

**Ridgway Town Council
Regular Meeting Agenda
Wednesday, December 11, 2024**

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/82986882889?pwd=vsIDcLJdeOQi9nb1dtRjKlhkrqXW3W.1>

Meeting ID: 829 8688 2889

Passcode: 609475

Dial by your location

+1 346 248 7799 US

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5:30 p.m.

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

ADDITIONS & DELETIONS TO THE AGENDA

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

1. Minutes of the Regular Meeting of October 9, 2024.
2. Minutes for the Workforce and Affordable Housing Committee from October 9, 2024.
3. Register of Demands for December 2024.
4. Renewal of Tavern Liquor Store License for Ouray County Fairgrounds.
5. Water leak adjustment for Account 5960.0/Zaugg.
6. Water leak adjustment for Account 6010.2/Hazen.
7. Renewal of Liquor Store License for San Juan Wine & Liquors.

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

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

8. Update from Juvenile Diversion Services - Wendy Crank, San Miguel and Ouray Counties Juvenile Services.

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

9. Application for Beer and Wine Liquor License; Applicant: Chloes's Charcuterie and Wine LLC; Sole Member: Holly Kintz; DBA: Chloes's Charcuterie and Wine; Location: 616 Clinton Street - Town Manager.
10. **Application:** Haaland-Ballantyne Subdivision. A Resubdivision of Lots 21, 22, 23, and 24 Block 25 Town of Ridgway; **Location:** Town of Ridgway Block 25 Lots 21-24; **Address:** 615 Moffat St.; **Zone:** Historic Residential (HR); **Applicant:** Chris Haaland; **Owner:** Chris Haaland and Sara Ballantyne - Planner.

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

11. Revocable Permit for use of public right-of-way, through use of sidewalk for service of alcoholic beverages, adjacent to Chloes's Charcuterie and Wine at 616 Clinton Street - Town Manager.
12. Resolution No. 24-14 Making Certain Findings of Fact and Declaring Eligibility of the Proposed Annexation of a Parcel of Land known as the Dalwhinnie-Ridgway Athletic Park Annexation - Planner.

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

13. Second Reading of Ordinance No. 06-2024 Approving the Annexation of Certain Real Property to be known as Dalwhinnie-Ridgway Athletic Park Annexation, Generally Located along County Road 23 - Planner.
14. **Application:** Dalwhinnie Rezoning. A Rezoning request for the Dalwhinnie-Athletic Park Annexation to General Commercial (GC) and Residential (R); **Location:** East side of County Road 23; **Address:** N/A; **Zone:** N/A, Ouray County; **Applicant:** Chris Hawkins, Alpine Planning; **Owner:** Dalwhinnie Group LLC - Planner.
15. Emergency Ordinance No. 07-2024 Acting by and through its Water Enterprise, Authorizing a Loan from the Colorado Water Conservation Board to Finance the Beaver Creek Diversion Restoration Project, and the Execution of a Loan Contract and related Promissory Note to Document the Loan; Providing the Terms of the Loan and other details in connection therewith; and Declaring an Emergency - Town Manager.
16. Second Reading of Ordinance No. 05-2024 Amending Subsection 14-1-1 of the Ridgway Municipal Code to Add More Specific Regulations Concerning Snow and Ice Removal and Establishing an Assessment and Penalty for Failure to Maintain Sidewalks in the Winter - Town Manager.
17. Adoption of the 2025 Fiscal Year Budget and setting of Property Tax Levies for 2025 through adoption of three resolutions - Town Manager.

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

18. Interviews of Sustainability Advisory Board candidate and appointment of member - Town Manager.
19. First Reading of Ordinance No. 03-2024 Amending Section 7-4 “Zoning Regulations” of the Ridgway Municipal Code Regarding Accessory Dwelling Units - Planner.
20. Review and adoption of the 2025 Five-Year and Ten-Year Capital Improvement Plans - Town Manager.
21. Review and adoption of the 2025 Strategic Plan - Town Manager.
22. Review and action on Order Extending the Declaration of Local Disaster in and for the Town of Ridgway related to the Beaver Creek Diversion - Town Manager.
23. Review and approval of Memorandum of Understanding between Ouray County and Town of Ridgway regarding 2025 Operational Funding Requests, Road and Bridge Apportionment from County to Town, and Future Goals - Town Manager.
24. Review and action on Agreement for Legal Services with Bo James Nerlin, P.C. - Town Attorney.
25. Consideration and action on compensation adjustment for Town Manager as a result of annual performance evaluation - Mayor Clark.

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

26. Town Manager’s Report

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

Committees & Commissions:

- Ridgway Planning Commission - Councilor Meyer and Mayor Clark
- Ridgway Parks, Trails & Open Space Committee - Councilor Kroger
- Ridgway FUSE - Councilor Grambley
- Ridgway Sustainability Advisory Board - Councilor Schuyler; alternate - Councilor Lakin
- Ridgway Scholarship Committee - Councilor Lakin and Mayor Clark

Board Appointments:

- Ouray County Weed Board - Councilor Lakin; alternate - Town Manager
- Ouray County Joint Planning Board - Councilor Meyer, citizens Rod Fitzhugh & Tom McKenney; alternate - Councilor Schuyler
- Sneffels Energy Board - Councilor Schuyler 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 Lakin

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 Scoville

Communities That Care Coalition - Mayor Clark

Ouray County Fairgrounds - Councilor Schuyler

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, January 1, 2025 at 4:00 p.m.,
Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
OCTOBER 9, 2024

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, Scoville, Mayor Pro Tem Meyer and Mayor Clark in attendance.

At 5:30 p.m. the Council convened to a meeting of the Ridgway Workforce and Affordable Housing Committee.

The Council reconvened into the regular meeting at 5:55 p.m.

ACKNOWLEDGEMENTS

The Mayor acknowledged the recent loss of three members of the community Michael Gardner, Priscillia Peters and David Wade.

CONSENT AGENDA

1. Register of Demands for October 2024.
2. Renew of Liquor Store Liquor License for High Spirits Liquors, Liquor Library.
3. Renewal of Restaurant Liquor License for Thai Paradise.
4. Renewal of Restaurant Liquor License for Land and Ocean.

ACTION:

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

PUBLIC REQUESTS AND PRESENTATIONS

5. Proclamation declaring October 2024 as Bullying Prevention Month

Gregory Meadows, Executive Director of PEER Kindness presented a proclamation declaring October as Bullying Prevention Month and asked the Council to adopt it.

ACTION:

Councilor Lakin moved to adopt the Proclamation declaring October 2024 as Bullying Prevention Month in the Town of Ridgway. Councilor Kroger seconded and the motion carried unanimously.

6. Request to close Clinton Street between Cora and Laura Streets on October 19th

The Town Clerk reported the Town has received an application for use of public right-of-way on October 19th, to block Lena Street between Cora and Laura Streets from 1:00 p.m. to 9:00 p.m. for a memorial celebrating the life of Wanda Taylor.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Scoville to approve the application to block the public right-of-way on Clinton Street, between Laura and Cora from 1:00 to 9:00 p.m. on October 19th. On a call for the vote the motion carried unanimously.

7. Request to close Clinton Street on November 15th from 3:00 pm to 7:00 pm

The Town Clerk explained the Town has received an application for use of public right-of-way to block Lena Street between Cora and Laura Streets on November 15th from 3:00 p.m. to 7:00 p.m. to accommodate the Ridgway Independent Film Festival.

ACTION:

Moved by Councilmember Kroger, seconded by Mayor Pro Tem Meyer to approve the application for use of public right-of-way and block Clinton Street, between Laura and Cora from 3:00 to 7:00 p.m. on November 15th. On a call for the vote the motion carried unanimously.

8. Request to close North Railroad and Otto Streets as part of the Laura Street Extension Project

Letter dated 10-14-24 from contractual engineering firm Swiftwater Solutions, presenting findings related to a request to close North Railroad and Otto Streets for construction of the Laura Street Extension Project.

Contractor Skip Houston requested closure of North Railroad and Otto Streets for installation of a gas line at the intersection of Otto Street and N. Laura Street on October 14th and 15th; and October 21, 22, 23rd for placement of stormwater and sewer pipes across Railroad Street. He noted this would be a full road closure, and staff would be present to re-route traffic.

There were questions from the Council.

Joyce Huang with Swiftwater Solutions, recommended requiring full time flaggers and dedicated staff at all detour areas before 9:00 a.m. and after 3:00 p.m. for one hour to assist with traffic flow to the school. The Council agreed, and Mr. Houston was asked to communicate the closures with the school.

ACTION:

Moved by Councilmember Scoville to approve the request from Skip Houston Construction to close North Railroad and Otto Streets as part of the Laura Street Extension Project. Councilmember Lakin seconded and the motion carried unanimously.

PUBLIC HEARINGS

10. Adoption of Ordinance No. 04-2024 Amending Section 7-4 “Zoning Regulations” of the Ridgway Municipal Code Relating to Parking Standards

Staff Report dated 10-4-24 from TJ Dlubac and Max Garcia, contractual planners with Community Planning Strategies, presenting an ordinance amending parking standards.

Planner TJ Dlubac explained at the beginning of the year the Planning Commission began addressing changes to the parking standards using four guiding concepts - the desire for parking to occur in one place to access a variety of establishments; increased use of bicycling, walking and multi-modal transportation; providing off-street parking areas reduces the amount of land available for revenue generating square footage in commercial zones; requiring excess off-street parking unnecessarily increased the costs of developing all types of uses. He noted the proposed document reduces by half all current parking requirements. The Commission held a hearing on August 29th and recommended the ordinance as presented for adoption by the Council.

Planner Dlubac noted the proposed changes include adding stacking, EV ready spaces, and bicycle parking spaces. He reported at the last meeting Council directed staff to look at areas which may be adversely affected by the proposed changes, and determine any potential impacts if the regulations are approved; he reviewed the findings with Council.

There was discussion regarding parking in the industrial area, and comments by the Council.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Scoville the motion to adopt Ordinance No. 04-2024, an Ordinance of the Town of Ridgway, Colorado, Amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code Regarding Parking Standards on second reading, finding that the criteria set forth in Municipal Code Section 7-4-3(D)(3) have been met carried unanimously.

POLICY MATTERS

11. Ad Hoc Review Committee recommendation for artist and art concept for mural installation on Artspace Ridgway Space to Create Building

Manager Neill reported 17 proposals were received for mural installation on the Space to Create Building, and were reviewed by an Ad Hoc Committee which met numerous times, including interviewing artists. The project will take place in late May or early June, and will be funded by \$20,000 in Main Street Mini-Grant funds, and a contribution from Art Space owners of the building.

ACTION:

Councilor Lakin moved to confirm the Ad Hoc Review Committee final selection of Yulia Avgustinovich; direct staff to reflect an expenditure in the Fiscal Year 2025 Annual Budget and a work plan item in the 2025 Strategic Plan to complete the Artspace Ridgway Space to Create Building Public Art Component Project, upon successful appropriation for the project in 2025, enter into an agreement with Yulia Avgustinovich. Councilor Scoville seconded, and the motion carried unanimously.

12. Order Extending the Declaration of Local Disaster in and for the Town of Ridgway related to the Beaver Creek Diversion

Town Manager, Preston Neill, noted the local disaster originally declared on August 14th will be expiring, and asked the Council to extend for another thirty days the declaration under the Colorado Disaster Emergency Act.

Manager Neill presented an update on funding for the Beaver Creek Diversion project. Through technical assistance from the Colorado Water Conservation Board, Wright Water Engineers Inc. was retained to provide a report summarizing a conceptual plan, cost estimates and assumptions for design and construction of repairs to the intake structure and transmission system that were damaged by a debris flow which occurred on August 12th. The report will provide a basis for the effort to secure funding from the Colorado Division of Homeland Security and Emergency Management and US Dept of Agriculture, Natural Resources Conservation Services Watershed Protection program for design and repairs to the damaged structure.

ACTION:

Councilmember Schuyler moved to approve the Emergency Declaration for the Town of Ridgway. Councilor Kroger seconded and the motion carried unanimously.

13. Interview of Youth Advisory Council candidates and appointment of members

The Town Manager reported during a solicitation period from August 19th to October 1st four applications were received to serve on the 2024-2025 Youth Advisory Council.

Applicants Keira DeLuccio, Lauren Mahlin, Patrick Megahee and Sophia Scranton addressed the Council regarding their desire to serve on the Youth Advisory Council, and answered questions from members of the Council.

ACTION:

Moved by Mayor Pro Tem Meyer to appoint Keira DeLuccio, Lauren Mahlin, Patrick Megahee and Sophia Scranton to the 2024-2025 Youth Advisory Committee with terms to expire on June 30, 2025. Councilor Kroger seconded the motion, which carried unanimously on a call for the vote.

The Council took a recess at 7:00 p.m. and convened the meeting at 7:05 p.m.

14. Intergovernmental Agreement between the Town of Ridgway, City of Ouray and Ouray County Establishing an Affordable Housing Services Administrator

Manager Neill presented a draft Intergovernmental Agreement sharing in the cost of services for an Affordable Housing Services Administrator with the City and County of Ouray. He noted there a few non-substantive changes that need to be discussed, and asked for approval along with direction to staff to meet with the City and County attorneys to discuss the changes.

There were comments from County Commissioner Jake Niece.

ACTION:

Councilmember Lakin moved to approve the IGA between the Town of Ridgway, City of Ouray and Ouray County Establishing an Affordable Housing Services Administrator. Councilor Kroger seconded and the motion carried unanimously.

ACTION:

Moved by Councilmember Kroger to direct staff to meet with the City and County to clean up any non-substantive changes. The motion was seconded by Mayor Pro Tem Meyer and carried unanimously.

15. Presentation of Draft 2025 Fiscal Year Budget

The Town Clerk/Treasurer presented a draft of the 2025 Fiscal Year Budget, noting the Town is meeting statutory requirements with the first document review. She reviewed the document with the Council, and answered questions.

16. Establishment of funding amount for 2025 Community Grant Program

Staff Report from the Town Manager dated 10-2-24 presenting a request to establish a funding target amount for the 2025 Community Grant Program.

The Town Manager reported applications for the community grant program were solicited on August 1st with a deadline of September 16th. The Ad Hoc Committee, comprised of community members, business owners and representation from non-profit organizations, will be reviewing the applications to prepare funding recommendations to the Council, and a target funding amount is need to work within. He noted staff is recommending two percent of the general fund, or \$82,000.

There was discussion by the Council and it was agreed to use 2.25% of the general fund budget, which would equate to \$92,200.

ACTION:

Mayor Pro Tem Meyer moved to target up to 2.5% of the 2025 Fiscal Year Budget for the Community Grant Program funding which the Ad Hoc Review Committee funding recommendation shall not exceed, seconded by Councilor Scoville the motion carried unanimously.

17. Update on State and Federal Legislation

The Town Attorney presented a verbal update on State and Federal laws which will impact municipalities next year.

The voter approved Natural Medicine regulations do not allow municipalities and counties to opt out, but do allow setting zoning boundaries where the sale can take place. There was discussion by the Council and staff was directed to prepare an overlay map displaying 1000 feet from all schools, including day care facilities.

18. Resolution No. 24-10 Appointing Members to the Board of Adjustment

The Town Manager presented a resolution appointing members of the Planning Commission to the Board of Adjustment as defined in Municipal Code Section 7-3-1(C). The Board would hear any appeals of staff decisions regarding building code or land use regulations.

ACTION:

Moved by Mayor Pro Tem Meyer, with a second by Councilor Kroger, the motion to approve Resolution No. 24-10 Appointing Members to the Board of Adjustment carried unanimously.

19. Letter from Mayor Clark regarding appointment to the Planning Commission

The Mayor presented a letter reappointing Jack Petrucelli to the Planning Commission.

There was discussion by the Council regarding revisiting term lengths, vacancies and the application process.

MISCELLANEOUS REPORTS

The Town Manager presented the 2024 Mosquito Management Report from the Public Works Department and the 2024 Noxious Weed Management Report from Julie Kolb, Ouray County Vegetation Management.

The Town Manager presented an overview of the monthly written Managers Report.

Councilor Kroger presented an update from the Parks and Trails Committee.

EXECUTIVE SESSION

The Town Attorney suggested the Council enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(4)(f) for discussion of a personnel matter concerning the Town Managers annual performance evaluation.

ACTION:

Councilor Grambley moved with Mayor Pro Tem Meyer seconding, to enter into closed session. The motion carried unanimously.

The Council entered into a closed session with the Town Manager at 8:20 p.m.

The Council reconvened from closed session at 8:30 p.m.

ADJOURNMENT

The meeting adjourned at 8:30 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

MINUTES

WORKFORCE AND AFFORDABLE HOUSING COMMITTEE

OCTOBER 9, 2024

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, Russ Meyer, Terry Schuyler, Josey Scoville.

1. Consideration of exception request to grant Impact Development Services administrative authority for Minimum Work Standard to be met in Ouray, Montrose and San Miguel Counties

Jim Kolnik, with Impact Development Services, acting as the third party administrator of the affordable housing for Ridgway Wetterhorn Homes, presented a memorandum dated 10-1-24.

Mr. Kolnik explained the Ridgway Wetterhorn Homes Affordable Housing Regulations and Guidelines address Minimum Work Standard under Section 1.57. A person must work 1,200 hours per year by working physically within the Ridgway School District R-2 boundaries no less than eight of every twelve months on a rolling twelve month basis AND during the qualifying eight months must work at least forty hours per month. He explained at a prior meeting the committee approved sale of the unit owned by Carmen Messina. The property owner has not been able to find a qualified buyer and has requested to allow the minimum work standard to be met with applicants employed in Ouray, Montrose and San Miguel counties as long as all other guideline requirements for qualification are met. He noted staff is recommending to grant the exception request.

There were questions and comments from the Committee.

Ms. Messina explained her process to try to obtain a qualified buyer in the Ridgway School District.

ACTION:

Josey Scoville moved to grant the exception request to delegate authority to the Administrator to approve minimum work standard exceptions for applicants that work in Ouray, Montrose and San Miguel County for the current sale of 414 N. Laura Street Ridgway, Colorado so long as the following condition is met, the applicant meets the minimum work standard in either Ouray, Montrose or San Miguel County. The motion was seconded by Beth Lakin and the vote passed unanimously.

ADJOURNMENT

The meeting adjourned at 5:55 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
Dec 2024

Name	Memo	Account	Paid Amount
Horizon Maintenance		Alpine-Operating Account	
		666GO2 · Landscaping Rights-of-Ways	-4,745.00
TOTAL			-4,745.00
Julie Mehrer		Alpine-Operating Account	
	staff exercise class	536GOO · Wellness Program	-150.00
TOTAL			-150.00
Artspace Projects Inc.		Alpine-Operating Account	
	mngmnt & cleaning - Oct 2024	778PO1 · Decker Room	-366.39
TOTAL			-366.39
Federal Express		Alpine-Operating Account	
		990WOO · Testing - water	-357.55
TOTAL			-357.55
John Deere Financial	VOID:	Alpine-Operating Account	
TOTAL			0.00
Beth Lakin		Alpine-Operating Account	
	Lakin	536GOO · Wellness Program	-204.73
TOTAL			-204.73
Polly Kroger		Alpine-Operating Account	
	Kroger	536GOO · Wellness Program	-663.00
TOTAL			-663.00
Mr. Lock		Alpine-Operating Account	
	key - Comm. Dev.	732PO1 · Supplies - c center/town hall	-5.00
TOTAL			-5.00
Wilbur-Ellis Company LLC		Alpine-Operating Account	
	chemicals	932WOO · Supplies & Materials	-3,828.00
TOTAL			-3,828.00
CenturyLink		Alpine-Operating Account	
	Oct 2024	843GO3 · Telephone	-85.58
TOTAL			-85.58

Town of Ridgway
Register of Demands
Dec 2024

Name	Memo	Account	Paid Amount
Green Process Servers		Alpine-Operating Account	
	condemnation service	572GOO · Property Purchase	-285.00
TOTAL			-285.00
Backcountry Builders		Alpine-Operating Account	
	795 Chipeta Dr.	524GOO · Reimbursable Bonds & Permits	-150.00
TOTAL			-150.00
Modern Landscaping, LLC		Alpine-Operating Account	
	515 Charles St.	524GOO · Reimbursable Bonds & Permits	-330.00
TOTAL			-330.00
Rahm Haggai & Sydney Mendel		Alpine-Operating Account	
	826 1/2 Clinton St.	524GOO · Reimbursable Bonds & Permits	-130.00
TOTAL			-130.00
Pauley Construction, LLC		Alpine-Operating Account	
	Charles & Frederick alley	524GOO · Reimbursable Bonds & Permits	-330.00
TOTAL			-330.00
Ouray County Road & Bridge		Alpine-Operating Account	
	10/23/24 - 11/19/24	660GO2 · Gas & Oil	-191.20
	10/23/24 - 11/19/24	760POO · Gas & Oil	-278.87
	10/23/24 - 11/19/24	860GO3 · Gas & Oil	-937.67
	10/23/24 - 11/19/24	960WOO · Gas & Oil	-344.91
	10/23/24 - 11/19/24	960SOO · Gas & Oil	-113.06
TOTAL			-1,865.71
John Deere Financial		Alpine-Operating Account	
	Rivera	934WOO · Safety Equipment	-136.06
	Rivera	634GO2 · Safety Equipment	-136.06
TOTAL			-272.12
Ferguson Waterworks		Alpine-Operating Account	
	pvc piping - plant	932SOO · Supplies & Materials	-161.02
	pvc couplers - plant	932SOO · Supplies & Materials	-57.18
TOTAL			-218.20

STAFF REPORT

Subject: Request for water leak adjustment - Account #5960.0/Zaugg

Initiated By: Pam Kraft, Town Clerk

Date: November 19, 2024

BACKGROUND:

Attached is a request for a water leak adjustment at 515 Charles Street submitted by Sabine Zaugg. The property owner found a leak under their home and repaired it, and then received a bill with excess water use (see attached email).

ANALYSIS:

Pursuant to Municipal Code Section 9-1-23 the Council has the authority to make water leak adjustments. The language is as follows:

9-1-23: WATER BREAK ADJUSTMENTS.

(A) The Town Council shall have authority to make an equitable adjustment to a water bill when the bill is extraordinarily high due to an undiscovered break downstream of the customer's meter if the break was not caused by the customer's negligence and the customer did not have a reasonable opportunity to discover the break more quickly than it was discovered.

(B) No adjustment shall be allowed unless the customer submits a written request for the adjustment within fifteen days of the mailing of the bill in question and unless the leak has been repaired.

(C) The adjustment shall not reduce the customer's bill below the cost to the Town of producing the water supplied through the meter.

The customer used 17,000 excess gallons in October and was billed \$257.50.

If Council chooses to award a leak adjustment the customer would be credited \$44.00, for a total payment due of \$213.00.

FINANCIAL CONSIDERATIONS:

There is a loss in revenue when the water rate is decreased.

ATTACHMENT: Email dated November 19, 2024

STAFF REPORT

Subject: Request for water leak adjustment - Account #6010.2/Hazen

Initiated By: Pam Kraft, Town Clerk

Date: November 21, 2024

BACKGROUND:

Attached is a request for a water leak adjustment at 630 Chipeta Street submitted by Judith Hazen. Staff became aware of a leak on the property after excessive use went through the meter at the home and notified the property owner. The leak has been repaired .

ANALYSIS:

Pursuant to Municipal Code Section 9-1-23 the Council has the authority to make water leak adjustments. The language is as follows:

9-1-23:WATER BREAK ADJUSTMENTS.

(A) The Town Council shall have authority to make an equitable adjustment to a water bill when the bill is extraordinarily high due to an undiscovered break downstream of the customer's meter if the break was not caused by the customer's negligence and the customer did not have a reasonable opportunity to discover the break more quickly than it was discovered.

(B) No adjustment shall be allowed unless the customer submits a written request for the adjustment within fifteen days of the mailing of the bill in question and unless the leak has been repaired.

(C) The adjustment shall not reduce the customer's bill below the cost to the Town of producing the water supplied through the meter.

The customer used 98,300 excess gallons in October and was billed \$1481.25.

If Council choses to award a leak adjustment the customer would be credited \$446.00, for a total payment due for water of \$1035.00.

FINANCIAL CONSIDERATIONS:

There is a loss in revenue when the water rate is decreased.

AGENDA ITEM #8

AGENDA ITEM #9

STAFF REPORT

Subject: Application for Beer and Wine Liquor License - Chloe's Charcuterie and Wine
Initiated By: Pam Kraft, MMC, Town Clerk
Date: November 8, 2024

BACKGROUND:

The Town has received an application for a Beer and Wine Liquor License from Chloe's Charcuterie and Wine, LLC; sole member: Holly Kintz; for the premises at 616 Clinton Street. The trade name of the business is Chloe's Charcuterie and Wine.

State law requires a public hearing before the local jurisdiction for application of a new liquor license. A notice of hearing before the Town Council has been posted and published, and the premises posted, all in accordance with state statutes.

All requirements of license application have been met, all fees paid, and all forms received.

ANALYSIS:

The applicant holds a four year lease for the premises. The approval would include licensing the sidewalk on the north side of the building for outdoor consumption of alcohol.

Approval of a revocable permit for use of the public right-of-way for service of alcoholic beverages adjacent to the facility is also before the Council at this meeting.

State liquor law allows applicants to file for a concurrent review with State Liquor Enforcement while the application is being processed at the local level. This type of application allows the local jurisdiction to issue a temporary permit allowing the applicant to conduct business and sell alcohol, until approval is issued by the state licensing authority. The applicant is seeking issuance of a temporary operating permit from the Town, and has remitted the appropriate fee.

FINANCIAL CONSIDERATIONS:

The Town receives a fee for a new liquor license application, and annual renewals thereafter.

LEGAL CONSIDERATIONS:

None.

STAFF RECOMMENDATION:

Approve the application for a Beer and Wine Liquor License from Chloe's Charcuterie and Wine, LLC, sole member Holly Kintz, dba Chloe's Charcuterie and Wine.

NOTE: Documents pertaining to liquor license applications are confidential in nature, and are on file in the Clerk's Office and open to inspection by the Council

AGENDA ITEM #10



To: Honorable Mayor and Town of Ridgway Town Council
Cc: Preston Neill, *Ridgway Town Manager*
TJ Dlubac, AICP, *CPS, Contracted Town Planner*
From: Angela Kemp, AICP, *Town of Ridgway Senior Planner*
Date: December 6, 2024
Subject: Haaland-Ballantyne Resubdivision for December 11th Town Council Meeting

APPLICATION INFORMATION

Request: Approval of a Resubdivision from one (1) lot to two (2) lots.
Legal: Lots 21-24, Block 25, Town of Ridgway
Address: 615 Moffat St., Ridgway, CO, 81432
General Location: Southeast Corner of Moffat Street and Cora Street
Parcel #: 430516311006
Zone District: Historic Residential - HR
Current Use: Vacant
Applicant: Chris Haaland
Owner: Chris Haaland and Sara Ballantyne

PROJECT REVIEW

BACKGROUND

The subject property is a 0.32-acre parcel and is zoned Historic Residential - HR. Figure 1 depicts the general location of the project site.

The site is cleared of a former home and garage. A shed still stands, and is meant to be used for construction management purposes while construction happens on Lot 2. When a building permit is pulled for Lot 1, it must require the removal of the shed to correct encroachment issues.

No formal building plans have been submitted for either lot. The applicant has expressed an interest in building a single-family home with a detached accessory dwelling unit (ADU) on Lot 1 and selling Lot 2. Lot 2 will utilize the existing water and sewer taps, while Lot 1 will be served by a new water and sewer tap that will connect to the line in Cora Street. Tap fees will be required with the resubdivision, but installation and connection won't be required until building permit is pulled for Lot 1.

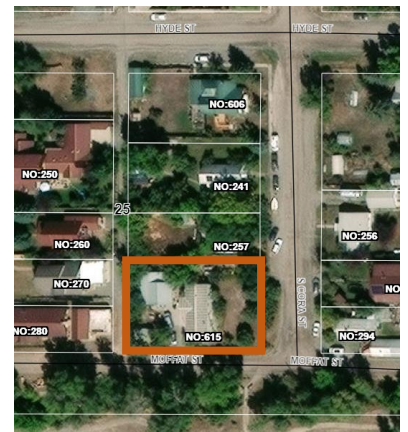


Figure 1. General Location

While it is anticipated that both lots would be developed as residences, any use allowed within the HR District may be proposed, provided the provisions of the RMC are met.

REQUEST

The Applicant is requesting approval of a Resubdivision. The Resubdivision will subdivide the existing parcel into two lots: Lot 1 and Lot 2.

