fee schedule for fees required to be paid for private use of public property, including permitted uses of Town parks, facilities, and rights-of-way. Staff is recommending the following fee schedule:

Use Fee:

Type of organization	Half Day (0-4 hours)	Full Day (4 – 8 hours)
<i>Non-profit organization, government agency, special district, or arts group</i>	\$25	\$50
<i>Private individual or group, or commercial venture</i>	\$50	\$100

Damage Deposit: \$100.00

Electricity Use Fee: \$15.00

PROPOSED MOTION:

"I move to approve [with or without modifications] Resolution No. 23-02 A Resolution of the Town Council of the Town of Ridgway, Colorado, Enacting the Ridgway Space to Create Community Room Fee Schedule."

ATTACHMENT:

Resolution No. 23-02

RESOLUTION NO. 23-02

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY,
COLORADO, ENACTING THE RIDGWAY SPACE TO CREATE COMMUNITY
ROOM FEE SCHEDULE**

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

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

WHEREAS, the Ridgway Town Council finds that establishing a fee schedule for the Ridgway Space to Create Community Room will promote the health, safety and general welfare of the Ridgway community.

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

Ridgway Space to Create Community Room Fee Schedule

Use Fee:

<i>Type of organization</i>	<i>Half Day (0-4 hours)</i>	<i>Full Day (4 – 8 hours)</i>
<i>Non-profit organization, government agency, special district, or arts group</i>	<i>\$25</i>	<i>\$50</i>
<i>Private individual or group, or commercial venture</i>	<i>\$50</i>	<i>\$100</i>

Damage Deposit: \$100.00

Electricity Use Fee: \$15.00

ADOPTED AND APPROVED this _____ day of January 2023.

John Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

AGENDA ITEM #7



To: Honorable Mayor Clark and Ridgway Town Council
From: Tera Wick, Community Initiatives Facilitator
Date: January 5, 2023
Agenda Topic: **Review and direction on 2023 Ridgway FUSE Strategic Plan**

SUMMARY:

The attached 2023 FUSE Strategic Plan has been developed by Town staff in partnership with the Ridgway FUSE Creative Main Street committee, with input from the public and with facilitation support from Ayers and Associates.

Public input was invited during a FUSE Happy Hour Event held September 7, 2022, attended by over 40 people. This feedback was considered by the FUSE committee on September 20, 2022, when Matt Ashby from Ayers and Associates facilitated a half day strategic planning session with FUSE committee members. This technical assistance from Ayers was provided free of charge from Colorado Main Street/DOLA. FUSE committee members reviewed and gave feedback on two more revisions of the plan in October and December, followed by the Town Manager's review. The draft plan presented here will be formatted with Ayers and Associates into a one-page dashboard followed by this more detailed plan. Town staff will work with the FUSE committee to create a detailed timeline and work plan flowing from this strategic plan.

The 2023 FUSE Strategic Plan is designed to guide FUSE's work for the next two to three years, with opportunities for annual updates and revisions. Alignment with the Town of Ridgway Master Plan are noted throughout.

General feedback and direction are requested of Council.

ATTACHMENT:

2023 FUSE Strategic Plan

DRAFT - 2023 Ridgway FUSE Strategic Plan

Our Mission: Ridgway FUSE, A Colorado Creative Main Street Program, nurtures the creative, historic, and economic vitality of our community.

Our Vision: FUSE envisions a welcoming, thriving, ecologically responsible creative community and main street environment that is diverse, innovative, and cohesive.

What We Do: Through our confluence of efforts, we Build; Connect; Gather; Share and Organize.

BUILD:

We Build: by championing initiatives that make Ridgway's physical fabric fiercely distinguishable for generations to come.

1) Space to Create

The Town of Ridgway will manage the 2,000 square foot community room within the Space to Create building on Clinton Street, with FUSE slated to take the lead in designing, developing, and programming the space. This is envisioned to be a flexible, multi-purpose community space, accessible to community-based groups, that helps promote the creative and economic vitality of the community. FUSE will also work with building owner, Artspace, to plan for public art around the building.

