

Ridgway Town Council
Regular Meeting Agenda
Wednesday, September 13, 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/84500556271?pwd=VHRnMW1pdVBsNXhxd1hqMHM2TkZ0Zz09>

Meeting ID: 845 0055 6271

Passcode: 673999

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 consultation with the Town Attorney and 24-6-402(4)(e) for matters subject to negotiation regarding the Town's possible purchase of water rights.

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 August 9, 2023.
2. Minutes of the Workforce and Affordable Housing Committee from August 28, 2023.
3. Register of Demands for September 2023.
4. Renewal of restaurant liquor license for Land and Ocean Restaurant.
5. Renewal of liquor store license for High Spirits Liquor.

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

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

6. Proclamation declaring September 2023 as National Suicide Prevention Awareness and Recovery Month - Jamie Hurst, Tri-County Health Network.

7. Presentation from Dirty Sturdy's Mountain Compost - Mark Sturdevant, Dirty Sturdy's Mountain Compost.
8. Annual presentation from EcoAction Partners regarding programs, projects and initiatives, and request for funding - EcoAction Partners.
9. Annual presentation from San Miguel Power Association regarding programs, projects and initiatives - Alex Shelley, San Miguel Power Association.
10. Annual presentation from Uncompahgre Watershed Partnership regarding programs, projects and initiatives, and request for funding - Tanya Ishikawa, UWP Communications Director.

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

11. Introduction of Ordinance No. 06-2023 Granting a Franchise to San Miguel Power Association, Inc., to Operate an Electric Power Utility within the Town of Ridgway and Fixing the Terms and Conditions Thereof - Town Attorney.
12. Introduction of Ordinance No. 07-2023 Amending Section 6-2 of the Ridgway Municipal Code Concerning Floodplain Management Regulations and Adopting Updated Flood Insurance Study and Flood Insurance Rate Map - Town Manager.
13. Review and action on Agreement to Purchase Water Rights - Town Attorney.

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.

14. End-of-Season Report on weed management activities in Ridgway - Julie Kolb, Ouray County Vegetation Management.
15. Town Manager's Report.

EXECUTIVE SESSION The Town Council will enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(4)(f) for discussion of a personnel matter concerning the Town Manager's annual performance evaluation.

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 FUSE - 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
Home Trust of Ouray County - 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, October 4, 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
AUGUST 9, 2023

CALL TO ORDER

The meeting was held both in person and via 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 Grambley, Kroger, Lakin, Schuyler, Thomas, Mayor Pro Tem Meyer and Mayor Clark in attendance.

CONSENT AGENDA

1. Minutes of the Regular Meeting of July 12, 2023.
2. Register of Demands for August 2023.
3. Renewal of Restaurant Liquor License for Provisions.
4. Liquor license name change for Star Saloon to The Million Roadhouse.

ACTION:

It was moved by Mayor Pro Tem Meyer, seconded by Councilor Grambley and unanimously carried to approve the consent agenda.

PUBLIC COMMENTS

Ruth Stewart encouraged the Town to solicit a "larger grocery store" to locate into Town.

PUBLIC REQUESTS AND PRESENTATIONS

5. Proclamation honoring Mike Jenkins for his years of service to the Town

The Mayor read a proclamation honoring Mike Jenkins for 32 years of service to the Town; proclaiming August 10th Mike Jenkins Day; and encouraging the public to thank him and wish him well on his retirement.

A slide presentation of photos taken over the years was displayed, along with fourteen of the awards Mr. Jenkins won over the years for heavy equipment operation.

6. Update from Ouray County Public Health Agency

Tanner Kingery, Director of Ouray County Public Health, presented an update about the recent Cyclospora outbreak from fresh produce delivered into the region; wastewater surveillance program testing; and offering of vaccinations.

There were questions from the Council.

POLICY MATTERS

7. Resolution No. 23-11 Submitting to the Electorate a Question Seeking Authority to Increase the Lodging Tax

Staff Report from the Town Manager dated 8-1-23 presenting a proposed resolution which would place a question related to an increase in lodging tax on the ballot at the November 7th Coordinated Election.

Town Manager Neill reported at a meeting in June the Council directed staff to submit a Notice of Intent to the County Clerk to participate in the November coordinated election; prepare a ballot title and content for Council consider to increase the lodging tax to six percents with a 50% of the proceeds going to tourism promotion and 50% to affordable housing; and include early childhood care and education as an eligible expenditure along with affordable workforce housing.

The Town Attorney explained the proposed ballot question was submitted to an attorney that specializes in TABOR related ballot question compliance, and she recommended a modification to the proposed question.

There were questions by Council to staff and it was agreed to make the recommended changes to the ballot question.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Kroger to approve Resolution No. 23-11 Submitting to the Electorate of the Town of Ridgway, during a November 7, 2023 Special Municipal Election to be Held with a Coordinated Election, a Question Seeking Authority to Increase the Lodging Tax; Setting the Ballot Title and Content for the Ballot Issue; and Providing Other Matters Relating Thereto, with edits as discussed, thereby referring a local lodging tax ballot question to the November 7, 2023 Coordinated Election. On a call for the vote, the motion carried unanimously.

8. Intergovernmental Agreement with City of Ouray and Ouray County for Proposition 123 Affordable Housing Commitments

Staff Report dated 8-1-23 from the Town Manager presenting an Intergovernmental Agreement (IGA) pertaining to Proposition 123 affordable housing commitments.

Manager Neill explained several hundred million dollars for affordable housing will become available due to the enactment of Proposition 123 by the voters in 2022. Funds may be granted or loaned to specific types of organizations, including local governments. The Town is eligible to receive funding if a commitment is made above a baseline amount; and a commitment was made on July 26th, and accepted by the State agencies. Baseline amount commitment is to increase by three percent each year, for a three year period, ending on December 31, 2026 he noted. Municipalities and Counties can enter into agreements to take partial credit for increases in affordable housing, if the sum of the total units does not exceed the total number of units produced through the collaboration. He presented an IGA which would allow the Town, City of Ouray and County to establish a regional partnership which would allow each jurisdiction to receive partial credit towards respective growth requirements. The Towns baseline amount is 109, which would equate over a three year cycle to ten newly constructed or converted affordable units.

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

ACTION:

Mayor Pro Tem Meyer moved to approve the Intergovernmental Agreement between the Town, City of Ouray and Ouray County for Proposition 123 Affordable Housing Commitments. Councilor Thomas seconded and the motion carried unanimously.

9. Marshals Department Overtime Policy

Staff Report dated 8-2-23 from the Town Manager and Marshal requesting reclassification of Deputies in the Marshals Department to non-exempt positions.

The Town Manager explained recently the Town discovered a period of non-compliance with the Fair Labor Standards Act as it provides to overtime exemption for law enforcement employees in relation to more than five employees working within a workweek. To ensure compliance, staff is recommending the Town waive the overtime exemption and reclassify Deputies in the Marshals Department to non-exempt, making them eligible for overtime pay.

Marshal Schmalz presented statistical data from 2020 to present, representing call outs which may cause the use of overtime. The hours reflected on-scene time only, and did not reflect drive time for officers that are off duty and responding from home.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Schuyler and unanimously carried to adopt the Marshals Office Overtime Policy and direct staff to proceed with the reclassification of the Deputies within the Marshals Office to non-exempt, eligible for overtime.

10. Request to change fifth Deputy Marshal position from part-time to full-time

Staff Report dated 8-2-23 from the Town Manager and Marshal asking for consideration of changing the fifth Deputy Marshal position from regular part time, to regular full time.

Manager Neill noted currently the Marshals Office consists of four full time officers and one part time officer. This works with scheduling and shift coverage until instances of paid time off, training or other unexpected shift changes, which requires a split shift by an officer to cover 24 hours and work 10 out of the 24 hours. With an increase in calls for service, and the need to allow the Marshal to better address administrative tasks and data tracking, staff is recommending the regular part time deputy position be changed to a regular full time position.

ACTION:

Councilor Schuyler moved to change the regular, part-time deputy position to a regular, full-time deputy position. Councilmember Lakin seconded, and the motion carried unanimously.

11. Update and discussion regarding the Ridgway Wetterhorn Homes Project

Memorandum dated 8-9-23 from Ross Valcez with Impact Development Services presenting an update on the affordable housing application process for Wetterhorn Homes.

The Town Manager updated the Council on the Wetterhorn affordable housing project, and reported three homes are still available to applicants who do not require an exemption. The application for final plat on the project will be heard by the Planning Commission at the end

of the month and will then we sent to the Council. The anticipated date for receipt of Certificates of Occupancy is the end of October. He noted the Town has been invited to participate in the project and purchase one of the available homes for employee housing needs.

There was discussion by the Council. It was agreed the next time the Workforce and Affordable Housing Committee meets changes to the affordable housing regulations and guidelines should be discussed.

12. Special event permit for use of parking lot for electric vehicle demonstration

Dave Jones with the Town's Sustainability Advisory Committee, explained the group is planning to hold an electric vehicle "ride, drive, demonstration" on September 16th from 10:00 am to 2:00 pm and are requesting to use the south parking lot at Hartwell Park for the event.

ACTION:

Councilmember Schuyler moved, Mayor Pro Tem Meyer seconded, and it was unanimously carried to approve the application for right-of-way use for the electric vehicle demonstration on September 16th.

MISCELLANEOUS REPORTS

Manager Neill presented an update to the strategic plan for 2023; a proposed budget preparation schedule; and highlighted some items contained in the monthly Managers Report.

Councilor Kroger commented on the Parks Committee; the Mayor on the Region 10 Board; Councilmember Lakin on the CC4CA Conference; Councilor Thomas presented an update on the Sustainability Committee.

EXECUTIVE SESSION

The Town Attorney asked the Council to enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(4)(b) for consultation with the Town Attorney and 24-6-402(4)(e) for matters subject to negotiation regarding the Town's possible purchase of water rights.

ACTION:

Councilor Kroger moved to enter into Closed Session, Councilmember Grambley seconded, and the motion carried unanimously.

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

The Council reconvened from closed session at 8:00 p.m.

ADJOURNMENT

The meeting adjourned at 8:00 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

MINUTES

WORKFORCE AND AFFORDABLE HOUSING COMMITTEE

AUGUST 28, 2023

The Town Council acting in its capacity as the Workforce and Affordable Housing Committee convened for a meeting at 5:30 p.m. in the Ridgway Community Center at 201 N. Railroad Street. The meeting was held both in person and via Zoom Meeting, a virtual meeting portal, pursuant to the Town's Electronic Participation Policy.

In attendance John Clark, Kevin Grambley, Polly Kroger, Beth Lakin and Terry Schuyler. Russ Meyer and JT Thomas were absent.

Town Clerk's Notice of Meeting dated August 23, 2023.

1. Request for exception from Ridgway Wetterhorn Homes Affordable Housing Regulations and Guidelines

Ross Valdez, with Impact Development Services, acting as the third party administrator of the affordable housing lottery and deed restriction process for Ridgway Wetterhorn Homes, presented a memorandum dated 8-28-23 with an exception request from Alisha Brieske.

The Town Manager noted there are 14 affordable housing units within the project site, and after completion of the initial sales lottery process, 11 homes are under contract for sale. The project administrator waited five weeks to allow locals that did not require an exception to apply to purchase, and during that time one purchaser came forward and is requesting an exception to the regulations.

Mr. Valdez explained applicant Alisha Brieske is requesting consideration of an exception to Ridgway Wetterhorn Homes Affordable Housing Regulations and Guidelines 3.1.1.1 Qualified Employee. The applicant does not meet the requirement of employment in the R-2 School District, but has demonstrated 10 years of continuous residency in the region. He stated he is recommending the Committee consider approval based on the fact that during the five week period when exceptions could be requested, this was the only application received.

There were questions from the Committee to Mr. Valdez.

Applicant Alisha Brieske addressed the Committee and explained she wishes to become a part of the community.

It was noted by the Committee the applicant does not live or work in Ouray County, and the Committee made a commitment through the use of tax dollars to help subsidize the project, to provide housing for residents of the Town, and County. There was discussion by the Committee members. There were questions from the Committee to Mr. Valdez regarding advertising the available homes, and barriers to completion of the project.

ACTION:

Moved by Member Lakin based upon the findings of fact, grant an exception to the applicant Alisha Brieske, from Guidelines 3.1.1.1. Qualified Employee to the physical performance of employment in the School District boundaries, conditioned upon the following: the exception is granted for a limited time and should the applicant not close on a Ridgway Wetterhorn Housing Units pursuant to the Guidelines within ninety days of today's date, the exception shall be null and void; should applicants employment status change between today's date and the closing.

applicant is required to notify Administrator of such change within five days of said change.
Committee member Schuyler seconded the motion, which carried unanimously.

2. Request to consider delegation of authority to Administrator to approve Minimum Work Standard exceptions for Ridgway Wetterhorn Homes deed restricted units

Memorandum dated 8-24-23 from Lois Major, Counsel to Rural Homes LLC, requesting consideration of creating a protocol for a temporary delegation of authority to approve exceptions to the Ridgway Wetterhorn Deed Restriction Covenant and Guidelines.

Mr. Valdez explained in order to find buyers for the remaining units, the Administrator and developer (Ridgway Homes LLC) are requesting the Committee authorize the Administrator the ability to grant exception requests to applicants who meet the requirements of the Covenant and Guidelines except that work standard maybe performed outside the Ridgway School District.

There were comments by the Committee and it was agreed that exemptions should be received from residents within Ouray County, not just the Ridgway School District boundaries, but in an attempt to assist in getting the remaining homes sold, consensus was to allow the Administrator the authority to approve minimum work standard for applications residing in Ouray, Montrose and San Miguel Counties, until December 31, 2023.

ACTION:

Moved by Member Lakin, seconded by Member Grambley and unanimously carried to delegate authority to the Administrator to approve Minimum Work Standard exceptions for Ridgway Wetterhorn deed restricted units with the following conditions: applicants meet all the requirements of the Covenant and Guidelines, except the Minimum Work Standard; applicant meets the Minimum Work Standard outside the Ridgway School District; applicants work in Ouray County.

ACTION:

Member Lakin moved, Member Schuyler seconded to delegate authority to the Administrator to approve exceptions for Ridgway Wetterhorn deed restricted units with the following conditions: applicant meet all the requirements of the Covenant and Guidelines, except minimum work standards; applicant meets the Minimum Work Standard outside the Ridgway School District; applicants work in Ouray County; applicants work in Montrose County; applicants work in San Miguel County; said assignment of authority shall expire on December 31, 2023. On a call for the vote the motion carried unanimously.