CODE REQUIREMENTS

RMC §7-5-2(J)(3) APPROVAL CRITERIA FOR A RESUBDIVISION

A resubdivision may be approved and accepted by the Town Council if the application is found to meet the following criteria:

- (a) The proposed subdivision conforms to all applicable requirements for the zone district(s) in which the property is located;
- (b) The proposed subdivision substantially conforms to all other applicable requirements of this code, ordinances, and resolutions; and
- (c) The proposed subdivision is consistent with the applicable portions of the Master Plan in the reasonable judgement of the approving body.

RMC §7-5-2(J)(2) PROCEDURES:

- (e) Evaluation by Staff and Referral Agencies. Upon determination of completeness, the Town Manager or designee shall refer the application to additional reviewing agencies as set forth in Section [7-5-2\(B\)\(4\)](#), Referral Agencies, and review the application for conformance with the requirements and standards of this Municipal Code.
- (f) Staff Report. A staff report shall be prepared and provided to the reviewing body in accordance with Section [7-5-2\(B\)\(5\)](#), Staff Report.
- (g) Review and Recommendation by the Planning Commission.
 - (i) The Planning Commission shall review the resubdivision application in a manner consistent with Table T-5.1 to evaluate compliance with applicable standards. Following its review of the application, the Planning Commission may provide either a recommendation to approve, approve with conditions, or deny the application to the Town Council based on the criteria set forth in Section [7-5-2\(J\)\(3\)](#), Approval Criteria.
 - (ii) The Planning Commission may, in its sole discretion, continue or postpone the public hearing to a specified date and time to permit preparation of additional information for further review by the Planning Commission prior to providing a recommendation to the Town Council.
- (h) Review and Action by the Town Council.
 - (i) The final decision to approve, approve with conditions, or deny a resubdivision application shall be made by the Town Council in a manner consistent with Table T-5.1 and be based upon the criteria set forth in Section [7-5-2\(J\)\(3\)](#), Approval Criteria.
 - (ii) The Town Council may, in its sole discretion, continue or postpone the public hearing to a specified date and time to permit preparation of additional information for further review by the Town Council prior to making a final decision.

RMC §7-5-4 DESIGN STANDARDS

(A) General Provisions:

(1) All subdivisions shall conform to the minimum design standards of, this Section. The Town Council may allow deviation from these standards if it determines that unusual topography or a hardship exists, or that alternative standards will more effectively protect the quality of the subdivision and the public welfare, or more effectively achieve the purposes of these Subdivision Regulations.

(2) All subdivisions shall be developed in accordance with the Town's Master Plans, Zoning Regulations, Floodplain Regulations, and other applicable Town ordinances, regulations and specifications.

ANALYSIS

COMPLIANCE WITH THE MASTER PLAN

This parcel is identified as *Town Core Neighborhoods* on the Future Land Use Map (updated Feb. 2024) of the 2019 Master Plan. This anticipates the following land uses and development patterns on this parcel:

Maximum Density / Height	6 to 12 du/ac; 3 stories
Primary Uses:	Single-family homes, duplexes, and smaller multifamily residential uses
Supporting Uses	Professional offices and service businesses, limited retail, parks and recreational facilities, community gardens, civic and government facilities
Characteristics	<ul style="list-style-type: none"> • Town Core Neighborhoods are characterized by a gridded street pattern and alleys. • Historic preservation and adaptive reuse of existing structures are a priority to maintain the historic character of this area. New development should respect the scale and character of existing development. • While single-family homes and duplexes are the primary housing types found within these neighborhoods, they also support a range of higher density housing types such as townhomes and smaller multi-family buildings. Accessory dwelling units are encouraged where permitted. • Office, service businesses, and retail uses are only allowed along Sherman Street. Such uses must appear "residential" to differentiate this section of Sherman Street from uses in the Town Core and maintain the character of the neighborhood.

The project should be in general conformance with the goals and policies identified within the 2019 Master Plan and the Future Land Use Map. Figure 2 depicts the Future Land Use classification of the subject property and surrounding area. The Master Plan provides important insight into the community’s vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals.

Based on the review of the proposed development, the following Master Plan policies and goals appear to be met by the proposed project:

- GOAL COM-2: Encourage a diversity of housing options that meet the needs of residents
- GOAL CHR-1: Support vibrant, diverse, safe and well-connected neighborhoods.



Figure 2. Future Land Use Map

LAND USES

The Applicant is proposing two lots. While the indicated plan is for a single-family home with a detached accessory dwelling unit for each lot, the Applicant is not proposing any construction for either lot at this time.

Table T-4.3 of the RMC identifies the uses by right and conditional uses permitted in the HR zone district. Single-family dwellings and accessory dwelling units are both allowed in the HR zone district.

The breakdown of each lot is shown in the table below.

<i>Lot</i>	<i>Lot Size SF</i>	<i>Use</i>
Lot 1	7,100sf	Future residence with ADU
Lot 2	7,100sf	Future residence with ADU
Totals	14,200 sf	-

DIMENSIONAL STANDARDS

Table T-4.4 sets forth the required dimensional standards that shall be met for various uses within each zone district. For the HR zone district, the following standards apply to single-family and duplex uses:

<i>Standard</i>	<i>Requirement</i>	<i>Proposed</i>	
		<i>Lot 1</i>	<i>Lot 2</i>
Min. Lot Width	25'	50'	50'
Min. Lot Size	3,000sf	7100sf	7100sf
Max. Lot Coverage	60%	TBD with building permit	TBD with building permit
Min. Front Setback	15'	TBD with building permit	TBD with building permit
Min. Rear Setback	8' (2' if abuts alley)	TBD with building permit	TBD with building permit

Min. Side Setback	3' (2' if abuts alley)	TBD with building permit	TBD with building permit
Max. Side on Corner Lot	7.5'	TBD with building permit	N/A
Structure Height	27'	TBD with building permit	TBD with building permit

**These dimensional standards will be confirmed at the time of building permit review.*

SUPPLEMENTAL REGULATIONS

(A) Accessory Dwelling Units.

All ADU criteria have been met and will undergo further review at building permit.

(M) Parking Standards.

(1) Off-Street Parking Requirements. The following off-street parking requirements shall apply unless otherwise indicated in all districts.

<i>Use</i>	<i>Required Parking Spaces</i>
Residences	Single-Family and Duplex: 2 spaces per dwelling unit. All Other Residential: 1 space per dwelling unit

Parking on Lots 1 & 2 will be reviewed at the time the building permit for each lot is submitted.

DESIGN STANDARDS.

(A) General Provisions:

(1) All subdivisions shall conform to the minimum design standards of, this Section. The Town Council may allow deviation from these standards if it determines that unusual topography or a hardship exists, or that alternative standards will more effectively protect the quality of the subdivision and the public welfare, or more effectively achieve the purposes of these Subdivision Regulations.

(2) All subdivisions shall be developed in accordance with the Town's Master Plans, Zoning Regulations, Floodplain Regulations, and other applicable Town ordinances, regulations and specifications.

The project is not proposing any new roads, streets, cul-de-sacs, or alleys; therefore, the existing infrastructure will be used and provides adequate access. All utility services have been addressed below and meet requirements outlined in this section.

An existing shed will be removed with Building permit for Lot 1.

UTILITIES

Water Service: Service to Lot 1 will come from a new tap and connection to the main in Cora Street. Lot 2 will be served by Cora Street water main via an existing tap. This will have to be finalized prior to the town issuing any additional building permits and if additional easements are necessary, those would have to be attained at that time.

Sewer Service: Service to Lot 1 will come from a new tap and connection to the main in Cora Street. Lot 2 will be served by Cora Street sewer main via an existing tap. This will have to be finalized prior

to the town issuing any additional building permits and if additional easements are necessary, those would have to be attained at that time.

Electric Service: Service for Lots 1 & 2 will be via an electrical junction box near the alley on the northwest corner of the property. A 10' easement is shown on the plat where electrical service will be undergrounded to each lot (see plat).

Natural Gas Service: A natural gas main line exists in the alley to the west of the properties. The application was forwarded to Black Hills for review, and they did not return any comment. This will have to be finalized prior to the town issuing any additional building permits and if additional easements are necessary, those would have to be attained at that time.

PUBLIC NOTICE AND PUBLIC COMMENT

The application was forwarded to referral agencies on May 31, 2024, with a due date of June 25, 2024. The materials were sent to ten referral agencies and three responded. All referral comments have been adequately addressed.

The applicant has submitted a hearing application, associated fees, plat materials, and other required support materials for this public hearing to the Town.

The property has been posted and proper notification has been completed by the Town in accordance with RMC §7-5-2(B)(6).

As of the drafting of this staff report, no public comments either for or against the request have been received.

PLANNING COMMISSION RECOMMENDATION

At their public hearing on October 29th, 2024, the Town of Ridgway Planning Commission considered the Resubdivision request for the Haaland-Ballantyne Subdivision.

After considering testimony given in the public hearing, the Planning Commission recommended approval of the resubdivision with the following condition:

1. Prior to the Town recording the Resubdivision Plat with the Ouray County Clerk and Recorder's Office, all signatures shall be obtained and the Tap Fees and excise tax for the created lot shall be paid.

The motion passed unanimously.

STAFF RECOMMENDATION

Upon review of the application against applicable Town standards, staff recommends that the Town Council approval of the Resubdivision to the Town Council with the following condition:

1. Prior to the Town recording the Resubdivision Plat with the Ouray County Clerk and Recorder's Office, all signatures shall be obtained and the Tap Fees and excise tax for the created lots shall be paid.

Recommended Motion:

"I move to approve the Haaland Ballantyne Resubdivision, finding that the criteria set forth in RMC §7-5-2(J)(3) have been met with the following condition:

1. Prior to the Town recording the Resubdivision Plat with the Ouray County Clerk and Recorder's Office, all signatures shall be obtained and the Tap Fees and excise tax for the created lots shall be paid.

Alternative Motions:

Approval with conditions:

"I move to approve the Haaland Ballantyne Resubdivision, finding that the criteria set forth in RMC §7-5-2(J)(3) have been met with the following conditions:

1. _____
2. _____
3. _____

Denial:

"I move to deny the Haaland Ballantyne Resubdivision, finding that the criteria set forth in RMC §7-5-2(J)(3) have not been met."

ATTACHMENTS

1. Application
2. Project Narrative
3. Haaland-Ballantyne Resubdivision Final Plat

Attachment 1

APPLICATION

Official Use Only:

Receipt #

714

Date received

5-14-24

Initials

CB

General Information

Applicant Name

Chris Haaland
Sara Ballantyne

Application Date

5/14/2024

Mailing Address

755 Sabeta, Ridgway CO

Phone Number

Email

Owner Name

Chris Haaland, Sara Ballantyne

Phone Number

Email

Address of Property for Hearing

615 Moffat

Zoning District

HR

Brief Description of Requested Action

Request to split Block 25 Lots 21, 22, 23, 24
into 2 residential lots

Lots 21, 22 = Lot 2

Lots 23, 24 = Lot 1

Action Requested and Required Fee Payable to the Town of Ridgway

Land Use Applications

<input type="checkbox"/> Administrative Adjustment	\$150.00	<input type="checkbox"/> Minor Amendment to Conditional Use Permit	\$100.00
<input type="checkbox"/> Appeal of Planning Decision	\$250.00	<input type="checkbox"/> Site Plan Review	\$1000.00
<input type="checkbox"/> Conditional Use Permit	\$250.00	<input type="checkbox"/> Temporary Use Permit	\$150.00
<input type="checkbox"/> PUD Zoning	\$1500.00 + \$25.00 per lot or unit	<input type="checkbox"/> Variance	\$250.00
<input type="checkbox"/> Major Amendment PUD	\$500.00	<input type="checkbox"/> Zoning Map Amendment	\$250.00
<input type="checkbox"/> Minor Amendment PUD	\$250		

Subdivisions

<input type="checkbox"/> Amended Plat	\$250.00	<input type="checkbox"/> Resubmittal of Preliminary Plat	\$750.00 + \$25.00 per lot or unit
<input type="checkbox"/> Boundary or Lot Line Adjustment	\$300.00	<input type="checkbox"/> Final Plat	\$600.00
<input type="checkbox"/> Building Footprint	\$150.00	<input checked="" type="checkbox"/> Minor Subdivision	\$1500.00 + \$50.00 per lot or unit
<input type="checkbox"/> Condominium	\$500.00	<input type="checkbox"/> Resubdivision	\$600.00
<input type="checkbox"/> Lot Consolidation	\$300.00	<input type="checkbox"/> Right-of-Way Vacation	\$600.00
<input type="checkbox"/> Sketch Plan	\$300.00 + \$10.00/lot or unit	<input type="checkbox"/> Town House	\$500.00
<input type="checkbox"/> Preliminary Plat	\$1500.00 + \$25.00 per lot or unit		

Signs

<input type="checkbox"/> Master Sign Plan	\$150.00	<input type="checkbox"/> Master Sign Plan, Appeal	\$250
<input type="checkbox"/> Master Sign Plan, Minor Change	\$50.00	<input type="checkbox"/> Sign Permit	\$35.00 per sign
<input type="checkbox"/> Master Sign Plan, Major Change	\$150.00		

Miscellaneous Applications

<input type="checkbox"/> Amendment to Zoning Regulations	\$200.00	<input type="checkbox"/> Other Reviews	\$250.00
<input type="checkbox"/> Annexation	\$1500.00	<input type="checkbox"/> Outdoor Lighting Appeal	\$250.00
<input type="checkbox"/> Construction Documents	\$1000.00	<input type="checkbox"/> Outdoor Light Variance	\$250.00
<input type="checkbox"/> Deviation from Residential, Commercial, or Industrial Design Standards	\$175.00	<input type="checkbox"/> Site Specific Development Plan	\$50.00
<input type="checkbox"/> Mobile Homes or Factory-built housing set up within a lawful mobile home park	\$200.00	<input type="checkbox"/> Statutory Vested Rights	\$1500.00
<input type="checkbox"/> Nonconforming Use, Changeover	\$150.00	<input type="checkbox"/> Zoning or Land Use Compliance Letters	\$100.00

In addition to the above fees, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.

The Town Council, in its sole discretion, may defer, reduce and/or waive certain land use fees for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

Application Signatures

Please note that incomplete applications will be rejected.

Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing.

Please contact staff with any questions.

Applicant Signature *Chris Kroll* **Date** *5/14/24*

Owner Signature *Chris Kroll* **Date** *5/14/24*

Eva Ballantyne *5/14/24*

Town of Ridgway, Colorado Acknowledgment of Fees and Costs

Chris Haaland ("Applicant") and Chris Haaland / Sara Ballantyne ("Owner") do hereby acknowledge that with the filing of an application, or seeking Town review under Chapter 7, Section 3 or Section 4 of the Town of Ridgway Municipal Code, that it is subject to the requisite fees and costs associated with such action, in accordance with 7-3-20 and 7-4-12, including out-of-pocket legal fees and/or engineering fees.

Applicant and Owner acknowledge that no plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or final approved action taken until all fees then due are paid to the Town.

Applicant and Owner acknowledge that the Town may suspend review of submittals, inspection of improvements, and processing of a subdivision, as it deems appropriate, unless all amounts are paid as due.

Applicant and Owner further acknowledge that unpaid fees may be certified to the Ouray County Treasurer for collection as delinquent charges against the property concerned.

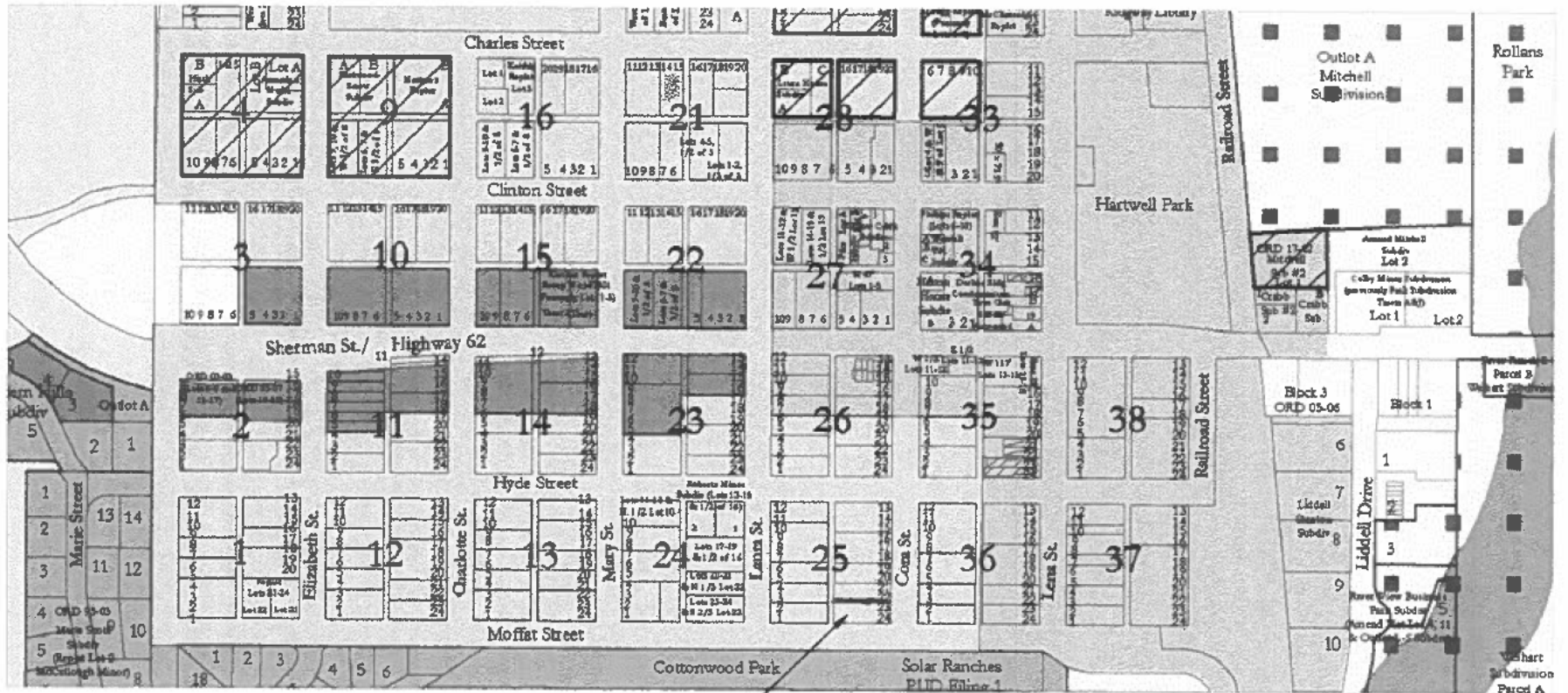
Acknowledge this 14 day of May, 2024.

APPLICANT:

By: Chris Haaland
(Signature)
Chris Haaland, authorized signer
(Print Name)

PROPERTY OWNER:

By: Chris Haaland / Sara Ballantyne
(Signature)
Chris Haaland / Sara Ballantyne, authorized signer
(Print Name)



LOT SPLIT

615 MOFFAT ST. RIDGWAY, COLORADO
 MUNICIPAL ZONING : HR

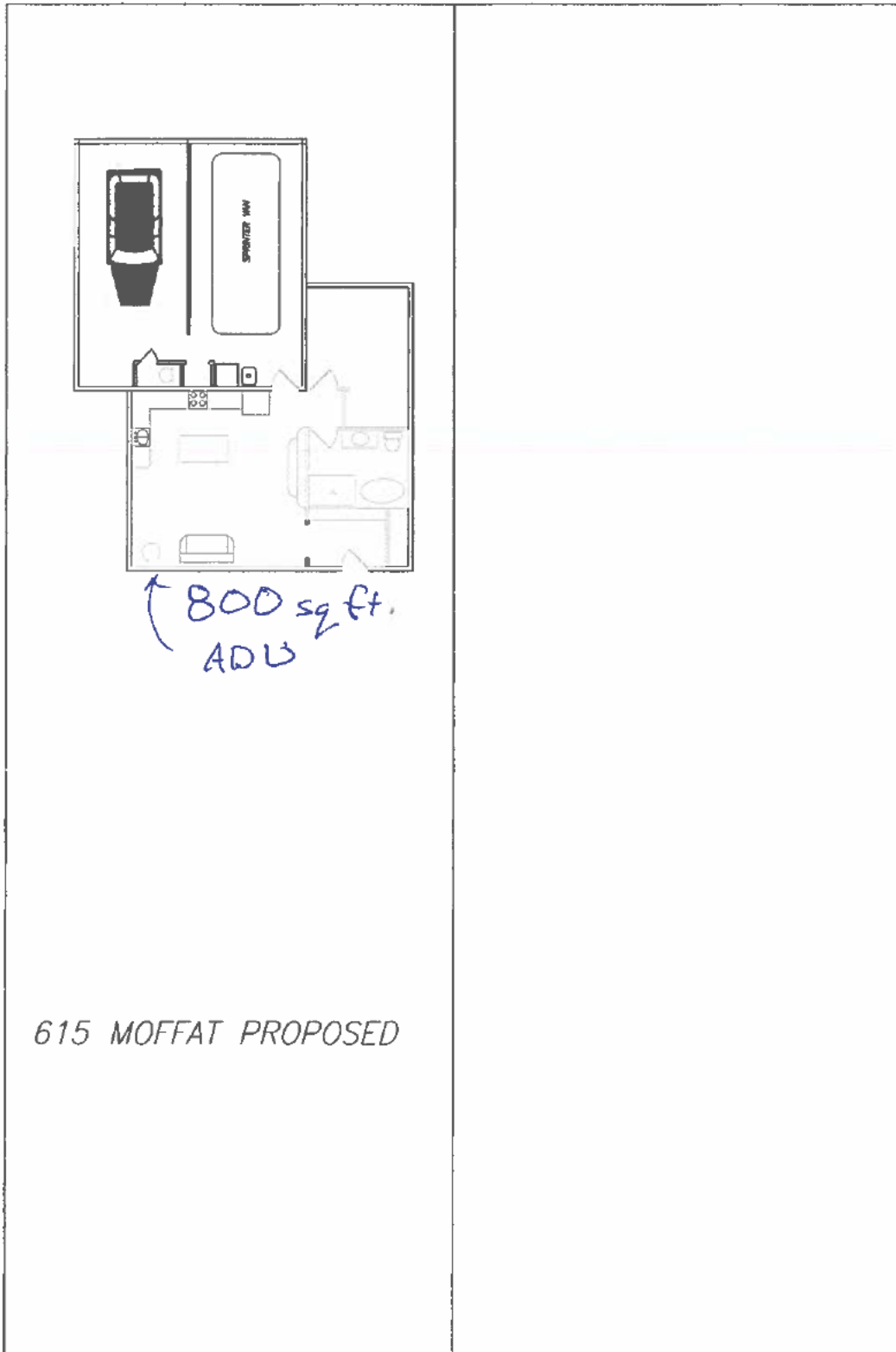
PRESENT CONFIGURATION: BLOCK 25 LOTS 21,22,23,24
 PRESENT LOT DIMENSION: 150' X 100' (15,000 SQ.FT.)

PROPOSED CONFIGURATION: LOT (21, 22) & LOT (23, 24)
 PROPOSED LOT DIMENSIONS: (2) @ 150' X 50'
 (2 @7,500 SQ.FT)

ALLEY

50'

50'



MOFFAT ST.

150'
142'

615 MOFFAT PROPOSED

150'
142'

50'

50'

S. CORA STREET

Account: R001974

Location

Situs Address 615 MOFFAT ST
City Ridgway
Tax Area Id 201 - 201

Parcel Number 430516311006

Legal Summary Subd: TOWN OF RIDGWAY
Lot: 21 Block: 25 Subd: TOWN OF RIDGWAY
Lot: 22 Block: 25 Subd: TOWN OF RIDGWAY
Lot: 23 Block: 25 Subd: TOWN OF RIDGWAY
Lot: 24 Block: 25 S: 16 T: 45 R: 8

Mining District

Owner Information

Owner Name HAALAND CHRISTEN
Owner Address 755 SABETA DR
RIDGWAY, CO 81432

Assessment History

Actual (2023 - SB23001-Residential applied)	\$451,010
Assessed	\$30,220
Tax Area: 201 Mill Levy: 63.341	
Type	Actual Assessed Acres SQFT Units
Improvements	\$109,670 \$7,350 0.000 2536.000 0.000
Land	\$341,340 \$22,870 0.000 14200.000 0.000

Transfers

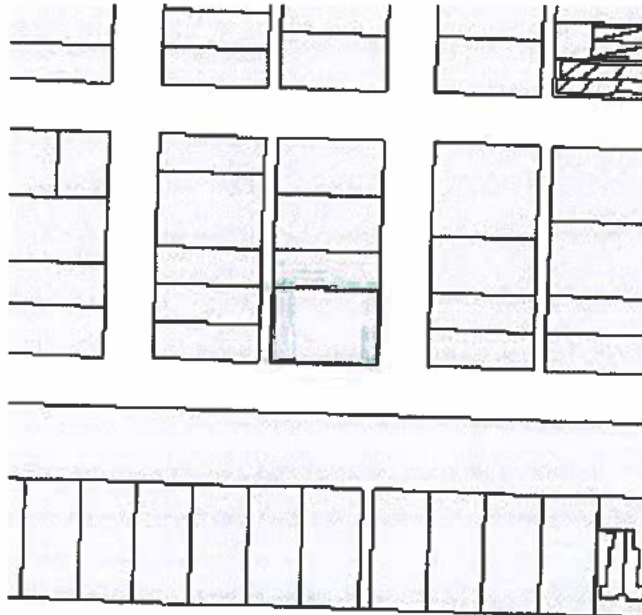
Reception Number	Sale Date	Sale Price	Doc Description
213835	04/16/2015		WARRANTY DEED JOINT TENANTS
213834			AFFIDAVIT
207104	03/20/2012		WARRANTY DEED JOINT TENANTS
195334	07/03/2007		QUIT CLAIM
193983	01/17/2007		WARRANTY DEED JOINT TENANTS
184715	05/31/2004		DEATH CERTIFICATE
128396	06/03/1980		WARRANTY DEED
	09/07/1909		TREASURER'S DEED
			PLAT

Tax History

Tax Year	Taxes
2023	\$1,914.16
2022	\$1,076.68

Images

- [Google Map \(May not be accurate\)](#)
- [Photo](#)
- [Sketch](#)
- [GIS](#)



ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: OUB5003698-2

Property Address:

615 MOFFAT ST, RIDGWAY, CO 81432

1. Effective Date:

01/28/2015 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

Owner's Extended Coverage Policy - ALTA Owner's Policy 06-17-06 (For Residential Land)

Proposed Insured:

CHRISTEN HAALAND AND SARA BALLANTYNE

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

DEBRA HYNES

5. The Land referred to in this Commitment is described as follows:

LOTS 21, 22, 23 AND 24, BLOCK 25, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

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AMERICAN
LAND TITLE
ASSOCIATION