- a) **Furnish Community Room** -(CHR 5) Work with design team to gather community input to inform space design (COM – 3). Purchase and install furnishings so space is functional and comfortable.
- b) **Develop and implement policies and procedures for community room** (CHR 5, COM – 4)
 - i) Work with Town staff in consultation with Council to develop and approve rental rates and room rental process, usage policies and structured procedures for art shows.
 - ii) Communicate and implement policies and procedures so the public can utilize the space for public benefit.
- c) **Plan for Public Art in Space to create** (CHR – 4, COM – 3)- Work with Artspace to invite public input on a plan for public art in the Space to Create building– specifically relics, mural, Descant piece. Partner with Artspace as appropriate to implement the plan.

2) Heritage Park (CHR – 2, CHR – 6, CHR – 7)

- a) **Develop construction plans for Heritage Park** in accordance with Ridgway Heritage Park and Visitor Center Master Plan - Work with COMS to develop scope and contractor for Heritage Park construction documents.
- b) **Build split rail fence** in Heritage Park accordance with the park master plan.

Codes in parentheses refer to corresponding Town of Ridgway Master Plan Values and Goals listed at the end of the document.

DRAFT - 2023 Ridgway FUSE Strategic Plan

3) **Mural Program** (CHR – 4, CHR – 7, COM – 4)

Many communities showcase art via a comprehensive mural program. Although one-off efforts can be completed in short order without significant complexity, a more coordinated effort may be positive for Ridgway. Consider creating a mural strategy to help align design goals, maintenance strategies and other considerations.

- i) 2023: Research peer community programs
- ii) 2024: Create policy guidance, technical guidance; Identify funding sources; Launch pilot project; Identify potential locations.

4) **Creative Wayfinding** (CHR 1)

It is essential for economic vitality that locals and visitors alike be able to easily navigate our downtown commercial and creative district. Existing wayfinding signs and printed materials can be modernized in collaboration with the Ridgway Area Chamber of Commerce to be more comprehensive and/or include QR codes to link to dynamic, up-to-date online content, walking map of downtown etc.

5) **Entertainment District** – (ECO – 1, ECO – 2)

Examine past efforts to develop an Entertainment District in downtown Ridgway and research designation requirements; assess interest in exploring this idea further by speaking with businesses and Town officials. Identify next steps pending interest level.

6) **Explore Space Inventory** (ECO – 2)

One function of economic development departments can be to maintain and publish an inventory of vacant spaces available to businesses. This is not something the Town has done up to now due to limited capacity. Learn what sort of space inventory other Main Street programs in similarly sized municipalities are doing and assess potential costs and benefits of building this capacity within the community, either within the Town or in partnering organizations such as the Chamber.

CONNECT

We Connect: by facilitating cross-sector connections to welcome, value and nurture diverse Ridgway perspectives while connecting locals with resources beyond the community.

1) **Establish relationship ambassadors** (COM – 3)- Connecting with other non-profits, the school district and other key organizations is vital to sustaining and growing the FUSE mission. Taking a proactive and planned approach can help to ensure that this important activity doesn't slip to the back burner as board members get busy.

- a) Gather/develop baseline information you wish to share with partner organizations. Creating this information packet will help FUSE members know what to cover during a discussion.

Codes in parentheses refer to corresponding Town of Ridgway Master Plan Values and Goals listed at the end of the document.

DRAFT - 2023 Ridgway FUSE Strategic Plan

- b) Identify a list of connections. Include contact information.
- c) Assign board members and assign a deadline for conversations.
- d) Create a notes page so that a summary of discussion and action items can be consolidated and shared.
- e) Consider reviewing potential projects/initiatives following these discussions. Evaluate whether new action items can be added to the Workplan or if ideas should be held until the following year.

2) **Welcome New Creatives (COM – 1, COM – 3, CHR – 4)**– Cultivating an environment where creatives are welcome and connected requires networking opportunities. Both physical and digital realms were discussed as prime opportunities.

- a) **Generate a Creatives Welcome Worksheet** - Most welcome discussions happen organically through the course of the year. Developing a worksheet to help guide discussions and capture information will help with building the network. The worksheet can help to guide intentional discussion with new creatives while simultaneously generating content for the Creatives Directory and social media promotions.

3) **Develop relationships with Indigenous Communities (COM-1, COM – 6, CHR – 2)**

Cultivating connections with the descendants of the area’s original inhabitants is an aspect of the Heritage Park Implementation plan and is in keeping with FUSE and the Town of Ridgway’s commitment to being a welcoming, inclusive community that honors our history and engages in life-long learning.