ADJOURNMENT

The meeting adjourned at 6:00 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
SEPT 2023

Name	Memo	Account	Paid Amount
Kim's Housekeeping LLC		Alpine-Operating Account	
	Aug 2023	778PO1 · Space to Create Meeting Room	-280.00
	Aug 2023	779POO · Janitorial Service - parks	-1,092.00
	Aug 2023	779PO1 · Janitorial Services - cntr/thal	-364.00
	Aug 2023	545GOO · Janitorial Services	-364.00
TOTAL			-2,100.00
Rocky Mountain Ice		Alpine-Operating Account	
	ice - show #3	781POO · Events & Festivals	-210.00
	ice - show #4	781POO · Events & Festivals	-150.50
TOTAL			-360.50
Deeply Digital LLC		Alpine-Operating Account	
	new phone system	571GOO · Office Equipment Purchase	-1,400.86
	new phone system	671GO2 · Office Equipment Purchase	-100.00
	new phone system	871GO3 · Office Equipment Purchase	-678.00
	new phone system	971WOO · Office Equipment Purchase	-400.00
	new phone system	971SOO · Office Equipment - Purchase	-400.00
TOTAL			-2,978.86
City of Delta		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-23.00
TOTAL			-23.00
Montrose Water Factory, LLC		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-29.31
		732POO · Supplies & Materials	-29.31
		932SOO · Supplies & Materials	-29.31
		932WOO · Supplies & Materials	-29.32
TOTAL			-117.25
Grand Junction Winwater		Alpine-Operating Account	
	PRV main water leak	931WOO · Maintenance & Repairs	-810.52
TOTAL			-810.52
Ferguson Waterworks		Alpine-Operating Account	
	mete parts	988WOO · Taps & Meters	-21.60
TOTAL			-21.60
Sunset Automotive		Alpine-Operating Account	
	battery - F150	761POO · Vehicle & Equip Maint & Repair	-184.95
TOTAL			-184.95

Town of Ridgway
Register of Demands
SEPT 2023

Name	Memo	Account	Paid Amount
Grand Junction Media, Inc		Alpine-Operating Account	
	ad - deputy marshal	527GOO · Personnel - Recruitment/Testi...	-236.00
TOTAL			-236.00
Mountain Market		Alpine-Operating Account	
		553GOO · Meetings & Community Events	-76.69
		532GOO · Creative/Main Street Program	-118.66
TOTAL			-195.35
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-32.89
		915SOO · Dues & Memberships	-32.90
TOTAL			-65.79
International Code Council Inc		Alpine-Operating Account	
	ICC 2023 - 2025	522GOO · Dues & Memberships	-272.00
TOTAL			-272.00
Intermountain Controls Nichols...		Alpine-Operating Account	
	pneumatic actuator - plant	931WOO · Maintenance & Repairs	-384.96
TOTAL			-384.96
Christopher J Bolane		Alpine-Operating Account	
	Aug 2023	914WOO · Consulting & Engineering Ser...	-5,161.50
	Aug 2023	914SOO · Consulting & Engineering Servs	-1,720.50
TOTAL			-6,882.00
CIRSA		Alpine-Operating Account	
	deductable Gottorff claim	520GOO · Insurance (Property/Casulty)	-1,000.00
TOTAL			-1,000.00
Black Hills Energy-Broadband		Alpine-Operating Account	
		783PO1 · Broadband Station	-16.44
TOTAL			-16.44
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-38.94
TOTAL			-38.94

Town of Ridgway
Register of Demands
SEPT 2023

Name	Memo	Account	Paid Amount
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-27.44
TOTAL			-27.44
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-6.22
		642GO2 · Utilities	-6.22
		942SOO · Utilities	-6.22
		942WOO · Utilities	-6.23
TOTAL			-24.89
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - c cntr/t hall	-11.28
		842GO3 · Utilities	-11.28
		542GOO · Utilities	-11.28
TOTAL			-33.84
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-11.28
		942SOO · Utilities	-11.28
		942WOO · Utilities	-11.28
TOTAL			-33.84
Verizon Wireless		Alpine-Operating Account	
		741POO · Telephone	-61.02
		943SOO · Telephone	-135.48
		943WOO · Telephone	-112.82
		843GO3 · Telephone	-203.40
		532GOO · Creative/Main Street Program	-40.68
		543GOO · Telephone	-91.36
		643GO2 · Telephone	-61.02
		552GOO · GIS Mapping - admin	-10.01
		952SOO · GIS Mapping - sewer	-10.00
		952WOO · GIS Mapping - water	-50.02
		830GO3 · Computer	-200.05
TOTAL			-975.86
Green Seal LLC		Alpine-Operating Account	
	705 N. Laura St	524GOO · Reimbursable Bonds & Permits	-120.00
TOTAL			-120.00
Green Seal LLC		Alpine-Operating Account	
	709 N. Laura St	524GOO · Reimbursable Bonds & Permits	-120.00
TOTAL			-120.00

Town of Ridgway
Register of Demands
SEPT 2023

Name	Memo	Account	Paid Amount
Green Seal LLC		Alpine-Operating Account	
	707 N. Laura St	524GOO · Reimbursable Bonds & Permits	-120.00
TOTAL			-120.00
Axel Stanley - Grossman		Alpine-Operating Account	
	498 Marion Overlook	524GOO · Reimbursable Bonds & Permits	-2,500.00
TOTAL			-2,500.00
Habitat for Humanity of the San...		Alpine-Operating Account	
	702,704,706 N. Laura St.	524GOO · Reimbursable Bonds & Permits	-764.00
TOTAL			-764.00
Kristin Arnold		Alpine-Operating Account	
	377 N. Laura St	524GOO · Reimbursable Bonds & Permits	-600.00
TOTAL			-600.00
Bruin Waste Management		Alpine-Operating Account	
	second pickup Aug 2023	742PO1 · Utilities - c cntr/t hall	-637.20
TOTAL			-637.20
Debra Overton		Alpine-Operating Account	
	reimb. for retirement party	553GOO · Meetings & Community Events	-91.10
TOTAL			-91.10
Pureline Treatment Systems		Alpine-Operating Account	
	Sept 2023	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00
Community Planning Strategie...		Alpine-Operating Account	
	Aug 2023	513GOO · Planning Consulting	-3,177.50
TOTAL			-3,177.50
Hartman Brothers Inc		Alpine-Operating Account	
		661GO2 · Vehicle & Equip Maint & Repair	-9.07
		961SOO · Vehicle & Equip Maint & Repair	-9.07
		961WOO · Vehicle & Equip Maint & Repair	-9.08
TOTAL			-27.22

Town of Ridgway
Register of Demands
SEPT 2023

Name	Memo	Account	Paid Amount
Caselle Inc		Alpine-Operating Account	
		914SOO · Consulting & Engineering Servs	-164.50
		914WOO · Consulting & Engineering Ser...	-164.50
TOTAL			-329.00
Federal Express		Alpine-Operating Account	
	radar	862GO3 · Radio & Radar Repair	-76.68
TOTAL			-76.68

AGENDA ITEM #6



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: September 8, 2023
Agenda Topic: Proclamation declaring September 2023 as Suicide Prevention Awareness Month

SUMMARY:

The Town Council is asked to consider adopting the attached Proclamation declaring September 2023 as "Suicide Prevention Awareness Month". Jamie Hurst with Tri-County Health Network will attend Wednesday's meeting to provide more information about Suicide Prevention Awareness Month and the work of Tri-County Health Network.

PROPOSED MOTION:

"I move to adopt the Proclamation declaring September 2023 as Suicide Prevention Awareness Month in the Town of Ridgway."

ATTACHMENT:

Proclamation



TOWN OF RIDGWAY, COLORADO OFFICIAL PROCLAMATION

A Proclamation Declaring September 2023 as Suicide Prevention Awareness Month

WHEREAS, September 2023 is Suicide Prevention Awareness Month, when millions of people around the world join their voices to share a message of hope and healing; and

WHEREAS, World Suicide Prevention Day, which took place on September 10, 2023, is recognized internationally and supported by the World Health Organization; and

WHEREAS, suicide is the 12th leading cause of death in the United States, the 2nd leading cause of death among children and teens ages 10-14, and the 3rd leading cause of death among individuals between the ages of 15 and 24 (National Alliance on Mental Illness (NAMI)); and

WHEREAS, in the United States over 48,183 people died by suicide in 2021, equivalent to one death every 11 minutes (Centers for Disease Control and Prevention (CDC)); and

WHEREAS, suicide rates increased 37% between 2000 and 2018, decreased 5% between 2018 and 2020, and returned to their peak rate in 2021 (CDC); and

WHEREAS, it is estimated that in 2021, 1.7 million adults attempted suicide (CDC); and

WHEREAS, in 2021, suicide was the 8th leading cause of death in Colorado (CDC); and

WHEREAS, in 2021, Colorado had the 6th highest suicide rating of states in the United States - 1,384 people died by suicide in Colorado (CDC); and

WHEREAS, over 90% of the people who die by suicide have experienced symptoms of a diagnosable and treatable mental health condition, although often that condition was not recognized or treated (NAMI); and

WHEREAS, organizations such as Tri-County Health Network are dedicated to saving lives and bringing hope to those affected by suicide through research, education, advocacy, and resources for those who have lost someone to suicide or who struggle, and urge that we:

1. Recognize suicide as a preventable national and state public health problem and declare suicide prevention to be a priority.
2. Acknowledge that no single suicide prevention program or effort will be appropriate for all populations or communities.
3. Address the disparity in access to mental healthcare for underserved and underrepresented groups, and advocate for ending these disparities.
4. Fund new suicide research to support culturally-informed and evidence-based mental health care and services.
5. Encourage initiatives based on the goals contained in the Colorado-National Collaborative for Suicide Prevention.
6. Promote awareness that there is no single cause for suicide, and that suicide most often occurs when stressors exceed the coping abilities of someone struggling with a mental health condition.
7. Develop and implement strategies to improve and increase access to quality mental health, substance abuse, and suicide prevention services and programs.
8. Continue advocacy to ensure we can reimagine a comprehensive suicide, mental health, and substance use crisis response system that builds on the historic new 988 number for the Suicide and Crisis Lifeline.

THEREFORE, BE IT RESOLVED that we, the Ridgway Town Council, do hereby recognize the month of September 2023 as “Suicide Prevention Awareness Month” in the Town of Ridgway.

Dated this 13th day of September 2023

By: _____
John Clark, Mayor

Attest: _____
Pam Kraft, Town Clerk

AGENDA ITEM #7



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

To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: September 8, 2023
Agenda Topic: **Presentation from Dirty Sturdy's Mountain Compost**

SUMMARY:

Mark Sturdevant from Dirty Sturdy's Mountain Compost will attend Wednesday's Council meeting to provide an update on the local composting services that Dirty Sturdy's provides.

AGENDA ITEM #8



ECOACTION PARTNERS **Ridgway**

2023 Program Update & 2024 Funding Request

September 2023

Emma Gerona, Executive Director



Memo

To: Preston Neil, Ridgway Town Manager
From: Emma Gerona, EcoAction Partners
Date: September 6th, 2023
Re: EcoAction Partners 2024 Funding Request

Mission Statement:

EcoAction Partners tracks regional greenhouse gas emissions and coordinates programs that reduce energy and waste.

EcoAction Partners would like to thank the Town of Ridgway for your commitment towards lowering Greenhouse Gas emissions and your generous support of our organization in this goal. The Town of Ridgway has demonstrated unwavering leadership, reducing energy consumption of government operations and leading the way for the community to do the same. EcoAction Partners continues to engage residents & businesses in programs that support Ridgway's commitment to strive towards carbon neutrality.

To support the facilitation of our program areas in partnership with the Town of Ridgway, we are requesting \$6500. This funding allows EAP to successfully track and analyze regional and Ridgway community greenhouse gas emissions and energy use, administer EAP programs throughout Ridgway, provide technical expertise to support staff, support community waste program opportunities including grant application assistance, and other ongoing support to accomplish regional energy and waste reduction goals.

Looking ahead, we are excited to further our work with the Town of Ridgway emission reduction efforts through our collaborative programs, including facilitation of the Sneffels Energy Board, implementation of the regional Climate Action Plan, CARE IQ Weatherization, Green Business Membership, Truth or Dare, and waste reduction programs. We look forward to continuing our support of and participation in the ROCC CEC, ZEBRA and Ridgway Sustainability committees. We are committed to supporting the Town of Ridgway in achieving your sustainability goals and continuing to expand these opportunities and programs to historically underserved populations within our communities. We are excited to continue this incredibly important work as we look forward with renewed energy and direction in our mission to reduce energy and waste in our region.

We look forward to continuing our work with the Town of Ridgway going forward. Thank you very much for your 2023 support, participation in EAP programs, and consideration of EcoAction Partners' 2024 funding request.



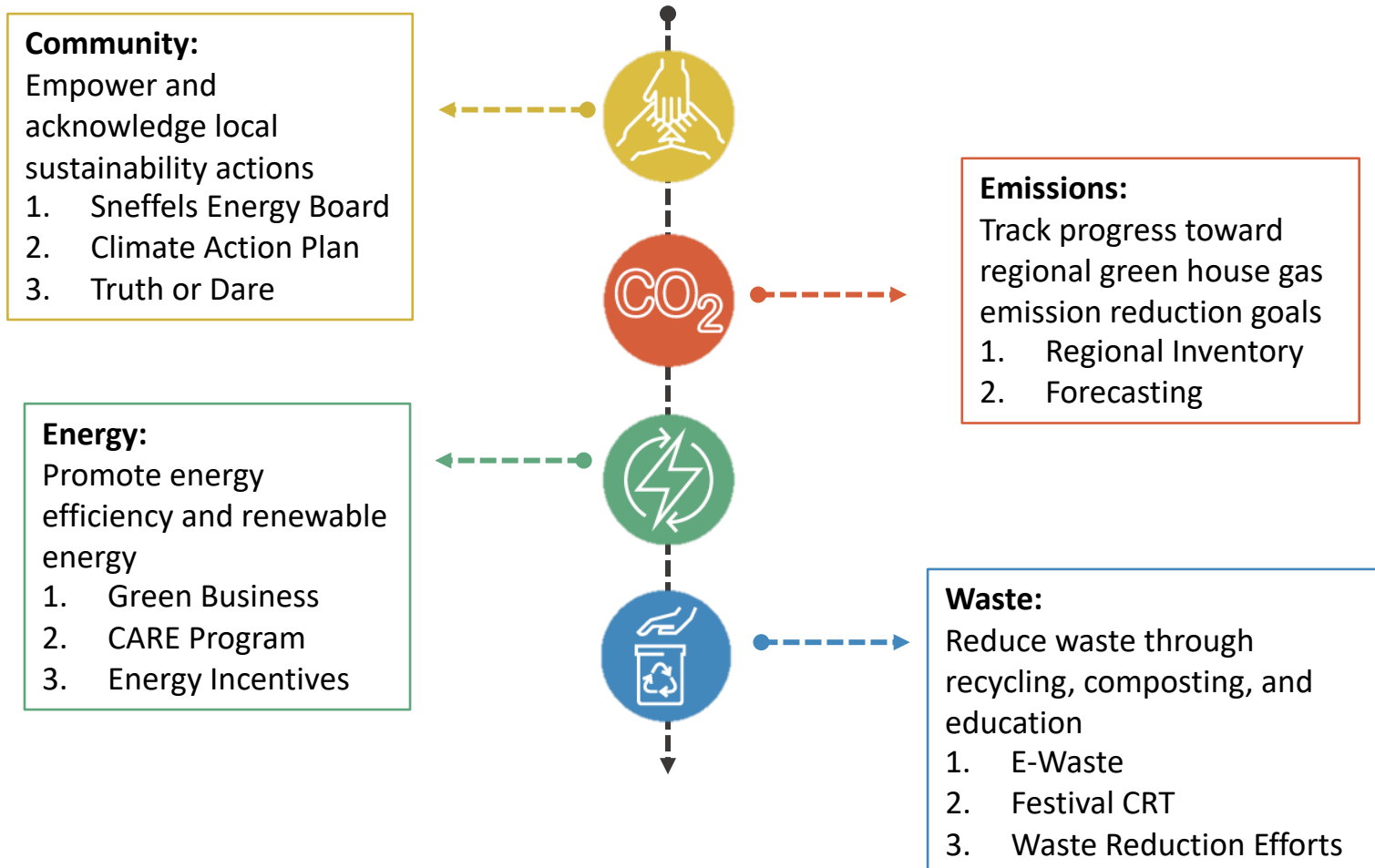
Mission Statement:

EcoAction Partners tracks regional greenhouse gas emissions and coordinates programs that reduce energy and waste.

Introduction

EcoAction Partners has been thrilled to continue our programming in 2023! We are so happy to be hosting and attending summer events and festivals and sharing incredibly engaging conversations with community members. We were thrilled to host work sessions with each of our regional partners to support Climate Action Plan implementation and are happy see a growing number of actions from the CAP that are already underway. We are focused on continuing to support the renewable energy and beneficial electrification transition with electric vehicle readiness planning, partner support for new State and Federal funding through the IRA, and ongoing focus groups. We want to thank the Town of Ridgway for your ongoing support of our organization and commitment towards a more sustainable future for our region, and we are excited for another great year of sustainability initiatives!

The following report details EcoAction activities for each of our program areas through August 2023.



Intro: The Sneffels Energy Board was created in 2009 to support collaborative efforts in our remote and rural region as we collectively face the changes associated with climate change. The board brings together local leaders to coordinate climate planning, community engagement, project implementation, and policy change at the local and state levels. The Sneffels Energy Board is made up of government and community representatives from San Miguel, San Juan, and Ouray counties, the towns of Ridgway, Ophir, Norwood, Telluride, Mountain Village, Silverton, the city of Ouray, as well as utility partners San Miguel Power Association, Black Hills Energy, along with key community group representatives. Partners of the board regularly meet to share best practices, design successful regional programs, leverage grant funding, identify new opportunities and analyze progress made to date.

2023 Update: The board entered 2023 with a big goal on their hands: begin to implement the Climate Action Plan. Meetings have been focused on funding and program development from the actions identified in the CAP.

During our first quarterly meeting in January, we heard from Luke Cartin of Mountain Towns 2030. He shared key experiences from Park City around their net zero goals and EV public transit system. We discussed the economic value of carbon footprints and the value in monetary data connected to emissions. EAP is looking into translating our inventory in this way to support further public engagement on emission reduction efforts.

During our May meeting, we heard from Paul Scharfenberger with the Colorado clean energy fund on mission-based investing and tariff-on-bill pay programs. We discussed CAP action tracking, SMPA proposed rate changes, and several new grant opportunities SMPA and EAP are pursuing. The meeting focused on the renewable transition and how each of the SEB board members can work together as we face the changes that will come along with the shift to a cleaner energy grid. Our August meeting focused on land use action and nature-based solutions.

EcoAction along with other members of the SEB have joined the Mountain Towns solutions project which brings together mountain communities to build collaborative climate programming, share resources, and strategies. We have attended worksessions in this project focused on buildings and electrification, zero waste, transportation, clean energy, nature-based solutions and deployment.