Attachment 2

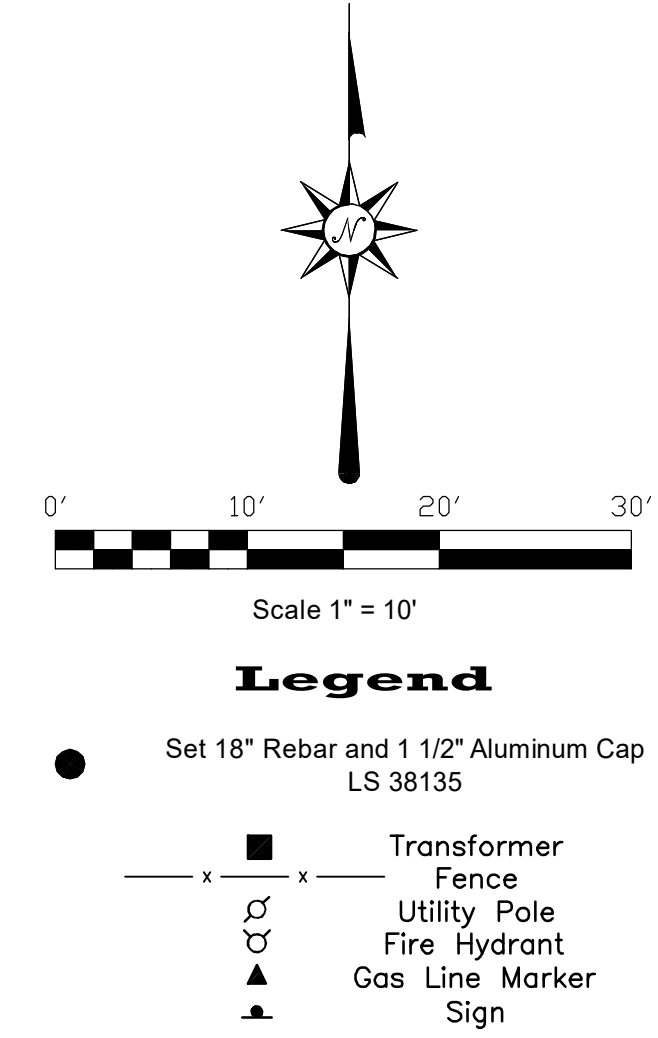
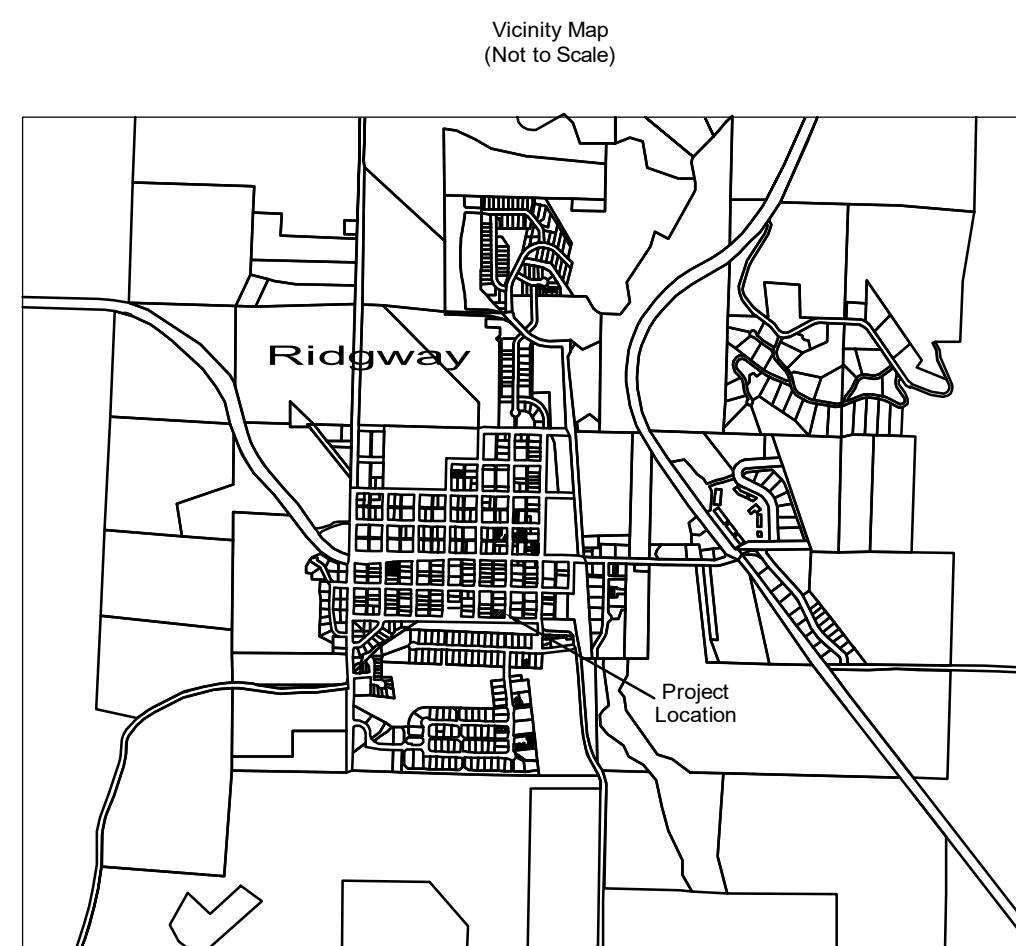
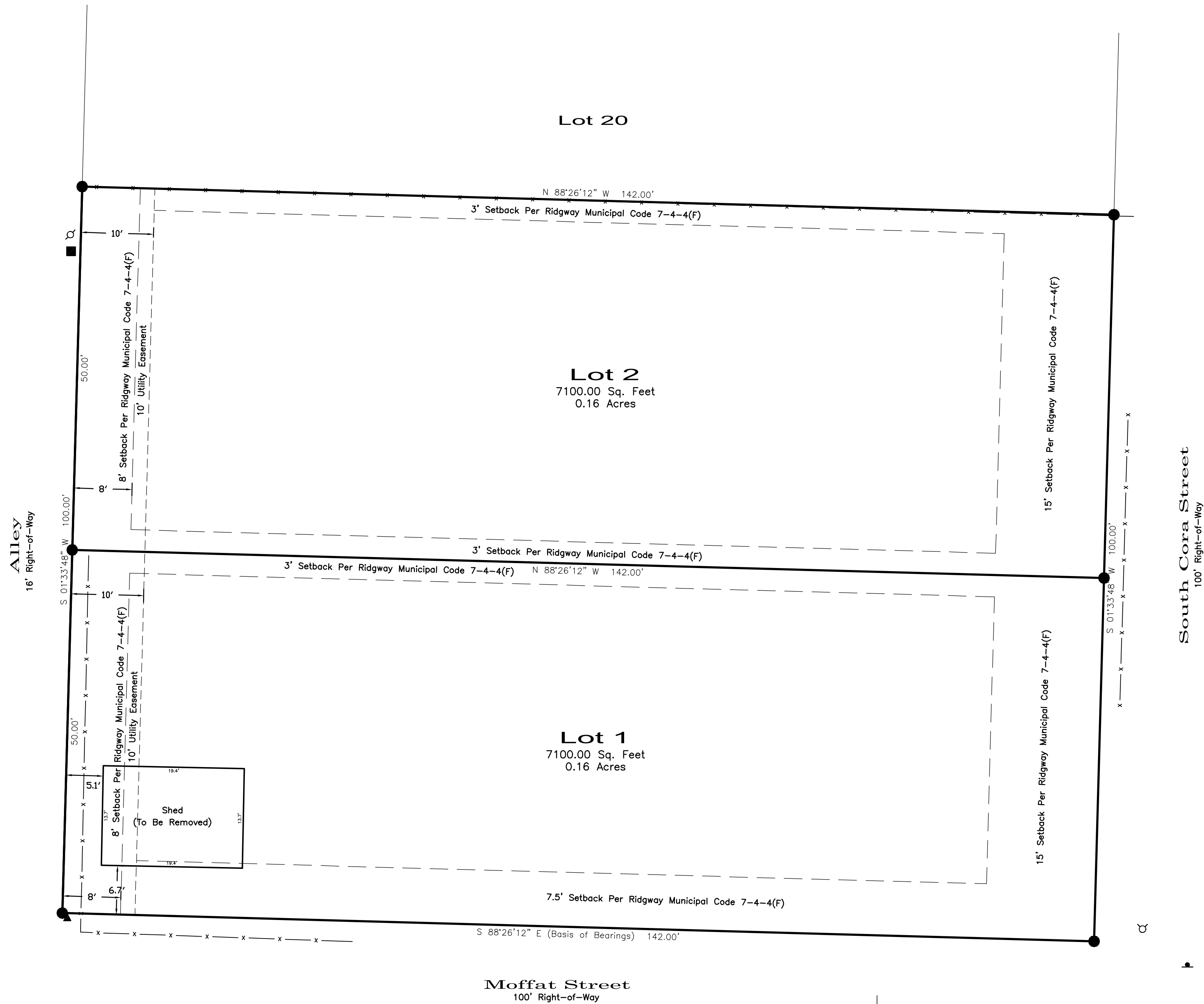
615 Moffat Street
Ridgway, Colorado
81432
10/10/24

2nd Planning Letter Response (Corrected)

2. Owner has met with San Miguel Power. Electric Power will be supplied from NW power pole transformer. Power will supply both lots 1 & 2 underground via 10' utility easement.
3. Lot #2 will be served by the existing water and sewer Taps.
Lot #1 will be served by new Water & Sewer taps to be located in the Cora Street existing Right of way. **The new water and sewer taps will be paid for at the time as set forth in the Town of Ridgway Regulations.**
4. The existing shed will be used for construction storage for the building process for lot #2. It will be removed or relocated to setback regulations when building begins for lot #1.
5. The title has been changed from "Subdivision" to "Resubdivision".
8. No public Infrastructure improvements will be required with the lot split. No Engineering Certificate will be required.

Final Plat for Haaland - Ballantyne Subdivision
A Resubdivision of the Lots 21, 22, 23 and 24, Block 25, Town of Ridgway

Section 17, Township 45 North, Range 8 West, New Mexico Principle Meridian, Town of Ridgway, Ouray County, Colorado



CERTIFICATE OF OWNERSHIP AND DEDICATION:

Know all persons by these presents: Christen Haaland and Sara Ballantyne, ("Owner"), being the owner of the land described as follows:

Lot 21, 22, 23 and 24, Block 25, Town of Ridgway, County Of Ouray, State Of Colorado ("Property"), has laid out, platted and subdivided same as shown on this plat under the name of FINAL PLAT FOR HAALAND - BALLANTYNE SUBDIVISION, A RESUBDIVISION OF LOTS 21, 22, 23 AND 24, BLOCK 25, TOWN OF RIDGWAY, and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.

In witness hereof Owner has executed this Plat effective as of _____, 202__.

By: _____
 Printed Name: Christen Haaland
 Title: Owner

By: _____
 Printed Name: Sara Ballantyne
 Title: Owner

NOTARIAL:

STATE OF _____)
) ss.
 COUNTY OF _____)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this ____ day of _____, 202__ by Christen Haaland & Sara Ballantyne.

Witness my hand and official seal.

My commission expires: _____

Notary Public

SURVEYOR'S CERTIFICATE

I, Peter C Sauer, being a Registered Land Surveyor in the State of Colorado do hereby certify that that this plat was prepared under my direct supervision and that said survey is accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

Peter C Sauer
 License No. 38135

ATTORNEYS CERTIFICATE:

I, _____, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the Title Commitment Order Number _____ effective as of _____ at _____ M. issued by _____ and according to that title commitment, of all land herein platted and that title to such land is in the dedicator(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

Dated this _____ day of _____, 202__.

_____, Attorney at Law

TREASURERS CERTIFICATE:

According to the records of the County of Ouray Treasurer there are no liens against this subdivision or any part thereof for unpaid state, county municipal or local taxes or special assessments due and payable. Dated this _____ day of _____, 202__.

By: _____
 Jill Mihelich, Ouray County Treasurer

NOTES

1. Outdoor Lighting; All outdoor lighting shall conform to Ridgway Municipal Code Section 7-4-6(K) "Outdoor Lighting Regulations", as may be amended.
2. The property platted hereon is subject to the prior easements as shown hereon.
3. All construction will conform with Ridgway Municipal Code.
4. BASIS OF BEARINGS: The south line of LOT 24, BLOCK 5, TOWN OF RIDGWAY, COLORADO is recorded as as being S 88°26'12" E, as shown hereon.
5. Linear Units: US Survey Foot.
6. The maximum Number of Dwelling units allowed is two (2), one (1) on each lot, for which the applicable excise tax has been paid. If any additional units added the excise tax for said units shall be due with the building permit or upon any further subdivision.
7. All existing accessory structures shall be removed from Lot 2 prior to the sale of Lot 2.

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

PLANNING COMMISSION:

Recommended for approval by the Planning Commission this _____ day of _____, 202__.

By: _____
 Michelle Montague, Town of Ridgway Planning Commission Chairperson

TOWN COUNCIL:

Approved by the Town Council this _____ day of _____, 202__.

By: _____
 John Clark, Town of Ridgway Mayor

APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Ouray County Clerk and Recorder's Office this _____ day of _____, 202__.

By: _____
 Bo Nerlin, Town of Ridgway Town Attorney

CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and adequate to serve each lot in the _____ Subdivision.

Dated this _____ day of _____, 202__.

By: _____
 Preston Neill, Town of Ridgway Town Manager

RECORDER'S CERTIFICATE

This plat was filed for record in the office of Clerk and Recorder of Ouray County at _____ M. on the _____ day of _____, A.D. 202__, under

Reception No. _____

By: _____
 Cristy Lynn Sulewski, Ouray County Clerk and Recorder

Deputy

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 5/5/24	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
		OFFICE (970) 249-5349 CELL (970) 729-1289 23414 INCOMPARE ROAD MONTROSE, CO 81403 WWW.ORIONSURVEYING.COM		
DRAWING PATH: Replat 4-24		SHEET No. 1 OF 1		PROJECT: 24049

AGENDA ITEM #11



REVOCABLE PERMIT Right-of-Way

The Town of Ridgway, Colorado hereby grants to Chloe's Charcuterie and Wine, LLC ("Permittee") a revocable permit to utilize the following public property:

Sidewalk directly abutting 616 Clinton Street, Ridgway, Colorado, in front of Chloe's Charcuterie and Wine, facing Clinton Street from the building face to the street, which shall include six feet of open pedestrian passage, for the purpose of placing tables and chairs to serve beverages, including alcoholic beverages pursuant to the Beer and Wine Liquor License issued by the State of Colorado Department of Revenue Liquor Enforcement Division, subject to the conditions set forth herein as follows:

1. Permittee agrees to indemnify and hold harmless the Town of Ridgway, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Permit, including the sale and consumption of alcoholic beverages, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Permittee, or any employee of the Permittee, or which arise out of any worker's compensation claim of any employee of the Permittee. The Permittee agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Permittee, or at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with, any such liability, claims, or demands. The Permittee also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.
2. Permittee agrees to indemnify and hold harmless the Town from any claim, action, liability, loss, damage or suit arising from or out of the Americans with Disabilities Act (the "ADA") based on any encroachment into the Town of Ridgway Right of Way, or access issues or the lack of ADA compliant ramps or other improvements at the location of the property identified for use under this permit and from any future litigation or claims resulting from the same.
3. Permittee hereby agrees to waive any claim against the Town, its officers or employees for damage to their persons or property arising out of this Permit, the exercise of rights granted under this Permit, or the use of the public property granted herein by the Town.
4. Permittee shall maintain and use the public property at all times in conformity with



Town ordinances, regulations and other applicable law, keep it in a safe and clean condition and allow no nuisance to be created by virtue of the Permit, and not allow any traffic or safety hazard to exist. Permittee shall not construct any buildings or improvements upon the public property except as authorized by this permit.

- To the extent the encroachments are reduced, removed or discontinued, the extent of this permit shall be deemed reduced. Permittee shall not restore a reduced encroachment or expand the existing encroachment(s) in any way.
- The following conditions shall also apply:

The Permittee is responsible for placement, maintenance, and repair of tables and chairs situated within the Town's right of way; and any damage or harm to other Town infrastructure associated with the placement, maintenance, and repair of the encroachment.

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

A minimum of six feet of open pedestrian passage that is contiguous to adjoining rights of way shall be available to the public at all times.

- The Permittee will be using Town power: Yes No
- Insurance required: Yes No
- Type and amount of coverage: General liability: \$1,000,000 each occurrence; liquor liability with the Town, its officers and employees as Additional Insured; General Aggregate: \$2,000,000 per insured club or insured individual; Damage to Premises \$100,000; Workers Compensation: \$150,000 for any one person, \$600,000 for any one accident, and public property damage insurance with a minimum limit of \$100,000 for any one accident (see RMC), or "to cover obligations imposed by applicable laws for any employee engaged in the performance of work for Permittee". Permittee must file with the Town a certificate signed by a qualified agent of an insurance company evidencing the existence of valid and effective policies required and naming the Town and its officers and employees as an additional insured at least to the limits required, and submit a copy of an endorsement placed on each policy and requiring ten days notice by mail to the Town before the insurer may cancel the policy for any reason.
- The Permittee shall be responsible to reimburse the Town for all out of pocket costs incurred by the Town in the issuance, administration and enforcement of this permit, including reasonable attorney's fees. Permittee shall reimburse the Town for any damage caused to Town property as a result of this permit and Permittee's activities hereunder. If such amounts are not paid when billed by the Town, the Town may collect such amounts as an assessment against Permittee's abutting property or other



property to wit:

Chloe's Charcuterie and Wine LLC, including successors and assigns

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

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

The undersigned hereby accepts this Permit and all conditions above, this _____ day of _____, 2024.

12. Total Fees are as follows:

Permit Fee: \$50.00

**ADDITIONAL TERMS AND CONDITIONS RELATED TO
SALE AND CONSUMPTION OF ALCOHOL**

1. Permittee shall meet and comply with all applicable liquor licensing requirements.
2. Permittee shall provide detailed description of right of way area to be used for sale and consumption of alcohol, which area shall be subject to review and approval by the Town. Any use of sidewalks upon rights of way private sale and consumption of alcohol shall allow for minimum unobstructed pedestrian passage of six feet in width. Any improvements upon the right of way shall be subject to prior review and approval of the Town.
3. The area of right of way area to be used for sale and consumption of alcohol shall not extend beyond the adjoining property lines of the premises subject to the Permittee's liquor license. The liquor license must include a description of the right of way within the defined premises in accordance with CRS § 12-47-301.
4. Permittee shall take all necessary measures to ensure that the permitted use of right of way for sale and consumption of alcohol does not create any nuisance or disturbance to neighboring and nearby properties.



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

5. The following conditions related to sale and consumption of alcohol shall apply to Permittee:

A detailed description of use of Town right-of-way to be approved by Town Staff before permit will be issued.

TOWN OF RIDGWAY

PERMITTEE: Chloe's Charcuterie and Wine, LLC

By _____
John Clark, Mayor

By _____
Holly Kintz, Sole Member

AGENDA ITEM #12



Building People, Places & Community

To: Honorable Mayor and Town of Ridgway Town Council
Cc: Preston Neill, *Ridgway Town Manager*
Angie Kemp, AICP, *Ridgway Town Planner*
From: TJ Dlubac, AICP, *CPS, Contracted Town Planner*
Max Garcia, AICP, *CPS, Contracted Town Planner*
Date: December 6, 2024
Subject: Dalwhinnie-Ridgway Athletic Park Annexation – Findings of Fact Resolution No. 24-14

APPLICATION INFORMATION

Request: Annexation of parcels of land into the Town of Ridgway
Legal: Situated In Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian Town Of Ridgway, County Of Ouray, State Of Colorado
Address: Located adjacent to County Road 23, southeast of Ridgway Athletic Park.
Applicant: Chris Hawkins, Alpine Planning, LLC
Owner: Robert Dow, Dalwhinnie Group, LLC

PROJECT OVERVIEW

ANNEXATION PROCESS BACKGROUND

Submittal:

A Petition for Annexation for the Dalwhinnie-Ridgway Athletic Park Annexation has been submitted to the Town. The petition and the supplemental materials were determined to be complete, and Town staff was able to process the petition in accordance with C.R.S. and RMC requirements.

Substantial Compliance:

The first step in the annexation review process was for the Town Council to review the petition for substantial compliance with the Annexation Act. The petition was found to be in substantial compliance; therefore, at the September 6th meeting, the Town Council approved Resolution 2024-09; finding the petition to be substantially compliance with the Annexation Act and setting a Public Hearing for November 13, 2024.

Initial Zoning:

At the October 29th meeting, Planning Commission recommended approval of the Dalwhinnie-Athletic Park Annexation Zoning Map Amendment. This is an item for Town Council consideration at the December 11th Town Council meeting.

1st Reading of Annexation Ordinance:

At the November 13th meeting, Town Council reviewed the Annexation request as a 1st reading of proposed Ordinance 06-2024. Town Council unanimously approved the Ordinance on first reading.

Findings of Fact:

The Annexation Act requires that the Town Council make findings of fact that the parcels requesting annexation are eligible to be annexed. The Town Council will consider this resolution at their December 11th meeting.

SUMMARY OF ANNEXATION PETITION

The Petition includes approximately 3.53 acres of property owned by Dalwhinnie Group and the Town of Ridgway, collectively referred to as the "Petitioners". 0.72 acres petitioning to be annexed is CR 23 right-of-way. A copy of the Annexation Petition and Annexation Map are attached to this report.

As outlined in in the Annexation Act, a Petition for Annexation must meet the following criteria:

- Be signed by a minimum of 50% of property owners owning or than 50% of the area petitioned to be annexed and have applicable contact information.
- Submit an annexation map containing the required information.
- The property must be eligible to be annexed to the Town. Eligibility is defined as:
 - (a) Not less than one-sixth of the perimeter of the areas proposed to be annexed is contiguous to the annexing municipality.
 - (b) A community of interest exists between the area being proposed for annexation and the Town.

CODE REQUIREMENTS

COLORADO REVISED STATUTES

31-12-107. Petitions for annexation and for annexation elections.

(1) Petition for annexation in accordance with section 30 (1)(b) of article II of the state constitution:
(g) If the petition is found to be in substantial compliance with this subsection (1), the procedure outlined in sections 31-12-108 to 31-12-110 shall then be followed. If it is not in substantial compliance, no further action shall be taken.

31-12-108. Setting hearing date - notice given.

(1) As a part of the resolution initiating annexation proceedings by the municipality or of a resolution finding substantial compliance of an annexation petition or of a petition for an annexation election, the governing body of the annexing municipality shall establish a date, time, and place that the governing body will hold a hearing to determine if the proposed annexation complies with section 30 of article II of the state constitution and sections 31-12-104 and 31-12-105 or such provisions thereof as may be required to establish eligibility under the terms of this part 1. The hearing shall be held not less than thirty days nor more than sixty days after the effective date of the resolution setting the hearing. This hearing need not be held if the municipality has determined conclusively that the requirements of section 30 of article II of the state constitution and sections 31-12-104 and 31-12-105 have not been met.

(2) The clerk shall give notice as follows: A copy of the resolution or the petition as filed (exclusive of the signatures) together with a notice that, on the given date and at the given time and place set by the governing body, the governing body shall hold a hearing upon said resolution of the annexing municipality or upon the petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of section 30 of article II of the state constitution and sections 31-12-104 and 31-12-105 and is considered eligible for annexation. Said notice shall be



published once a week for four successive weeks in some newspaper of general circulation in the area proposed to be annexed. The first publication of such notice shall be at least thirty days prior to the date of the hearing. The proof of publication of the notice and resolution or petition, or the summary thereof, shall be returned when the publication is completed, the certificate of the owner, editor, or manager of the newspaper in which said notice is published shall be proof thereof, and a hearing shall then be held as provided in said notice. A copy of the published notice, together with a copy of the resolution and petition as filed, shall also be sent by registered mail by the clerk to the board of county commissioners and to the county attorney of the county wherein the territory is located and to any special district or school district having territory within the area to be annexed at least twenty-five days prior to the date fixed for such hearing. The notice required to be sent to the special district or school district by this subsection (2) shall not confer any right of review in addition to those rights provided for in section 31-12-116.

(3) The governing body of the annexing municipality, from time to time, may continue the hearing to another date without additional notice if the volume of material to be received cannot be presented within the available time for any given session; except that no session of a hearing shall be so continued unless at least one hour of testimony has been heard.

ANALYSIS

EXISTING CONDITIONS

The area is located west of Uncompahgre River but is located outside the flood hazard area as shown in the Annexation Map. Parcel A has an approximately 5% grade from west to east, going towards the river. A portion of Parcel A is located within the Uncompahgre River Overlay District (UROD).

ANNEXATION ELIGIBILITY

Ownership

The Petition for Annexation shall be signed by a minimum of 50% of property owners owning or than 50% of the area petitioned to be annexed and have applicable contact information. The proposed Parcel A is owned by the Dalwhinnie Group, LLC and has signed the Petition for Annexation. The Proposed Parcel C is owned by the Town of Ridgway and the Town has signed the Petition for Annexation. With the aforementioned signatures, the proposed development is compliant with the ownership requirement.

Contiguity

The statutory requirement of a minimum of 1/6th contiguity to the current Town limits is attained by this property with land adjacent to the north and west. The total perimeter of the project area is 2,469.04 feet, therefore, a minimum of 411.51' must be contiguous to the current Town limits. The perimeter of the proposed development that is contiguous to Town limits is 1,268.99 feet . The proposed development is compliant with the 1/6th contiguity requirement.

Community of Interest

There is a community of interest between the areas petitioning to be annexed into the Town. One portion is owned by the town and is part of the Town's Athletic Park and the other is a portion of a subdivision where a significant portion of the property is already within the town limits. The annexation would extend right-of-way to continue the Town street network and provide adequate space to install the necessary public facilities to serve this development and comply with all state and federal regulations.



FINDINGS:

Staff concludes with regard to the annexation of the property that the land is eligible for annexation as required by the Annexation Act. Staff further concludes that all procedural requirements set forth in the Annexation Act have been complied with and that the property should be annexed to the Town of Ridgway.

STAFF RECOMMENDATION

Upon review of the application against applicable Town standards and the Colorado Revised Statutes, staff recommends that the Town Council approve Resolution No. 24-14.

RECOMMENDED MOTION:

"I move to approve Resolution No. 24-14, a Resolution of the Town Council of the Town of Ridgway, Colorado, making certain findings of fact and declaring eligibility of the proposed annexation of a parcel of land known as the Dalwhinnie Ridgway Athletic Park Annexation."

ALTERNATIVE MOTION:

Denial:

"I move to deny Resolution No. 24-14 finding that the Dalwhinnie Ridgway Athletic Park Annexation is not eligible for annexation as required by the Annexation Act."

ATTACHMENTS

1. Resolution No. 24-14
2. Annexation Map
3. Annexation Petition



RESOLUTION NO. 24-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, MAKING CERTAIN FINDINGS OF FACT AND DECLARING ELIGIBILITY OF THE PROPOSED ANNEXATION OF A PARCEL OF LAND KNOWN AS THE DALWHINNIE RIDGWAY ATHLETIC PARK ANNEXATION

WHEREAS, the Town Council of the Town of Ridgway, Colorado, has found a petition for the annexation of the hereinafter described parcel of land to be in substantial compliance with the requirements of Section 31-12-107(1), Colorado Revised Statutes; and

WHEREAS, the Town has provided notice of public hearing on the proposed annexation by publication once per week for four successive weeks and by registered mail to the Clerk of the Board of County Commissioners, the County Attorney, the school district and to any special district having property in the area to be annexed; and

WHEREAS, the Town Council has completed a public hearing to determine if the proposed annexation complies with Sections 31-12-104 and 105, Colorado Revised Statutes, to establish eligibility for annexation.

NOW THEREFORE, the Ridgway Town Council hereby RESOLVES the following:

Section 1. Findings.

A. The Town Council hereby finds and concludes with regard to the annexation of the property described in **Exhibit A** attached hereto and incorporated herein, that not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the Town; and therefore, because of such contiguity, a community of interest exists between the property proposed to be annexed and the Town; the property proposed to be annexed is urban or will be urbanized in the near future, and that the property proposed to be annexed is integrated or is capable of being integrated with the Town.

B. The Town Council hereby finds and concludes that no land held in identical ownership has been divided or included without written consent of the owner thereof; that no annexation proceedings have been commenced by another municipality; that the annexation will not result in the detachment of the area from a school district; that the annexation will not result in the extension of a municipal boundary more than three miles; that the Town has in place a plan for said three mile area; and that in establishing the boundaries of the area to be annexed the entire width of any street or alley is included within the area annexed.

C. The Town Council hereby finds and concludes that an election is not required, and no additional terms or conditions are to be imposed upon the area to be annexed.

Section 2. Effective Date

This Resolution shall be effective upon adoption.

ADOPTED AND APPROVED this _____ day of December, 2024

ATTEST:

TOWN OF RIDGWAY

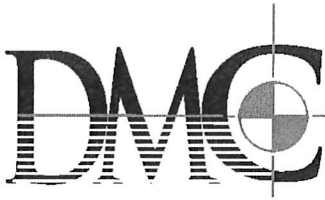
Pam Craft, Town Clerk

By: _____
John Clark, Mayor

EXHIBIT A

Legal Description of Proposed Annexation

(See Attached)



DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL A:

A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said North line S89°28'23"E 496.08 feet;

Thence S38°52'07"E 107.23 feet;

Thence S11°45'17"E 119.88 feet;

Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;

Thence the following two courses along said Right of Way:

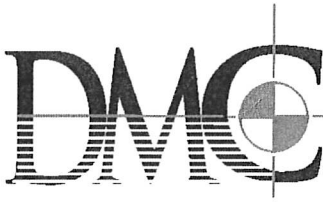
Thence N01°06'16"E 133.81 feet;

Thence N05°48'09"W 66.61 feet to the Point of Beginning.

Containing 2.53 Acres more or less as described.