- a) Find opportunities to build relationships with Indigenous community members, knowledge holders and Ute Indian, Ute Mountain Ute and Southern Ute Tribes in order to slowly nurture trust and cultivate understanding of the historical and present-day relationships Native American people have to the area. Explore potential for government-to-government collaboration on Heritage Park interpretive information and/or other cross-cultural opportunities.

4) **Facilitate Community Conversations (COM – 3, COM – 6)**

Ridgway has undergone a lot of changes in the last 5-10 years: paved streets downtown, new artwork, new buildings, a shifting political climate, rapidly increasing housing costs and labor challenges to name a few. These and other changes in our physical, economic, and social landscape can cause strain to the fabric of the community. By intentionally supporting relationship-building and understanding across differences, we can support a sense of community and inclusivity, in keeping with the Community Values.

- a) FUSE will partner with Colorado Humanities on a free training that prepares people to plan and facilitate conversations across differences, beliefs, and backgrounds about vital issues and questions to help build understanding and strengthen relationships within organizations and communities. We will hold a series of three facilitated conversations about change in rural Colorado in February and March.

Codes in parentheses refer to corresponding Town of Ridgway Master Plan Values and Goals listed at the end of the document.

DRAFT - 2023 Ridgway FUSE Strategic Plan

GATHER

***We Gather:* by supporting, planning, and executing events that showcase Ridgway’s creative and entrepreneurial spirit.**

The FUSE team clearly articulated that being responsible for throwing big events is not mission-driven. However, partnering with other organizations to elevate creatives involvement in community events is essential. (CHR – 5)

- 1) **Assess Film Fest Feasibility (CHR – 4, CHR – 5)** - The Ridgway Independent Film Festival, which had its eighth annual event in 2023, is largely an event supported by members of FUSE and community volunteers. While many would like to see this event continue, the general goal would be to explore spinning the event off as it grows. Complete an assessment of the event to explore the feasibility and sustainability of a stand-alone event.
- 2) **Refresh First Friday (ECO – 1, ECO – 2, CHR – 4)** - As highlighted in the public engagement, evolving First Friday is a key goal. Create a vision and plan for this event with brainstorming opportunities to link with the FUSE mission. Example, “New Moonwalks” open gallery event.
- 3) **Clarify process for event sponsorship (CHR – 5, CHR – 4, COM – 4)** Ensure arts organizations in the community are informed about available Town sponsorship funds and process for applying for them.
- 4) **Grow Happy Hour (CHR – 5)**- Continuing and growing the Happy Hour event is essential to the mission of FUSE in bringing creatives and entrepreneurs together. Consider adding a third Happy Hour event to provide more opportunities to connect. Discussion included maintaining a spring and fall event while possibly adding a February timeframe to the mix. **Brand Happy Hour** - We want to make sure this event is a “thing”! Provide visual branding to help cement the event in folks mind to help formalize Happy Hour.

SHARE

***We Share:* by broadcasting through various community channels the impact of creatives and entrepreneurs in Ridgway and sharing resources to support their success.**

The share discussion focused on telling the story of the organization and community more effectively. Generating messages that are focused on spotlighting creatives is essential to moving this point forward while staying true to the mission. Additionally, avoiding mission creep is also critical, leaving activities like business promotion to the Chamber. Sharing state level resources that can support the success of creatives and entrepreneurs is a valuable service FUSE can offer.

Codes in parentheses refer to corresponding Town of Ridgway Master Plan Values and Goals listed at the end of the document.