We look forward to ongoing collaboration and discussion as the year progresses.

Climate Action Plan



Intro: The Regional Climate Action Plan was completed by EcoAction Partners and the Sneffels Energy Board in 2021. The plan is meant to be a working roadmap for climate action across the next decade in San Miguel and Ouray Counties. The plan focuses on 8 key sectors, identifying 21 objectives and 74 actions to support our region in reaching our emissions reduction goals while promoting economic and social sustainability for our communities. Each sector in the CAP explores the greenhouse gas reduction potential, co-benefits (economic, environmental, public health and safety, equity and resiliency), timeline, and key community partners.



2023 Update: After a full year in 2022 of outreach and engagement we updated the plan with key feedback from the community to ensure the plan fairly represents the diverse needs and challenges faced by our region. With these updates in place, we sought formal adoption from each of the participating governments and are thrilled to announce that all eight SEB governments have formally adopted the plan. This is an incredible step towards affirming our regional commitment to implementing environmentally sustainable actions

We are excited to shift gears to focus on implementation of the actions within the CAP. We developed an accountability planning tool that will be utilized to update key stakeholders on participating partners, estimated timeline, and action status. The tool allows for a central location for EAP to track progress toward the goals across the eight sectors of the CAP, including differing implementation strategies and timelines across our region. We completed worksessions with each key stakeholder to update the tool, and identify areas where EcoAction can help with education, outreach and program development. These worksessions were helpful in identifying and prioritizing individual jurisdiction goals and needs for short term action implementation. We are so thankful to each of our partners who took the time to walk through the details of 1–3-year planning specifics for each of the 8 sectors in the CAP.

In 2022 we launched a new Renewable Energy and Beneficial Electrification League (REBEL) to bring together energy experts to discuss a successful energy transition. We hosted the first 2023 meeting in February. We heard presentations from the Rico Geothermal Coalition on potential geothermal projects and SMPA on the benefits of microgrids. Our April REBEL meeting focused on SMPA rate changes and the challenges utilities face as we add more solar to the grid. At the June meeting, we dove deeper into the impacts of potential SMPA rate changes, increased net metered systems, and microgrid projects. These meetings have been incredibly useful to the energy experts in our region as we face immense changes to our energy industry with an increase in electrification and renewable efforts. EAP has been working with key regional partners including the Telluride Foundation, Region 10, West End Economic Development Committee, SMPA, local solar providers and contractors to support the workforce development that is necessary for our region to reach our beneficial electrification and renewable goals. We will continue to work with these partners to provide training and education resources and connect residents with available contractors. EcoAction's Energy Specialist recently sat on the Colorado Energy Code Board. She is working closely with our regional governments to help implement building energy code updates including EV and PV ready amendments. This update will support the infrastructure needed to successfully support the electrification transition.

We are wrapping up the development of a regional Electric Vehicle Readiness Plan, one of the actions identified in the CAP, and a necessary step to open new State and Federal funding channels for our partners. We were thrilled to work with a Western Master's of Environmental Management student to support this process. Through the development process they conducted regional stakeholder engagement meetings, funding and infrastructure research. We have started working with a graphic designer to ensure the plan will be a public facing document that will be well utilized by our community partners. We supported a Ride & Drive event in Mountain Village in June and are supporting another event in Ridgway on September 16th. The first regional taskforce meeting to support an efficient EV transition across the region was hosted on July 12th. EAP plans to complete the plan in 2023 and looks forward to supporting our regional partners with implementation next year.

In Partnership with SMPA we created a new staff position at EcoAction to bring funding to the region to support the energy related efforts from the CAP. Our Energy Coordinator supported SMPA to submit four Micro Grid Resiliency Planning grants to help develop solar projects in Rico, Ophir and Ridgway. We received all four of these planning grants and are working with SMPA to implement these grants, support community outreach related to these efforts and identify construction funding for each of the projects. Through this partnership we also received an award to bring Silverton and San Juan County into the SEB and regional CAP and identify electrification and renewable projects in their county. We look forward to expanding our regional collaborative efforts. Our grant team with SMPA continue to research new funding opportunities from the IJJA, IRA and other sources and are mapping out a timeline for upcoming applications.



Truth or Dare

Intro: An elective school program, Truth or Dare challenges students to significantly reduce their carbon footprint and conserve resources. Students are invited to participate in “dares” such as unplugging electric gadgets when not in use, using reusable containers and turning off lights when leaving the room. Students earn points for each sustainably dare they do while also learning the “truths” associated with them. We are able to calculate the GHG reduction associated with each dare and award the top students who reduce the most GHG emissions throughout the challenge.

2023 Update: The program ran in April in the Telluride Intermediate school across 3rd - 6th grades. The program was presented to 150 students with 40 participating in the challenge. These students completed 3,651 actions, saving ~5,800+ lbs. co2e, with 1,000+ pieces of trash picked up and 150 hours spent outside.

Our Educational Coordinator is working to update the curriculum to integrate grade level specific curriculum and engaging learning activities to be in line with Colorado science standards. We look forward to running the program this fall with the new curriculum in place!



This summer EcoAction also taught classes with the Wilkinson Public Library, Sheep Mountain Alliance, and Telluride Academy. It has been great to work with students in many settings on understanding concepts around carbon footprints, renewables, human impact and so much more, of course all while enjoying solar oven baked cookies or s’mores!

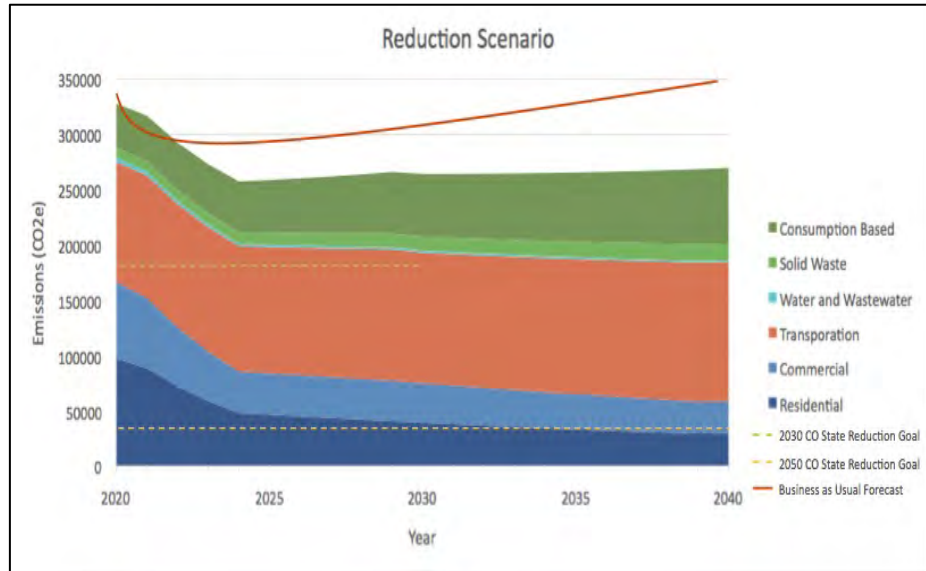
Regional Greenhouse Gas Inventory

Intro: EAP has tracked the region’s greenhouse gas inventory since 2010 with the beginning of the Sneffels Energy Board. We utilize ICLEI’s ClearPath inventory tool to conduct our analysis and forecasting and continue to work closely with ICLEI staff to improve our GHG inventory.

2023 Update: As we wrap up the 2022 inventory, we are seeing similar emissions trends to 2021. The transition to ICLEI’s ClearPath software in 2020 has been beneficial by providing us an updated calculation methodology consistent with other communities and additional tools for analysis and forecasting. We are working with ICLEI staff through this transition in order to fully understand and clearly communicate the calculation differences that impact our baseline 2010 calculations and tracking of GHG emission trends. Next year, we will have 3 years of consecutive data in the ClearPath software, and we will report in more detail on the status of our regional emissions.

Forecasting: Through this process EcoAction also looks at forecasted emissions if our population and tourism economy are to continue to grow as expected. This forecast includes the combined effects of both high-level and localized reduction strategies, including EV adoption, conversion of residential and commercial spaces from natural gas heating to electric heat pumps or boilers, improved building energy codes, and increased renewables in our energy supply mixture. This pathway shows we can significantly reduce our GHG emissions associated with both residential and commercial energy use.

However, if our tourism economy continues to grow at the current pace, we will need to implement creative comprehensive policies and actions in order to reduce our emissions associated with buildings, transportation and material consumption to reach our goals.



Green Business Program



Intro: The green business program is a membership program creating a sustainable business community while reducing greenhouse gas emissions. Member businesses get access to a plethora of resources and receive customized support to achieve their sustainability goals. We can support a business by conducting an energy assessment walkthrough and working on a customized action plan tailored to their sustainability goals. We provide members with free materials including smart thermostats and plugs, aerators and more! Green business members have access to our in-house weatherization support for a highly discounted hourly rate for bigger projects including air sealing, installing insulation and more!

2023 update:

Our team has been hard at work with several businesses across the region to support weatherization upgrades, rebate applications, and project consultation. We worked with Jagged Edge and the WPL to conduct energy savings calculations from the actions they have implemented while members of the GB program. We shared these to social media channels and our newsletter to highlight all their hard work. We have conducted six energy audits, installed LED bulbs, analyzed individual meter use, shared heat pump resources, implemented a restaurant composting program, and developed a student project for waste streams. We are working on a small solar project for the Lee ski hill in Ouray, expanding exposure for heat pump services with Grizzly air, and developing a sustainability guide for the AhHaa classrooms. We continue to work with the statewide GB network to share up to date resources for program members and are working closely with several large hotels in Mountain Village to support large hotel electrification upgrades and funding resources.

Our staff is focusing on re-engaging our current members to ensure they have the resources needed to meet their sustainability goals. This includes one-on-one member check-ins, rebate support, additional educational materials and more.

Our annual Green Business Roundtable event was held on June 7th at the Wilkinson Library back patio and was a great success. We had a great turn out and productive conversations around the Climate Action Plan, rebate and incentive opportunities, composting challenges and opportunities and so much more! We look forward to continuing these valuable conversations with our Green Business members.

Current List of Green Business Members

The following businesses have taken steps to identify, prioritize, and successfully complete energy efficiency improvements, waste reduction practices, and conservation measures.



Colorado Affordable Residential Energy Program (CARE)

Intro: The CARE income qualified weatherization program offers free weatherization and efficiency upgrades for households under 80% of the area median income. The program helps promote a more safe and comfortable living environment for our income qualified residents. We have addressed gas leaks, heating issues, insulation, new refrigerators and more. Participants typically experience a dramatic decrease in their utility bills, which makes a huge difference for folks who are often living paycheck to paycheck.

2023 Update:

So far this year, EcoAction Partners has served 22 homes, has 8 in progress and 7 in queue. As of the end of July, we have changed 207 light bulbs which lowered energy used by 8000 watts. With the air sealing of these homes, we have reduced the amount of air leakage by 13% or 5,592 cfm (cubic feet per minute), which results in reduced energy usage. We have insulated 7 water heaters, installed 7 low flow fixtures, and 3,036 sq ft of crawl space and attic insulation. We have also replaced 8 refrigerators and 2 furnaces. We are also piloting a new beneficial electrification portion of the program with funding from SMPA to support the installation of an air source heat pump!

Our AmeriCorps VISTA member continues support equitable outreach for the program. In early March and again in June, she attended the senior citizen lunch in Nucla to connect with residents and share information about the program. Our staff at EAP continues to work to ensure that those who will benefit most from this program are able to access it. We look forward to continuing this incredibly important program next year. We need to thank Energy Outreach Colorado, SMPA, and BHE for their generous support of this program.



2022 Year-End Results


37
 Homes serviced


\$116,000
 In weatherization upgrades


28
 Tons of estimated annual CO2 savings

Energy Incentives

Intro: EcoAction Partners has worked to understand the breadth of incentives, rebates and grant programs available to our region from IRA and IIJA funds and other sources. Our staff works hard to stay up to speed on what is available and how to apply to support ease of access for individuals, businesses and governments in the region.

2023 Update: We have updated our website with a comprehensive [residential](#) and [commercial](#) incentive guide to support this process. We continue to educate our partners on what is available and how to apply.

We continue to administer the Telluride Green Grant program to support Telluride residents and businesses in pursuing projects that will reduce emissions. We support applicants through the grant process, including working with 2023 awardees to ensure smooth project reporting and implementation, developing the 2024 application documents, marketing, energy & GHG reduction calculations, and supporting the grant committee through the selection process.

EcoAction also supports the SMPA efficiency rebate program. We have continued to educate stakeholders on what is available and how to apply through the new online platform. We are so grateful for the resources provided by our local utility and look forward to continuing to support access to this funding source.



SMC E-Waste Clean Up

Intro: EcoAction works with San Miguel County and Alpine bank to coordinate bi-annual electronics waste recycling events. This key community event provides a crucial waste stream for hard to recycle materials!

2023 Update: EcoAction Partners coordinated the Spring Electronics Waste Recycling in conjunction with spring clean-up events in Telluride, Mountain Village, and Norwood on May 19th and 20th with 3RTS and had over 575 cars drop off electronics at the event! We collected 32,265 lbs. (Telluride - 26,100, Mountain Village – 815, Norwood – 5,350) of electronics to be recycled. We were excited to bring back the used gear swap to this year's event to provide outdoor gear to our marginalized community members in partnership with the Telluride Mountain Club!

The fall E-waste events are planned for October 6th and 7th.

Festival Partnerships (CRT)

Intro: EcoAction works with festivals and events to support the goal of 100% composting of organic waste. We support festivals with staff and volunteer training, vendor staff and ordering support, and campground support.

2023 Update: EcoAction was thrilled to be back the the Telluride Bluegrass Festival this June. We supported their CRT operations, donations to the local food banks after the festival, and hosted an educational booth at the Harmony Green. We educated festival attendees on regional programming, played a carbon footprint game, and baked solar oven cookies. We saw 50% diversion rates among festival grounds and all campgrounds. These numbers were lower than usual, but extreme weather led to festivarians disposing of more large landfill items such as broken EZ-Up tents which take up a large volume compared to compostable cups for example. Outside of the crazy weather, we upcycled 16.5 lbs. of plastic film, donated 1,471 lbs. of food and 39 gallons of liquid to the local food pantries.

We supported Jazz festival with their CRT operations and are awaiting final numbers from Bruin. From Jazz we donated 404 lbs. of food and 5 gallons of liquid to the food pantry. We look forward to supporting Blues and Brews this September.



Waste Reduction Efforts

Intro: EcoAction staff continue to stay up-to-speed on the best methodologies and programs for community composting and promote existing composting programs that already serve our community through the [composting resources](#) page on our website.

2023 update: We are working closely with San Miguel County on the exciting grant they received to support education and outreach efforts as new composting opportunities come to our region. In August we hosted a Cooking and Compost workshop to help people reduce food waste where its being made, in the kitchen! We talked about what is compostable, different composting methods, and how to reduce your food waste to start with, by cutting efficiently, making a stock bag and more! We are planning additional workshops for later this year and look forward to continuing to engage community members on composting opportunities and benefits.

EAP is communicating with our partners and making other progress toward the planning of various composting programs to support the projects in being grant ready. We supported the Town of Ophir on an application for the CDPHE mini-grant cycle. If successful the grant will allow Ophir to repurpose their old composting systems for other regional partners, and upgrade to a system that could act as a pilot for the other communities in our region. We will continue to support regional stakeholders with composting projects as they arise.

EcoAction's Plastic Film Program was put on hold at the beginning of the year when our program partner City Market stopped upcycling plastic film. We have worked closely with key stakeholders to restart the program and are exploring opportunities to buy a baler and step up the capacity of the program in a big way. We are working with Trex, Bruin, and the SEB to identify funding to grow the program to be able to upcycle enough plastic for Trex to offer free pick-up services for our region.

In March, we partnered with the Environmental Protection Agency to conduct a waste sort event to complete a years long project hoping to understand the waste habits as they relate to our tourism economy. We recruited brave staff and volunteers to sort waste for a full week into 22 categories to better understand what is being thrown away and how educational interventions can make a difference in reducing waste volumes. The Colorado Sun wrote a great [article](#) about the event, gaining statewide traction. The EPA has provided an initial draft [report](#) summary on the results from the study. We look forward to using these results to implement changes in our community to help address the challenges associated with visitor waste behaviors.

We had a blast sponsoring and supporting the Telluride Ecology Commission's Trash Bash community clean up event this May. Over 60 volunteers attended the clean up and collected over 520 lbs. of trash!



ECOACTION PARTNERS

Wrap Up!