County of Ouray, State of Colorado





DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL B:

A parcel of land situated in Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the West line of the SE1/4SW1/4 said Section 16 being N00°54'18"E 205.89 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said West line N00°54'18"E 156.55 feet;

Thence the following five courses along the East Right of Way of County Road 23:

Thence 325.87 feet along the arc of a curve to the left with a radius of 1203.42 feet, an interior angle of 15°30'54" and a chord of S25°59'13"E 324.88 feet;

Thence S33°44'41"E 88.70 feet;

Thence N89°28'23"W 4.10 feet;

Thence S05°48'09"E 66.61 feet;

Thence S01°06'16"W 133.81 feet;

Thence N89°28'23"W 60.00 feet to a point on the West Right of Way of County Road 23;

Thence the following three courses along said Right of Way:

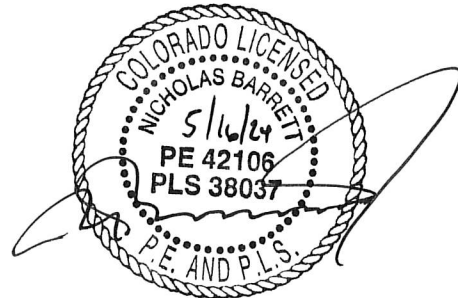
Thence N01°06'16"E 130.79 feet;

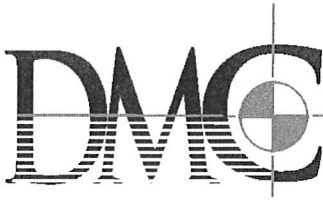
Thence. N05°48'09"W 58.55 feet;

Thence 256.11 feet along the arc of a curve to the right with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of N30°45'33"E 255.67 feet to the Point of Beginning.

Containing 0.72 Acres more or less as described.

County of Ouray, State of Colorado





DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL C:

A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at the W 1/16 corner common to said Sections 16 and 21;

Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West Right of Way of County Road 23;

Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;

Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.

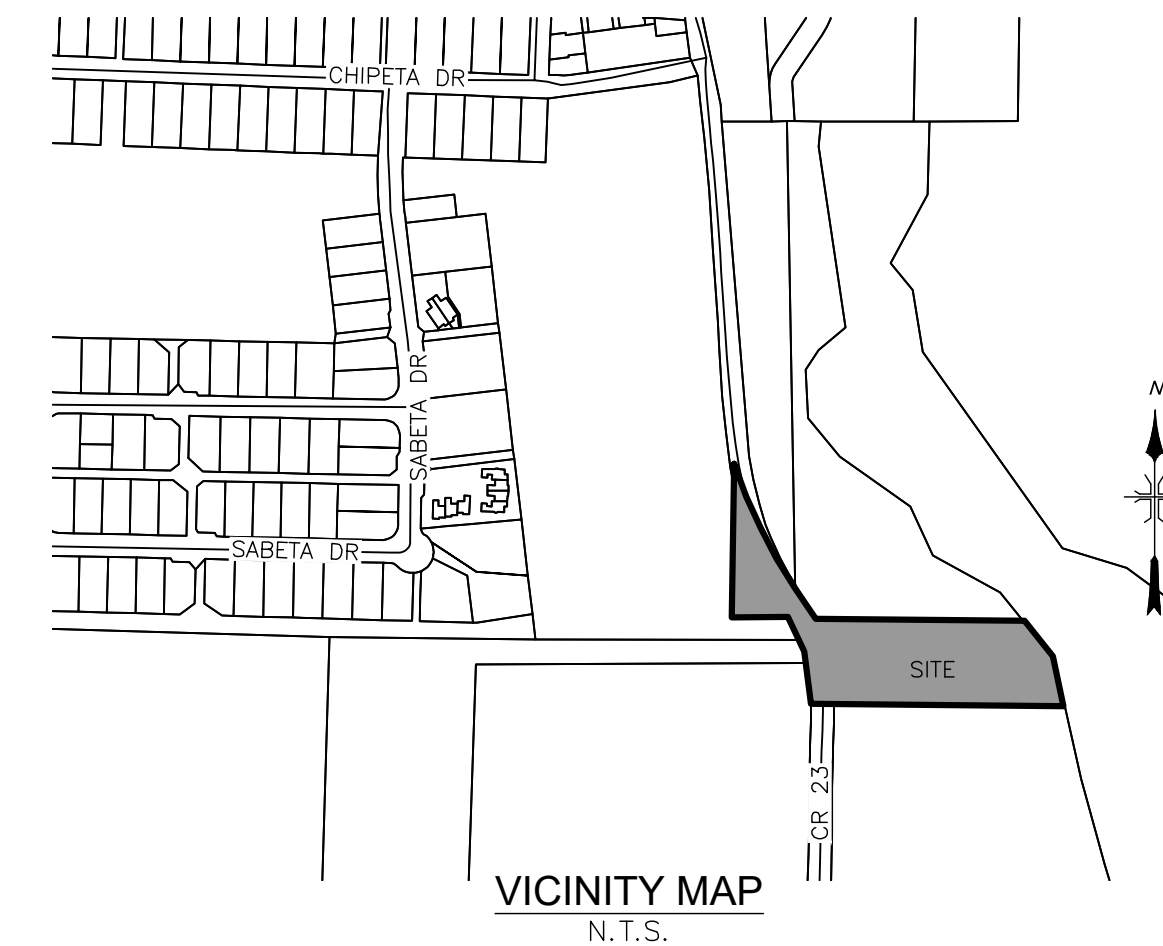
Containing 0.28 Acres more or less as described.

County of Montrose, State of Colorado



ANNEXATION MAP OF DALWHINNIE ADDITION

SITUATED IN SECTIONS 16 & 21, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO



LEGEND

- BOUNDARY CONTIGUOUS WITH TOWN LIMITS
- PROPERTY BOUNDARY / LIMITS OF ANNEXATION
- FEMA ZONE AE (FLOODWAY)
- FEMA ZONE AE (100 YEAR FLOODPLAIN)
- FEMA ZONE X (500 YEAR FLOODPLAIN)

OWNERSHIP:

Parcel A: Dalwhinnie Group, LLC
Parcel B: Ouray County
Parcel C: Town of Ridgway

ZONING:

Parcels A-C are located in the county's Valley Zone District

PROPOSED ZONING:

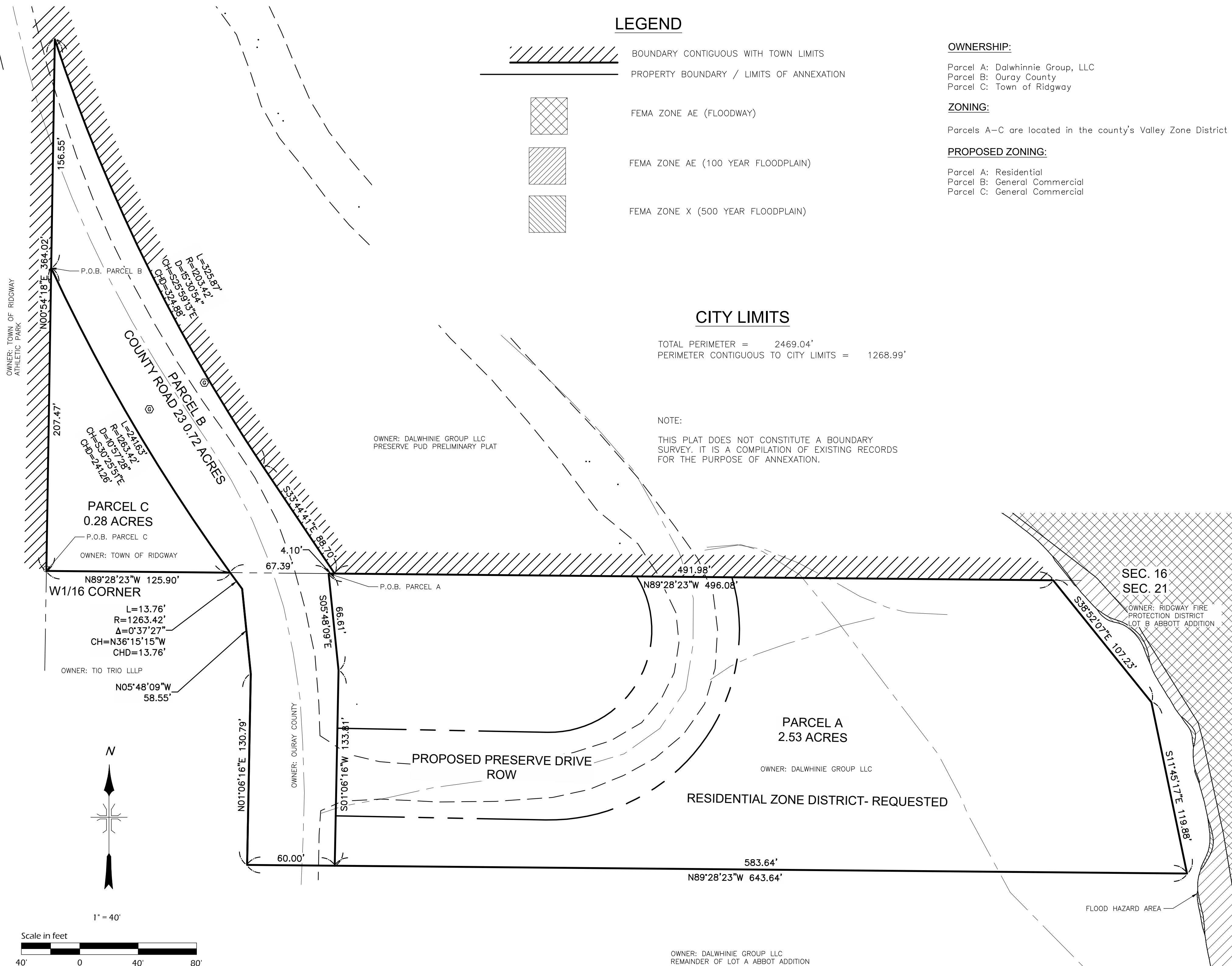
Parcel A: Residential
Parcel B: General Commercial
Parcel C: General Commercial

CITY LIMITS

TOTAL PERIMETER = 2469.04'
PERIMETER CONTIGUOUS TO CITY LIMITS = 1268.99'

NOTE:

THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY. IT IS A COMPILATION OF EXISTING RECORDS FOR THE PURPOSE OF ANNEXATION.



PROPERTY DESCRIPTION:

PARCEL A:
A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;
Thence along said North line S89°28'23"E 496.08 feet;
Thence S38°52'07"E 107.23 feet;
Thence S11°45'17"E 119.88 feet;
Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;
Thence the following two courses along said Right of Way:
Thence N01°06'16"E 133.81 feet;
Thence N05°48'09"W 66.61 feet to the Point of Beginning.
Containing 2.53 Acres more or less as described.
County of Ouray, State of Colorado

PARCEL B:
A parcel of land situated in Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
Beginning at a point on the West line of the SE1/4SW1/4 said Section 16 being N00°54'18"E 205.89 feet from the West 1/16 corner common to said Sections 16 and 21;
Thence along said West line N00°54'18"E 156.55 feet;
Thence the following five courses along the East Right of Way of County Road 23:
Thence S25.87 feet along the arc of a curve to the left with a radius of 1203.42 feet, an interior angle of 15°30'54" and a chord of S25°59'13"E 324.88 feet;
Thence S33°44'41"E 88.70 feet;
Thence N89°28'23"W 4.10 feet;
Thence S05°48'09"E 66.61 feet;
Thence S01°06'16"W 133.81 feet;
Thence N89°28'23"W 60.00 feet to a point on the West Right of Way of County Road 23;
Thence the following three courses along said Right of Way:
Thence N01°06'16"E 130.79 feet;
Thence N05°48'09"W 58.55 feet;
Thence 256.11 feet along the arc of a curve to the right with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of N30°45'33"E 255.67 feet to the Point of Beginning.
Containing 0.72 Acres more or less as described.
County of Ouray, State of Colorado

PARCEL C:
A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
Beginning at the W 1/16 corner common to said Sections 16 and 21;
Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West Right of Way of County Road 23;
Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;
Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.
Containing 0.28 Acres more or less as described.
County of Montrose, State of Colorado

SURVEYORS CERTIFICATE:

I, Nicholas Barrett, a Professional Land Surveyor in the State of Colorado, do hereby certify that the above described parcel has been surveyed by me and/or under my direct supervision and that such survey is accurately represented hereon, and is based on my knowledge, information and belief, and is in accordance with applicable standards or practice and is not a guaranty or warranty, either expressed or implied. This survey does not include easements except those specifically shown hereon.

Nicholas Barrett P.L.S. 38037

MAYOR'S CERTIFICATE:

This is to certify that the Town of Ridgway, a municipal corporation in the County of Ouray, State of Colorado has by its Ordinance No. _____ adopted on this _____ day of _____ 2024, A.D., annexed the property described hereon to the Town of Ridgway.

Mayor

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at _____ m. on the _____ day of _____, 20____. Reception No. _____

County Clerk & Recorder by Deputy

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

\\DMS14\PROJECTS\ACTIVE_PROJECTS\2024\24018-PRESERVE RIDGWAY\C3D\24018V-ANNEX.DWG

		ANNEXATION MAP OF DALWHINNIE ADDITION	
		CLIENT:	DALWHINNIE GROUP
FIELD BOOK:		DATE:	2024-07-18
SHEET: 1 of 1		JOB NO.:	24018
FILE: 24018V-ANNEX		TYPE:	ANNEX

Town of Ridgway Petition for Annexation

We, the undersigned landowners, in accordance with Colorado Revised Statutes (C.R.S.) Title 31, Article 12, as amended, hereby petition the Town Council of the Town of Ridgway, Colorado, for annexation to the Town of Ridgway the unincorporated property, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Ouray and the State of Colorado, and to be known as the Dalwhinnie – Ridgway Athletic Park Annexation to the Town of Ridgway.

In support of said Petition, the petitioners state that:


1. It is desirable and necessary that the property described in Exhibit A (“**Property**”) be annexed into the Town of Ridgway.
2. The requirements of C.R.S. 31-12-104, as amended, exist or have been met in that:
 - a) Not less than one-sixth (1/6) of the perimeter of the Property to be annexed is contiguous with the Town of Ridgway.
 - b) A community of interest exists between the Property proposed to be annexed and the Town of Ridgway.
 - c) The Property proposed to be annexed is urban or will be urbanized in the near future.
 - d) The Property proposed to be annexed is integrated or is capable of being integrated with the Town of Ridgway.
3. The limitations of C.R.S. 31-12-105, as amended, exist or have been met in that:
 - a) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way.
 - b) No annexation proceedings have been commenced for any portion of the territory proposed to be annexed by another municipality.
 - c) The annexation will not result in the detachment of area from any school district and attachment to another unless accompanied by a resolution of the board of directors of the school district to which such area will be attached approving such annexation.
 - d) The annexation will not have the result of extending the boundary of the Town of Ridgway more than three miles in any direction from any point in any one year.

- e) A plan is in place which specifically shows the proposed location, character, and extent of streets, other public ways, grounds, open spaces, public utilities, water, light, sanitation, transportation, power and land uses for the Property.
 - f) In establishing the boundaries of the proposed annexation, if a portion of a platted street or alley is annexed, the entire width of the streets and alleys have been included within the area to be annexed. Reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the Town of Ridgway.
 - g) The territory proposed to be annexed is 40.294 acres in total area with 3.53 acres, with Parcel A to be zoned to the Residential Zone District and Parcel B and Parcel C to be zoned to the General Commercial Zone District.
4. The petition requirements of C.R.S. 31-12-107, as amended, exist or have been met in that:
- a) More than fifty percent of the landowners in the area owning more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets or alleys have signed this petition and hereby petition for annexation of such territory.
 - b) The signatures of the petition comprise one hundred percent (100%) of the landowners of the private property area proposed to be annexed and said landowners agree that this negates the necessity of an annexation election.
 - c) Accompanying this petition are four (4) copies of an annexation map containing the following information:
 - i. A written legal description of the boundaries of the area proposed to be annexed as shown in Exhibit A.
 - ii. A map showing the boundary of the area proposed to be annexed as shown in Exhibit B showing of the location of each ownership tract in unplatted land.
 - iii. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Ridgway and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
5. The Town of Ridgway has waived the preparation and submittal of an annexation impact report as may be required by C.R.S. 31-12-108.5 because the annexation does not have any residential density, and the infrastructure being annexed by the Town and associated residential density was already approved by the Town with the Preserve PUD Preliminary Plat.
6. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules and regulations of the Town of Ridgway, except for general property taxes of the Town of Ridgway, which shall become effective as of the January 1 next ensuing.

7. The petitioners agree that said annexed land shall be brought under the provisions of the Ridgway Municipal Code, including but not limited to the Property's zoning requirements, within ninety (90) days after the effective date of the annexation ordinance.
8. An annexation agreement has been or will be executed by the petitioners and the Town of Ridgway relating to this annexation and the petitioner hereby expressly consents to the terms and conditions set forth in the annexation agreement.

WHEREFORE, the petitioners, whose signatures are set forth below, respectfully request that the Town of Ridgway, acting through its Town Council, approve the annexation of the Property.

Parcel A Owner: Dalwhinnie Group, LLC, a Colorado limited liability company

By 

Robert Dow, Manager of Dalwhinnie Group, LLC

Date July 17th 2024

State of NY)

County of Orange

The foregoing instrument was acknowledged before me this 17 day of July, 2024, by Robert Dow as Manager of Dalwhinnie Group, LLC.

My commission expires 8/22/2026

Notary Public 

Witness my hand and official seal.

KASEY N SIKORSKY
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01SI6438780
 Qualified in Orange County
 My Commission Expires 08-22-2026



Parcel C Owner: Town of Ridgway, Colorado, a Colorado home rule municipality

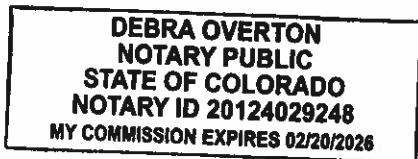
By *J. Clark*
John Clark, Mayor

Date November 4, 2024

State of Colorado)
)
County of Ouray)

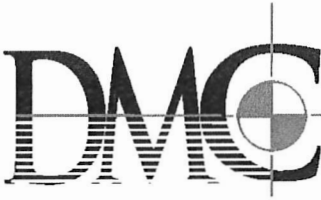
The foregoing instrument was acknowledged before me this 4 day of November, 2024, by John Clark as Mayor of the Town of Ridgway, Colorado

My commission expires 2/20/2026
Notary Public *Debra Overton*



Witness my hand and official seal.

Exhibit A
Legal Description



DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL A:

A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said North line S89°28'23"E 496.08 feet;

Thence S38°52'07"E 107.23 feet;

Thence S11°45'17"E 119.88 feet;

Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;

Thence the following two courses along said Right of Way:

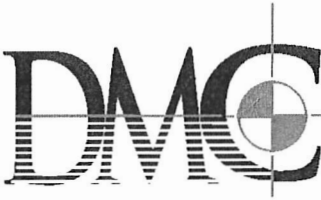
Thence N01°06'16"E 133.81 feet;

Thence N05°48'09"W 66.61 feet to the Point of Beginning.

Containing 2.53 Acres more or less as described.

County of Ouray, State of Colorado





DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL B:

A parcel of land situated in Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the West line of the SE1/4SW1/4 said Section 16 being N00°54'18"E 205.89 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said West line N00°54'18"E 156.55 feet;

Thence the following five courses along the East Right of Way of County Road 23:

Thence 325.87 feet along the arc of a curve to the left with a radius of 1203.42 feet, an interior angle of 15°30'54" and a chord of S25°59'13"E 324.88 feet;

Thence S33°44'41"E 88.70 feet;

Thence N89°28'23"W 4.10 feet;

Thence S05°48'09"E 66.61 feet;

Thence S01°06'16"W 133.81 feet;

Thence N89°28'23"W 60.00 feet to a point on the West Right of Way of County Road 23;

Thence the following three courses along said Right of Way:

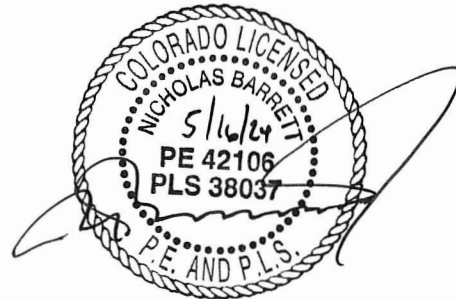
Thence N01°06'16"E 130.79 feet;

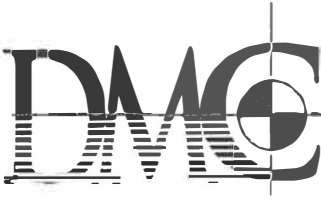
Thence. N05°48'09"W 58.55 feet;

Thence 256.11 feet along the arc of a curve to the right with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of N30°45'33"E 255.67 feet to the Point of Beginning.

Containing 0.72 Acres more or less as described.

County of Ouray, State of Colorado





DEL-MONT CONSULTANTS, I NC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL C:

A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at the W 1/16 corner common to said Sections 16 and 21;

Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West Right of Way of County Road 23;

Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;

Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.

Containing 0.28 Acres more or less as described.

County of Montrose, State of Colorado



AGENDA ITEM #13



Building People, Places & Community

To: Honorable Mayor and Town of Ridgway Town Council
Cc: Preston Neill, *Ridgway Town Manager*
Angie Kemp, AICP, *Ridgway Town Planner*
From: TJ Dlubac, AICP, *CPS, Contracted Town Planner*
Max Garcia, AICP, *CPS, Contracted Town Planner*
Date: December 6, 2024
Subject: Dalwhinnie-Ridgway Athletic Park Annexation – 2nd reading of Ordinance 2024-06

APPLICATION INFORMATION

Request: Annexation of parcels of land into the Town of Ridgway
Legal: Situated In Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian Town of Ridgway, County of Ouray, State of Colorado
Address: Located adjacent to County Road 23, southeast of Ridgway Athletic Park.
Applicant: Chris Hawkins, Alpine Planning, LLC
Owner: Robert Dow, Dalwhinnie Group, LLC

PROJECT OVERVIEW

ANNEXATION PROCESS BACKGROUND

Submittal:

A Petition for Annexation for the Dalwhinnie-Ridgway Athletic Park Annexation has been submitted to the Town. The petition and the supplemental materials were determined to be complete, and Town staff was able to process the petition in accordance with C.R.S. and RMC requirements.

Substantial Compliance:

The first step in the annexation review process was for the Town Council to review the petition for substantial compliance with the Annexation Act. The petition was found to be in substantial compliance; therefore, at the September 6th meeting, the Town Council approved Resolution 2024-09; finding the petition to be substantially compliance with the Annexation Act and setting a Public Hearing for November 13, 2024.

Initial Zoning:

At the October 29th meeting, the Planning Commission recommended approval of the Dalwhinnie-Athletic Park Annexation Zoning Map Amendment. This is an item for Town Council consideration at the December 11th Town Council meeting.

1st Reading of Annexation Ordinance:

At the November 13th meeting, the Town Council reviewed the Annexation request as a 1st reading of proposed Ordinance 06-2024. Town Council unanimously approved the Ordinance on first reading.

Findings of Fact:

The Annexation Act requires that the Town Council make findings of fact that the parcels requesting annexation are eligible to be annexed. The Town Council will consider this resolution at their December 11th meeting.

SUMMARY OF ANNEXATION PETITION

The Petition includes approximately 3.53 acres of property owned by Dalwhinnie Group and the Town of Ridgway, collectively referred to as the "Petitioners". 0.72 acres petitioning to be annexed is CR 23 right-of-way.

As outlined in the Annexation Act, a Petition for Annexation must meet the following criteria:

- Be signed by a minimum of 50% of property owners owning or than 50% of the area petitioned to be annexed and have applicable contact information.
- Submit an annexation map containing the required information.
- The property must be eligible to be annexed to the Town. Eligibility is defined as:
 - (a) Not less than one-sixth of the perimeter of the areas proposed to be annexed is contiguous to the annexing municipality.
 - (b) A community of interest exists between the area being proposed for annexation and the Town.

CODE REQUIREMENTS

COLORADO REVISED STATUTES

31-12-107. Petitions for annexation and for annexation elections.

(1) Petition for annexation in accordance with section 30 (1)(b) of article II of the state constitution:
(g) If the petition is found to be in substantial compliance with this subsection (1), the procedure outlined in sections 31-12-108 to 31-12-110 shall then be followed. If it is not in substantial compliance, no further action shall be taken.

31-12-108. Setting hearing date - notice given.

(1) As a part of the resolution initiating annexation proceedings by the municipality or of a resolution finding substantial compliance of an annexation petition or of a petition for an annexation election, the governing body of the annexing municipality shall establish a date, time, and place that the governing body will hold a hearing to determine if the proposed annexation complies with section 30 of article II of the state constitution and sections 31-12-104 and 31-12-105 or such provisions thereof as may be required to establish eligibility under the terms of this part 1. The hearing shall be held not less than thirty days nor more than sixty days after the effective date of the resolution setting the hearing. This hearing need not be held if the municipality has determined conclusively that the requirements of section 30 of article II of the state constitution and sections 31-12-104 and 31-12-105 have not been met.

(2) The clerk shall give notice as follows: A copy of the resolution or the petition was filed (exclusive of the signatures) together with a notice that, on the given date and at the given time and place set by the governing body, the governing body shall hold a hearing upon said resolution of the annexing municipality or upon the petition for the purpose of determining and finding whether the area proposed to be annexed meets the applicable requirements of section 30 of article II of the state constitution



and sections 31-12-104 and 31-12-105 and is considered eligible for annexation. Said notice shall be published once a week for four successive weeks in some newspaper of general circulation in the area proposed to be annexed. The first publication of such notice shall be at least thirty days prior to the date of the hearing. The proof of publication of the notice and resolution or petition, or the summary thereof, shall be returned when the publication is completed, the certificate of the owner, editor, or manager of the newspaper in which said notice is published shall be proof thereof, and a hearing shall then be held as provided in said notice. A copy of the published notice, together with a copy of the resolution and petition was filed, shall also be sent by registered mail by the clerk to the board of county commissioners and to the county attorney of the county wherein the territory is located and to any special district or school district having territory within the area to be annexed at least twenty-five days prior to the date fixed for such hearing. The notice required to be sent to the special district or school district by this subsection (2) shall not confer any right of review in addition to those rights provided for in section 31-12-116.

(3) The governing body of the annexing municipality, from time to time, may continue the hearing to another date without additional notice if the volume of material to be received cannot be presented within the available time for any given session; except that no session of a hearing shall be so continued unless at least one hour of testimony has been heard.

RIDGWAY MUNICIPAL CODE

RMC §7-8-5 ANNEXATION PROCEDURES:

- G. Town Council. The final decision to approve, approve with conditions, or deny an Annexation, Annexation Agreement, and initial zoning request shall be made by the Town Council in a manner consistent with the Act.
 1. The Town Council may, in its sole discretion, continue or postpone the public hearing to a specified date and time in order to permit preparation of additional information for further review by the Town Council prior to making a final decision.

ANALYSIS

EXISTING CONDITIONS

The area is located west of Uncompahgre River but is located outside the flood hazard area as shown in the Annexation Map. Parcel A has an approximately 5% grade from west to east, going towards the river. A portion of Parcel A is located within the Uncompahgre River Overlay District (UROD). The Annexation Map is attached to this staff report as Attachment 3.

IMPACT REPORT

Because the property petitioned to be annexed is under 10 acres, an Impact Report is not required by the C.R.S. Based on the fact that the property petitioning to annex includes current park lands and is within a portion of a development being reviewed through the Town's process, staff does not find substantial reason to require an Impact Report. Town Council acknowledged by the waiver and requested approval of the waiver from the County Commissioners, as permitted by the Annexation Act on October 18, 2024. The Board of County Commissioners approved the requested waiver at their regularly scheduled meeting on November 5, 2024, and the approved waiver is attached to this staff report as Attachment 5.

CHAPTER 7 LAND USE COMPLIANCE

Land Use



The subject parcels are identified as Open Space and Natural Areas and Single-Family Residential on the Future Land Use Map (updated Feb. 2024) of the Master Plan as shown in Figure 1. The project is in general conformance with the goals and policies identified within the Master Plan and the Future Land Use Map.