DRAFT - 2023 Ridgway FUSE Strategic Plan

- 1) **Fully utilize FUSE website and social media platforms to document and promote Ridgway's creative, historic, cultural, and economic assets (CHR – 4)**
 - a) **Buildout Creatives Directory (CHR – 4)** - Using the established website platform, input additional creative listings to provide a one-stop-shop for information. Determine scope and messaging for Creatives Directory (i.e., "Creatives and Entrepreneurs directory"?). Launch a campaign encouraging people to sign up to be listed on the directory; promote the resource in the community.
 - b) **Translate Creatives Directory into Social Posts (CHR – 4)** - Use the content generated under CONNECT for the website to reuse as "Featured Creatives" posts that can be shared. Create a template for spotlighting new creative businesses can help to build awareness.
 - c) **Create Social Media Strategy (CHR – 4)** - Gather to discuss and write down the purpose of social media in relation to the FUSE mission. Include a "policy" of what types of original content you will promote and repost.
 - d) **Maximize Downtown Map and Directory (ECO – 2)**: Finalize management plan for maintaining online business directory/map and collaborate with Ridgway Area Chamber of Commerce to determine how best to promote the resource broadly in the community.
 - e) **Map and Promote Ridgway's creative assets**
 - i) **Map Public Art Installations (CHR – 4)**: Ridgway's public art installations are a creative asset that many in the community are eager to learn more about. FUSE will work with Public Art for Ridgway Colorado (PARC) and Town staff to map existing public art installations and educate the community about the public art program.
 - ii) **Create Gallery Guide (CHR – 4)**: Create a printed art gallery guide that links via QR code to online map.
 - f) **Map Ridgway's historic buildings (CHR – 2)**

Using existing FUSE website platform, and documentation available via the Ouray County Ranch History Museum, work with local volunteers who have expertise in area history to document the history of buildings throughout downtown Ridgway.
 - g) **Promote events (CHR – 5)**: Work in collaboration with Alpenglow Arts Alliance and Ridgway Area Chamber of Commerce to optimize the community events calendar/listings.
- 2) **Communicate the history and impact of the Creative District (CHR – 4)**
 - a) **Celebrate 10-years as a Creative District**. Use this anniversary as an opportunity to develop communications pieces that celebrate and communicate the contributions of the Creative District and Main Street program over the past 10 years.
 - i) **Document Oral History of Creative District and Main Street (CHR – 2)**: As part of the 10-year commemoration, and in partnership with other organizations, document the history of the creative district and main street program by generating written, audio and/or video documentation and making it publicly available on the FUSE website.
 - ii) **Document Economic Impact of Creative Industries Locally (ECO – 1, CHR – 4)**- Work with Colorado Creative Industries and other partners to document the economic impact of the creative industries in Ridgway over the past decade to educate the community and build ongoing support.

Codes in parentheses refer to corresponding Town of Ridgway Master Plan Values and Goals listed at the end of the document.

DRAFT - 2023 Ridgway FUSE Strategic Plan

5) **Share Resources with Local Entrepreneurs and Creatives (COM – 1, ECO – 2))**

Local entrepreneurs and creatives have requested assistance accessing opportunities, resources, and technical assistance to support their success. FUSE will collaborate with local partners to leverage resources from state and national level sources such as Department of Local Affairs (DOLA) - Colorado Main Street Program (COMS), the Main Street America network, Office of Economic Development and International Trade (OEDIT)- Colorado Creative Industries (CCI), and other resources to support the success of Ridgway's creative and entrepreneurial community.

- a) The FUSE website will grow into a local "go-to" resource for local creatives, including calls for artists, auditions, grants, and training opportunities.
- b) Promote COMS Main Street Architect services by distributing the application for assistance to building owners to support affordable revitalization efforts.
- c) FUSE will support RACC's efforts to provide trainings to local businesses on topics of interest.
- d) Paralleling housing affordability issues, many of the small creative businesses that comprise Ridgway's downtown have expressed concern about the potential of increasing rent to result in displacement. In keeping with the Town value to support the retention and expansion of local business, FUSE will work to better understand impact of changing real estate market on store front businesses and explore potential supports and resources that may be available from local, regional and/or state partners.

6) **Local Gift Card (ECO – 1, 2):** Collaborate with local partners such as RACC, local financial institutions and businesses to explore the desirability and feasibility of creating a local gift card that can direct more gift card dollars to area businesses. Investigate comparable programs such as Montrose Bucks.

ORGANIZE

We organize by internally structuring FUSE activities for visibility, transparency, and maximum impact.

(COM – 4)

- 1) Decide on terms for members, process for staggering membership
- 2) Recruit and onboard new members
- 3) Develop communication materials to support committee members as they promote the organization in the community
- 4) Ensure meeting agendas, minutes, membership applications and other relevant information are easily accessible online in a timely manner.
- 5) Educate FUSE members on the Main Street approach and Call Yourself Creative resources.
- 6) Assess ongoing progress on plan and share with Town Council

Codes in parentheses refer to corresponding Town of Ridgway Master Plan Values and Goals listed at the end of the document.