We are so grateful for all of our partners in supporting our programming and efforts in reducing our regional greenhouse gas emissions, energy and waste. We are thrilled to bring the Climate Action Plan to our region and support the next decade of collaborative climate planning and implementation. We look forward to continuing our programming and supporting triple bottom line solutions as we address the adverse effects of climate change in our community. Our programs are meant to respond to climate change in a way that not only mitigates risk, but creates new opportunity for residents, businesses, and visitors. We are excited to approach the next year of collaboration and innovation in our field and look forward to continuing our partnership with the Town of Ridgway.



Thank You To Our Partners

Town of Ridgway
Ouray County
San Miguel County
Town of Ophir
Town of Norwood
Town of Telluride
City of Ouray
Town of Mountain Village
Town of Silverton
San Juan County

Environmental Protection Agency
San Miguel Power Association
CCAASE
Energy Outreach Colorado
Black Hills Energy
Telluride Foundation
West End Pay It Forward Trust
Alpine Bank
Telluride Bluegrass



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: September 8, 2023
Agenda Topic: **Annual presentation from San Miguel Power Association**

SUMMARY:

Alex Shelley with San Miguel Power Association (SMPA) will attend Wednesday's Council meeting to update Council on SMPA's programs, projects and initiatives.

AGENDA ITEM #10



P.O. BOX 392, RIDGWAY, CO 81432 • 970-325-3010 • UNCOMPAHGREWATERSHED.ORG

September 8, 2023

Ridgway Town Council
P.O. Box 10
Ridgway, CO 81432

Dear Ridgway Town Council Members:

I've said it before and I'll say it again: the board and staff of the Uncompahgre Watershed Partnership (UWP) truly appreciate the partnership with the Town of Ridgway that furthers the mission of protecting and improving watershed resources. Our nonprofit activities benefit the town in ways not duplicated by other local organizations. We are proud to work as both a catalyst and a contributor to many watershed health and awareness projects and events in collaboration with local, state and national partners. On page 2, I have provided a summary of UWP's accomplishments supported in part by the town's funding in 2023.

As we enter our 11th year of operation, UWP is requesting an allocation of \$4,000 in the 2024 Ridgway Town budget to help the organization continue making positive impacts throughout the watershed that ultimately benefit the water sources and environment of Ridgway. An explanation of the proposed uses for the funding is on pages 3 and 4.

Please feel free to contact me at tanya@uncompahgrewatershed.org or 303-819-7784 if you have any related requests or questions.

Thank you very much for considering this funding request

Sincerely,

A handwritten signature in red ink that reads "Tanya Ishikawa".

Tanya Ishikawa
UWP Executive Director



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2023 Accomplishments of Uncompahgre Watershed Partnership

Since 2007, the Uncompahgre Watershed Partnership (UWP) has worked to improve and protect the watershed of the Uncompahgre River, raise community awareness of the watershed's importance and the challenges involved in maintaining water quality and supply, and provide tangible on-the-ground benefits to the community. The UWP was incorporated as a nonprofit in 2013 and celebrated the organization's 10th anniversary in 2023.

Accomplishments in 2023 will include:

- Year-round water sampling and analysis* at six Ouray County locations and summertime sampling and analysis at five more locations as part of Colorado's River Watch program;
- Production of the annual Ridgway RiverFest* on June 24, raising awareness of watershed science and issues as well as raising a record amount of funds to support UWP's work;
- Coordination of watershed educational activities* for local students, supervising a summer intern (college student), and participation in the Youth Career & Volunteer Fair;
- Organization of three free informative guided tours* around the watershed and one community meeting for the public as part of strategic planning for future projects;
- Coordination of a peak river flow contest* with eight informative articles about how varying streamflows impact the watershed;
- Continued planning with partners for the Governor Basin mine site restoration project* upstream of the Uncompahgre River, for implementation in 2024 or after;
- Organization of annual volunteer work days along the Uncompahgre River at Rollans Park* in Ridgway, Ouray Ice Park, and Ridgway Reservoir at Ridgway State Park;
- Hosting a workshop on cheatgrass prevention at the Ouray County Event Center;
- Planning work and meetings of the Ouray County Recreation & Conservation Alliance;
- Support of the Fly Fishing Film Tour event at the Ouray County Event Center, not only raising funds for UWP's sustainable recreation projects but bringing in 200 people from a six-county area and multiple articles in several news publications;
- Successful designation as an Enterprise Zone nonprofit, giving us the ability to provide eligible donors with tax credits;
- Collaboration with local governments on a public information campaign about possible spring flooding due to higher than typical snowmelt;
- Providing written support to various agencies for other organizations' projects focused on watershed restoration and planning; and
- Providing scientific comments to various agencies for actions that impact the watershed.

**These three activities were specifically funded by Town of Ridgway dollars.*



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ITEM 1 – Ridgway River Festival 2023. Amount Requested: \$1,000

UWP organizes the annual Ridgway RiverFest in Rollans Park. The 2024 festival will be on June 29 (the fifth Saturday!). The event with no admission fee is a celebration of the Uncompahgre River Watershed and river recreation, an opportunity to educate the community and visitors about watershed health and related topics, and raise funds for our nonprofit. This festival draws hundreds of visitors and area residents to Ridgway. We are certain to entertain festival goers with the river race flotilla of kayaks, inflatables and SUPs headed down the Unc to Ridgway Reservoir, as well as the wacky Junk of the Unc race.

The RiverFest brings benefits to the Town of Ridgway such as additional visitors shopping at local businesses and learning more about what Ridgway has to offer. Nonprofit groups have an additional opportunity to get the word out with information booths. The RiverFest makes the river the focus of attention and helps build a culture attuned to the importance of the watershed and efforts to protect and improve it. The 2023 event was a great financial success, bringing in approximately \$15,000 to support our nonprofit's general operation and outreach.

Production of Ridgway RiverFest is financially supported primarily by sponsorships from local businesses and individuals, other groups, and the Town of Ridgway. Most of the labor needed to stage RiverFest is volunteered, but the festival could not happen without the help of paid coordinators, entertainers, and various supplies. UWP thus requests continued support by the Town of the 2024 event with a \$1,000 sponsorship.

ITEM 2 – 2024 Watershed Education Activities and Scientific Advising. Amount Requested: \$1,500

UWP collaborates with teachers from the Ridgway School District, at the elementary, middle, and high schools, to provide equipment, educational materials, and knowledgeable volunteers. With resources developed and offered for free use by UWP, local educators can engage Ridgway's youth in understanding their local water resources and help them develop a stewardship ethic. UWP staff and education volunteers also make presentations and provide lessons about local water ecology at various events in and out of schools and for a wide range of ages. They also create other opportunities for public education about the watershed such as guided walks that provide participants with a better understanding about water resources and users.

Increasingly, UWP is being called on to provide science-based analysis and opinions in letters of support, public comments, and other documents related to proposed projects and actions that can have negative or positive impacts on the watershed. The Town of Ridgway has asked UWP to assist with reporting and planning related to its 2021 Resolution recognizing the rights of the Uncompahgre River and its Watershed. These activities require increased staff capacity for valuable contributions to the decision-making, planning and funding processes of activities of other organizations. Thus, UWP requests \$1,500 from the Town for continued support of these educational activities.



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ITEM 3 – 2024 Watershed Restoration Project Design and Water Quality Monitoring. Amount Requested: \$1,500

Through a 2023 strategic planning process, UWP has been investigating potential sites for water quality improvement projects, which will be identified before the end of the year. As part of this process, UWP hired additional scientists on a long-term contract basis. The Town's future funding will support UWP staff to do the necessary work to further plan and design projects that would be eligible for state, federal, and private grants. It will also help UWP meet matching contribution requirements and ensure successful completion of water quality improvement projects. Monitoring water quality at and downstream of the project sites will be essential to understanding the water quality improvements in subsequent years, and is often not fully funded by other grants.

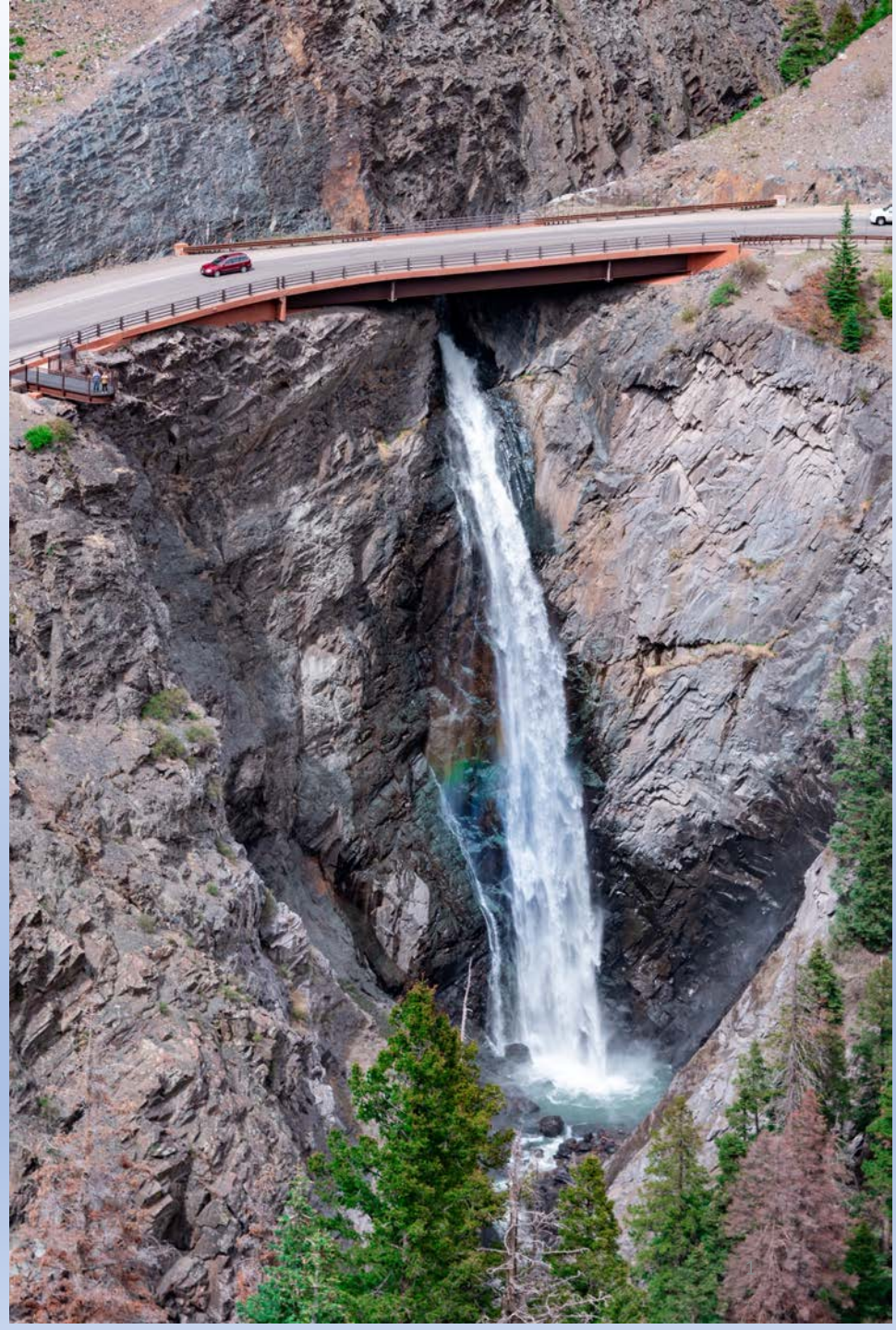
UWP will also continue its longtime collaboration with the Colorado River Watch program. The program's mission is to work with volunteer stewards, students, citizen groups, individuals, colleges and local governments to monitor water quality and other indicators of watershed health and use this high-quality data to educate citizens and inform decision makers about the condition of Colorado's waters. The UWP has been collecting water samples from the Uncompahgre River in the Town of Ridgway since 2012, and has assumed sampling responsibilities with local citizens at several additional sites on other segments of the Uncompahgre River, Dallas Creek, Cow Creek, Imogene Creek, Blue Lakes, and other high-elevation streams.

We are bringing on additional volunteers in 2024. UWP volunteers provide their time for most of the hands-on water sampling and educational activities, but overall staff coordination is essential, and UWP incurs other unfunded out-of-pocket costs for insurance, supplies and shipping the water samples for testing, which continue to increase. To help cover the growing demand for data and project design in 2024, UWP requests \$1,500 from the Town of Ridgway for water quality monitoring and to support the development of watershed restoration projects.

UNCOMPAHGRE WATERSHED PARTNERSHIP 2023 FUNDING REQUEST SUMMARY

Item	Requested Amount
1. Ridgway River Festival 2022	\$1,000
2. Watershed Education and Scientific Advising	\$1,500
3. Watershed Restoration Project Design & Water Quality Monitoring	\$1,500
TOTAL	\$4,000

UWP's
10th Anniversary
Strategic
Planning
& Stakeholder
Engagement



2007: Citizens and supporting organizations
founded the Uncompahgre Watershed
Partnership

2013: UWP was incorporated as a nonprofit.



Uncompahgre Watershed Plan

2012-13 (2018 update)

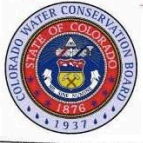
UNCOMPAHGRE WATERSHED PLAN



Uncompahgre Watershed Partnership
2013

www.uncompahgrewatershed.org

- outline issues of concern and the process for seeking out solutions
- serve as a tool that guides the community through the process of river restoration and protection
- created through an inclusive approach that supports environmental protection, economic development, and quality of life issues



Uncompahgre River Watershed

DELTA

Watershed
Protection
& Flood
Mitigation
Section

50

50

550

Montrose

Uncompahgre River

MONTROSE
OURAY

GUNNISON

Ridgway
Reservoir

Ridgway

Ouray

HINSDALE

SAN
MIGUEL

SAN JUAN



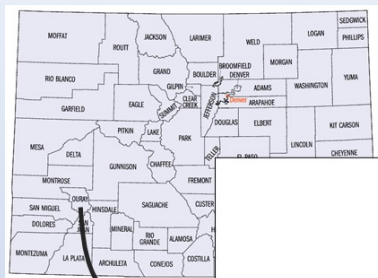
0 2.5 5 Miles



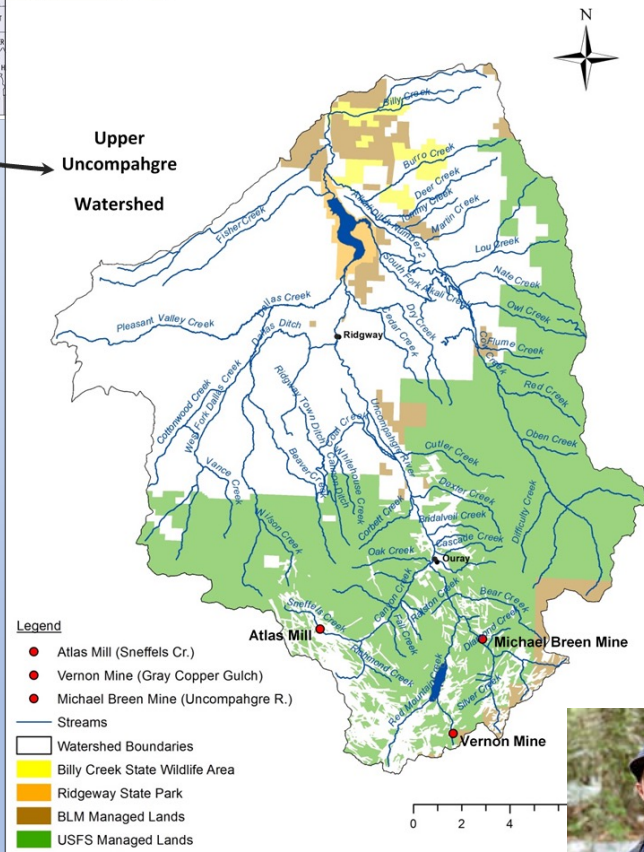
- 1,115 square miles
- 75 miles long
- Upper watershed: Hinsdale, San Juan, San Miguel and Ouray counties
- Lower watershed: Montrose, Gunnison and Delta counties

Problems Identified by Watershed Plan

- *Forecasted gaps in water supplies that may impact existing water uses.*
- *Accelerated snowmelt can cause flooding and threaten storage efficiencies.*
- **Seasonal low flows in the Uncompahgre River can temporarily reduce in-stream habitat.**
- **Segments of the Uncompahgre River and its tributaries are impaired for heavy metals.**
- Segments of the Uncompahgre River and its tributaries are impaired for selenium.
- Segments of the Uncompahgre River and its tributaries may be listed as nutrient impaired when standards are adopted.
- Lack of connectivity and trespass issues have potential to create recreation hazards and conflicts.
- *Rapid development creates new resource demands.*
- **Lack of formal stormwater management planning in rural communities.**
- **Altered sediment dynamics lead to river instability.**
- **In-stream and riparian habitat are limited.**



Upper
Uncompahgre
Watershed



Dennis Murphy



Amanda Clements



Scott Williams



Mary Menz



Gary Roberts



Arlen Huggins



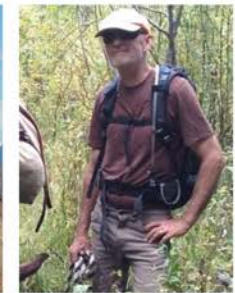
Michael Johnson



Jay Montgomery



Phil Harrold



Carl Mackey



Ashley Bembeneck



Tanya Ishikawa



Pamela Cannalite

Mission

The Uncompahgre Watershed Partnership exists to help protect and improve the natural, scenic, and economic values of the Upper Uncompahgre River Watershed



Partnerships Critical

UWP works to inform and engage all stakeholders and solicits input from diverse interests to ensure collaborative restoration efforts in the watershed.