Zoning

The applicant is requesting the following zoning district within the project area:

<i>Parcel</i>	<i>Requested Zone District</i>	<i>Use</i>
Parcel A	R Residential Zone District	ROW, Utility Infrastructure
Parcel B	N/A	ROW
Parcel C	GC General Commercial	Parks and Open Space

The proposed zoning is consistent with the adjacent properties. Parcel A is adjacent to the Preserve PUD to the north. The proposed Parcel A is anticipated to have a private road and utility infrastructure, including a sanitary sewer lift station, to support the Preserve PUD residential development. These uses are permitted in the Residential zoning district. No dwelling units are proposed on Parcel A.

The applicant has requested "GC" General Commercial zoning district for Parcel C. This zoning designation is consistent with the rest of Ridgway Athletic Park zoning. The use of the parcel will be a continuation of the park's activities.

Utilities

All utilities will be further reviewed for consistency with approved plans and Town standards through the Subdivision process.

MASTER PLAN AND THREE-MILE PLAN COMPLIANCE

Prior to any property being annexed, the land needs to be included in the Town's Future Land Use Map and 3-Mile Plan. In 2023, the Town approved a Future Land Use Map amendment to include the areas to be annexed as shown in the attached Annexation Map. The Master Plan amendment amended the future land use map to show the area requesting to be annexed within the Urban Growth Management Area (UGMA) Boundary, which includes the Three-Mile Plan. The amendment also applied the Town's Residential land use designation to the portion of the property south of the Preserve PUD and Park and Natural Areas to the portion at the southeast corner of the Ridgway Athletic Park. The owner has since applied for the next steps in the annexation process to achieve the outcomes identified by the Town.

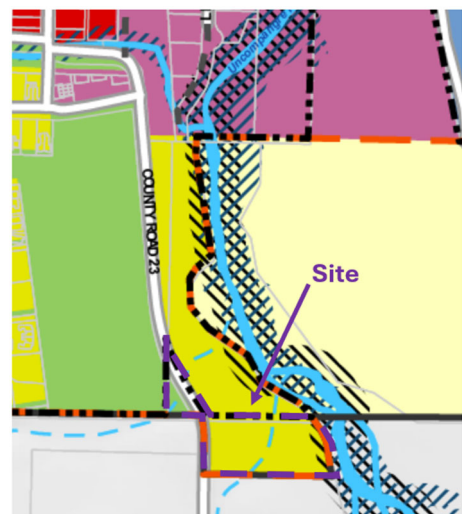


Figure 1. Town of Ridgway - Future Land Use Map

Based on the review of the proposed development, the following Master Plan policies and goals appear to be met by the proposed project:

- GOAL ENV-1: Preserve, protect, and restore natural habitats, including wildlife and ecosystems. The subject property is located within Sensitive Natural Areas, as shown in the Master Plan.
- GOAL COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.
- GOAL GRO-1: Manage growth and development in order to maintain Ridgway's small-town character, support a diverse community, and create employment opportunities.

ANNEXATION ELIGIBILITY

Ownership

The Petition for Annexation shall be signed by a minimum of 50% of property owners owning or than 50% of the area petitioned to be annexed and have applicable contact information. The proposed Parcel A is owned by the Dalwhinnie Group, LLC and has signed the Petition for Annexation. The Proposed Parcel C is owned by the Town of Ridgway and the Town has signed the Petition for Annexation. With the aforementioned signatures, the proposed development is compliant with the ownership requirement.

Contiguity

The statutory requirement of a minimum of 1/6th contiguity to the current Town limits is attained by this property with land adjacent to the north and west. The total perimeter of the project area is 2,469.04 feet, therefore, a minimum of 411.51' must be contiguous to the current Town limits. The perimeter of the proposed development that is contiguous to Town limits is 1,268.99 feet. The proposed development is compliant with the 1/6th contiguity requirement.

Community of Interest

There is a community of interest between the areas petitioning to be annexed into the Town. One portion is owned by the town and is part of the Town's Athletic Park and the other is a portion of a subdivision where a significant portion of the property is already within the town limits. The annexation would extend right-of-way to continue the Town street network and provide adequate space to install the necessary public facilities to serve this development and comply with all state and federal regulations.

REQUEST:

The Applicant is requesting to annex 3.53 acres of land into the Town of Ridgway. The request will require the Town Council to consider Ordinance 06-2024, approving the Annexation, on second reading.

FIRST READING

On November 13, 2024, the Town Council considered Ordinance 06-2024. Following a staff presentation, public comment, and deliberation, the Town Council approved the Ordinance on first reading unanimously.

PUBLIC NOTICE AND PUBLIC COMMENT

The public hearing has been noticed as required by the Annexation Act. Notice of the hearing was posted four times in the newspaper on October 10th, 17th, 24th, and 31st.

Furthermore, in accordance with C.R.S. 31-12-108(2) referrals were sent to the County and Special Districts by certified mail. The receipts and return cards are provided with this staff report as Attachment 6.



As of drafting of this staff report, no public comments either for or against the request have been received.

STAFF RECOMMENDATION

Upon review and analysis of the materials submitted, Staff has determined the annexation is compliant with the Annexation Act and recommends approval on second reading of Ordinance No. 2024-06, an ordinance approving the Dalwhinnie-Ridgway Athletic Park Annexation.

RECOMMENDED MOTION

"I move to approve Ordinance No. 2024-06, an ordinance of the Town of Ridgway, Colorado, approving the annexation of certain real property to be known as Dalwhinnie Ridgway Athletic Park Annexation, generally located along County Road 23."

ALTERNATIVE MOTIONS

Denial:

"I move to deny Ordinance No. 2024-06, an ordinance of the Town of Ridgway, Colorado, approving the annexation of certain real property to be known as Dalwhinnie Ridgway Athletic Park Annexation, generally located along County Road 23."

Approval with Conditions:

"I move to approve Ordinance No. 2024-06, an ordinance of the Town of Ridgway, Colorado, approving the annexation of certain real property to be known as Dalwhinnie Ridgway Athletic Park Annexation, generally located along County Road 23 upon compliance with the following conditions:

1. _____
2. _____
3. _____

ATTACHMENTS

1. Ordinance No. 2024-06
2. Annexation Petition
3. Annexation Map
4. Project Narrative
5. Signed AIR Waiver
6. Certified Mailing Receipts



**TOWN OF RIDGWAY, COLORADO
ORDINANCE NO. 06-2024**

**AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO,
APPROVING THE ANNEXATION OF CERTAIN REAL
PROPERTY TO BE KNOWN AS DALWHINNIE RIDGWAY
ATHLETIC PARK ANNEXATION, GENERALLY LOCATED
ALONG COUNTY ROAD 23**

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, a petition (the “Petition”) for Annexation was filed with the Town by Dalwhinnie Group and Town of Ridgway (together referred to as “Petitioners”), requesting the Town of Ridgway to annex that property more particularly described in **EXHIBIT A**, attached hereto and incorporated herein by this reference (the “Property”); and

WHEREAS, *Resolution No. 24-09 Initiating Annexation Proceedings for Property known as Dalwhinnie-Ridgway Athletic Park Annexation and Giving Notice of a Public Hearing Thereon* was approved on September 11, 2024, and declared the Petition to be in substantial compliance with C.R.S. § 31-12-108, and all persons interested in such Petition were provided an opportunity to be heard; and

WHEREAS, over 50% of the property owners owning more than 50% of the Property, exclusive of streets and alleys have signed the Petition and requested the Property be annexed; and

WHEREAS, the Town Council finds the Property is eligible for annexation and should be annexed to the Town of Ridgway; and

WHEREAS, the contiguity required by C.R.S. § 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town.

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

Section 1. Findings. The Town Council makes the following findings:

1. The Council hereby finds that a Petition for Annexation (**Exhibit A**), together with the annexation map as required by law, was filed with the Town Council on July 23, 2024, by the owners of over fifty percent (50%) of the area of the property, and comprising more than fifty percent (50%) of the landowners of the property to be annexed, exclusive of public streets and alleys.

2. *Resolution No. 24-09 Initiating Annexation Proceedings for Property known as Dalwhinne-Ridgway Athletic Park Annexation and Giving Notice of a Public Hearing Thereon* was approved on September 11, 2024, and declared the Petition to be in substantial compliance with C.R.S. § 31-12-108, and all persons interested in such Petition were provided an opportunity to be heard.
3. The Town Council, by resolution, accepted said Petition and found and determined that the applicable parts of the Municipal Annexation Act of 1965, as amended, have been met and further determined that an election was not required under the Act and that no additional terms and conditions were to be imposed upon said annexation.
4. The contiguity required by CRS Sec. 31-12-104(1)(a) exists in that the property annexed hereby has at least one-sixth boundary contiguity with a present municipal boundary of the Town.
5. The Property is eligible for annexation and should be annexed to the Town of Ridgway.

Section 2. Annexation Approved. The annexation to the Town of real property, which is further described in **Exhibit B**, is hereby approved.

Section 3. 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 4. 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 5. 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 6. 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 7. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Article 3-7 of the Ridgway Charter.

INTRODUCED AND REFERRED TO PUBLIC HEARING on November 13, 2024, and setting such public hearing for December 11, 2024, at Ridgway Town Hall, located at 201 N. Railroad Street, Ridgway, Colorado.

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

ADOPTED on December 11, 2024.

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

APPROVED AS TO FORM:

Bo James Nerlin, Town Attorney

EXHIBIT A
Annexation Petition
[attached]

EXHIBIT B
Legal Description of Property Annexed
[attached]

Town of Ridgway Petition for Annexation

We, the undersigned landowners, in accordance with Colorado Revised Statutes (C.R.S.) Title 31, Article 12, as amended, hereby petition the Town Council of the Town of Ridgway, Colorado, for annexation to the Town of Ridgway the unincorporated property, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Ouray and the State of Colorado, and to be known as the Dalwhinnie – Ridgway Athletic Park Annexation to the Town of Ridgway.

In support of said Petition, the petitioners state that:


1. It is desirable and necessary that the property described in Exhibit A (“**Property**”) be annexed into the Town of Ridgway.
2. The requirements of C.R.S. 31-12-104, as amended, exist or have been met in that:
 - a) Not less than one-sixth (1/6) of the perimeter of the Property to be annexed is contiguous with the Town of Ridgway.
 - b) A community of interest exists between the Property proposed to be annexed and the Town of Ridgway.
 - c) The Property proposed to be annexed is urban or will be urbanized in the near future.
 - d) The Property proposed to be annexed is integrated or is capable of being integrated with the Town of Ridgway.
3. The limitations of C.R.S. 31-12-105, as amended, exist or have been met in that:
 - a) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way.
 - b) No annexation proceedings have been commenced for any portion of the territory proposed to be annexed by another municipality.
 - c) The annexation will not result in the detachment of area from any school district and attachment to another unless accompanied by a resolution of the board of directors of the school district to which such area will be attached approving such annexation.
 - d) The annexation will not have the result of extending the boundary of the Town of Ridgway more than three miles in any direction from any point in any one year.

- e) A plan is in place which specifically shows the proposed location, character, and extent of streets, other public ways, grounds, open spaces, public utilities, water, light, sanitation, transportation, power and land uses for the Property.
 - f) In establishing the boundaries of the proposed annexation, if a portion of a platted street or alley is annexed, the entire width of the streets and alleys have been included within the area to be annexed. Reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the Town of Ridgway.
 - g) The territory proposed to be annexed is 40.294 acres in total area with 3.53 acres, with Parcel A to be zoned to the Residential Zone District and Parcel B and Parcel C to be zoned to the General Commercial Zone District.
4. The petition requirements of C.R.S. 31-12-107, as amended, exist or have been met in that:
- a) More than fifty percent of the landowners in the area owning more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets or alleys have signed this petition and hereby petition for annexation of such territory.
 - b) The signatures of the petition comprise one hundred percent (100%) of the landowners of the private property area proposed to be annexed and said landowners agree that this negates the necessity of an annexation election.
 - c) Accompanying this petition are four (4) copies of an annexation map containing the following information:
 - i. A written legal description of the boundaries of the area proposed to be annexed as shown in Exhibit A.
 - ii. A map showing the boundary of the area proposed to be annexed as shown in Exhibit B showing of the location of each ownership tract in unplatted land.
 - iii. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Ridgway and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
5. The Town of Ridgway has waived the preparation and submittal of an annexation impact report as may be required by C.R.S. 31-12-108.5 because the annexation does not have any residential density, and the infrastructure being annexed by the Town and associated residential density was already approved by the Town with the Preserve PUD Preliminary Plat.
6. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules and regulations of the Town of Ridgway, except for general property taxes of the Town of Ridgway, which shall become effective as of the January 1 next ensuing.

7. The petitioners agree that said annexed land shall be brought under the provisions of the Ridgway Municipal Code, including but not limited to the Property's zoning requirements, within ninety (90) days after the effective date of the annexation ordinance.
8. An annexation agreement has been or will be executed by the petitioners and the Town of Ridgway relating to this annexation and the petitioner hereby expressly consents to the terms and conditions set forth in the annexation agreement.

WHEREFORE, the petitioners, whose signatures are set forth below, respectfully request that the Town of Ridgway, acting through its Town Council, approve the annexation of the Property.

Parcel A Owner: Dalwhinnie Group, LLC, a Colorado limited liability company

By 

Robert Dow, Manager of Dalwhinnie Group, LLC

Date July 17th 2024

State of NY)

County of Orange

The foregoing instrument was acknowledged before me this 17 day of July, 2024, by Robert Dow as Manager of Dalwhinnie Group, LLC.

My commission expires 8/22/2026

Notary Public 

Witness my hand and official seal.

KASEY N SIKORSKY
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01SI6438780
 Qualified in Orange County
 My Commission Expires 08-22-2026



Parcel C Owner: Town of Ridgway, Colorado, a Colorado home rule municipality

By *John Clark*

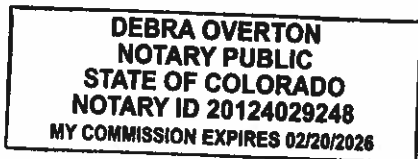
John Clark, Mayor

Date November 4, 2024

State of Colorado)
)
County of Ouray)

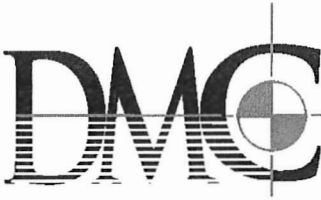
The foregoing instrument was acknowledged before me this 4 day of November, 2024, by John Clark as Mayor of the Town of Ridgway, Colorado

My commission expires 2/20/2026
Notary Public *Debra Overton*



Witness my hand and official seal.

Exhibit A
Legal Description



DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL A:

A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said North line S89°28'23"E 496.08 feet;

Thence S38°52'07"E 107.23 feet;

Thence S11°45'17"E 119.88 feet;

Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;

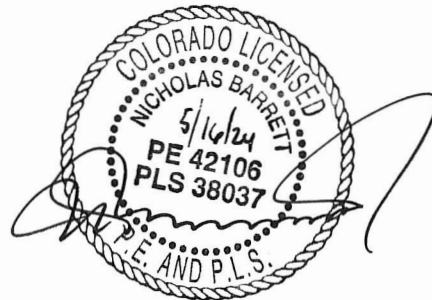
Thence the following two courses along said Right of Way:

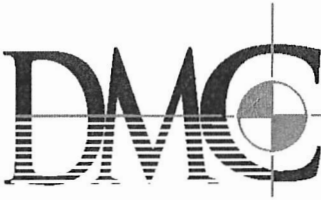
Thence N01°06'16"E 133.81 feet;

Thence N05°48'09"W 66.61 feet to the Point of Beginning.

Containing 2.53 Acres more or less as described.

County of Ouray, State of Colorado





DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL B:

A parcel of land situated in Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the West line of the SE1/4SW1/4 said Section 16 being N00°54'18"E 205.89 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said West line N00°54'18"E 156.55 feet;

Thence the following five courses along the East Right of Way of County Road 23:

Thence 325.87 feet along the arc of a curve to the left with a radius of 1203.42 feet, an interior angle of 15°30'54" and a chord of S25°59'13"E 324.88 feet;

Thence S33°44'41"E 88.70 feet;

Thence N89°28'23"W 4.10 feet;

Thence S05°48'09"E 66.61 feet;

Thence S01°06'16"W 133.81 feet;

Thence N89°28'23"W 60.00 feet to a point on the West Right of Way of County Road 23;

Thence the following three courses along said Right of Way:

Thence N01°06'16"E 130.79 feet;

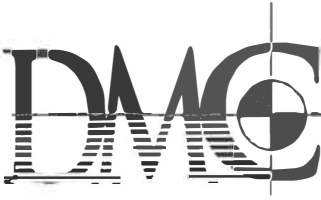
Thence. N05°48'09"W 58.55 feet;

Thence 256.11 feet along the arc of a curve to the right with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of N30°45'33"E 255.67 feet to the Point of Beginning.

Containing 0.72 Acres more or less as described.

County of Ouray, State of Colorado





DEL-MONT CONSULTANTS, I N C.
E N G I N E E R I N G ▼ S U R V E Y I N G

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL C:

A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at the W 1/16 corner common to said Sections 16 and 21;

Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West Right of Way of County Road 23;

Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;

Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.

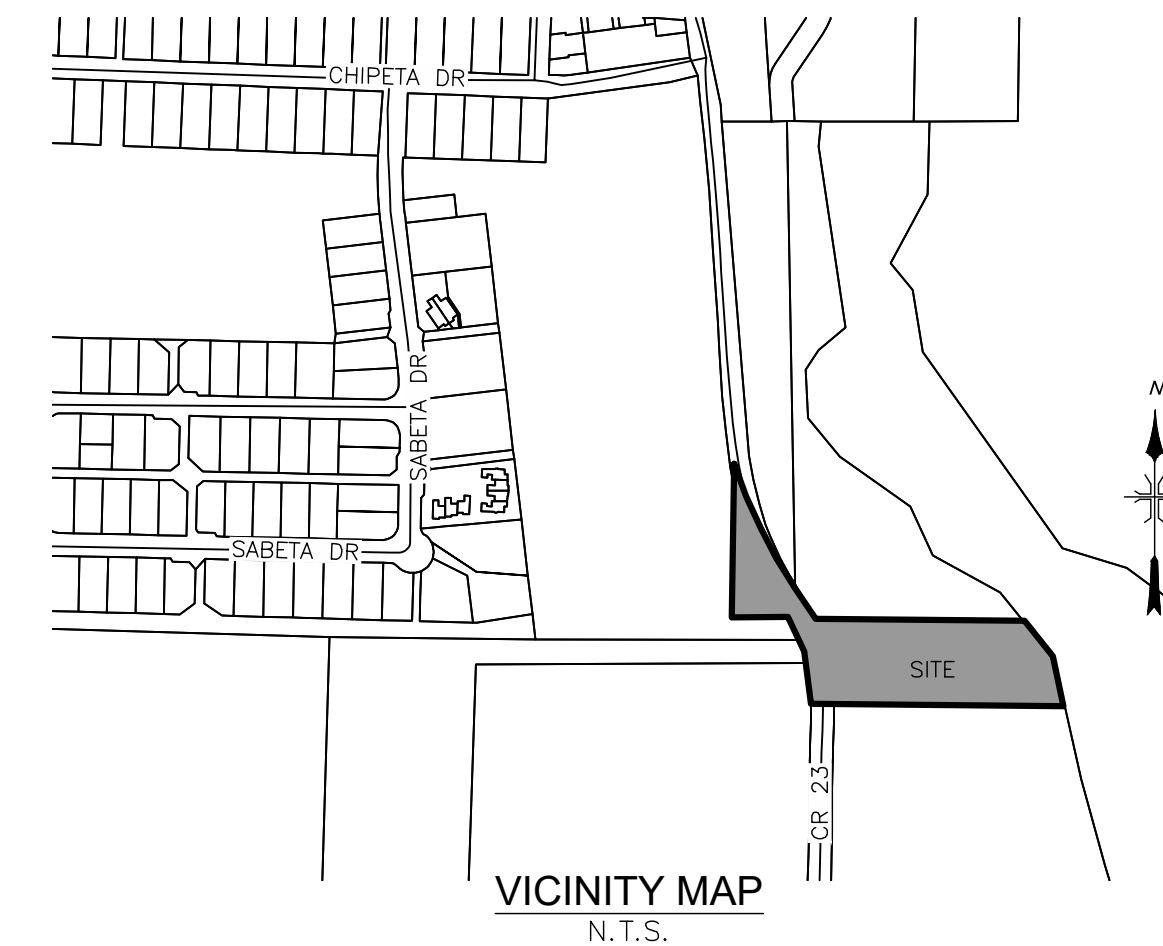
Containing 0.28 Acres more or less as described.

County of Montrose, State of Colorado



ANNEXATION MAP OF DALWHINNIE ADDITION

SITUATED IN SECTIONS 16 & 21, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO



LEGEND

	BOUNDARY CONTIGUOUS WITH TOWN LIMITS
	PROPERTY BOUNDARY / LIMITS OF ANNEXATION
	FEMA ZONE AE (FLOODWAY)
	FEMA ZONE AE (100 YEAR FLOODPLAIN)
	FEMA ZONE X (500 YEAR FLOODPLAIN)

OWNERSHIP:

Parcel A: Dalwhinnie Group, LLC
Parcel B: Ouray County
Parcel C: Town of Ridgway

ZONING:

Parcels A-C are located in the county's Valley Zone District

PROPOSED ZONING:

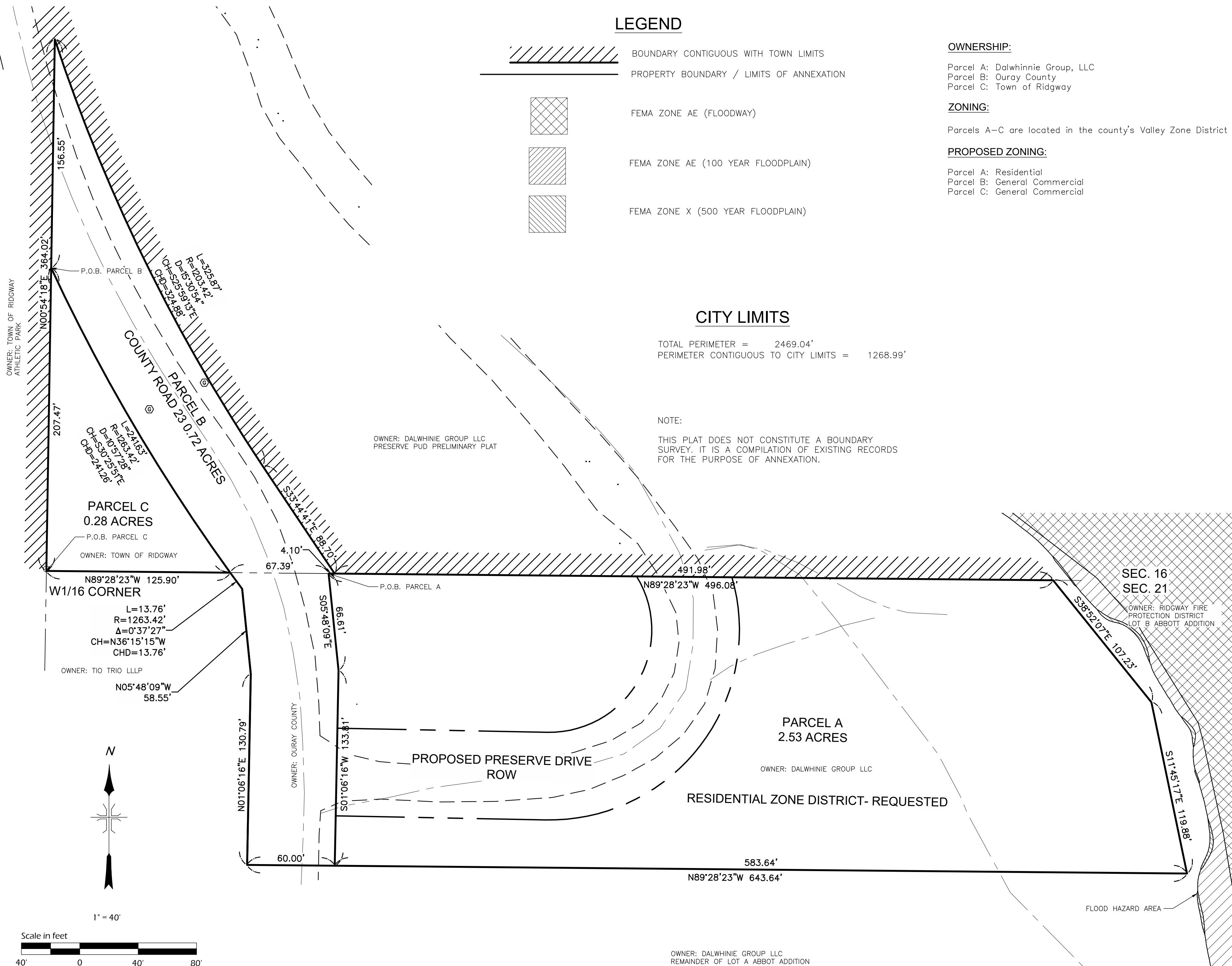
Parcel A: Residential
Parcel B: General Commercial
Parcel C: General Commercial

CITY LIMITS

TOTAL PERIMETER = 2469.04'
PERIMETER CONTIGUOUS TO CITY LIMITS = 1268.99'

NOTE:

THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY. IT IS A COMPILATION OF EXISTING RECORDS FOR THE PURPOSE OF ANNEXATION.



PROPERTY DESCRIPTION:

PARCEL A:
A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;
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Thence S38°52'07"E 107.23 feet;
Thence S11°45'17"E 119.88 feet;
Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;
Thence the following two courses along said Right of Way:
Thence N01°06'16"E 133.81 feet;
Thence N05°48'09"W 66.61 feet to the Point of Beginning.
Containing 2.53 Acres more or less as described.
County of Ouray, State of Colorado

PARCEL B:
A parcel of land situated in Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
Beginning at a point on the West line of the SE1/4SW1/4 said Section 16 being N00°54'18"E 205.89 feet from the West 1/16 corner common to said Sections 16 and 21;
Thence along said West line N00°54'18"E 156.55 feet;
Thence the following five courses along the East Right of Way of County Road 23:
Thence S25.87 feet along the arc of a curve to the left with a radius of 1203.42 feet, an interior angle of 15°30'54" and a chord of S25°59'13"E 324.88 feet;
Thence S33°44'41"E 88.70 feet;
Thence N89°28'23"W 4.10 feet;
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Thence S01°06'16"W 133.81 feet;
Thence N89°28'23"W 60.00 feet to a point on the West Right of Way of County Road 23;
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Thence N01°06'16"E 130.79 feet;
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Containing 0.72 Acres more or less as described.
County of Ouray, State of Colorado

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Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West Right of Way of County Road 23;
Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;
Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.
Containing 0.28 Acres more or less as described.
County of Montrose, State of Colorado

SURVEYORS CERTIFICATE:

I, Nicholas Barrett, a Professional Land Surveyor in the State of Colorado, do hereby certify that the above described parcel has been surveyed by me and/or under my direct supervision and that such survey is accurately represented hereon, and is based on my knowledge, information and belief, and is in accordance with applicable standards or practice and is not a guaranty or warranty, either expressed or implied. This survey does not include easements except those specifically shown hereon.

Nicholas Barrett P.L.S. 38037

MAYOR'S CERTIFICATE:

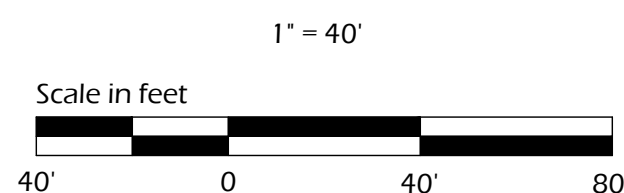
This is to certify that the Town of Ridgway, a municipal corporation in the County of Ouray, State of Colorado has by its Ordinance No. _____ adopted on this _____ day of _____ 2024, A.D., annexed the property described hereon to the Town of Ridgway.

Mayor

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at _____ m. on the _____ day of _____, 20____. Reception No. _____

County Clerk & Recorder by Deputy



NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

		ANNEXATION MAP OF DALWHINNIE ADDITION	
		CLIENT:	DALWHINNIE GROUP
FIELD BOOK:	DATE:	ADDRESS & PHONE:	PO BOX 1419 RIDGWAY, CO 81432
DRYAN BY:	DCC	DATE:	2024-07-18
SHEET:	1 of 1	JOB NO.:	24018
FILE:	24018V ANNEX	TYPE:	ANNEX

Dalwhinnie Annexation and Zoning Map Amendment



July 19, 2024

BACKGROUND

The Preserve PUD team, consisting of Del-Mont Consultants, Inc., Alpine Planning, LLC, and Dalwhinnie Group, LLC, took part in a joint meeting with the Town of Ridgway Planning Commission and the Ouray County BOCC on October 26, 2022. The purpose of this joint meeting was to discuss the path forward to meet the following Preserve PUD Preliminary Plat (“Plat”) conditions:

“Condition 10. The south end of Preserve Drive (outside of the town boundary) requires access approval from the County as it is their jurisdiction (certificate on plat map as indicated in this report) as well as an access/utility easement from the property owner (Ridgway River Development LLC [Dalwhinnie]). This road section of Preserve Drive from the Town boundary to CR 23 will need to be dedicated to the Town, as well as dedication of the continuation of the recreational path along CR 23 to continue to the south road. Staff recommends securing written approval from both the BOCC and RRD LLC at this time and prior to final plat filing.