DRAFT - 2023 Ridgway FUSE Strategic Plan

Ridgway Master Plan Alignment:

Community Value 2 – Sense of Community & Inclusivity

COM – 1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households

COM – 3: Encourage citizen participation and dialogue with elected and appointed officials and town administration in order to foster broad-based representation and input for local government decisions

COM – 4: Strive to be a model for transparency, efficiency, and good governance.

COM-6: Support education and lifelong learning in our community

Community Value 3: Small town Character & Identity:

CHR 1: Support vibrant, diverse, safe, and well-connected neighborhoods

CHR – 2: Protect and preserve Ridgway’s historic assets

CHR – 4: Promote Ridgway’s identity as a creative and innovate community where creative individuals and enterprises thrive.

CHR – 5: Promote a range of opportunities and spaces for community gatherings and interactions.

CHR – 6: Maintain and enhance Ridgway’s gateways, entry corridors and scenic vistas

CHR – 7: Develop and interconnected system of parks, trails, open space and recreational facilities that meets the needs of Ridgway’s residents and visitors.

Community Value 4: Vibrant & Balanced Economy

ECO – 1: Create a vibrant, diverse, and sustainable year-round economy that reflects Ridgway’s social fabric, values, and character.

ECO – 2: Support the retention and expansion of local business.

Community Value 5: Well Managed Growth

GRO – 1: Manage growth and development in order to maintain Ridgway’s small-town character, support a diverse community and create employment opportunities.

CRO – 2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet that needs of residents and businesses as the town grows.

Codes in parentheses refer to corresponding Town of Ridgway Master Plan Values and Goals listed at the end of the document.

DRAFT - 2023 Ridgway FUSE Strategic Plan

Main Street America Transformation Strategies

are implemented through comprehensive work in four broad areas, known as the **Four Points**.

ECONOMIC VITALITY focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

DESIGN supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

PROMOTION positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.

ORGANIZATION involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district.

Codes in parentheses refer to corresponding Town of Ridgway Master Plan Values and Goals listed at the end of the document.

AGENDA ITEM #8



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: January 6, 2023
Agenda Topic: **Review and action on Intergovernmental Agreement between the Town of Ridgway, City of Ouray and Ouray County for Shared Victim Advocate Services**

SUMMARY:

Council is asked to review and take action on an Intergovernmental Agreement (IGA) between the Town of Ridgway, the City of Ouray and Ouray County for the use of an employee of Ouray County to provide victim advocacy services to the three jurisdictions in Ouray County. The attached IGA for calendar year 2023 remains largely the same as the IGAs for previous calendar years, except that the term has been updated to reflect the current year and each jurisdiction's financial contribution amount based on the grant funding. In 2023, each agency is slated to contribute \$1,622.50.

Please note that the program recently transitioned from the Town of Ridgway to Ouray County, meaning that Ouray County is now administering the awarded grants to support this program and hosting the victim advocate position. Ouray County has contracted with Tabitha Champlin, who has served as one of the contracted, part-time advocates, on a temporary basis until a permanent advocate is in place and trained. Elaine Wood is still contracted and will assist with onboarding until Tabitha is fully trained.

PROPOSED MOTION:

"I move to approve the IGA between the Town of Ridgway, the City of Ouray, and Ouray County for Shared Victim Advocate Services."

ATTACHMENT:

IGA for Shared Victim Advocate Services

**INTERGOVERNMENTAL AGREEMENT FOR
TOWN OF RIDGWAY, CITY OF OURAY, and OURAY COUNTY
SHARED VICTIM ADVOCATE(S) SERVICES**

THIS AGREEMENT is entered into effective this 1st day of January, 2023, by and between: the Town of Ridgway, Colorado (Ridgway); and the City of Ouray, Colorado (Ouray), both of which are home rule municipalities within Ouray County, Colorado; and Ouray County, Colorado (County), a statutory county in the State of Colorado, (collectively the Parties or individually the Party).