Strategic plans: 2014-16, 2018-20, 2021-23



2024-26 Strategic Plan & 10-year Vision



2023 Schedule

**July-Aug Partner Meetings
Site Visits & Surveys**

September Public Field Trips

October Release Draft Plan

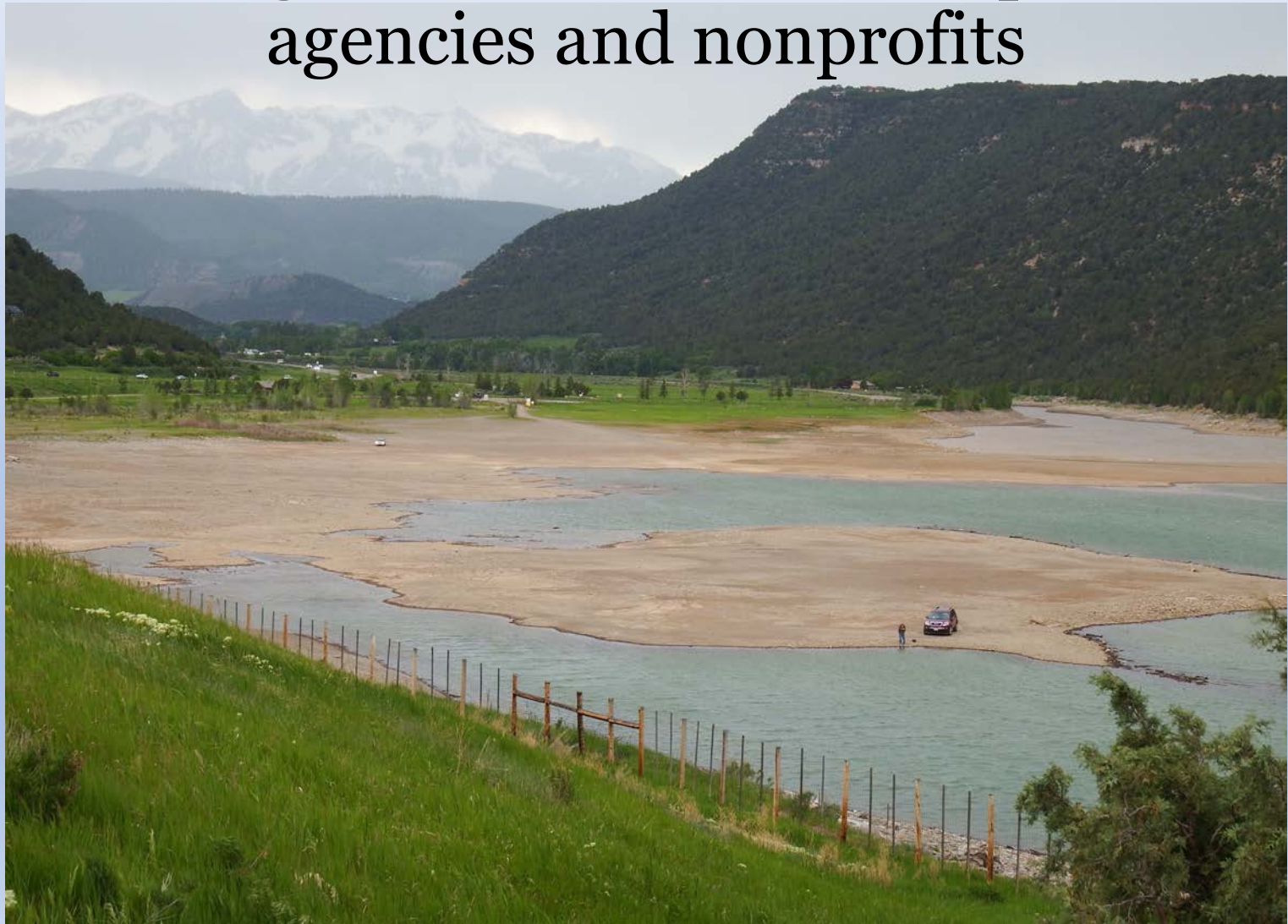
Stakeholder Mtgs

Collect feedback

**November- Finalize &
approve plan**

Meetings

- local governments, utilities, partner agencies and nonprofits



Field Trips

**Partners/
Expert Site
Visits-
July-Aug**

**Public
Field
Trips-
9/29 & 30,
10/7**



Field Trip

Friday 9/29
1:30-4:30 pm

**Watershed
Restoration
in the Upper
Unc**



Field Trip

Saturday 9/30
9:30am-12:30pm

**Water Quality
Monitoring in
the Upper Unc**



Field Trip

Saturday 10/7
9:30am-12:30pm

**Watershed
Restoration
Monitoring in
the Ironton
Area**



Watershed Survey (by 9/30) & Draft Plan Feedback (10/13-30)



**Draft Plan Review:
The Next 10 Years in the Upper Unc
Tue. 10/17, 6:30-8:30
Ouray Community Center**



Volunteer Events

**Ridgway
Reservoir
Friday 10/6**

**Love Your Gorge
Saturday 10/14**



Thank you for your time and attention.
Questions, comments, or ideas?



AGENDA ITEM #11

ORDINANCE NO. 06-2023

AN ORDINANCE OF THE TOWN OF RIDGWAY COLORADO, GRANTING A FRANCHISE TO SAN MIGUEL POWER ASSOCIATION, INC., TO OPERATE AN ELECTRIC POWER UTILITY WITHIN THE TOWN OF RIDGWAY, AND FIXING THE TERMS AND CONDITIONS THEREOF

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, as follows:

ARTICLE 1 TITLE AND DEFINITIONS

- 1.1 This Ordinance shall be known and may be cited as the “San Miguel Power Association Franchise Ordinance.” It is sometimes herein referred to as this Ordinance or Franchise.
- 1.2 For the purpose of this Franchise, the following words and phrases shall have the meaning given in this article. When not inconsistent with context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and "may" is permissive. Words not defined in this article shall be given their common and ordinary meaning.
- 1.3 “Town” refers to and is the municipal corporation designated as the Town of Ridgway, Ouray County, Colorado, a Colorado home rule municipality, and is the grantor of rights under this Franchise.
- 1.4 “Company” refers to and is San Miguel Power Association, Inc. and is the grantee of rights under this Franchise.
- 1.5 “Town Council” refers to and is the legislative body of the Town.
- 1.6 “Facilities” refer to and are all facilities reasonably necessary to provide electric service into, within and through the Town, including but not limited to substations, transmission and distribution structures, lines, wires, electrical equipment, transformers, underground lines, meters, meter reading devices, control equipment, streetlights, wires, cables and poles.
- 1.7 Public Utilities Commission” or “PUC” or “Commission” refers to and is the Public Utilities Commission of the State of Colorado or other governmental body succeeding to the regulatory powers of the Public Utilities Commission.

- 1.8 “Residents” refer to and include all persons, businesses, industry, governmental agencies, and any other entity whatsoever, presently located or to be located, in whole or in part, within the territorial boundaries of the Town.
- 1.9 “Revenues” refer to and mean those gross revenues which the Company receives from sale of electricity to Residents.
- 1.10 “Streets” refer to and are the rights of way of streets, alleys, viaducts, bridges, roads, lanes, public utility easements, and other public rights-of-way in the Town, excluding any such property which is not legally available for the use thereof by the Company. “Within the Streets” shall mean upon, above, under, across, along and within said Streets.
- 1.11 “Public Utility Easement” is any easement dedicated on a subdivision plat, dedicated to, or owned or controlled by the Town or dedicated to the public, which is legally available for Facilities, by its terms.
- 1.12 “Franchise Fee” is defined in Section 4.1(B) of Article 4.

ARTICLE 2

GRANT OF FRANCHISE

2.1 Grant of Franchise.

- (A) The Town hereby grants to the Company, for the period specified, subject to the conditions, terms, and provisions contained in this Franchise, a non-exclusive right, and the Company hereby assumes the obligation to furnish, sell, and distribute electricity to the Town and to all Residents of the Town. Subject to the conditions, terms, and provisions contained in this Franchise, the Town also hereby grants to the Company a non-exclusive right, and the Company hereby assumes the obligation, to acquire, construct, install, locate, maintain, operate, and extend into, within and through the Town all Facilities reasonably necessary to furnish, sell, and distribute electricity within and through the Town. The Town also hereby grants to the Company a non-exclusive right, and the Company hereby assumes the obligation, to make reasonable use of the Streets as may be necessary to carry out the terms of this Franchise, subject to all applicable laws, ordinances, regulations, design standards, police powers, and prior course of dealing. These rights and obligations shall extend to all areas of the Town as it is now or hereafter constituted.
- (B) The rights granted by this Franchise are not and shall not be deemed to be granted exclusively to the Company, and the Town reserves the right to make or grant a similar franchise to any other person, firm, or corporation as allowed by law.
- (C) The Town retains the right to use, control, and regulate, through the exercise of its police power, the use of the Streets; and the Town retains the right to impose such

other regulations as may be determined by the Town to be necessary in the exercise of the police power to protect the health, safety, and welfare of the Town.

- (D) Neither the Town nor the Company waives any rights under the constitution of the State of Colorado or of the United States except as otherwise specifically set forth herein.
- (E) This Franchise constitutes a valid and binding contract between the Company and the Town. In the event that the Franchise Fee specified herein is declared illegal, unconstitutional, or void for any reason by any court or other proper authority, the Company shall be contractually bound to collect and pay monthly rental fees to the Town in an aggregate amount that would be, as nearly as practical, equivalent to the amount which would have been paid by the Company as the Franchise Fee hereunder as consideration for use of the Town's Streets.
- (F) The rights and obligations provided for in this Franchise encompass street lighting service to the Town, and the provisions of this Franchise apply with full and equal force to the street lighting service provided by the Company.

ARTICLE 3 TERM OF FRANCHISE

- 3.1 Term of Franchise. This Franchise shall take effect upon its adoption and shall supersede the prior Franchise. Unless terminated in accordance with other provisions as contained herein, the term of this Franchise shall be for 15 years, or until September 1, 2038.

ARTICLE 4 FRANCHISE FEE

- 4.1 Franchise Fee.

- (A) In consideration for the Franchise rights granted herein, which provide, among other things, for the Company's use of the Streets, which are valuable public properties acquired and maintained by the Town at great expense to its Residents, and in recognition that the grant to the Company of the use of those Streets, and of the right to provide service to the Town's Residents, are valuable rights, the Company shall collect and pay the Town the sums provided in this Section. Except as specified in this Franchise, payment of the Franchise Fee shall not exempt the Company from any other lawful taxes or fees; however, the Franchise Fee provided for herein shall constitute the exclusive monetary payment by the Company to the Town for the Company's use and occupancy of the Streets except as specifically provided herein.

- (B) The Company shall collect and pay to the Town a sum of two percent (2%) of Revenues.
 - (C) A transaction or arrangement between the Company and any third party which has the effect of circumventing payment of the Franchise Fee or evasion of payment of Franchise Fee by non-collection, non-reporting, or any other means which evade the actual collection of Revenues by the Company is prohibited.
 - (D) No acceptance of payment by the Town from the Company shall be construed as an agreement that the amount paid is the correct amount, nor shall acceptance be construed as a release of any claim of which the Town may have for additional sums due and payable under this Franchise.
- 4.2 Remittance Schedule. The Company shall remit the Franchise Fee to the Town quarterly within 60 days of each calendar quarter. All payments shall be made to the Town. In the event that either the Town or the Company discovers that there has been an error in the calculation of the Franchise Fee, the error shall be corrected in the next quarterly payment; except that, in the event an error by the Company results in an overpayment of the Franchise Fee to the Town, and said overpayment is in excess of Five Thousand Dollars (\$5,000), credit for the overpayment shall be spread over the same period the error was undiscovered. If the overpayment is less than Five Thousand Dollars (\$5,000), credit shall be taken against the next payments. In no event shall the Town be required to refund any overpayment made as a result of a Company error which occurred more than three (3) years prior to the discovery of the Company error. Underpayments shall be subject to 1 ½ % interest per month until paid in full.
- 4.3 Franchise Fee Payment not in Lieu of Permit or Other Fees. Payment of the Franchise Fee by the Company is accepted by the Town in lieu of any utility occupation tax or any rental fee, for the Company's use or occupation of Town Streets, or for the installation, operation and maintenance of Company Facilities. Payment of the Franchise Fee does not exempt the Company from any other lawful tax or fee, including any fee for an excavation permit, street cut permit, or similar requirement, or sales and use taxes and general *ad valorem* property taxes.

ARTICLE 5

MODIFICATION OF FRANCHISE FEE

- 5.1 Change of Franchise Fee and Other Terms. In recognition of the length of the term of the Franchise, and in further recognition of the possibility of legislative regulatory amendments which may allow for the wheeling of electricity through the Facilities, the parties agree that in the event of such regulatory amendments, or in any unexpected event which would result in a significant decrease in the Franchise Fees the Company and the Town agree to modify the computation of the Franchise Fee in accordance with Section 16.2 of Article 16.

- 5.2 Change of Franchise Fee. Once during each calendar year of the Franchise term the Town, upon giving ninety (90) days notice to the Company of its intention to so do, may review and change the Franchise Fee the Town may be entitled to receive as a part of the Franchise. The Company shall report to the Town within 60 days of the execution of a subsequent franchise or of any change of an existing franchise, which increases the franchise fee in any other municipality to which the Company supplies electric service. If the Town decides the fee shall be changed within the Town, it shall provide for such change by ordinance.

ARTICLE 6 DISCLOSURE OF RECORDS

6.1 Town Information Rights.

- (A) The Town or its designated representative or agent, shall have access to the books and records of the Company during normal business hours upon reasonable notice for the purpose of ascertaining compliance with the terms of this Franchise. The Town may use such information for the purposes of enforcing its laws, ordinances, and regulations. Nothing herein shall exempt the Company from any other requirements regarding the production of information as provided in the laws, ordinances and regulations of the Town.
- (B) To the extent allowable by law, the Company shall supply the Town with all of the following information annually without cost to the Town:
 - (1) Annual reports, including but not limited to, its annual report to its consumers; and
 - (2) Annual financial summaries of the Revenues during the previous year; and
 - (3) The Company shall prepare and submit to the Town a map showing the location of its system, showing location, size and depth of lines, incident to the distribution system, so far as such Facilities can reasonably be projected. The map shall be updated annually and shall be delivered to the Town Clerk's office with ten (10) days of written request by the Town. If the Company fails to keep such map current and provide the required information, the Town can cause such work to be done and charge all cost thereof to the Company. The Company shall also submit the map on digital media. Such map may not be used for facility engineering or design purposes, and shall not take the place of formal line locates which shall be provided by the Company upon request.
- (C) To the extent allowable by law, the Company shall supply the Town with all of the following information upon written request:

- (1) Copies of the official minutes of Board of Directors meetings for the previous year; and
- (2) A summary of conversions and replacements within the Town which have been accomplished or are underway by the Company, if applicable; and
- (3) The Company's plans for additional conversions and replacements within the Town, if applicable; and
- (4) Copies of tariffs including but not limited to all tariffs, rules, regulations, and policies relating to service by the Company to the Town and its Residents; and
- (5) Copies of supporting documentation for the calculation of the Franchise Fee; and
- (6) An inventory of the Company's Facilities within the Town; and
- (7) Annual and long-term reports for capital improvements planned within the Town.

6.2 Enforcement of Town Ordinances. The Town may use the meter information obtained from audits for the purposes of enforcing its laws, ordinances, and regulations.

ARTICLE 7 RATES

- 7.1 General Provisions. Rates charged by the Company for service hereunder shall be fair and reasonable. The Company agrees that it shall be subject to all authority now or hereafter possessed by any regulatory body having jurisdiction to fix just, reasonable, and compensatory electric rates. The Company further agrees that the system shall be so designed, constructed, and sources of electricity utilized as to provide the most economic development and favorable rate structure possible, taking into account deliverability of electricity, economics, load profiles, and other pertinent conditions.
- 7.2 Comparable rates. For each rate category within the Company's service area, rates charged to customers within the Town shall be no higher than the lowest rates charged to the Company's customers in the same rate category, excluding franchise fees and other taxes, if applicable.
- 7.3 Rates applicable to Town Street Lighting and Town -owned facilities. Rates charged to the Town by the Company for street lighting and Town-owned facilities shall be no higher than the lowest rates charged to the Company's customers for the same rate category, excluding franchise fees and other taxes, if applicable.