Condition No. 11. Related to Completion of requested edits to the General Road and Utility Easement Agreement, inclusive of a dedication of a recreation path easement to continue along CR 23 through Preserve Drive. Staff recommends securing this easement agreement soon, and before Final Plat.

Condition No. 12. Completion of 3-inch asphalt road on Chipeta Drive from Lena Street to County Road 23, then on County Road 23 to the south access on the south loop of the subdivision. Approval needs to be obtained from the County to pave County Road 23 to where the south end of Preserve Drive connects with County Road 23.”
(Collectively “Town Approval Conditions”.)

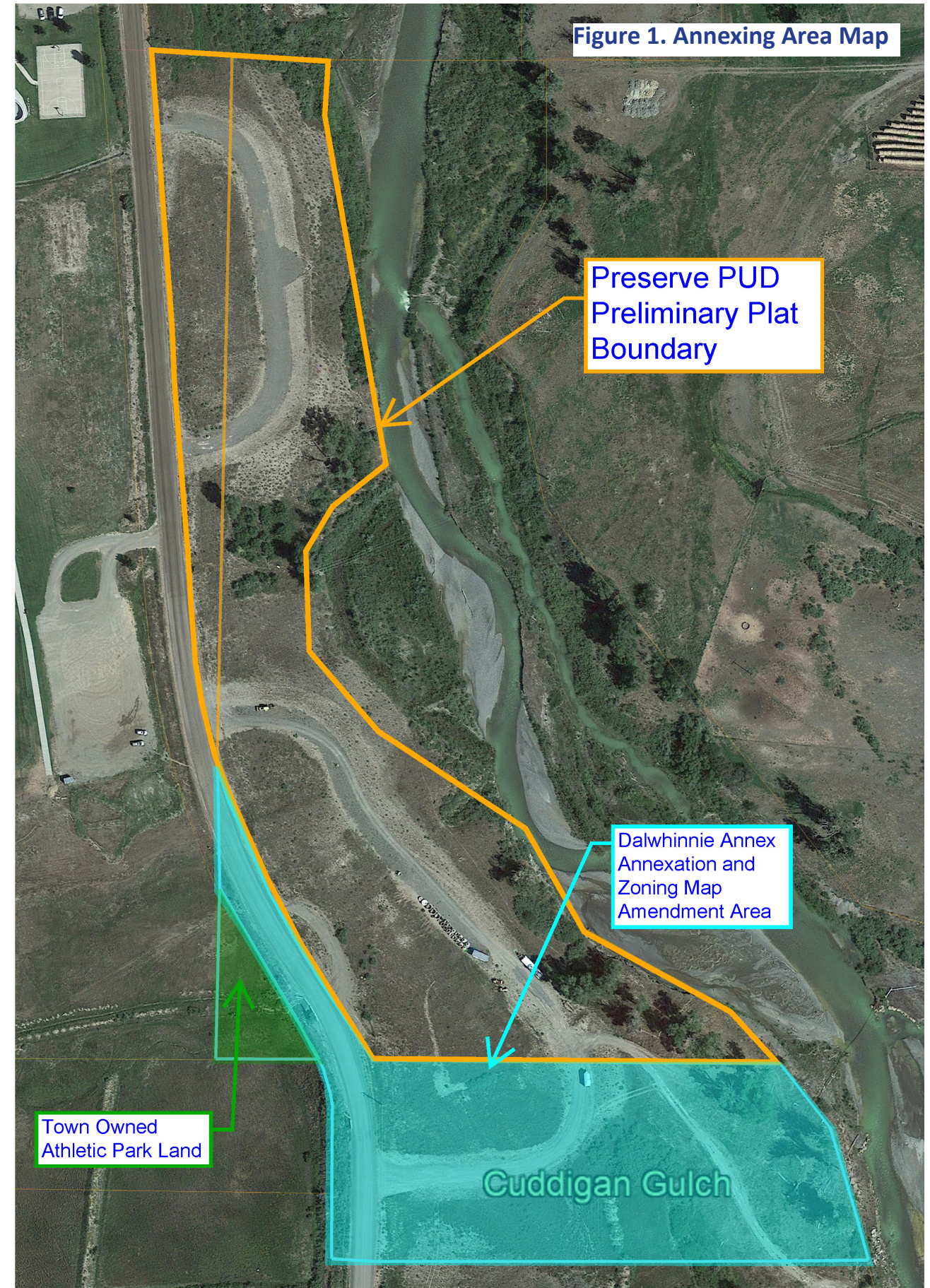
The Town Approval Conditions were added to address Town-approved Plat infrastructure located in the unincorporated area of Ouray County to the south of the Plat area as shown in Figure 1. The path forward from the joint meeting is in a letter from the Town of Ridgway (“Town”) dated November 14, 2022 as shown in Exhibit A (“Town Letter”), with the first step to submit a request to update the Town of Ridgway Master Plan (“Master Plan”). The Town approved the Master Plan amendment to include the area to be annexed as shown in Figure 1 and Figure 2 that includes the Dalwhinnie Group LLC land, the CR 23 Right-of-Way, and Town owned Athletic Park land that is currently outside the Town limits (“Annexing Area”) The Master Plan amendment amended the future land use map to show the Annexing Area within the Urban Growth Management Area (“UGMA”) Boundary and the Town’s Residential land use designation. The Preserve PUD team is now applying for the next steps identified in the Town Letter with the annexation and a zoning map amendment applications.

ANNEXATION OVERVIEW

The Annexing Area has three (3) parcels as follows:

Parcel A. Parcel A is owned by Dalwhinnie Group LLC (“Dalwhinnie”) and is legally described in Exhibit B containing 2.53 acres. Parcel A is currently in the County’s Valley Zone District and used for agricultural land uses. Parcel A is not irrigated. Parcel A was approved by the Town for infrastructure uses for the Preserve PUD Preliminary Plat as shown in Figure 3, including required secondary paved access for Preserve Drive and associated right-of-way/easement that serves ten (10) lots in the Plat; an extension of the required recreational path and associated easement next to CR 23; stub out to the sewer line; and subdivision grading and drainage.

Parcel A is proposed to be in the Residential Zone District with no density permitted on this



parcel, with a note on the subdivision plat that will prohibit any residential homes on Parcel A. The only new use proposed on Parcel A is a lift station that is to be relocated from within the Plat area to meet Colorado Division of Public Health and Environment setbacks that were adopted after the Town's approval of the Plat. The Preserve Drive Right-of-Way, lift station easement, and recreational path easement will be dedicated to the Town with the subdivision for the Annexing Areas. The subdivision application will be submitted after the Council adopts a resolution finding the petition for annexation to be in substantial compliance with state law as allowed by Land Use Regulations Section 7-8-3-1.

Parcel B. Parcel B is owned by Ouray County as a public right-of-way and is legally described in Exhibit B containing 0.72 acres. Parcel B is approved by the Town for infrastructure uses for the Plat as shown in Figure 3, including grading, drainage and paving improvements to CR 23 and a looped water line. Parcel B is proposed to be included as the same zone district as the Ridgway Athletic Park which is interestingly the General Commercial Zone District. It is our understanding that the Parcel B CR 23 Right-of-Way is automatically conveyed to the Town upon annexation, with it dedicated on the subdivision plat for the Dalwhinnie Annex area.

Parcel C. Parcel C is owned by the Town and is legally described in Exhibit B containing 0.28 acres. Dalwhinnie is voluntarily including Parcel C in the annexation and rezoning applications to help the Town by annexing and zoning the property so it falls within its jurisdiction and may be used as a part of the Ridgway Athletic Park. Parcel C is currently in the County's Valley Zone District and is vacant land adjacent to a planned bike park lease area in the Ridgway Athletic Park Master Plan. Parcel C is proposed to be in the General Commercial Zone District consistent with the Ridgway Athletic Park zoning. The Town provided an agency letter to include Parcel C in the annexation that is included in the required application materials.

The annexation map is shown in Figure 2 that depicts all three parcels proposed for annexation and a zoning map amendment as described in this narrative.

ANNEXATION REVIEW CRITERIA

Ridgway Land Use Regulations ("LUR") Section 7-8-3 establishes the following Statement of Policy and Review Criteria, with our compliance comments shown in blue text:

- A. Annexation is a discretionary act. Except for the initiated petition for the annexation of an enclave, the Town shall exercise its sole discretion in the annexation of territory to the Town. **The development team understands annexations are discretionary. We would point out that the only reason the annexation is requested is due to the Ouray County BOCC direction on annexing versus simply meeting the Town Approval Conditions. The Town has also been supportive of the path forward outlined in the Town Letter.**
- B. The land to be annexed and the uses proposed for the land shall conform to the goals, policies, and strategies of the Master Plan and to the land uses depicted on the Future Land Use Map, as amended. **The Town Planning and Zoning Commission approved, and the Town Council ratified, an amendment to the Master Plan that showed the Annexing Area being included within the Town boundary, within the UGMA and in the Residential land use classification. The proposed annexation therefore conforms to the Master Plan and the Future Land Use Map. There are no additional impacts to surrounding properties due to the annexation or rezoning because these applications allow the land uses approved under the Plat, with the exception of the relocated lift station. Dalwhinnie owns the property subject to the Plat, Parcel B where the lift station will be**

Figure 2. Annexing Area

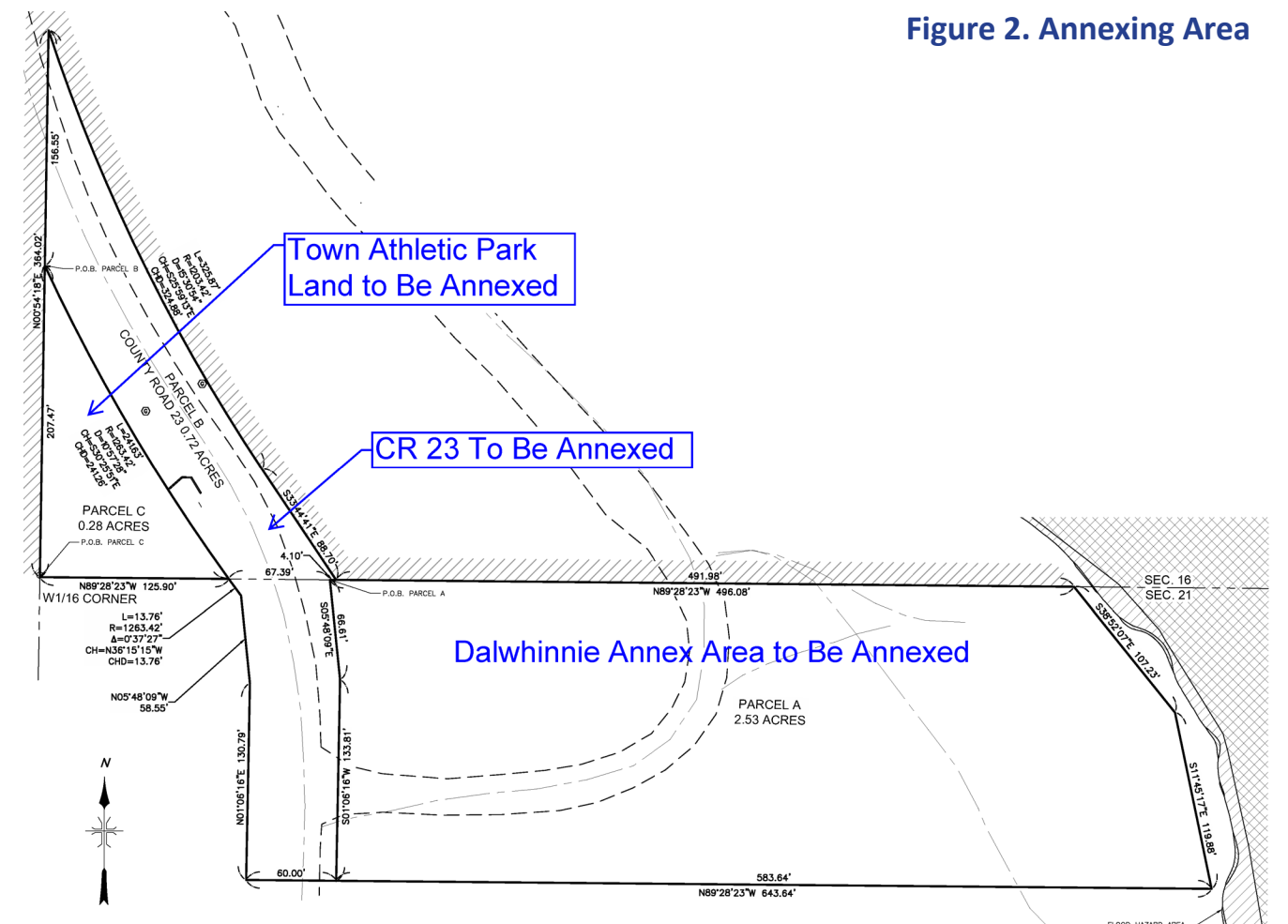
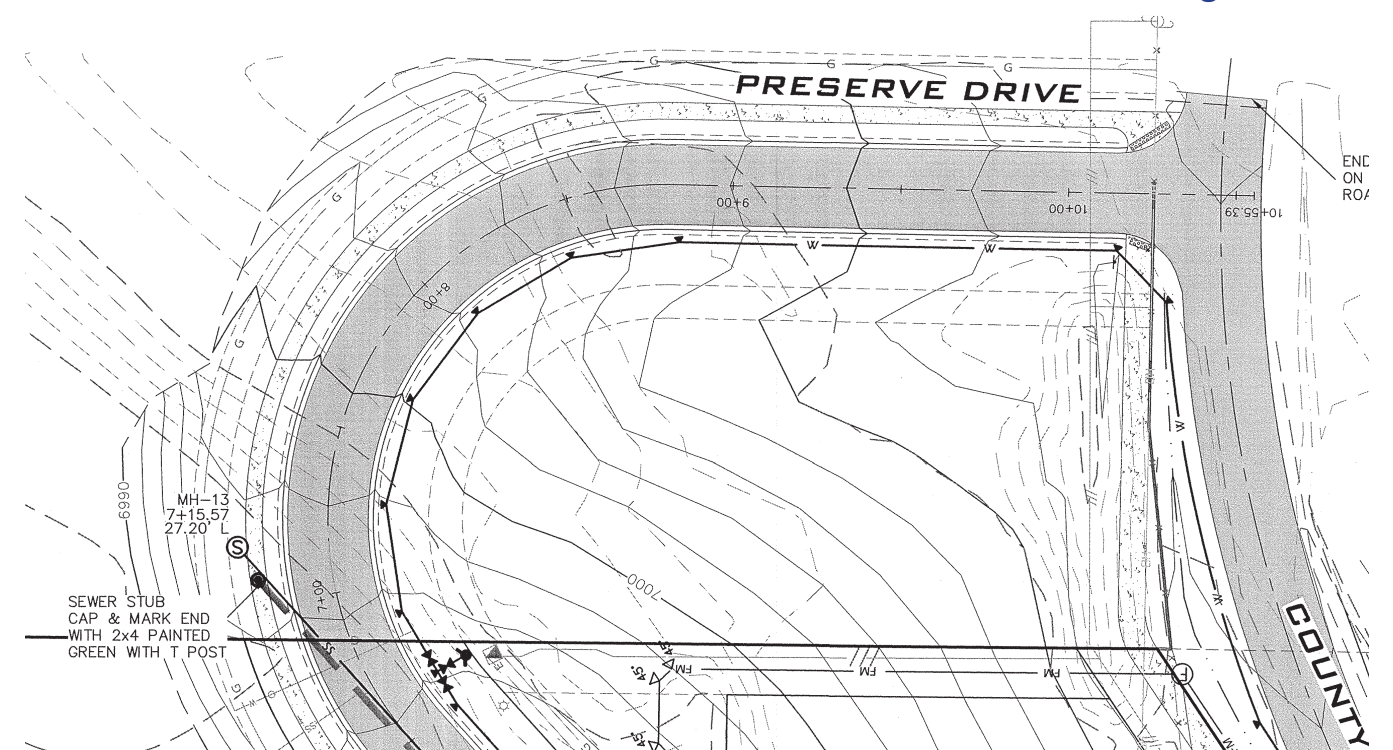


Figure 3. Approved Plat Infrastructure for Annexing Area



located, and the land to the south which will continue to be used for agricultural purposes. There is no adverse impact to surrounding agriculturally zoned and used lands, and the lift station will be screened by opaque wood or composite fencing with appropriately sized gates as approved by the Town.

- C. Certain public facilities and amenities are necessary and must be constructed as part of any territory annexed to the Town in order that the public needs may be served by such facilities. These facilities include, but not limited to, streets, bridges, public parks and recreation areas, school sites, and storm drainage facilities. The annexation of lands to the Town shall not create any additional cost or burden on the then-existing residents of the Town to provide such public facilities in any newly annexed area. Public facilities associated with the Plat are shown in Figure 3 and will be reflected on the subsequent subdivision for the Annexing Areas. These improvements are documented in the Annexation Overview section above for Parcel A.
- D. The petitioner for annexation shall be responsible for paying the Town's full cost for processing the annexation petition, from initial discussion with Town staff before submittal of the petition through the approval and recording of the final annexation documents, in the event of the Town Council's approval of annexation. Understood and agree.
- E. Annexed areas will not divide tracts of land to prevent further annexation of adjoining parcels (for example, leaving a "gap" or a "strip" of land between property to be annexed and the adjoining property). The future annexation of lands adjacent to the Annexing Areas is not prevented by the proposed annexation.
- F. Adequate water rights are to be deeded to the Town, as determined necessary by the Town, at the time of annexation, to provide sufficient water for the annexed property and the uses thereon. Restrictive plat notes will prohibit the residential dwelling on Parcel A so there are no new water demands created by this annexation.
- G. The annexation process can be complex. A property owner considering an annexation petition may wish to consult with an attorney familiar with municipal annexation law. While the Town staff will cooperate with the property owner in the process of complying with state law or the Land Use Regulations, the Town cannot be bound by any representations made by the Town staff regarding the status of or the requirements of state law or the Land Use Regulations. As a general rule and except in extraordinary circumstances, annexation petitions should be accompanied by a request for zoning and, when appropriate, a sketch plan or other application(s), which may be needed pursuant to Chapter 7, Section 4, Land Use Regulations. The annexation complies with State annexation law as documented in the Annexation Petition. A concurrent zoning map amendment for the Annexation Area is proposed as outlined in this narrative.
- H. The property owner may request that the annexed property be placed in a specific zone district, or the Town may initiate a zoning action as part of the annexation process. However, no zoning action shall become effective prior to the effective date of the annexation ordinance concerning the property. We are seeking concurrent annexation and zoning map amendment applications pursuant to the LUR that will be considered by the Planning and Zoning Commission and Town Council.
- I. The Town may conduct zoning and subdivision review for the area proposed to be annexed after the Town Council adopts a resolution finding the petition for annexation (or annexation election) to be in substantial compliance with the state law and that the area is eligible for annexation. The Town Council shall not pass any ordinance approving a request for zoning and/or subdivision until

an ordinance annexing the property to the Town has been approved by the Town Council. The development team intends to submit a subdivision application for the Annexing Area after the Council adopts a resolution finding the petition for annexation to be in substantial compliance with state law.

- J. The petitioner(s) shall enter into an annexation agreement with the Town for the development of the property to be annexed. The Plat area is subject to an annexation agreement as recorded at Reception Number 191629. We respectfully submit that no further annexation agreements are needed for the Annexing Area.

ZONING MAP AMENDMENT

LUR Section 7-4-3(C)(2) establishes the zoning map amendment process and the following specific requirements to be addressed in the narrative per LUR Section 7-4-3(C)(2)(c)(ii), with our compliance comments shown in blue text:

- a. A general written narrative describing the purpose of the project. This narrative meets this requirement.
- b. The source and quantity of water required for the proposed use(s) within the project. No new density is proposed with the annexation area. The Preserve PUD Preliminary Plat includes the Town approval for extension of the Town water system.
- c. The method of wastewater treatment and anticipated quantity of wastewater generated. No new density is proposed with the annexation area. The Plat includes the Town approval for extension of the Town sewer system.
- d. When water or wastewater service would be provided by a municipality or a water or sanitation district or other public entity, written confirmation that such entity is willing and able to provide such service. The Town has approved the extension of the water and sewer system to serve the lots and approved density with the Plat.
- e. A description of any natural or man-made hazard within or in the vicinity of the land within the application and a statement describing how the anticipated impact of such hazards would be mitigated if the proposed request requires such mitigation. The Annexing Area is not in any identified floodplains or geohazard areas.
- f. A vicinity map showing to scale the proposed project area in relationship to the surrounding municipal and unincorporated area. Please refer to Figure 4.
- g. A description of any unique features, such as historical sites, unique landforms or scenic vistas, contained within the project area. There are no unique features such as historical sites, unique landforms or scenic vistas within the proposed Annexing Area.



Figure 4. Vicinity Map

LUR Section 7-4-3(C)(3) establishes the following review criteria to amend the Official Zoning Map as proposed in Figure 5 and described above in the background section, with our compliance comments shown in blue text:

(a) The amendment is not adverse to the public health, safety and welfare, and

The Zoning Map Amendment is needed to address the Town Approval Conditions and the Ouray County BOCC direction to annex Parcel A (Dalwhinnie Annex area) and Parcel B (CR 23 Right-of-Way). The Town has already approved the development envisioned for Parcel A and Parcel B as a part of the Plat where the Town approvals ensure that the public health, safety and welfare will be protected through provision of water, sewer, safe access, new paved roads, new recreational path, an affordable housing lot, and site development that meets the Town's Infrastructure Standards and engineering design requirements. The Annexing Area avoids lands with any identified natural hazards or geohazards. Police protection will be provided by the Town Marshall.

(b) Either:

(i) The amendment is in general conformity with the Master Plan; or

The zoning map amendment is in general conformity with the Master Plan because the Future Land Use Map envisions the Annexing Area into the Town with Parcel A in the Residential Zone District. Parcel B is envisioned by the Future Land Use Map as a public right-of-way and Parcel C is envisioned as parks and open space. The Town's LUR does not establish an open space and parks zone district as envisioned for Parcel C by the Master Plan so we are proposing to zone Parcel C into the General Commercial Zone District to match the current Athletic Park zoning.

1. The request furthers the community vision, goals, and policies of the Master Plan because the Plat meets several of the Master Plan policies as follows:

Goal ENV-1. The Plat and Annexing Area are already approved for development that preserves, protects and restores natural habitats. The development avoids wetland areas and restored some of the Uncompahgre River wetlands.

Policy ENV-1.1. The Plat and Annexing Area are already approved for development and avoids environmentally sensitive areas.

Policy ENV-12.2 The Plat and Annexing Area do not adversely impact wildlife habitat with the area already graded for the approved development.

Policy ENV-1.3. The Plat and Annexing Area are being actively managed for noxious weeds.

Goal ENV-3. The Plat and Annexing Area are already connected into the Town's water system for its water supply.

Policy COM-1.1. The Plat and Annexing Area provide for four (4) units of affordable housing on Lot 20.

Goal CHR-1. The Plat and Annexing Area support vibrant, diverse, safe and well-connected neighborhoods. The annexation and zoning map amendment are sought because the County BOCC prefers annexation over the implementation of the Town Approval Conditions. The annexation, zoning map amendment and subsequent subdivision of the Dalwhinnie Annex area allow for the Plat and associated improvements to create a vibrant, safe and well-connected neighborhood because it enables the required secondary access onto from Preserve Drive onto CR 23; allows for the PUD to be developed and provide affordable housing; allows for the provision of a recreational path along CR 23 for neighborhood walking and biking; and also the construction of a sewer lift station that meets Colorado Department of Public Health and Environment lift station setbacks.

Policy GRO-1.2. The Plat and Annexing Area allow for the Town to provide new single-family lots into the community in an area that has already been approved for development.

Policy GRO-2.1. Dalwhinnie will complete the construction of the Plat improvements at no costs to the Town or its residents.

Policy GRO-2.2. The Plat and Annexing Area have adequate public facilities with portions of the water lines and sewer system already installed and connected into the Town systems.

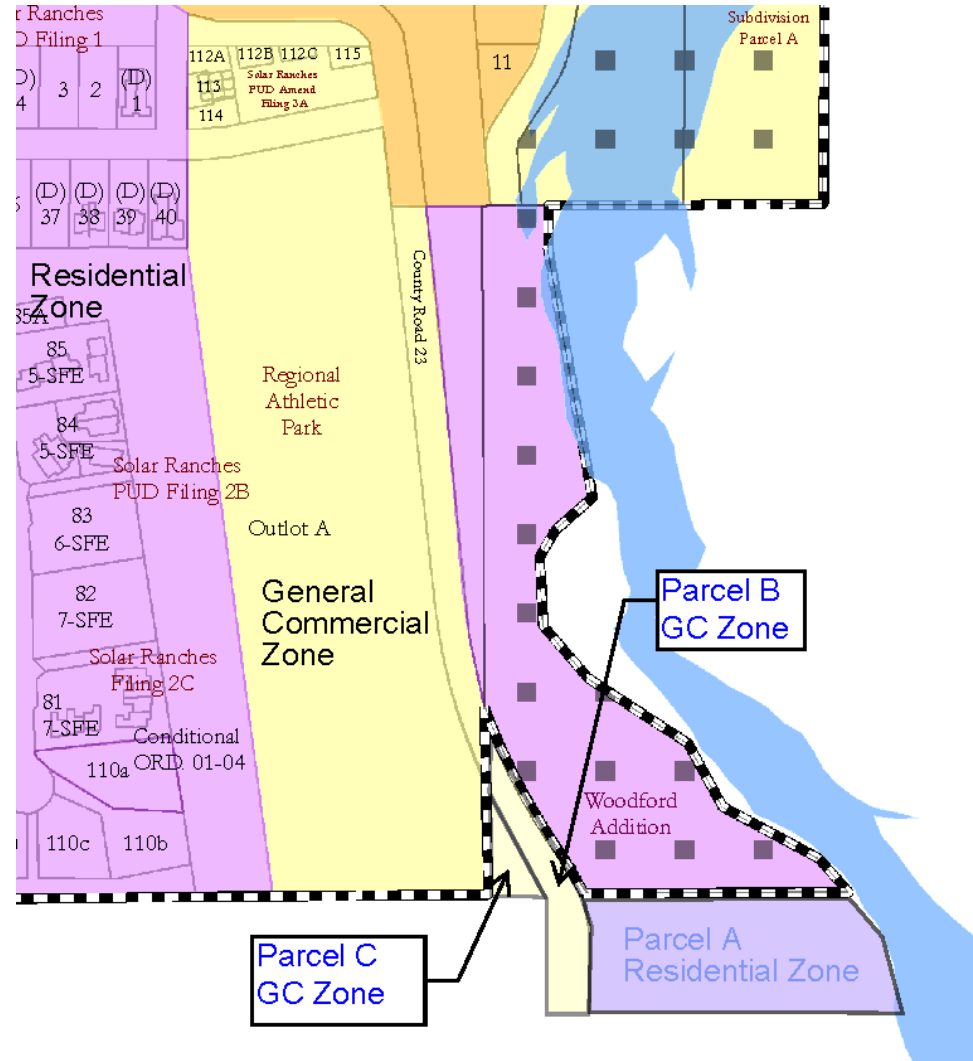
Policy GRO-3.1. The Plat and Annexing Area avoid hazardous areas including floodplains and steep slopes, with most of the subdivision grading work already completed.

Policy GRO-3.2. The Plat and Annexing Area do not have to provide stormwater detention per Town Regulations because discharge of already installed drainage infrastructure is to the Uncompahgre River.

(ii) The existing zoning is erroneous; or

(iii) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.