Purpose of Agreement

- A. Section 29-20-101 C.R.S., et seq. enables the Parties to enter into Intergovernmental Agreements (IGA) and authorizes each of the Parties to perform the functions described herein, as provided in Section 29-20-105 C.R.S.; and
- B. Intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. 29-1-203 and encouraged in order that the inhabitants of such political subdivisions may thereby secure high quality governmental services; and
- C. Ridgway, Ouray and Ouray County each recognize the need to employ an individual to act as Victim Advocate(s), to perform victim advocacy services for all of Ouray County; and
- D. The Parties recognize the fiscal and administrative benefits of utilizing one person to conduct victim advocacy services; and
- E. The Parties wish to memorialize their understandings regarding their agreement to share the financial and administrative responsibilities and services through employing the Victim Advocate(s); and
- F. The Parties entered into similar Intergovernmental Agreements in 2018, 2019, 2020, 2021, and 2022 for the same purpose.

In consideration of the covenants and conditions contained herein, the Parties agree as follows.

1. **Designation of the Victim Advocate(s).** The Parties must agree to the designation of any particular person to be employed as the shared the Victim Advocate(s).
2. **Financial Responsibilities.** The financial responsibilities for the employment of the shared Victim Advocate(s) shall be as follows:
 - a. The shared Victim Advocate(s) shall be an employee of Ouray County ("County") and not the City of Ouray or the Town of Ridgway, and shall be compensated by the County partially through a grant provided by the Victim Assistance Law Enforcement (VALE) Board and a grant provided by the Victims of Crime Act (VOCA) for such services. The Parties recognize and understand that for Fiscal Year 2023 the combined VALE and VOCA grant funded amount is \$45,425.50, and that the funding needed is \$50,293.00, creating a funding gap of \$4,867.50.
 - b. The County shall be responsible for all employment related expenses mandated by state and federal law, including any required worker's compensation and unemployment insurance, any federal or state taxes or required withholdings, and any other employer expenses related to the Victim Advocates employment with the County.

- c. The Parties agree to work together to budget the gap funding at \$1,622.50 from each Party and/or identify supplemental sources in order to fund the \$1,622.50 gap for Victim Advocate services in 2023, pursuant to subsection e below.
 - d. The shared Victim Advocate(s), as a part-time temporary employee of the County, shall be compensated for any time in excess of forty (40) hours per week as provided in the County's Personnel Regulations. Notwithstanding the foregoing, the parties agree to generally limit the hours worked to 20 hours per week. Any hours in excess of 25 per week require the advance written approval of the County Human Resources Director, due to potential implications for benefits required, under the County Personnel Policy Manual and the Affordable Care Act or other applicable law.
 - e. The shared Victim Advocate(s) shall be subject to the County's Personnel Policy Manual, as may be amended, except the Victim Advocate(s) shall have no benefits with the Town of Ridgway, City of Ouray, or Ouray County.
 - f. Ouray County has been awarded grant funding for 90.3% of the cost of the Victim Advocate(s) in 2023. In the event the County anticipates expenses may exceed the grant award, the County shall consult with the City and/or Town to consider any additional expenditures. The City and/ or Town shall only be responsible for an equal share after the County has consulted with the City and/or Town, and the financially impacted Party or Parties have agreed on the expenses to be reimbursed to the County.
 - g. In the event of a worker's compensation claim related to work performed within the City or the Town, the County's insurance shall be responsible for the claim and the City or Town shall cover the County's reasonable expenses for that claim in the respective jurisdiction, upon notice and approval of the same.
3. **Accountability.** The accountability requirements of the shared Victim Advocate(s) to the Parties shall be as follows:
- a. The Victim Advocate(s) shall provide a monthly written report to all Parties.
 - b. The Victim Advocate(s) shall meet with the Ridgway Town Marshal, Ouray Police Chief, or Ouray County Sheriff upon request by any of the Parties.
 - c. The Victim Advocate(s) shall submit comprehensive daily time sheets to the County by the 25th of each month or whatever the policy of the County may be, if amended.
 - d. To protect the Parties from false claims, the Victim Advocate(s) shall keep a daily log of services conducted, on a form approved by the Parties.
 - e. Notwithstanding the fact that the Victim Advocate(s) is an employee of the County, the County shall not be responsible for supervision and oversight of the Victim Advocate(s) in performing his or her responsibilities for the City of Ouray or the Town of Ridgway as further defined in ¶ 6 herein, and within the Victim Advocate(s) Contract of Employment. Such supervision and oversight shall be the responsibility of the Ridgway Marshal, Ouray City Police Chief or Ouray County Sheriff, for services rendered within the respective jurisdiction.
4. **Performance Issues.** Any performance issues shall be handled as follows:

- a. For purposes of this Agreement, Supervising Parties are assigned as follows:

<u>Jurisdiction:</u>	<u>Supervising Party:</u>
Town of Ridgway	Town Marshal
City of Ouray	Police Chief
Ouray County	Sheriff

- b. Minor issues, meaning those issues warranting nothing more than an oral or written reprimand, should be brought to the attention of the Victim Advocate(s) first, by the Supervising Party (Ridgway Marshal, Ouray Police Chief, Ouray County Sheriff) in the jurisdiction where the minor issue occurred. In the event said minor issues cannot be resolved, the Ouray County Sheriff shall be contacted. Issues deemed to be minor issues according to either of the Parties shall be addressed as soon as is practical, by the designated supervisor for the Victim Advocate(s) within each municipality or County.
- c. Issues deemed to be major issues, those issues warranting more than an oral or written reprimand, by either municipality or county, and possibly requiring disciplinary action shall be subject to Ouray County's Personnel Regulations. The Supervising Party (Ridgway Town Marshal, Ouray Police Chief, Ouray County Sheriff) shall submit any information on such issues, in writing, to the Ouray County Sheriff (if outside of the County's jurisdiction), and the Ouray County Sheriff shall contact the Primary Administrator (Ridgway Town Manager, Ouray City Administrator, or Ouray County Administrator) of the participating jurisdiction for review.
5. **Fiscal Reporting.** Fiscal reporting responsibilities of the shared Victim Advocate(s) shall be as follows:
- a. Fiscal reporting shall be the responsibility of the Ouray County Sheriff's Office, subject to approval and processing by the Ouray County Administrator or designee for all revenues, payments and expenditures
6. **Job Responsibilities and Oversight.** Job responsibilities and oversight for the shared Victim Advocate(s) shall be as follows:
- a. Pursuant to grants awarded to Ouray County by the Victim Assistance Law Enforcement Board and the Colorado Department of Public Safety, Division of Criminal Justice, Victim Advocate(s) shall provide victim advocate services for the months of January through December 2023 for all Parties. Victim Advocate(s) shall provide 24/7 on-call coverage during the 2023 calendar year. The duties shall be rendered in Ouray County, Colorado, or at such other place or places and at such times as the needs of the Parties may from time-to-time dictate.
- b. On behalf of all Parties, all applicable duties as assigned by the Supervising Party shall be timely performed.
- c. The Supervising Parties shall be responsible for victim advocacy solely within their own boundaries and jurisdiction. Nothing contained in this Agreement shall place a burden or responsibility on any Party to provide services within the jurisdiction or boundaries of any other Party.
7. **Governmental Immunity and Insurance.** The Parties retain governmental immunity to the maximum extent permissible under the Colorado Governmental Immunity Act, 24-10-101, et seq., C.R.S., and other applicable law. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes and other applicable law. The Parties shall, without waiving any governmental immunity protections to which they and their officials or employees are

entitled under C.R.S. 24-10-101, et seq., to obtain adequate insurance to cover the liability and other risks to which they may be exposed as a result of the services to be provided pursuant to this agreement, if either of the Parties does not already have such insurance, and to maintain such insurance throughout the term of this agreement.