ARTICLE 8 CONSTRUCTION AND DESIGN

8.1 Reliability.

- (A) The Company shall at all times take all reasonable and necessary steps to assure the adequate distribution of electricity to the Town and its Residents at the lowest reasonable cost consistent with the term of this Franchise. In addition, the Company shall operate its Facilities pursuant to the highest practicable level of service quality and reliability in providing electricity to the Town and its Residents. The Company recognizes that maintaining service reliability is a substantial obligation under this Franchise. Upon the Town's request, the Company will provide the Town copies of service reliability reports.
- (B) If the distribution of electricity to the Town or any resident of the Town is interrupted, the Company shall take all necessary and reasonable actions to restore such distribution in the shortest practicable time. If the distribution of electricity is to be interrupted due to a planned outage, except in cases of emergency outage repair, the Company shall take adequate reasonable efforts to notify its customers and the Town in advance. The Company shall keep on file in its local office copies of its Rate Schedules, Standards for Service, Rules and Regulations, and Service Connection and Extension Policies concurrently in effect or filed with the PUC or other competent authority having jurisdiction in the premises, which copies shall be made available to the Town and its Residents.
- (C) The Company shall provide to the Town telephone numbers of the Company's dispatch center that will permit the Town to obtain status reports from the Company on a twenty-four hour basis concerning interruptions of the distribution of electricity in any portion of the Town.

8.2 Obligations Regarding Company Facilities.

- (A) All work by the Company shall be done in accordance with standards set by the Rural Utilities Service, United States Department of Agriculture.
- (B) The installation, repair, or maintenance of Company Facilities shall not interfere with water facilities, sanitary or storm sewer facilities, communication facilities, or other uses of the Streets. Interference with landscaping and other natural features shall be minimized.
- (C) The Company shall promptly repair all damage to non-Company property caused by Company activities or Facilities. If such damage poses a threat to the health, safety, or welfare of the public or individuals, the Town may cause repairs to be made, and the Company shall promptly reimburse the Town for the cost of such repairs.

- (D) All non-electrical work is subject to inspection by the Town and a determination by the Town that said work has been performed in accordance with all applicable laws, ordinances, and regulations of the Town. The Company shall promptly perform reasonable remedial action required by the Town pursuant to any such inspection. It shall be a condition of the Town's approval that, for any Facility installed, renovated, or replaced after the effective date of this Franchise, the Company shall provide the Town with as-built drawings of each such Facility in such formats and providing such details as reasonably requested by the Town. Such drawings may not be used for facility engineering or design purposes, and shall not take the place of formal line locates which shall be provided by the Company upon request. Qualified Town personnel may inspect electrical work.
- (E) The installation, renovation, and replacement of any Facilities in the Streets by or on behalf of the Company shall be subject to inspection and approval by the Town as to location. Such inspection and approval may include, but not be limited to, the following matters: location of Facilities in Streets; cutting and trimming of trees and shrubs; disturbance of pavements, sidewalks, and surfaces of Streets.
- (F) The Company and all of its contractors shall comply with all applicable Town laws, ordinances, and regulations. The Company shall require its contractors working in the Streets to hold the necessary licenses and permits required by the Town and other entities having jurisdiction.
- (G) The Company shall provide, when available, as-built drawings in digital formats and providing such details as reasonably requested by the Town, of each Company Facility. Such drawings may not be used for facility engineering or design purposes, and shall not take the place of formal line locates which shall be provided by the Company upon request.

8.3 Excavation and Construction. The Company shall be responsible for obtaining all applicable permits, including any excavation, encroachment, or street cut permits, in the manner required by the laws, ordinances, and regulations of the Town. All public and private property whose use conforms to restrictions in public easements disturbed by Company construction or excavation activities shall be restored by the Company at its expense to substantially its former condition according to then existing Town laws, ordinances, and regulations.

8.4 Location and Relocation of Company Facilities.

- (A) Except as located as of the date of this Franchise, the location of the Company's Facilities shall be subject to the prior approval of the Town, shall be located to maximize the potential use of the right of way, minimize interference with the Town's use and facilities, and conform to requirements of Town standards and specifications.

- (B) If at any time the Town requests the Company to relocate its Facilities, in order to allow the Town to make any use of Streets, or if at any time it shall become necessary or convenient, because of a change in the grade, by reason of the improving, repairing, constructing, or maintaining of any Streets, by reason of traffic conditions, or public safety, or by reason of installation of any type of Town utility facilities, project or other improvement, to move or change the Company's Facilities within or adjacent to Streets in any manner, either temporarily or permanently, the Town shall endeavor to notify the Company at least 90 days in advance, except when impractical or in the case of emergencies, of the Town's intention to perform or have such work performed. The Company shall thereupon, at its cost, accomplish the necessary relocation, removal or change within a reasonable time from the date of the notification, but in no event later than three working days prior to the date the Town has notified the Company that it intends to commence its work or immediately in the case of emergencies. Upon the Company's failure to accomplish such work, the Town may perform such work at the Company's expense and the Company shall reimburse the Town within 30 days after receipt of a written invoice therefore. Following relocation, all property negatively impacted by the activities of the Company shall be restored to, at a minimum, the condition which existed prior to construction by the Company at the Company's expense, and revised as-built plans submitted to the Town.
- (C) The Town may require the relocation of Facilities which are improperly installed in a location different from that approved by the Town following the procedures set out in (B) above.
- (D) When requested by the Town or the Company, representatives of the Town and the Company shall meet to share information regarding anticipated Town projects that will require relocation of Company Facilities. Such meetings shall be for the purpose of providing both parties the opportunity to, in good faith, evaluate reasonable alternatives and/or cost saving measures in an attempt to minimize the fiscal impact upon the Company from the proposed relocation, and establish timetables with anticipated commencement and completion dates.
- (E) Following relocation, all property negatively impacted by the activities of the Company shall be restored to substantially its former condition by the Company at its expense, in accordance with then existing Town laws, ordinances, and regulations.
- (F) Relocated Facilities shall be underground, unless exempted pursuant to Article 12. The Town will not require relocation solely to cause the undergrounding of Facilities.
- (G) The Company may recover costs it incurs for relocation or undergrounding of facilities when the work was ordered by the Town pursuant to paragraphs 8.4(B) or 12.1(B)(3), through an increase in the franchise fee that is retained by the Company instead of being paid to the Town ("Recovery"). The Recovery shall be amortized

over five years without interest, or a longer or shorter period as is appropriate to avoid increases in excess of 10% of electric bills. The Company shall consult with the Town concerning an appropriate Recovery schedule but the final decision shall be the Company's. When the remaining term of this Franchise is insufficient to accommodate a reasonable amortization period, collection of the surcharge shall be automatically extended to encompass the Recovery schedule. The Company shall provide the necessary financial records to the Town to allow it to monitor such recovery. Upon receipt of an order from the Town to relocate or underground facilities, the Company shall provide a good faith estimate of the cost of such relocation or undergrounding ("Cost"). If the estimated Cost, plus the outstanding balance of any prior Recoveries, exceeds \$150,000, the Town agrees to pay the amount in excess of \$150,000. If the actual Cost causes the balance of total Recoveries to exceed \$150,000, the Town shall not be responsible for such excess, and the Recovery shall include such excess.

- (H) The Company shall report to the Town within sixty (60) days of the execution of a subsequent franchise or of any change of an existing franchise which includes terms that are more favorable to the Town than this Section 8.4.

8.5 Service to New Areas. If the boundaries of the Town are expanded during the term of this Franchise, the Company shall extend service to Residents in the expanded area at the earliest practicable time and in accordance with the Company's extension policy. Service to the expanded area shall be in accordance with the terms of this Franchise, including payment of Franchise Fees.

8.6 Town Not Required to Advance Funds. Upon receipt of the Town's authorization for billing and construction, the Company shall extend its Facilities to provide electric service to the Town for municipal uses within the Town limits or for any major municipal facility outside the Town limits, and within the Company certificated service area, without requiring the Town to advance funds prior to construction. Upon completion, the Town shall pay invoice within 30 days of receipt.

8.7 Technological Improvements.

- (A) The Company shall generally introduce and install, as soon as practicable, technological advances in its equipment and service within the Town when such advances are technically and economically feasible and are safe and beneficial to the Town and its Residents.
- (B) While maintaining flexibility in the provision of services, the Company's system shall, at all times, be no less advanced than any other system operated by the Company within the Company's service area, taking into account deliverability of electricity, economics, load profiles, and other pertinent conditions; provided, however, should an upgrade of the utility services provided to customers within the Town be requested by the Town Council, the Company shall have the right to meet, confer, and negotiate with the Town concerning the economic practicality of

such an upgrade, giving due consideration to the remaining term of the Franchise and other reasonable incentives. The Company shall submit to the Town related information upon the Town Council's request, including, but not limited to: a plan for provision of such services, or a justification indicating the reason such services are not feasible for the Company's customers within the Town. Company retains the right to make the final decision as to the technological improvements or upgrades made by the Company.

- (C) Scope of Activities Authorized By Franchise. The provisions of this Franchise apply specifically to electric services. Nothing in this Franchise precludes the Company from engaging in any other lawful activities that are not subject to franchise ordinances.

- 8.8 Renewable Power. The Company will continue with its efforts to promote power from renewable sources within the Town and will make power from renewable sources available for purchase to Town and its Residents, to the extent power from renewable sources is available to the Company.

ARTICLE 9 COMPLIANCE

- 9.1 Town Regulation. The Town expressly reserves, and the Company expressly recognizes, the Town's right and duty to adopt, from time to time, in addition to the provisions herein contained, such laws, ordinances, and regulations deemed necessary by the Town in the exercise of its police power for the protection of the health, safety, and welfare. The Company shall comply with all applicable laws, ordinances, and regulations of the Town, including but not limited to all Town building and zoning codes, and requirements regarding curb and pavement cuts, excavating, digging, and other construction activities.
- 9.2 Town Review of Plans. Prior to construction of any significant Facilities such as transmission lines and substations within the Town, or of a building or other structure within the Town, the Company shall furnish to the Town the plans and a description of the proposed location of such Facilities, building, or structure. In addition, upon request by the Town, the Company shall assess and report on the impact of its proposed construction on the Town environment. Such plans and reports may be reviewed by the Town to ensure that all applicable laws, including building and zoning codes and air and water pollution requirements, are met, that aesthetic and good planning principles have been given due consideration, and that adverse impact on the environment has been minimized. The Company shall comply with all regulatory requirements of the Town.
- 9.3 Inspection. The Town shall have the right to inspect, at all reasonable times, any portion of the Company's electric system used to serve the Town and its Residents. The Company agrees to cooperate with the Town in conducting the inspection to correct any safety issues

affecting the Town's interest in a prompt and efficient manner. Said inspection shall be performed only by qualified inspectors working under a professional engineer's license.

ARTICLE 10 USE OF COMPANY FACILITIES

- 10.1 Town Use. The Town shall be permitted to make all reasonable use of the Company's underground conduits, distribution poles and street lighting poles for any Town purpose so long as such use complies with appropriate safety codes including the Company's safety regulations. Said use shall be without cost to the Town so long as such use does not unreasonably interfere with the Company's use or future use of its Facilities or create a hazard. The Town shall be responsible for all costs, including maintenance costs, associated with any modifications to the Company's Facilities to accommodate the Town's use of such Facilities.
- 10.2 Non-Competitor's Use. The Company shall allow telecommunications companies and/or cable companies who hold a franchise or encroachment permit from the Town to utilize the Company's distribution poles and other suitable overhead structures or underground conduits for the placement of their facilities based upon the Company's joint use agreements, so long as such terms and conditions are not inconsistent with the Company's obligations under this Franchise. The Company shall not be required to assume any liability nor to be put to any additional expense in connection with any such use; nor be required to permit any such use for the distribution of electricity. No such use shall be required if it would constitute a safety hazard or would unreasonably interfere with the Company's use of the same.
- 10.3 Competitor's Use. If the Company chooses, or is required by law, to transport electricity supplied by other entities over the Company's Facilities to Town Residents, such transportation shall not be prohibited under this Franchise. The Company shall periodically report to the Town a list of all entities for which the Company is providing such transport services, and to the extent allowable by law the names and addresses of each such entity and each Town resident to whom electricity is transported, and the amount of electricity transported by the Company for each such entity. Nothing in this Franchise shall preclude the Town from collecting from such entities or Residents all applicable taxes and fees required by the Town's laws, ordinances, and regulations.
- 10.4 Emergency Use. In the case of any emergency or disaster, the Company shall, upon reasonable request of the Town, cooperate and upon mutual consent, make available its Facilities for emergency use. For purposes of this section, the terms "emergency" or "disaster" shall be defined as any period of time declared an emergency or disaster by appropriate Federal or State agencies. Such use of Company Facilities shall be of a limited duration and will only be allowed if the use does not interfere with the Company's own use of its Facilities occasioned by such emergency or disaster. Such use of Company Facilities shall comply with all safety rules and regulations of the Company. Notwithstanding the terms of Section 11.1 (B), the Town agrees to indemnify and hold

harmless the Company, its officers, employees, and insurers, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with such use, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Town, any subcontractor or the Town, or any officer, employee, representative of the Town, or which arise out of any worker's compensation claim of any employee or the Town or of any employee of any subcontractor of the Town. The Town agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Town, or at the option of the Company, agrees to pay the Company or reimburse the Company for the reasonable defense costs incurred by the Company in connection with any such liability claims or demands. The Town also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability claims or demands alleged are groundless, false, or fraudulent. The obligation of this section shall not extend to any injury, loss, or damages to the extent it is caused solely by the act, omission, error, professional error, mistake, negligence, or other fault of the Company, its officers, or its employees.

- 10.5 Trenches Available for Town Use. The Town and Company agree that it is in the best interest to the community to share and combine facilities in common trenches, ductways, or conduits. The Company and Town hereby agree to work together to see that facilities are combined to minimize impacts to the community.
- 10.6 Underground Conduit. If the Company installs new electric underground conduit or opens a trench or replaces such conduit, the Company shall provide adequate advance notice of such activity to permit additional installation of similar conduit and pull wire for the Town and other overhead users at their cost. If the Town desires to have additional similar conduit and pull wire for its use, it will so notify the Company and provide similar conduit and pull wire to the Company at the Town's expense. The Company agrees to install such conduit and pull wire for the Town, and the Town shall pay the prorated amount of the Company's actual cost attributable to installing the Town's conduit and pull wire. "Actual cost" shall not include the Company's cost of opening and closing the trench. The Company shall not be liable for any damage for this conduit and pull wire subsequent to successful installation.

ARTICLE 11

INDEMNIFICATION OF THE TOWN

11.1 Town Held Harmless.

- (A) The Company agrees to indemnify and hold harmless the Town, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands on account of injury, loss, or damage, including without limitation

claims arising from bodily injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Franchise, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Company, any subcontractor or the Company, or any officer, employee, representative of the Company, or which arise out of any worker's compensation claim of any employee or the Company or of any employee of any subcontractor of the Company. The Company agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Company, or at the option of the Town, agrees to pay the Town or reimburse the Town for the reasonable defense costs incurred by the Town in connection with any such liability claims or demands. The Company also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability claims or demands alleged are groundless, false, or fraudulent. The obligation of this Paragraph (A) shall not extend to any injury, loss, or damages to the extent it is caused solely by the act, omission, error, professional error, mistake, negligence, or other fault of the Town, its officers, or its employees.

- (B) Company hereby waives any claim for damages to its Facilities against the Town, its officers and employees, except for damages caused by the negligence, recklessness, or the specific intent of the Town, its officers, employees, representatives or contractors.
- (C) The Company agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Company pursuant to Paragraph (A). Such insurance shall be in addition to any other insurance requirements imposed by this Franchise or by law. Evidence of qualified self-insurance status may be substituted for the insurance required by this paragraph. The Company shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Paragraph (A) by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
- (D) Company shall procure and maintain the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover liability claims, demands, and other obligations assumed by the Company pursuant to Paragraph (A). In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 - (1) Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Franchise, and employers' liability insurance with minimum

limits of five hundred thousand dollars (\$500,000) each accident, five hundred thousand dollars (\$500,000) disease-policy limit, and five hundred thousand dollars (\$500,000) disease-each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.