Figure 5. Proposed Zoning



The Approved Plat

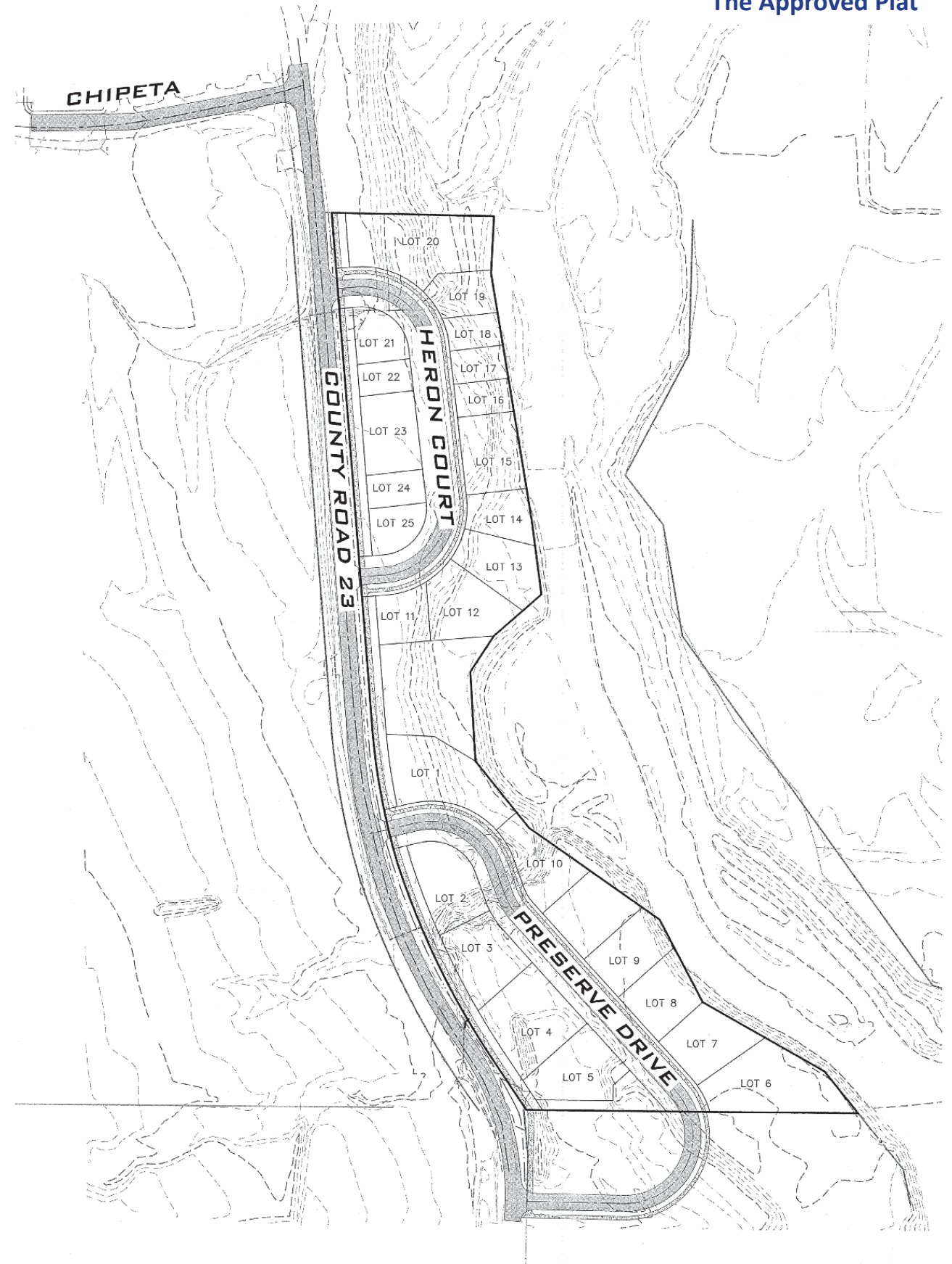


Exhibit A



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

November 14, 2022

Chris Hawkins
Alpine Planning
P.O. Box 654
Ridgway, CO 81432

SENT VIA E-MAIL: chris@alpineplanningllc.com

RE: Preserve PUD Annexation and Preliminary Plat Amendment

Dear Chris,

I am writing in response to your email dated November 17, 2022, concerning the annexation petition and amendment to the Preserve PUD Preliminary Plat approval that your team is planning to submit.

In our joint meeting with the Ouray County Board of County Commissioners on October 26, 2022, it became evident that the path forward is to 1) annex the portion of the Preserve PUD development that is currently located outside of the Town boundaries into the town, 2) apply Town zoning classification to that annexed portion of the project, and 3) amend the preliminary plat to reflect the new project limits and town boundaries. Town staff met last week to discuss the necessary procedures and submittal requirements to accomplish all of this, and this letter lays out the outcomes of that meeting.

First off, as you know, the Town of Ridgway, via Emergency Ordinance No. 01-2022, has imposed a temporary moratorium and delay on the acceptance, processing, and approval of a wide array of development applications. The temporary moratorium and delay shall terminate the earlier of an updated Chapter 7 "Planning and Zoning" of the Ridgway Municipal Code or March 31, 2023, unless terminated earlier by the Town Council or extended in its duration by enactment of another ordinance by the Town Council. Based on the scope of the temporary moratorium, the Town is not able to process an amendment to the Preserve PUD Preliminary Plat approval.

Next, although authorized to do so by the Home Rule Charter, the Town has not adopted an annexation procedure separate from the Colorado Municipal Annexation Act of 1965 ("Act"). While staff recognizes that having a Town-adopted procedure for annexation is



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not fully necessary, Town staff would prefer having one in place prior to an annexation petition for the portion of the Preserve PUD currently located outside of the town boundaries being submitted. In the spirit of that, staff would request that your team hold off on submitting an annexation petition until after the Chapter 7 updates are adopted via ordinance by the Town Council as these updates are anticipated to include procedures for annexation requests.

The initial draft of the proposed updates to Chapter 7 "Planning and Zoning" is slated to be presented to the Ridgway Planning Commission on November 29, 2022. Staff will take the feedback garnered during that meeting to further refine the updates to Chapter 7 and will aim to present a formal ordinance for the Planning Commission's consideration in early 2023, and the Town Council's consideration and approval subsequent to that.

Lastly, even if we followed the Act with its statutory requirements, C.R.S. 31-12-105 (1)(e)(I) states, "*Prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area.*" Accordingly, in order to meet the annexation criteria, the first step must be to update the Town of Ridgway Master Plan ("Master Plan") and Future Land Use Map to include the area of the Preserve PUD currently outside of the town limits to be within the Town's Urban Growth Boundary and assign a Future Land Use Classification. As called for in the Master Plan, any update "*should include opportunities for involvement by the public, Town staff, elected and appointed officials, and other relevant or affected stakeholders.*"

With all that being said, to keep the project moving forward in lieu of the temporary moratorium, staff recommends that a request to update the Master Plan and Future Land Use Map be the first step in the process. Staff also interprets this to be an allowed request under the temporary moratorium. While this amendment is being processed, the petition for the annexation and initial zoning can be prepared. Once the Chapter 7 updates are adopted and the moratorium is lifted, the petition and applications for annexation, zoning, and preliminary plat amendment can be submitted and processed. Staff believes this to be the most efficient path forward for this project.

In the coming weeks, staff will propose a process for updating the Master Plan to recommend to the Town Council. It is anticipated that since this is a request associated



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with a development, much of the process will have to be led by the Preserve team with Town staff support. We recommend that you draft and submit a formal request to kickstart this updating process.

We appreciate your partnership and attention to this, and we look forward to hearing back from you.

Sincerely,

Preston Neill
Ridgway Town Manager

- Cc: Michael Cox
- Nick Barrett
- Michael Lynch
- Joanne Fagan
- TJ Dlubac
- Bo James Nerlin



DEL-MONT CONSULTANTS, INC.
ENGINEERING ▾ SURVEYING
125 Colorado Ave. ▾ Montrose, CO 81401 ▾ (970) 249-2251 ▾ (970) 249-2342 FAX
www.del-mont.com ▾ service@del-mont.com

PARCEL A:
 A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
 Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;
 Thence along said North line S89°28'23"E 496.08 feet;
 Thence S38°52'07"E 107.23 feet;
 Thence S11°45'17"E 119.88 feet;
 Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;
 Thence the following two courses along said Right of Way:
 Thence N01°06'16"E 133.81 feet;
 Thence N05°48'09"W 66.61 feet to the Point of Beginning.
 Containing 2.53 Acres more or less as described.
 County of Ouray, State of Colorado



PARCEL B:

A parcel of land situated in Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the West line of the SE1/4SW1/4 said Section 16 being N00°54'18"E 205.89 feet from the

West 1/16 corner common to said Sections 16 and 21;

Thence along said West line N00°54'18"E 156.55 feet;

Thence the following five courses along the East Right of Way of County Road 23:

Thence 325.87 feet along the arc of a curve to the left with a radius of 1203.42 feet, an interior angle of 15°30'54"

and a chord of S25°59'13"E 324.88 feet;

Thence S33°44'41"E 88.70 feet;

Thence N89°28'23"W 4.10 feet;

Thence S05°48'09"E 66.61 feet;

Thence S01°06'16"W 133.81 feet;

Thence N89°28'23"W 60.00 feet to a point on the West Right of Way of County Road 23;

Thence the following three courses along said Right of Way:

Thence N01°06'16"E 130.79 feet;

Thence N05°48'09"W 58.55 feet;

Thence 256.11 feet along the arc of a curve to the right with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of N30°45'33"E 255.67 feet to the Point of Beginning.

Containing 0.72 Acres more or less as described.

County of Ouray, State of Colorado



PARCEL C:

A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at the W 1/16 corner common to said Sections 16 and 21;

Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West

Right of Way of County Road 23;

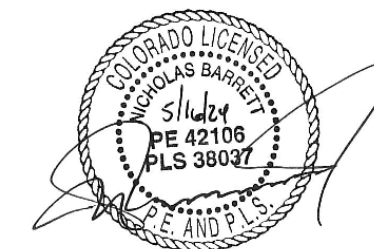
Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28"

and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;

Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.

Containing 0.28 Acres more or less as described.

County of Montrose, State of Colorado





September 26, 2024

Board of County Commissioners
Ouray County, Colorado
PO Box C Ouray, CO 81427

RE: Annexation Impact Report Waiver Request for Dalwhinnie Annexation

Dear Members of the Board:

Pursuant to Section 31-12-108.5(1), C.R.S., the Town Council of the Town of Ridgway hereby requests that the requirement of an Annexation Impact Report under that section be waived for the proposed Dalwhinnie Annexation.

Delivered herewith is a copy of the Resolution, Notice, and Petition for Annexation. Please direct any questions regarding this request to the Town of Ridgway, PO Box 10, Ridgway, CO 81432.

In the event you concur in this waiver request, please so indicate below or in separate correspondence.

ATTEST:

RIDGWAY TOWN COUNCIL:

Pam Kraft, Town Clerk

John I. Clark, Mayor

The forgoing waiver request is approved:

ATTEST:

BOARD OF COUNTY
COMMISSIONERS: Ouray County,
Colorado

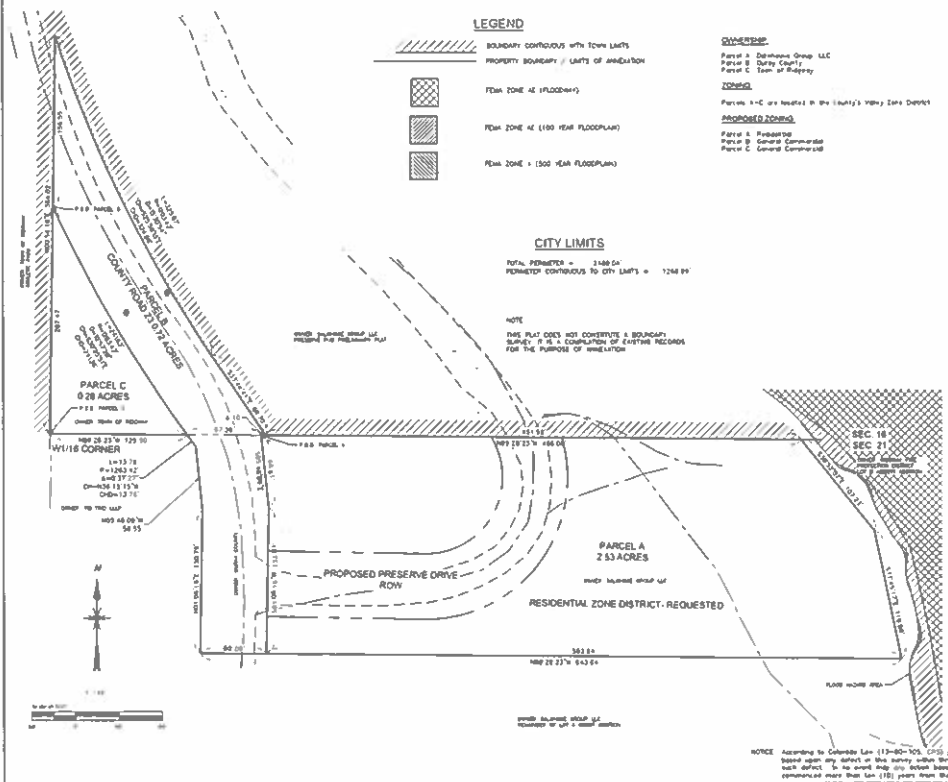
Clerk of the Board

By: Michelle Hauer

Date: 11-5-24

ANNEXATION MAP OF DALWHINNIE ADDITION

SITUATED IN SECTIONS 16 & 21, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO



LEGEND

- BOUNDARY COINCIDENT WITH TOWN LIMITS
- PROPERTY BOUNDARY / LIMITS OF JURISDICTION
- FEMA ZONE AE (100 YEAR FLOODWAY)
- FEMA ZONE AE (100 YEAR FLOODPLAIN)
- FEMA ZONE A (500 YEAR FLOODPLAIN)

OWNERSHIP

Parcel A Dalwhinnie Group LLC
Parcel B Ouray County
Parcel C Tom of Ridgway

ZONING

Parcel A-C are located in the County's Heavy Zone District

PROPOSED ZONING

Parcel A Residential
Parcel B General Commercial
Parcel C General Commercial

CITY LIMITS

North, 788.876' = 1.948 MI
EQUIDISTANT CONTIGUOUS TO CITY LIMITS = 1.264 MI

NOTE

THIS PLAN DOES NOT CONSTITUTE A BOUNDARY SURVEY. IT IS A COMPILED OF EXISTING RECORDS FOR THE PURPOSE OF ILLUSTRATION.

PROPERTY DESCRIPTION

PARCEL A
A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
Beginning at a point on the North line of said Section 21, and going south 88°28'22" E 192.28 feet from the West 1/4th corner to said Section 16 and 21.
Thence along said North line 388.75 2 1/2" E 192.04 feet.
Thence S28°51'07" E 187.23 feet.
Thence S51°41'17" E 101.66 feet.
Thence N89°28'27" E 562.64 feet to a point on the East Right of Way of County Road 25.
Thence following that course along said Right of Way.
Thence N81°08'04" E 133.87 feet.
Thence N88°02'30" E 64.61 feet to the Point of Beginning.
Containing 2.53 Acres more or less as described.
County of Ouray, State of Colorado.

PARCEL B
A parcel of land situated in Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
Beginning at a point on the West line of the SE 1/4th of said Section 16 being N02°54'16" E 209.89 feet from the West 1/4th corner to said Section 16 and 21.
Thence along said West line N02°54'16" E 209.89 feet.
Thence following the course along the East Right of Way of County Road 25.
Thence S25°27'04" E along the line of a curve to the left with a radius of 1261.42 feet, an interior angle of 113°20'54" and a chord of 315.917' E 124.84 feet.
Thence S33°48'16" E 86.70 feet.
Thence N89°28'27" E 61.10 feet.
Thence S28°28'27" E 68.81 feet.
Thence S28°28'27" E 122.81 feet.
Thence N89°28'27" E 68.81 feet to a point on the West Right of Way of County Road 25.
Thence following that course along said Right of Way.
Thence N89°02'30" E 58.95 feet.
Thence N89°02'30" E 58.95 feet.
Thence S25°27'04" E along the line of a curve to the right with a radius of 1261.42 feet, an interior angle of 113°20'54" and a chord of 315.917' E 124.84 feet to the Point of Beginning.
Containing 0.28 Acres more or less as described.
County of Ouray, State of Colorado.

PARCEL C
A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
Beginning at the N 1/4th corner to said Sections 16 and 21.
Thence along the West line of the SE 1/4th of said Section 16 being N02°54'16" E 207.47 feet to a point on the East Right of Way of County Road 25.
Thence 211.63 feet along the line of a curve to the left with a radius of 1261.42 feet, an interior angle of 113°20'54" and a chord of 315.917' E 124.84 feet to the South line of said SE 1/4th of said Section 16.
Thence along said South line N89°28'27" E 125.00 feet to the Point of Beginning.
Containing 0.28 Acres more or less as described.
County of Ouray, State of Colorado.

IMPLEMENTS CERTIFICATE

Richard Brown, a Professional Land Surveyor in the State of Colorado, do hereby certify that the above described parcel has been surveyed by me and/or under my direct supervision and that such survey is accurately represented hereon, and is based on the information furnished and that such information is with reasonable care and diligence and is not a guaranty or warranty either expressed or implied. This survey does not include easements, except those specifically shown hereon.

Richard Brown P.L.S. 38037

MAJORITY CERTIFICATE

We, the electors of the Town of Ridgway, a municipal corporation in the County of Ouray, State of Colorado met by a Quorum on this _____ day of _____ 2014 A.D. and passed the property described herein to the Town of Ridgway.

Mayor _____

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at _____ on the _____ day of _____ 20____. Recitation No. _____

County Clerk & Recorder _____ Deputy

ANNEXATION MAP OF DALWHINNIE ADDITION	
DMG	DALWHINNIE CONSULTANTS, INC. INDUSTRIAL & RESIDENTIAL 107 HANCOCK AVENUE, SUITE 200 RIDGWAY, CO 81432
P.L.S. 38037	DALWHINNIE GROUP PO BOX 6418 RIDGWAY, CO 81432
1 of 1	SHEET NUMBER 2014
DATE	ANNEX

NOTICE

According to Colorado Law (13-60-105, C.R.S.) this instrument is void unless within 90 days after the date of recording, the County Clerk has filed a copy of this instrument with the County Clerk and Recorder of Ouray County. If no such filing is made within the 90-day period, this instrument shall be void.

**Town of Ridgway
Petition for Annexation**

We, the undersigned landowners, in accordance with Colorado Revised Statutes (C.R.S.) Title 31, Article 12, as amended, hereby petition the Town Council of the Town of Ridgway, Colorado, for annexation to the Town of Ridgway the unincorporated property, the legal description of which is attached hereto as Exhibit A and incorporated herein by this reference, located in the County of Ouray and the State of Colorado, and to be known as the Dalwhinnie – Ridgway Athletic Park Annexation to the Town of Ridgway.

In support of said Petition, the petitioners state that:

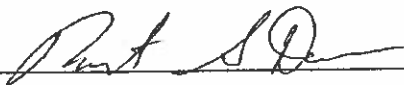
1. It is desirable and necessary that the property described in Exhibit A (“**Property**”) be annexed into the Town of Ridgway.
2. The requirements of C.R.S. 31-12-104, as amended, exist or have been met in that:
 - a) Not less than one-sixth (1/6) of the perimeter of the Property to be annexed is contiguous with the Town of Ridgway.
 - b) A community of interest exists between the Property proposed to be annexed and the Town of Ridgway.
 - c) The Property proposed to be annexed is urban or will be urbanized in the near future.
 - d) The Property proposed to be annexed is integrated or is capable of being integrated with the Town of Ridgway.
3. The limitations of C.R.S. 31-12-105, as amended, exist or have been met in that:
 - a) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way.
 - b) No annexation proceedings have been commenced for any portion of the territory proposed to be annexed by another municipality.
 - c) The annexation will not result in the detachment of area from any school district and attachment to another unless accompanied by a resolution of the board of directors of the school district to which such area will be attached approving such annexation.
 - d) The annexation will not have the result of extending the boundary of the Town of Ridgway more than three miles in any direction from any point in any one year.

- e) A plan is in place which specifically shows the proposed location, character, and extent of streets, other public ways, grounds, open spaces, public utilities, water, light, sanitation, transportation, power and land uses for the Property.
 - f) In establishing the boundaries of the proposed annexation, if a portion of a platted street or alley is annexed, the entire width of the streets and alleys have been included within the area to be annexed. Reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the Town of Ridgway.
 - g) The territory proposed to be annexed is 40.294 acres in total area with 3.53 acres, with Parcel A to be zoned to the Residential Zone District and Parcel B and Parcel C to be zoned to the General Commercial Zone District.
4. The petition requirements of C.R.S. 31-12-107, as amended, exist or have been met in that:
- a) More than fifty percent of the landowners in the area owning more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets or alleys have signed this petition and hereby petition for annexation of such territory.
 - b) The signatures of the petition compromise one hundred percent (100%) of the landowners of the private property area proposed to be annexed and said landowners agree that this negates the necessity of an annexation election.
 - c) Accompanying this petition are four (4) copies of an annexation map containing the following information:
 - i. A written legal description of the boundaries of the area proposed to be annexed as shown in Exhibit A.
 - ii. A map showing the boundary of the area proposed to be annexed as shown in Exhibit B showing of the location of each ownership tract in unplatted land.
 - iii. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the Town of Ridgway and the contiguous boundary of any other municipality abutting the area proposed to be annexed.
5. The Town of Ridgway has waived the preparation and submittal of an annexation impact report as may be required by C.R.S. 31-12-108.5 because the annexation does not have any residential density, and the infrastructure being annexed by the Town and associated residential density was already approved by the Town with the Preserve PUD Preliminary Plat.
6. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules and regulations of the Town of Ridgway, except for general property taxes of the Town of Ridgway, which shall become effective as of the January 1 next ensuing.

7. The petitioners agree that said annexed land shall be brought under the provisions of the Ridgway Municipal Code, including but not limited to the Property's zoning requirements, within ninety (90) days after the effective date of the annexation ordinance.
8. An annexation agreement has been or will be executed by the petitioners and the Town of Ridgway relating to this annexation and the petitioner hereby expressly consents to the terms and conditions set forth in the annexation agreement.

WHEREFORE, the petitioners, whose signatures are set forth below, respectfully request that the Town of Ridgway, acting through its Town Council, approve the annexation of the Property.

Parcel A Owner: Dalwhinnie Group, LLC, a Colorado limited liability company

By 

Robert Dow, Manager of Dalwhinnie Group, LLC


Date July 17th 2024

State of NY)

County of Orange

The foregoing instrument was acknowledged before me this 17 day of July, 2024, by Robert Dow as Manager of Dalwhinnie Group, LLC.

My commission expires 8/22/2026

Notary Public 

Witness my hand and official seal.

KASEY N SIKORSKY
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01S16438780
 Qualified in Orange County
 My Commission Expires 08-22-2026



Parcel C Owner: Town of Ridgway, Colorado, a Colorado home rule municipality

By _____

John Clark, Mayor

Date _____

State of Colorado)

County of Ouray)

The foregoing instrument was acknowledged before me this _____ day of _____,
2024, by John Clark as Mayor of the Town of Ridgway, Colorado

My commission expires _____

Notary Public _____

Witness my hand and official seal.

Exhibit A
Legal Description

RESOLUTION NO. 24-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, INITIATING ANNEXATION PROCEEDINGS FOR PROPERTY KNOWN AS DALWINNIE - RIDGWAY ATHLETIC PARK ANNEXION AND GIVING NOTICE OF A PUBLIC HEARING THEREON

WHEREAS, the Town Council for the Town of Ridgway, Colorado has received a Petition for Annexation of certain property, signed by at least 50% of the landowners owning at least 50% of the land of said property, exclusive of public streets and alleys; and

WHEREAS, the Petition appears to be in substantial compliance with the applicable provisions of Chapter 31, Article XII of the Colorado Revised Statutes; and

WHEREAS, the Council wishes to initiate annexation proceedings for the property and to set a public hearing for further consideration of the Petition.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO:

Section 1. Annexation Proceedings Initiated

Annexation proceedings are hereby initiated upon the Petition for Annexation of the following described property to the Town, which Petition appears to be in substantial compliance with the applicable provisions of Chapter 31, Article 12, Colorado Revised Statutes:

See, attached **EXHIBIT A**.

Section 2. Public Hearing

The Council hereby sets and gives notice of a public hearing for 5:30 P.M. on November 13, 2024 at the Ridgway Town Hall, 201 North Railroad Street, in Ridgway, Colorado, to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility under Part 1 of Chapter 31, Article 12 of said statutes.

PASSED, APPROVED AND ADOPTED this 11th day of September 2024.

TOWN OF RIDGWAY, COLORADO

By: 
John A. Clark, Mayor

ATTEST:


Ram Kraft, Town Clerk

EXHIBIT A

Legal Description of Property Proposed for Annexation

[attached]



DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL A:

A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said North line S89°28'23"E 496.08 feet;

Thence S38°52'07"E 107.23 feet;

Thence S11°45'17"E 119.88 feet;

Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;

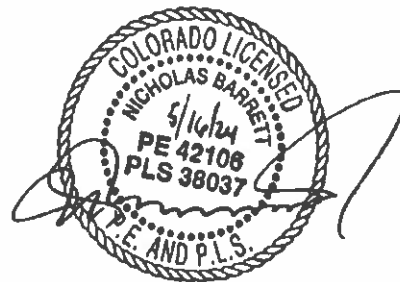
Thence the following two courses along said Right of Way:

Thence N01°06'16"E 133.81 feet;

Thence N05°48'09"W 66.61 feet to the Point of Beginning.

Containing 2.53 Acres more or less as described.

County of Ouray, State of Colorado





DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL B:

A parcel of land situated in Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the West line of the SE1/4SW1/4 said Section 16 being N00°54'18"E 205.89 feet from the West 1/16 corner common to said Sections 16 and 21;

Thence along said West line N00°54'18"E 156.55 feet;

Thence the following five courses along the East Right of Way of County Road 23:

Thence 325.87 feet along the arc of a curve to the left with a radius of 1203.42 feet, an interior angle of 15°30'54" and a chord of S25°59'13"E 324.88 feet;

Thence S33°44'41"E 88.70 feet;

Thence N89°28'23"W 4.10 feet;

Thence S05°48'09"E 66.61 feet;

Thence S01°06'16"W 133.81 feet;

Thence N89°28'23"W 60.00 feet to a point on the West Right of Way of County Road 23;

Thence the following three courses along said Right of Way:

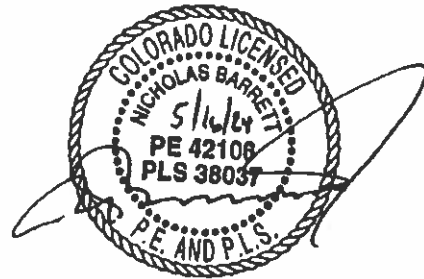
Thence N01°06'16"E 130.79 feet;

Thence. N05°48'09"W 58.55 feet;

Thence 256.11 feet along the arc of a curve to the right with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of N30°45'33"E 255.67 feet to the Point of Beginning.

Containing 0.72 Acres more or less as described.

County of Ouray, State of Colorado





DEL-MONT CONSULTANTS, INC.
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX
www.del-mont.com ▼ service@del-mont.com

PARCEL C:

A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at the W 1/16 corner common to said Sections 16 and 21;

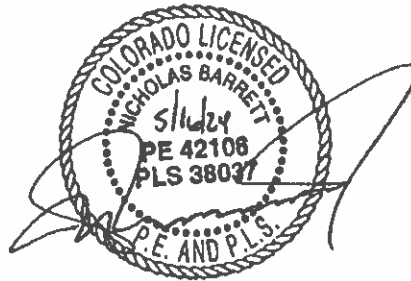
Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West Right of Way of County Road 23;

Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;

Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.

Containing 0.28 Acres more or less as described.