8. **Term-Withdrawal.** The term and withdrawal provisions applicable to this Agreement are as follows:
 - a. This Agreement shall be for a period of one (1) year commencing January 1, 2023 and ending December 31, 2023.
 - b. This Agreement may administratively renew for additional subsequent annual terms, subject to the appropriation and availability of funding, and subject to the agreement of the Parties to additional annual renewal(s). The County Administrator shall provide notice of requested annual renewal(s) to the City Administrator and Town Manager and on or before December 15 of each calendar year beginning in calendar year 2023. The approval, including any terms and conditions of any such renewal(s) by both all Parties, shall be secured in writing, and authorized on behalf of the Parties by the County Administrator, City Administrator, and Town Manager. As part of any annual renewal, the Parties shall specify any mutually-agreed upon modifications to this Agreement necessary to accomplish the Services identified herein, including any updated financial requirements. At their discretion, the County Administrator, City Administrator, and Town Manager may also submit an annual renewal to that Parties' governing body for approval.
 - c. Any Party may withdraw from participation in this agreement at any time by providing written notice to the other Parties, at least thirty (30) days prior to the desired date of withdrawal.
9. **Amendments.** This agreement shall not be modified or amended in any manner except by written instrument executed by the Parties.
10. **Waiver.** The waiver of any breach of any of the provisions of this agreement, by either Party, shall not constitute a continuing waiver of any subsequent breach by that Party, either of the same, or of another provision of this agreement.
11. **Severability.** Invalidation of any of the provisions of this agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance, shall not affect the validity of the remainder of this Agreement.
12. **No Third-Party Beneficiaries.** Nothing expressed or implied in this agreement is intended or shall be construed to confer upon, or to give any person other than the Parties hereto, any right, remedy or claim, under or by reason of this agreement.
13. **Entire Agreement.** This agreement contains the entire and only agreement between the Parties, regarding the employment of the shared Victim Advocate(s) and no oral statements or representations regarding this matter that are not contained in this agreement shall be of any force or effect between the Parties.
14. **Governing Law.** This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
15. **Dispute Resolution.** In the event a disagreement or dispute arises between the Parties, the matter shall be submitted to mediation. The mediation shall be conducted by one mediator selected by the Parties who will share the costs equally.

16. **Assignment.** No Party shall assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of all the Parties.
17. **Approval and Ratification.** This Agreement may be initially executed by the Ouray County Sheriff, Ouray Police Chief, and Ridgway Town Marshal, but is subject to approval and ratification by the Parties' governing bodies pursuant to C.R.S. § 29-20-105. This Agreement may be executed in counterparts, electronically or otherwise, which shall be fully binding upon the Parties.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this agreement effective the date first above written.

TOWN OF RIDGWAY:

Shane Schmalz, Town Marshal
Date Signed:_____

John Clark, Mayor
Date Signed:_____

Attest:

Pam Kraft, Town Clerk

CITY OF OURAY:

Jeff Wood, Police Chief
Date Signed:_____

Ethan Funk, Mayor
Date Signed: _____

Attest:

Melissa Drake, City Clerk

OURAY COUNTY:

Chair, Board of County Commissioners
Print Name: _____
Date Signed:_____

Attest:

Harlan Thompson, Deputy Clerk

Justin Perry, Sheriff
Date Signed: _____

AGENDA ITEM #9



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

To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: January 5, 2023
Agenda Topic: **Consideration of appointment to the Home Trust of Ouray County Board of Directors**

SUMMARY:

The Home Trust of Ouray County (Home Trust) has requested Town of Ridgway representation on its Board of Directors. The Home Trust is a registered 501(c)(3) non-profit organization created to develop and manage permanently affordable housing for Ouray County residents through homeownership and rental opportunities. The mission of the Home Trust is to “grow an inclusive, economically diverse community by providing permanently affordable housing and housing-related resources to modest income households in Ouray County through the stewardship of community assets.”

RECOMMENDED MOTION:

“I move to appoint _____ to represent the Town of Ridgway on the Home Trust of Ouray County Board of Directors.”

AGENDA ITEM #10

AGENDA ITEM #11

STAFF REPORT

Subject: Update on the 2023 Annual Election

Initiated By: Pam Kraft, MMC, Town Clerk

Date: January 5, 2023

The annual election in 2023 will be held on Tuesday, April 4th. Three councilmember seats will become vacant on that date, all to serve two year terms.

The three council seats which will become vacant are currently held by Councilors Kroger, Lakin and Meyer. Councilor Kroger was elected for a one year term in April of 2022, which was created due to the resignation of Angela Ferrelli in January of 2022.

A notice and call for candidates will be published and posted during the week of January 23rd. The nomination period will begin on Monday January 30th and close on Friday February 17th. All persons interested in running for office should contact the Town Clerk during this time frame to receive a nomination petition.

AGENDA ITEM #12