- (2) Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate. the policy shall be applicable to premises and operations. the policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. the policy shall contain a severability of interests provision.
 - (3) Comprehensive automobile liability insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) each occurrence and one million dollars (\$1,000,000) aggregate with respect to each of the Company's owned, hired and non-owned vehicles assigned to or used in performance of the services. the policy shall contain a severability of interests provision. if the Company has no owned automobiles, the requirements of this paragraph (3) shall be met by each employee of the Company providing services to the Town under this Franchise.
- (E) The policy required by Paragraphs (D)(2) and (3) above shall be endorsed to include the Town and the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by the Company. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Company shall be solely responsible for any deductible losses under any policy required above.
 - (F) The certificate of insurance provided to the Town shall be completed by the Company's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the Town prior to any commencement of the Franchise. No other form of certificate shall be used. The certificate shall identify this Franchise and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. The completed certificate of insurance shall be sent to the Town.

- (G) Failure on the part of the Company to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of this Franchise after the Town has provided Company written notice of the failure, and 60 days thereafter to cure any failure to procure or maintain policies. Thereafter, if Company has failed to cure, the Town may terminate this Franchise, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Company to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to the Company from the Town. Termination of this Agreement will not affect the collection of applicable surcharges imposed pursuant to the provisions of Section 8.4(G).
- (H) The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Franchise, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, CRS 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the Town, its officers, or its employees.
- (I) The indemnification hereby extended shall include delay damages as that term is used in C.R.S. § 24-91-103.5 *et seq.*, as amended from time to time, or any successor law thereto, awarded against the Town in favor of contractors for damages incurred by contractors for delays experienced in the performance of public works contracts entered into with the Town; provided, however, that said indemnification shall extend only to those delays in performance of public works contracts for which the Company either agrees it is responsible or which were caused as the result, in whole or in part, of the acts or omissions of the Company in the performance of its obligations under this Franchise. Unless the Company otherwise agrees in writing, in no event shall the Company be required to indemnify the Town for any delay damages awarded against the Town unless and until a final determination has been made by a court of competent jurisdiction that the delay damages suffered by a contractor were the result of the acts or omissions of the Company acting on behalf of or within the Town's control. Nothing herein shall be construed as an acknowledgment by the parties that the Company, in exercising its rights and obligations under this Franchise, is an entity controlled by, subject to the control of or acting on behalf of the Town for the purposes of C.R.S. § 24-91-103.5, *et seq.*
- (J) In the event of litigation for a breach of this Franchise or for an interpretation of this Franchise, the prevailing party shall be reimbursed for all costs related thereto, including reasonable attorney's fees by the non-prevailing party.

11.2 Financial Responsibility. At the time of approval of this Franchise by the Town, and from time to time at the Town's request, but not more frequently than annually, the Company shall submit to the Town, as a confidential document, proof of its ability to meet its

obligations under this Franchise, including its ability to indemnify the Town as required by this article. This proof may take the form of insurance coverage, adequate funding of self-insurance, or the provision of a bond. The Company shall supply the Town with a list of its insurance companies with the types of coverage, but not levels of insurance. Said list shall be kept current by annual revisions as of January 1 during the term of Franchise. The Town may require, from time to time, and the Company agrees to provide, additional reasonable funding of the Company's indemnification obligations as a self-insured, if the Company is acting as a self-insurer. The Town, its officers, and its employees, shall be included as additional insureds as respects this Franchise on each liability or excess liability policy maintained by the Company.

ARTICLE 12
UNDERGROUNDING OF OVERHEAD FACILITIES

12.1 Undergrounding of Facilities.

(A) (1) All new or relocated Facilities, other than minor relocation of one or two poles, involving the use of poles or above ground wires are hereby prohibited within the Town, including within highway rights of way controlled by the Colorado Department of Transportation. All such Facilities shall be installed underground. This provision shall not apply to transmission lines when the Town Council after notice and hearing, as appropriate in its sole discretion, has approved a new or relocated route, with or without conditions.

(2) Existing above ground electric lines, wires and cables may be repaired or replaced overhead on existing poles, but additional wires, lines or cables shall be placed underground.

(3) Existing poles may be repaired or replaced with poles of a similar or smaller size, unless three or more poles in a line are to be replaced or relocated in which case all related Facilities shall be constructed substantially underground.

(4) These provisions shall apply on public or private property. The Company is encouraged, but not required, to install conduit with space available for rental to other parties, or to rent available conduit space from the Town or others rather than construct new excavations.

(B) Existing overhead Facilities may be converted to underground locations in any of the following alternative manners:

(1) Pursuant to the procedures of C.R.S. § 29-8-101 *et seq.*

(2) When ordered by the Town where the Town is willing to pay and assume the cost of conversion.

(3) When ordered by the Town in connection with incidental and episodic conversions associated with public improvements, such as street widening, sidewalk construction and utility construction, at the cost of Company subject to the provisions of ¶8.4.G above.

(C) The Town Council may grant a variance from the undergrounding requirements of subsection (A) above if it finds, following a hearing with published notice thereof, that the following criteria are met:

(1) (a) The relocation of existing poles and overhead wires was ordered by the Town pursuant to Subsection 8.4(B), but the Town has not ordered undergrounding pursuant to subsection (B)(3) above, and the new location is not substantially different than the existing location; or

(b) An existing 44kv or larger electrical transmission line is being

relocated to mitigate a significant safety hazard; or

(c) Undergrounding is impractical because of technical issues or unreasonable interference posed by other existing underground utilities and structures in the available ROW;

and

(2) The location of the Facilities is consistent with Subsection 8.4 and will be consistent with the public health, safety and welfare.

- 12.2 Cooperation with Other Utilities. When undertaking a project of undergrounding, the Town and the Company shall coordinate with other utilities or companies which have their facilities above ground to attempt to have all facilities undergrounded as part of the same project. When other utilities or companies are placing their facilities underground, the Company shall cooperate with these utilities and companies and undertake to underground Company Facilities as part of the same project where feasible. All parties shall pay their own costs associated with such projects.
- 12.3 Review and Planning for Undergrounding Projects. The Town and the Company shall mutually plan in advance the scheduling of approved undergrounding projects to be undertaken according to this Article as a part of the review and planning for other Company construction projects. The Town and the Company agree to meet, as required, to review the progress of the current undergrounding projects and to review planned future undergrounding projects. The Company agrees to use due diligence to see that approved undergrounding projects are, to the extent reasonably practicable, completed prior to the expiration of this Franchise.

ARTICLE 13 TRANSFER OF FRANCHISE

- 13.1 Consent of Town Required. The Company shall not sell, re-sell, transfer, assign or convey any rights under this Franchise, or the assets held by the Company for use under this Franchise which are in the public rights-of-way, to any third party, including any merger with such third party, nor undergo any corporate reorganization or other change which would result in any modification of the Company's obligations under this Franchise, without first obtaining written approval of the Town; provided, however, that this condition shall not be construed to restrict or prevent the issuance of bonds, debentures, or other evidence of indebtedness, or the issuance of additional stock, needed or useful for the purpose of financing the system or any portion thereof. Should the Company sell, assign, transfer, convey, or otherwise dispose of its rights or interests under this Franchise, including the Company's system or capacity on its system, or attempt to do so, without the proper approval, the Town may revoke this Franchise. Upon revocation, all rights and interests of the Company under this Franchise shall cease. In addition, any sale, re-sale, transfer, assignment, or conveyance in violation of this Section shall be null and void and unenforceable.

ARTICLE 14

MUNICIPALIZATION

14.1 Town's Right To Purchase Or Condemn.

- (A) The right of the Town to construct, purchase, or condemn any public utility works or ways, and the Facilities and rights of the Company in connection therewith, as provided by the Colorado Constitution and statutes, is hereby expressly reserved, and may be exercised by the Town in accordance with such statutes.
- (B) The Company understands and agrees that the right of the Town to construct, purchase, or condemn any public utility works or ways, and the Facilities and rights of the Company in connection therewith, as provided by the Colorado Constitution and the Town's home rule charter, are hereby expressly reserved, and that such right may be exercised at any time by the Town.
- (C) In the event the Town exercises its option to purchase or condemn, the Company agrees that it will continue to maintain its Facilities and to supply any service it supplies under this Franchise, in whole or in part, at the Town's request, and at the Town's cost, for up to a twenty-four month period after the Town has either purchased or condemned the Company's Facilities or alternative arrangements have been made. Both parties will exercise due diligence to wind up the affairs as soon as practical.
- (D) The Company shall cooperate with the Town by making available such records as will enable the Town to evaluate the feasibility of acquisition of Company Facilities. The Company shall not be required to conduct studies or accrue data without reimbursement by the Town, but shall make such studies if reimbursed its costs for the same. The Company shall take no action, which could inhibit the Town's ability to effectively or efficiently use the acquired Facilities.

14.2 Negotiated Purchase Price or Condemnation Award. If the Town desires to purchase Company Facilities and if the Company desires to sell such Facilities, the parties shall negotiate in good faith to determine a mutually acceptable purchase price for up to ninety (90) days; said purchase price shall exclude the value of this Franchise. If agreement is not reached, the Town and the Company reserve all rights to assert their respective positions with respect to the steps the Town would need to take to condemn Company Facilities; however, no award shall be made for the value of the Franchise.

14.3 Town-Produced Electricity. The Company understands and agrees that the Town expressly reserves the right to obtain or produce electricity for its own purposes and wholesale transactions, and the Town may exercise that such right at any time. The Company shall not curtail wholesale purchases of Town-generated electricity. The Town expressly reserves the right to engage in the production of electricity. If the Town does so, the

Company agrees to negotiate in good faith for the purchase thereof in accordance with its tariffs and applicable PUC rules and regulations, but only within the limits of its then-existing contractual limitations. Alternatively, the Company agrees to transmit the Town-generated power between the generation unit and designated end point to the extent that such transmission is feasible within the then-existing system of the Company. The Company may charge for such transmission a just and reasonable rate calculated on the basis of the Facilities actually used by it to provide this service

- 14.4 Purchase of Real Property of Company by Town. If at any time during the term of this Franchise, the Company proposes to sell or dispose of any of its real property located in whole or in part in the Town, it shall grant to the Town the right of first negotiation to purchase the same. Nothing in this provision shall preclude the Company from disposing of its real property in a timely fashion.
- 14.5 Purchase or Condemnation of Street Lighting System. The provisions of this Article apply with full and equal force to the purchase or condemnation by the Town of all or a portion of the street lighting service provided by the Company, including all or a portion of any Company owned street lighting facilities, equipment, system, and plant. The Company understands and agrees that the Town may choose to so purchase or condemn such street lighting service at any time.

ARTICLE 15

BREACH

15.1 Breach

- (A) If the Company fails to perform any of the terms and conditions of this Franchise and such failure is within the Company's control, the Town may require the Company to show cause, at a hearing before the Town Council, the reasons its rights and privileges under this Franchise should not be forfeited, or other penalties imposed as provided by this Franchise or by law. No such hearing shall be held unless the Company has first been given notice of its failure and reasonable time, not to exceed ninety days, in which to remedy the failures. If the Company does not remedy the failures, the Town council may determine, at such a hearing, whether such failure to perform and the Company's failure to remedy the same occurred, and if so, whether such failure to perform is substantial. The Town council may impose one or more of the following remedies or penalties for a substantial failure to perform:
- (1) A civil penalty of \$500 for each day or portion thereof that the failure was committed or continued. The Company understands and agrees that such liquidated damages are intended to compensate the Town for the additional efforts of the Town in administering and enforcing the Franchise, for inconvenience to Town operations and to the Residents, and loss of confidence in government and morale of the Town and its Residents when

Franchise obligations are not met. Such damages are uncertain in amount and difficult to measure and prove accurately. By this Franchise, the Company agrees that the liquidated damages specified herein are reasonable in amount and are not disproportionate to actual anticipated damages;

- (2) Forfeiture of all rights under this Franchise; or
 - (3) Any other remedies available to the Town by law.
- (B) The Town may take action to correct the failure, and the Company shall promptly reimburse the Town for the cost of such action.
- (C) In the event of judicial action taken by either party to enforce any of the terms or conditions of this Franchise, each party shall be responsible for its own attorney fees and costs associated with such action.
- 15.2 Judicial Review. Any declaration of forfeiture by the Town Council shall be subject to de novo judicial review.
- 15.3 Other Legal Remedies. Nothing herein shall limit or restrict any legal rights or remedies that the Town may possess arising from any alleged violation of this Franchise.
- 15.4 Continued Obligations. Upon forfeiture, the Company shall continue to provide service to the Town and its Residents until the Town makes alternative arrangements for such service.

ARTICLE 16 APPROVAL; AMENDMENTS

- 16.1 Approval of Franchise. The Company shall promptly file, in writing, its acceptance of this Franchise and the Franchise shall become effective.
- 16.2 Terms Impacted by Legislative and Regulatory Changes. The Town and the Company recognize that the electric utility industry is the subject of numerous restructuring initiatives by legislative and regulatory authorities. Some of the initiatives and changes may have an effect upon the terms that would be adverse to the customers within the Town or the Company. In the event of such regulatory changes, the Town and the Company may need to amend various provisions of this Franchise, and agree to negotiate in good faith in reaching such amendments.

ARTICLE 17 MISCELLANEOUS

- 17.1 No Waiver. Neither the Town nor the Company shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions, to insist upon or to seek compliance with any such terms and conditions.
- 17.2 Successors And Assigns. The rights, privileges, and obligations, in whole or in part, granted and contained in this Franchise shall inure to the benefit of and be binding upon the Company, its successors and assigns, to the extent that such successors or assigns have succeeded to or been assigned the rights of the Company.
- 17.3 Third Parties. Nothing contained in this Franchise shall be construed to provide rights or remedies to third parties.
- 17.4 Representatives. The Company and the Town shall designate the persons to whom notices shall be sent regarding any action to be taken under this Franchise. All Notice shall be in writing and forwarded by mail or hand delivery to the persons and addresses as stated below, unless changed by written notice given to the other. Until change is made, notices shall be sent as follows:
- To the Town:
TownManager
PO Box 10
201 N. Railroad St.
Ridgway, CO 81432
- To the Company:
CEO/General Manager
PO Box 1150
720 N. Railroad St.
Ridgway, CO 81432
- 17.5 Severability. Should any one or more provisions of this Franchise be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall enter into good faith negotiations and proceed with due diligence to draft a substitute term which will achieve the original intent of the parties.
- 17.6 Entire Agreement. This Franchise constitutes the entire agreement of the parties with respect to the matters contained herein and supersedes any and all prior written or oral negotiations, correspondence, understandings and communications with respect to this Franchise.
- 17.7 Construction and Enforcement. Colorado law shall apply to the construction and enforcement of this Franchise. The parties agree that venue for any litigation arising out of this Franchise shall be in the District Court of Ouray County.
- 17.8 Other Franchises. In the event the Company becomes subject to Franchise or ordinance terms of another municipality or regulations of a county significantly more advantageous

to the municipality or county, the Town may enact similar provisions by ordinance.

TOWN OF RIDGWAY, COLORADO

By _____
John I. Clark, Mayor

CERTIFICATE OF TOWN CLERK

The foregoing Ordinance was introduced at a meeting of the Ridgway Town Council on _____, 2023, published by title thereafter, and adopted by a majority vote at a meeting on _____, 2023.

(SEAL)

Town Clerk

AGENDA ITEM #12



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: September 8, 2023
Agenda Topic: **Introduction of Ordinance No. 07-2023 Amending Section 6-2 of the Ridgway Municipal Code Concerning Floodplain Management Regulations and Adopting Updated Flood Insurance Study and Flood Insurance Rate Map**

SUMMARY:

A final flood hazard determination has been made for Ouray County and the incorporated areas (i.e., Town of Ridgway and City of Ouray), in compliance with Title 44, Chapter I, Part 67, Section 67.11, Code of Federal Regulations (CFR). The statutory 90-day appeal period that was initiated for our community when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed flood hazard determinations for our community in the Ouray County Plaindealer has elapsed. FEMA did not receive any appeals of the proposed flood hazard determinations or submittals regarding the Preliminary Flood Insurance Study (FIS) report and Flood Insurance Rate Map (FIRM) during that time.

Accordingly, the flood hazard determinations for our community are considered final. The final notice for flood hazard determinations are going to be published in the Federal Register as soon as possible. The FIS report and FIRM for our community will become effective on January 11, 2024.

Prior to the effective date, the Town is required to adopt the new FIS and FIRM, and to adopt floodplain management regulations that meet the standards of 44 CFR Part 60.3(d) of the National Flood Insurance Program regulations.

Attached for Council's review and consideration is an ordinance that would amend the Ridgway Municipal Code to incorporate the new FIS/FIRM.

RECOMMENDED MOTION:

"I move to approve first reading of Ordinance No. 07-2023 Amending Section 6-2 of the Ridgway Municipal Code Concerning Floodplain Management Regulations and Adopting Updated Flood Insurance Study and Flood Insurance Rate Map."

ATTACHMENT:

Ordinance No. 07-2023

**TOWN OF RIDGWAY, COLORADO
ORDINANCE NO. 07-2023**

**AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO
AMENDING SECTION 6-2 OF THE RIDGWAY MUNICIPAL CODE CONCERNING
FLOODPLAIN MANAGEMENT REGULATIONS AND ADOPTING UPDATED FLOOD
INSURANCE STUDY AND FLOOD INSURANCE RATE MAP**

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

WHEREAS, as part of the Town’s participation in the National Flood Insurance Program, the Town is required pursuant to state and federal regulation to incorporate certain floodplain provisions in its municipal ordinances; and

WHEREAS, Federal Emergency Management Agency (FEMA) has produced a new Flood Insurance Study (FIS) and Floodplain Insurance Rate Map (FIRM) for the entire geographic area of Ouray County, Colorado, including the Town of Ridgway; and

WHEREAS, FEMA has issued a final determination adopting an updated FIS and FIRM for the Town of Ridgway with an effective date of January 11, 2024; and

WHEREAS, the Ridgway Town Council has determined that the Ridgway Municipal Code must be amended to incorporate the new FIS/FIRM; and

WHEREAS, the amendments to the Ridgway Municipal Code enacted by this ordinance meet state and federal requirement, and will improve safety for persons and property in the Town.

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

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

Section 2. Amendment to Section 6-2-6 – Adoption of Maps and Study. Section 6-2-6 of the Ridgway Municipal Code is hereby repealed and reenacted to read as follows:

6-2-6 ADOPTION OF MAPS AND STUDY

- (A) The Flood Insurance Study for Ouray County, Colorado and Incorporated Areas, dated January 11, 2024, together with the Flood Insurance Rate Map, dated January 11, 2024, and any revisions hereto, as prepared and promulgated by the Federal Emergency Management Agency are hereby adopted and designated for use in the enforcement and administration of these regulations. The Flood Insurance Study and the accompanying FIRMs are on file in Ridgway Town Hall, located at 201 N. Railroad St., Ridgway, Colorado 81432.
- (B) The Building Official shall interpret the exact locations of the boundary of the floodway, flood-fringe, and high hazard areas and of base flood elevations as provided in the Report, study and maps referenced above. Elevations determined from the profiles shall take precedence over plates or maps.

- (C) In interpreting the boundaries of the floodway, flood-fringe, high hazard areas and determining base flood elevation, the building official shall obtain, review and reasonably utilize any base flood elevation or flood-way data and other data available from other federal sources or sources officially approved by the Colorado Water Conservation Board.

Section 3. Codification of Amendments. The Town Clerk, as the codifier of the Town's Municipal Code, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Ridgway Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any typographical error in the enacted regulations, provided that such correction shall not substantively change any provision of the regulations adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

Section 4. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term "provision" means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term "application" means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 5. Effective Date. This Ordinance shall take effect thirty (30) days after the date of final passage in accordance with Article 3-7 of the Ridgway Charter.

Section 6. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Ridgway, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 7. No Existing Violation Affected. Nothing in this Ordinance shall be construed to release, extinguish, alter, modify, or change in whole or in part any penalty, liability or right or affect any audit, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing which may have been incurred or obtained under any ordinance or provision hereby repealed or amended by this Ordinance. Any such ordinance or provision thereof so amended, repealed, or superseded by this Ordinance shall be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability, or right, and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered, or made in such actions, suits or proceedings, or prosecutions imposing, inflicting, or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings, and appeals pending before any court or administrative tribunal.

Section 8. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Article 3-7 of the Ridgway Charter.

[Execution Page follows]

INTRODUCED AND REFERRED TO PUBLIC HEARING on September 13, 2023 and setting such public hearing for October 11, 2023 at Ridgway Town Hall, located at 201 N. Railroad Street, Ridgway, Colorado.

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

ADOPTED on October 11, 2023.

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

APPROVED AS TO FORM:

Bo James Nerlin, Town Attorney

AGENDA ITEM #13

AGREEMENT TO PURCHASE WATER RIGHT

THIS AGREEMENT TO PURCHASE WATER RIGHTS (this “Agreement”) is entered into this ____ day of September, 2023, by and between Nugget Telluride, LLC, a Colorado limited liability company, and Marlande Mauberret, (combined the “Seller”) and the Town of Ridgway, Colorado, a Colorado home rule municipality (hereinafter the “Town”). Seller and the Town shall be collectively referred to herein as the “Parties” and individually as a “Party.”

RECITALS

A. WHEREAS, Seller is the owner of a certain water right in the Hyde Sneva Ditch, further summarized in the table below (herein after “the Water Rights”):

Priority No.	Approp. Date	Adjud. Date	Admin. No.	Flow Rate (cfs)	Pro-Rata Flow Rate (cfs)	Case No.
39	06/01/1879	05/15/1897	10744.00000	3.0000	-	CA2477
42	10/01/1880	05/15/1897	11232.00000	2.6067	0.15000	W1357, CA2669, CA1790, CA1505, CA0939, 87CW0119, 04CW0069
100	05/01/1886	05/15/1897	13270.00000	8.0960	0.91335	W1357, CA0939, 87CW0119
17	10/01/1880	5/11/1942	29554.11232	1.0000	-	CA1959
-	9/30/1967	12/31/1998	54056.43006	2.0000	-	98CW0244

B. WHEREAS, portions of the Hyde Sneva Ditch are located within the municipal boundaries of the Town.

C. WHEREAS, the Seller is willing to sell the Water Rights to the Town.

D. WHEREAS, the Water Rights hold a historical value for the Town, and potential exists for the Town to put the Water Rights to beneficial use.

E. WHEREAS, the Seller desires to sell, convey, and assign to Water Rights to the Town.

AGREEMENT

NOW THEREFORE in consideration of the covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS. The Parties incorporated the recitals stated herein.
2. PURCHASE PRICE. The Seller agrees to sell the Water Rights to the Town for Eighty Thousand dollars payable as follows:
3. CLOSING. Closing shall occur at the Town of Ridgway municipal offices, 201 N. Railroad Street, Ridgway, CO 81432 on or before September 29, 2023.
4. BARGAIN AND SALE DEED. At time of Closing, Seller shall deliver to Town a Bargain and Sale Deed, transferring and conveying all right, title and interest to Water Rights. A sample of the Bargain and Sale Deed is enclosed with this Agreement as Exhibit A.
5. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants that as of the date of this Agreement, it is in full and lawful possession of all rights, title and interest in the shares of the Water Rights which will be conveyed to Town. Seller represents and warrants that it holds good and lawful title to the same, that the Seller has the right to transfer the same to Town, and that Seller will transfer the same to the Town free and clear of all liens and encumbrances of whatever kind or nature and shall warrant and forever defend the Town's title to the same and will defend and hold the Town harmless from any and all third-party claims.
6. TERMS. The Parties hereto acknowledge that they have carefully read and thoroughly understand the terms and conditions of this Agreement and that it contains the entire understanding pursuant to which the Parties have entered into this Agreement. The results of all negotiations have been merged into this Agreement, and Buyer and the Town accept the terms and conditions hereof and in all respects are and agree to be bound thereby.
7. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the respective Parties hereto, their heirs, administrators, successors, and assigns.
8. FURTHER ASSURANCES. Each Party agrees to take such actions and sign such documents, certificates and instruments reasonably requested by the other Party to complete the transactions contemplated by this Agreement and to enable the requesting Party to enjoy the full benefits conferred upon such party by this Agreement.
9. JURISDICTION. The terms of this Agreement shall be construed and determined in accordance with the laws of the State of Colorado. In the event any action at law or any suit in equity shall be commenced by any party hereto for the enforcement of any of the terms hereof, venue for such action shall lie in the courts in and for the County of Ouray, the State of Colorado.

10. NON-ASSIGNABILITY. Neither party shall transfer, sell, assign, pledge, mortgage or encumber their rights under this Agreement without the prior written consent of the other Party.

11. SURVIVAL. All unperformed covenants, warranties, conditions, and agreements contained in this Agreement shall survive after the Closing Date and remain enforceable.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the Parties and any future agreement hereinafter made between them shall be ineffective to change, waive, release, discharge, terminate or effect an abandonment of this Agreement, in whole or in part, unless such future agreement is in writing and signed by the Parties.

13. WAIVER. No consent, express or implied, to any breach of any one or more of the covenants and agreements hereof shall be deemed to be a waiver of any other or succeeding breach.

14. NOTICE. All notices, requests, consents, and other communications hereunder shall be in writing and shall be deemed to have been sufficiently given or served if delivered in person or deposited in the United States mail, registered, or certified, postage prepaid and addressed as follows:

If to Seller:	Nugget Telluride, LLC And Ms. Marlande Maubert c/o Mr. Ben Jackson PO Box 2849 Telluride, CO 81435
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If to the Town:	Town of Ridgway c/o Mr. Preston Neill, Town Manager 201 N. Railroad Street Ridgway, CO 81432
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REPRESENTATON. Both parties to this Agreement acknowledge and understand that at all times during this transaction, Devor & Plumhoff, LLC and Bo James Nerlin has represented only the Town. The Seller has had an opportunity to review this Agreement with legal counsel and acknowledge that it understands the Agreement and all provisions contained herein.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Agreement effective on the date first above written.

SIGNATURES ON NEXT PAGE

TOWN:

TOWN OF RIDGWAY COLORADO, a Colorado home rule municipality

By: JOHN CLARK, MAYOR

SELLER:

NUGGET TELLURIDE, LLC, a Colorado limited liability company

By: BENJAMIN FRANKLIN JACKSON, IV MANAGER

MARLANDE MAUBERRET

By: MARLANDE MAUBERRET

AGENDA ITEM #14



OURAY COUNTY NOXIOUS WEED MANAGEMENT
JULIE KOLB

111 Mall Road • P.O. Box 456 • Ridgway, Colorado 81432 • 970-626-9775 x7 • FAX: 970-626-4439

Town of Ridgway Report September 2023

Areas Treated: (see below) All herbicides in Caution category. Initial applications conducted between May and July of 2023. Fall applications with pre-emergent herbicides will be conducted at the end of August- September.

- Frontier Field south of baseball diamond
- Happy Hollow Intake
- Water Treatment Plant
- Cottonwood Park
- Public Works Yard
- Uncompahgre Riverwalk Trail
- Sidewalks throughout town
- Rollans Park
- Various Irrigation ditches throughout town

Frontier Field

Applications to frontier field for 2023 included the addition of a pre-emergent herbicide, along with post emergent herbicides used in 2022. The area saw a visible reduction in noxious weeds especially spotted knapweed which was reduced by 75 percent. Leafy Spurge is also present in several small patches and has been reducing since 2022. Vegetation Management will continue the pre-emergent herbicides in 2024. The area has the following noxious weeds: Spotted Knapweed, Leafy Spurge, Canada Thistle, Houndstongue, and Absinth Wormwood. Spotted Knapweed and Leafy Spurge are Ouray County Priority species and are required by law to be eradicated.



Happy Hollow Intake

This area has an infestation of Leafy Spurge, applications which eliminate this priority species are mandatory but also critically important because Leafy Spurge is travelling through irrigation ditches and spreading into many areas of Ouray County. Since 2021 applications once yearly have shown visible reduction in the Leafy Spurge. Recommendations for future control include pre-emergents and the applications occurring on a spring and fall schedule



Water Treatment Plant

Applications to this area were added in 2023. The area includes infestations of Musk Thistle, Spotted Knapweed, Hoary Cress, Burdock, and Houndstongue. Since this is a water treatment facility, applications should focus on best management practices regarding setbacks from water, however the lower portion of the facility could see significant reduction to the noxious weed population. Recommendations here include the consideration of revegetation to provide competition for noxious weeds and pre-emergent herbicides. TOR staff expressed concern over fast-growing willows, and Vegetation Management supports the concern, however applications to (or around) water need to be done with the upmost care and may not be feasible.

June 2023



Water Treatment Facility after initial applications August 2023





Public Works Yard

Infestations here include Spotted Knapweed, Canada Thistle, Musk Thistle, Hoary Cress, Burdock, and Houndstongue. Pre-emergents that were highly successful will be applied in the following month. Applications here are more complicated due to the storage of many pieces of equipment and other materials, as well as water treatment ponds.

Recommendations here include coordination between Vegetation Management and TOR and mowing timing, as well as pre-emergents twice yearly.

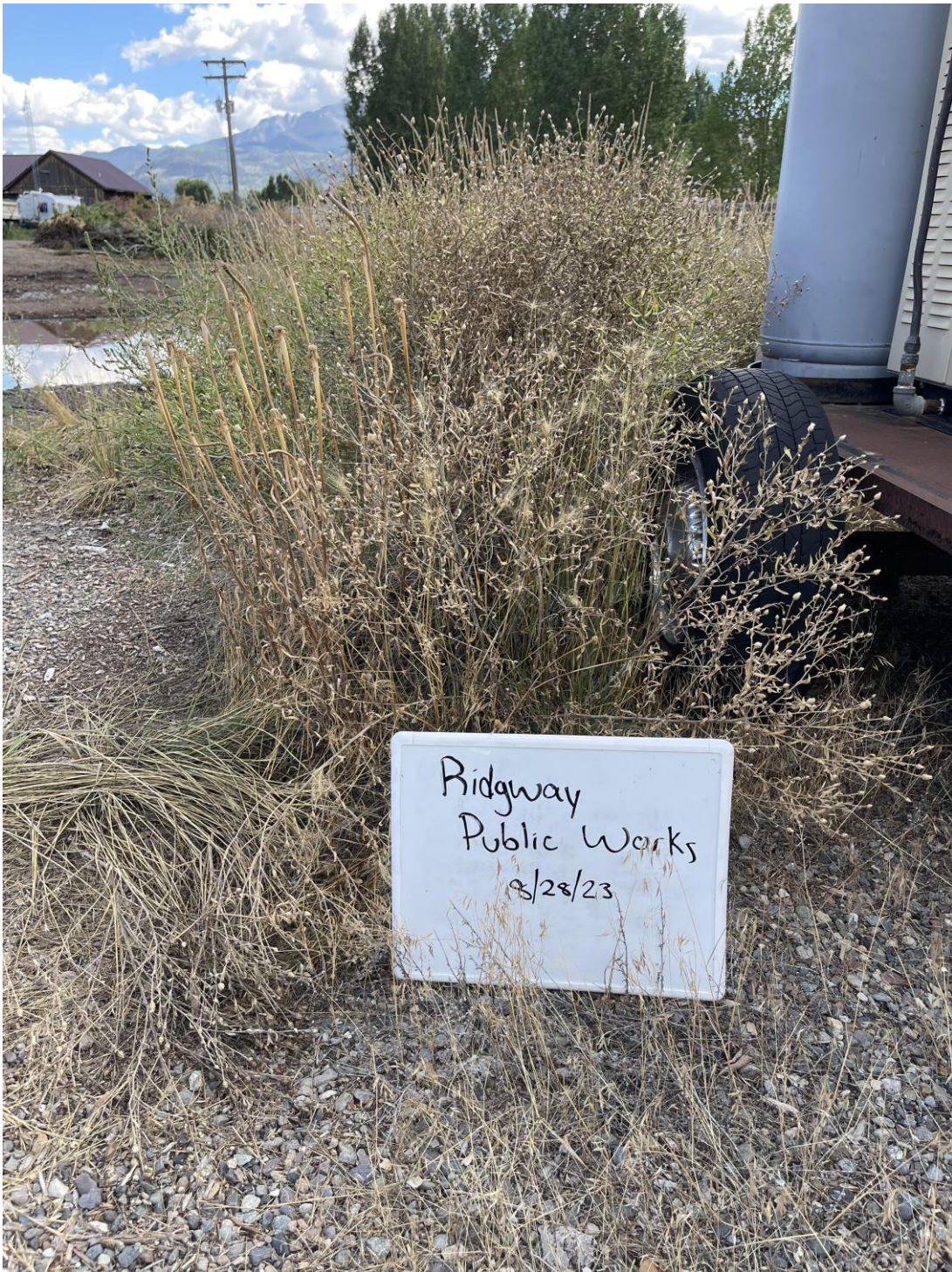




Above Picture pre applications

After Applications in June (Below)





Rollans Park

This area has infestations of Diffuse and Spotted Knapweed, Houndstongue, Chinese Clematis, Canada Thistle, Absinth Wormwood and Mullein.

Between 2021 and 2023 Vegetation Management has maintained infestations to mainly the periphery of the park and along trails. The open area east of the parking lot and west of the river, as well as the area east of the river continue to need attention. A coordinated application/mowing effort and pre-emergent herbicides are recommended for 2023. Vegetation Management is seeing that spotted knapweed in particular, is growing horizontally instead of vertically after repeated mowing. Mowing seems to have no effect on diminishing the population of Spotted Knapweed.



AGENDA ITEM #15