County of Montrose, State of Colorado



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<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00
<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00

Postage
\$1.01

Total \$5.86

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	

Postage

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Colorado River Conservation District
c/o Andy Mueller, General Manager
201 Centennial St., St. 200
Glenwood Springs, CO 81601

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
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Postage

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	

Postage

Total \$

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Ridgway Fire Protection District
c/o Chief Chris Miller
251 N. Railroad St.
Ridgway, CO 81432

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	

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Tri-County Water Conservancy Dist.
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$	
<input type="checkbox"/> Adult Signature Required	\$	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	

Postage

Total \$

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Dallas Park Cemetery District
c/o Hannah Hollenbeck, Dist. Admin.
PO Box 473
Ridgway, CO 81432

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<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00
<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00

Postage
\$1.01

Total Post \$5.86

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Ridgway Library District
c/o Amy Baer, Director
300 Charles St.
Ridgway, CO 81432

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SILVERTHORNE CO 80498
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00

Postage
\$1.01

Total Post \$6.96

Sent To
School District R-2
c/o Susan Lacy, Superintendent
1115 West Clinton St.
Ridgway, CO 81432

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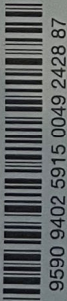
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Ridgway Fire Protection District
 c/o Chief Chris Miller
 251 N. Railroad St.
 Ridgway, CO 81432



9590 9402 5915 0049 2428 87

2. Article Number (Transfer from service label)

7021 0950 0002 1230 6158

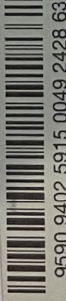
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Colorado River Conservation District
 c/o Andy Mueller, General Manager
 201 Centennial St., St. 200
 Glenwood Springs, CO 81601



9590 9402 5915 0049 2428 63

2. Article Number (Transfer from service label)

7021 0950 0002 1230 6172

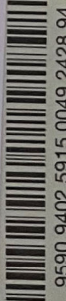
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1. Article Addressed to:

Ridgway Library District
 c/o Amy Baer, Director
 300 Charles St.
 Ridgway, CO 81432



9590 9402 5915 0049 2428 94

2. Article Number (Transfer from service label)

7021 0950 0002 1230 6158

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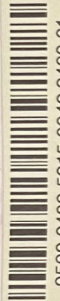
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1. Article Addressed to:

Ouray County Attorney
 c/o Leo Caselli, County Attorney
 PO Box C
 Ouray, CO 81427



9590 9402 5915 0049 2429 31

2. Article Number (Transfer from service label)

7021 0950 0002 1230 6127

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1. Article Addressed to:

Tri-County Water Conservancy Dist.
 647 North 7th St.
 Montrose, CO 81401



9590 9402 5915 0049 2429 17

2. Article Number (Transfer from service label)

7021 0950 0002 1230 6141

PS Form 3811, July 2015 PSN 7530-02-000-9053

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1. Article Addressed to:

Ouray County Board of County Commissioners
 PO Box C
 Ouray, CO 81427



9590 9402 5915 0049 2429 48

2. Article Number (Transfer from service label)

7021 0950 0002 1230 6189

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AGENDA ITEM #14

To: Honorable Mayor and Town of Ridgway Town Council

Cc: Preston Neill, *Ridgway Town Manager*
Angie Kemp, AICP, *Ridgway Town Planner*

From: TJ Dlubac, AICP, CPS, *Contracted Town Planner*
Max Garcia, AICP, CPS, *Contracted Town Planner*

Date: December 6, 2024

Subject: Dalwhinnie-Ridgway Athletic Park Annexation - Zoning Map Amendment

PROJECT OVERVIEW

Request: Zoning of parcels of land in conjunction with the Dalwhinnie-Ridgway Athletic Park Annexation.

Legal: Situated In Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian Town of Ridgway, County of Ouray, State of Colorado

General Location: Located adjacent to County Road 23, southeast of Ridgway Athletic Park.

Current Use: Agricultural and Vacant

Applicant: Chris Hawkins, Alpine Planning, LLC

Owner: Robert Dow, Dalwhinnie Group, LLC

PROJECT OVERVIEW

REZONING BACKGROUND

The Preserve PUD team took part in a joint meeting with the Town of Ridgway and the Ouray County BOCC in October 2022. The joint meeting resulted in conditions that were added to address outstanding conditions applicable to the Preliminary Plat and associated infrastructure. A significant outcome of this meeting was that the property should be annexed to the Town. The Town approved a Future Land Use Map amendment to include the area to be annexed as shown in the attached Annexation Map, which was required prior to the applicant being able to submit a petition to annex. The Master Plan amendment amended the future land use map to show the Annexing Area within the Urban Growth Management Area (UGMA) Boundary and applied the Town's Residential land use designation to the portion of the property south of the Preserve



PUD. The property owner has now applied for the next steps in the process to achieve the outcomes identified in the town letter with the annexation petition and the zoning map amendment.

SUMMARY OF ANNEXATION AND PETITION

A Petition for Annexation for the Dalwhinnie-Ridgway Athletic Park Annexation has been submitted to the Town. The petition and the supplemental materials were determined to be complete, and that Town staff was able to process the petition in accordance with C.R.S. and RMC requirements. The Town Council will be considering the annexation ordinance on December 11th as well.

REQUEST FOR TOWN COUNCIL

The Applicant is requesting approval of (R) Residential zoning for the proposed Parcel A and (GC) General Commercial zoning for proposed Parcels C.

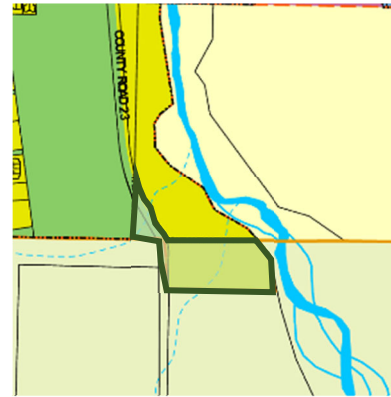


Figure 2. Updated FLUM

CODE REQUIREMENTS

RMC §7-4-3(C)(2) PROCEDURES:

The procedure for the remainder of the Zoning Map Amendment process is as follows:

- (h) Review and Action by the Town Council. The final decision to approve, approve with conditions, or deny a zoning map amendment shall be made by the Town Council in a manner consistent with Table T-4.1 and be based upon the criteria set forth in Section 7-4-3(C)(3), Approval Criteria. (ii) The Town Council may, in its sole discretion, continue or postpone the public hearing to a specified date and time in order to permit preparation of additional information for further review by the Town Council prior to making a final decision.

RMC §7-4-3(C)(3) APPROVAL CRITERIA FOR A ZONING MAP AMENDMENT

Amendments to the Official Zoning Map involving any change in the boundaries of an existing zone district, or changing the designation of a district, shall be allowed only upon a determination following public hearing that the following criteria are met:

- (a) The amendment is not adverse to the public health, safety, and welfare, and;
- (b) Either:
 - i. The amendment is in general conformity with the Master Plan; or
 - ii. The existing zoning is erroneous; or
 - iii. Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.

ANALYSIS

EXISTING CONDITIONS

The area is located west of Uncompahgre River but is located outside the flood hazard area as shown in the Annexation Map. Parcel A has an approximately 5% grade from west to east, going towards the river. A portion of Parcel A is located within the Uncompahgre River Overlay District (UROD).

ELIGIBILITY FOR ANNEXATION

Upon review of application materials, the Town staff have determined the proposed development is eligible for annexation. As outlined in the Annexation Act, an Annexation must meet the following criteria to be eligible for annexation:

- Be signed by a minimum of 50% of property owners owning or than 50% of the area petitioned to be annexed and have applicable contact information.
- Submit an annexation map containing the required information.
- The property must be eligible to be annexed to the Town. Eligibility is defined as:
 - (a) Not less than one-sixth of the perimeter of the areas proposed to be annexed is contiguous to the annexing municipality.
 - (b) A community of interest exists between the area being proposed for annexation and the Town.

COMPLIANCE WITH THE MASTER PLAN AND THREE MILE PLAN

The subject parcels are identified as *Open Space* (Parcel B and C) and *Single-Family Residential* (Parcel A) on the Future Land Use Map (updated Feb. 2024) of the Master Plan. The project should be in general conformance with the goals and policies identified within the Master Plan and the Future Land Use Map. Figure 3 depicts the Future Land Use classification of the subject property and surrounding area. The Master Plan provides important insight into the community's vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals. The Future Land Use Map for the 2019 Master Plan was amended to show the Annexing Area within the Urban Growth Management Area ("UGMA") Boundary which includes and complies with the Three Mile Plan for the Town of Ridgway.



Figure 3. Future Land Use designation.

Based on the review of the proposed development, the following Master Plan policies and goals appear to be met by the proposed project:

- GOAL ENV-1: *Preserve, protect, and restore natural habitats, including for wildlife and ecosystems.* The subject property is located within Sensitive Natural Areas, as shown in the Master Plan. The Plat and Annexing Area are already approved for development and avoid environmentally sensitive areas. It does not adversely impact wildlife habitat because the area is already graded for the approved development. The property is also actively managing any noxious weeds.
- GOAL COM-1: *Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.* The proposed development will support the utility infrastructure of the Preserve PUD which will provide four affordable housing units.
- GOAL GRO-1: *Manage growth and development in order to maintain Ridgway's small-town character, support a diverse community, and create employment opportunities.*

LAND USES

The Applicant is proposing three parcels and is not proposing any construction for either parcel at this time. Parcel A will be split into two lots as shown in Figure 4. Parcel A will need to be further subdivided through a Major Subdivision process. Parcel B is solely Right-of-Way of County Road 23. Parcel C is

proposed to have General Commercial zoning, consistent with the adjacent General Commercial zoning for the Ridgway Athletic Park.

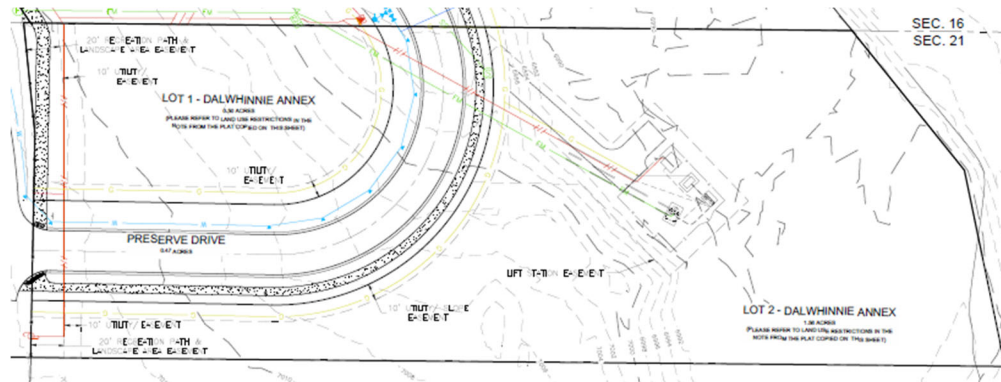


Figure 4. Dalwhinnie Annexation Parcel A proposed layout.

The breakdown of each lot is shown in the table below.

<i>Lot</i>	<i>Lot Size (AC)</i>	<i>Proposed Use</i>
Parcel A	2.53	ROW, Utility Infrastructure
Parcel B	0.72	ROW
Parcel C	0.28	Parks and Open Space
Totals	3.53	-

INITIAL ZONING

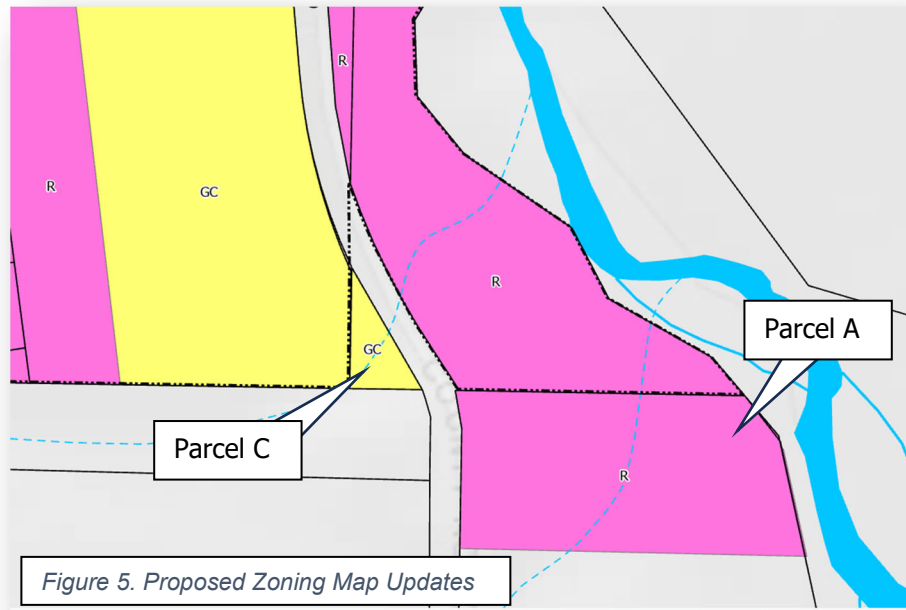
The applicant is requesting the following zoning districts for each of the parcels:

<i>Lot</i>	<i>Zone District</i>	<i>Use</i>
Parcel A	(R) Residential	ROW, Utility Infrastructure
Parcel B	N/A	ROW
Parcel C	(GC) General Commercial	Parks and Open Space

Parcel A is adjacent to and south of the Preserve PUD. Parcel A is proposed to have a private road and utility infrastructure, including a lift station, to support the Preserve PUD residential development. These uses are permitted in the Residential zoning district.

Parcel B, the right-of-way, is not zoned in other areas of the Town, therefore, Parcel B does not need to be initially zoned and therefore, the recommendation should only include Parcels A and C.

Parcel C is requesting GC zoning consistent with the Ridgway Athletic Park adjacent to the north. The parcel will be a continuation of the park as well.



UTILITIES

All utilities will be further reviewed for consistency with approved plans and Town standards through the Major Subdivision process.

PUBLIC NOTICE AND COMMENT

The application was forwarded to referral agencies on September 19, 2024, with a due date of October 3, 2024. The materials were sent to 19 referral agencies and 5 responded. Four of those responses, received from the County Assessor, Town Engineer, CDPHE, and Uncompahgre Water Partnership, had no comments. The Ouray County Planning Manager responded with the following comment:

Hi Max,

Thank you for the referral regarding the 'Dalwhinnie-Ridgway Athletic Park Annexation'. The County is aware of this matter and has been in discussion with various involved parties for several months. The Land Use Department has reviewed the proposed annexation and has no concerns at this time. It is important to note however that the annexation, if approved, will likely trigger necessary updates to the County/Town IGA as well as the UGMA boundary/map. Those actions, if required, will likely be deferred until after the County Master Plan update project has been completed.

Let me know if you have any questions.

Mark Castrodale

*Planning Director
Ouray County*

The applicant has submitted a hearing application, associated fees, plat materials, and other required support materials for this public hearing to the Town.

The property has been posted and proper notification has been completed by the Town in accordance with RMC §7-8-5(H).

As of the drafting of this staff report, no public comments either for or against the request have been received.

PLANNING COMMISSION RECOMMENDATION

At its regularly scheduled meeting on October 29, 2024, the Town of Ridgway Planning Commission voted unanimously to recommend the Town Council to approve the Zoning Map Amendment for the Dalwhinnie Athletic Park Annexation Application with the following condition:

1. Parcel B is not attributed a zone district because it is public right-of-way.

STAFF RECOMMENDATION

Upon review of the application against applicable Town standards, staff recommends that the Town Council approve the Zoning Map Amendment finding that the criteria set forth in RMC §7-4-3(C)(3) have been met with the condition that Parcel B not be attributed a zone district because it is public right-of-way.

Recommended Motion:

"I move to recommend approval of the Dalwhinnie Athletic Park Annexation Zoning Map Amendment as requested to the Town Council with the following condition finding that the criteria set forth in RMC §7-4-3(C)(3) have been met:

1. Parcel B not be attributed a zone district because it is public right-of-way.

Alternative Motions:

Approval with conditions:

"I move to approve the Zoning Map Amendment, finding that the criteria set forth in RMC §7-4-3(C)(3) have been met with the following conditions:

1. _____
2. _____
3. _____

Denial:

"I move to deny the Zoning Map Amendment, finding that the criteria set forth in RMC §7-4-3(C)(3) have not been met."

ATTACHMENTS

1. Land Use Application
2. Vicinity Map
3. Project Narrative
4. Annexation Map





APPLICATION

Official Use Only:

Receipt # _____

Date received _____

Initials _____

General Information

Applicant Name

Alpine Planning, LLC

Mailing Address

chris@alpineplanningllc.com

Phone Number

970.964.7927

Owner Name

Dalwhinnie Group, LLC

Phone Number

303.921.0435

Address of Property for Hearing

No assigned address

Zoning District

No zoning assigned yet - parcel is proposed for annexation and zoning map amendment

Application Date

07/15/2024

Email

chris@alpineplanningllc.com

Email

michael@dalwhinnieranch.com

Brief Description of Requested Action

Annexation and rezoning to bring parcels into the Town of Ridgway jurisdiction as outlined in the project narrative.

Action Requested and Required Fee Payable to the Town of Ridgway

Land Use Applications				
<input type="checkbox"/>	Administrative Adjustment	\$150.00	<input type="checkbox"/> Minor Amendment to Conditional Use Permit	\$100.00
<input type="checkbox"/>	Appeal of Planning Decision	\$250.00	<input type="checkbox"/> Site Plan Review	\$1000.00
<input type="checkbox"/>	Conditional Use Permit	\$250.00	<input type="checkbox"/> Temporary Use Permit	\$150.00
<input type="checkbox"/>	PUD Zoning	\$1500.00 + \$25.00 per lot or unit	<input type="checkbox"/> Variance	\$250.00
<input type="checkbox"/>	Major Amendment PUD	\$500.00	<input checked="" type="checkbox"/> Zoning Map Amendment	\$250.00
<input type="checkbox"/>	Minor Amendment PUD	\$250		

Subdivisions				
<input type="checkbox"/>	Amended Plat	\$250.00	<input type="checkbox"/> Resubmittal of Preliminary Plat	\$750.00 + \$25.00 per lot or unit
<input type="checkbox"/>	Boundary or Lot Line Adjustment	\$300.00	<input type="checkbox"/> Final Plat	\$600.00
<input type="checkbox"/>	Building Footprint	\$150.00	<input type="checkbox"/> Minor Subdivision	\$1500.00 + \$50.00 per lot or unit
<input type="checkbox"/>	Condominium	\$500.00	<input type="checkbox"/> Resubdivision	\$600.00
<input type="checkbox"/>	Lot Consolidation	\$300.00	<input type="checkbox"/> Right-of-Way Vacation	\$600.00
<input type="checkbox"/>	Sketch Plan	\$300.00 + \$10.00/lot or unit	<input type="checkbox"/> Town House	\$500.00
<input type="checkbox"/>	Preliminary Plat	\$1500.00 + \$25.00 per lot or unit		

Signs				
<input type="checkbox"/>	Master Sign Plan	\$150.00	<input type="checkbox"/> Master Sign Plan, Appeal	\$250
<input type="checkbox"/>	Master Sign Plan, Minor Change	\$50.00	<input type="checkbox"/> Sign Permit	\$35.00 per sign
<input type="checkbox"/>	Master Sign Plan, Major Change	\$150.00		

Miscellaneous Applications				
<input type="checkbox"/>	Amendment to Zoning Regulations	\$200.00	<input type="checkbox"/> Other Reviews	\$250.00
<input checked="" type="checkbox"/>	Annexation	\$1500.00	<input type="checkbox"/> Outdoor Lighting Appeal	\$250.00
<input type="checkbox"/>	Construction Documents	\$1000.00	<input type="checkbox"/> Outdoor Light Variance	\$250.00
<input type="checkbox"/>	Deviation from Residential, Commercial, or Industrial Design Standards	\$175.00	<input type="checkbox"/> Site Specific Development Plan	\$50.00
<input type="checkbox"/>	Mobile Homes or Factory-built housing set up within a lawful mobile home park	\$200.00	<input type="checkbox"/> Statutory Vested Rights	\$1500.00
<input type="checkbox"/>	Nonconforming Use, Changev	\$150.00	<input type="checkbox"/> Zoning or Land Use Compliance Letters	\$100.00

In addition to the above fees, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issues, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.

The Town Council, in its sole discretion, may defer, reduce and/or waive certain land use fees for projects demonstrating significant public benefit such as perpetual, deed-restricted affordable or workforce housing projects.

Application Signatures


Please note that incomplete applications will be rejected.

Contact with a Planning Commission or Town Council member regarding your application constitutes ex parte communication and could disqualify that Commissioner or Councilor from participating in your hearing.

Please contact staff with any questions.

Applicant Signature

Robert Dow **Chris Hawkins**
Robert Dow (Jul 17, 2024 10:31 EDT)

 Digitally signed by Chris Hawkins
Date: 2024.07.16 14:34:26 -06'00'

Date

07/15/2024

Owner Signature

Robert Dow
Robert Dow (Jul 17, 2024 10:31 EDT)

Date

7/17/24

Town of Ridgway, Colorado Acknowledgment of Fees and Costs

Alpine Planning, LLC (“Applicant”) and Dalwhinnie Group, LLC (“Owner”) do hereby acknowledge that with the filing of an application, or seeking Town review under Chapter 7, Section 3 or Section 4 of the Town of Ridgway Municipal Code, that it is subject to the requisite fees and costs associated with such action, in accordance with 7-3-20 and 7-4-12, including out-of-pocket legal fees and/or engineering fees.

Applicant and Owner acknowledge that no plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or final approved action taken until all fees then due are paid to the Town.

Applicant and Owner acknowledge that the Town may suspend review of submittals, inspection of improvements, and processing of a subdivision, as it deems appropriate, unless all amounts are paid as due.

Applicant and Owner further acknowledge that unpaid fees may be certified to the Ouray County Treasurer for collection as delinquent charges against the property concerned.

Acknowledge this 16 day of July, 2024.

APPLICANT:

By: Chris Hawkins Digitally signed by Chris Hawkins
Date: 2024.07.16 14:31:35 -06'00'
(Signature)

Chris Hawkins, authorized signer
(Print Name)

PROPERTY OWNER:

By: Robert Dow
Robert Dow Jul 17, 2024 10:21 EDT
(Signature)

Robert Dow, authorized signer
(Print Name)











Dalwhinnie Annex Annexation Application Form

Final Audit Report

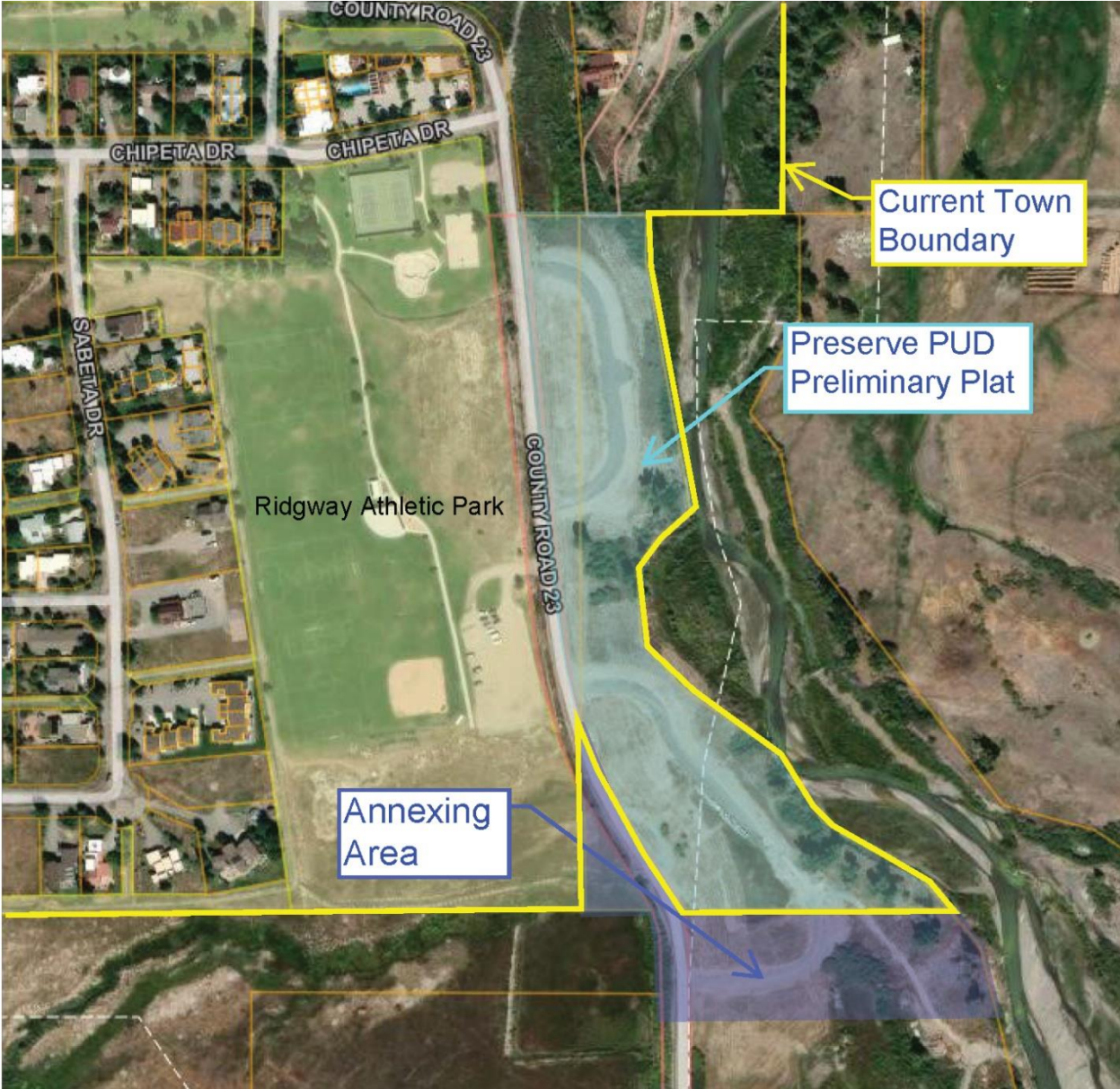
2024-07-17

Created:	2024-07-16
By:	Chris Hawkins (chris@alpineplanningllc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyMTwkhvMEsIHI_gtBRSiqns2Lyv8C4Lc

"Dalwhinnie Annex Annexation Application Form" History

-  Document digitally presigned by Chris Hawkins (chris@alpineplanningllc.com)
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-  Document digitally presigned by Chris Hawkins (chris@alpineplanningllc.com)
2024-07-16 - 8:34:26 PM GMT
-  Document created by Chris Hawkins (chris@alpineplanningllc.com)
2024-07-16 - 8:35:08 PM GMT
-  Document emailed to michael@dalwhinnieranch.com for signature
2024-07-16 - 8:35:42 PM GMT
-  Email viewed by michael@dalwhinnieranch.com
2024-07-16 - 8:58:18 PM GMT
-  Document signing delegated to Robert Dow (bobdow99@gmail.com) by michael@dalwhinnieranch.com
2024-07-16 - 9:19:45 PM GMT
-  Document emailed to Robert Dow (bobdow99@gmail.com) for signature
2024-07-16 - 9:19:45 PM GMT
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-  Document e-signed by Robert Dow (bobdow99@gmail.com)
Signature Date: 2024-07-17 - 2:31:35 PM GMT - Time Source: server
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2024-07-17 - 2:31:35 PM GMT

Vicinity Map



Dalwhinnie Annexation and Zoning Map Amendment



July 19, 2024

BACKGROUND

The Preserve PUD team, consisting of Del-Mont Consultants, Inc., Alpine Planning, LLC, and Dalwhinnie Group, LLC, took part in a joint meeting with the Town of Ridgway Planning Commission and the Ouray County BOCC on October 26, 2022. The purpose of this joint meeting was to discuss the path forward to meet the following Preserve PUD Preliminary Plat (“Plat”) conditions:

“Condition 10. The south end of Preserve Drive (outside of the town boundary) requires access approval from the County as it is their jurisdiction (certificate on plat map as indicated in this report) as well as an access/utility easement from the property owner (Ridgway River Development LLC [Dalwhinnie]). This road section of Preserve Drive from the Town boundary to CR 23 will need to be dedicated to the Town, as well as dedication of the continuation of the recreational path along CR 23 to continue to the south road. Staff recommends securing written approval from both the BOCC and RRD LLC at this time and prior to final plat filing.

Condition No. 11. Related to Completion of requested edits to the General Road and Utility Easement Agreement, inclusive of a dedication of a recreation path easement to continue along CR 23 through Preserve Drive. Staff recommends securing this easement agreement soon, and before Final Plat.

Condition No. 12. Completion of 3-inch asphalt road on Chipeta Drive from Lena Street to County Road 23, then on County Road 23 to the south access on the south loop of the subdivision. Approval needs to be obtained from the County to pave County Road 23 to where the south end of Preserve Drive connects with County Road 23.”
(Collectively “Town Approval Conditions”.)

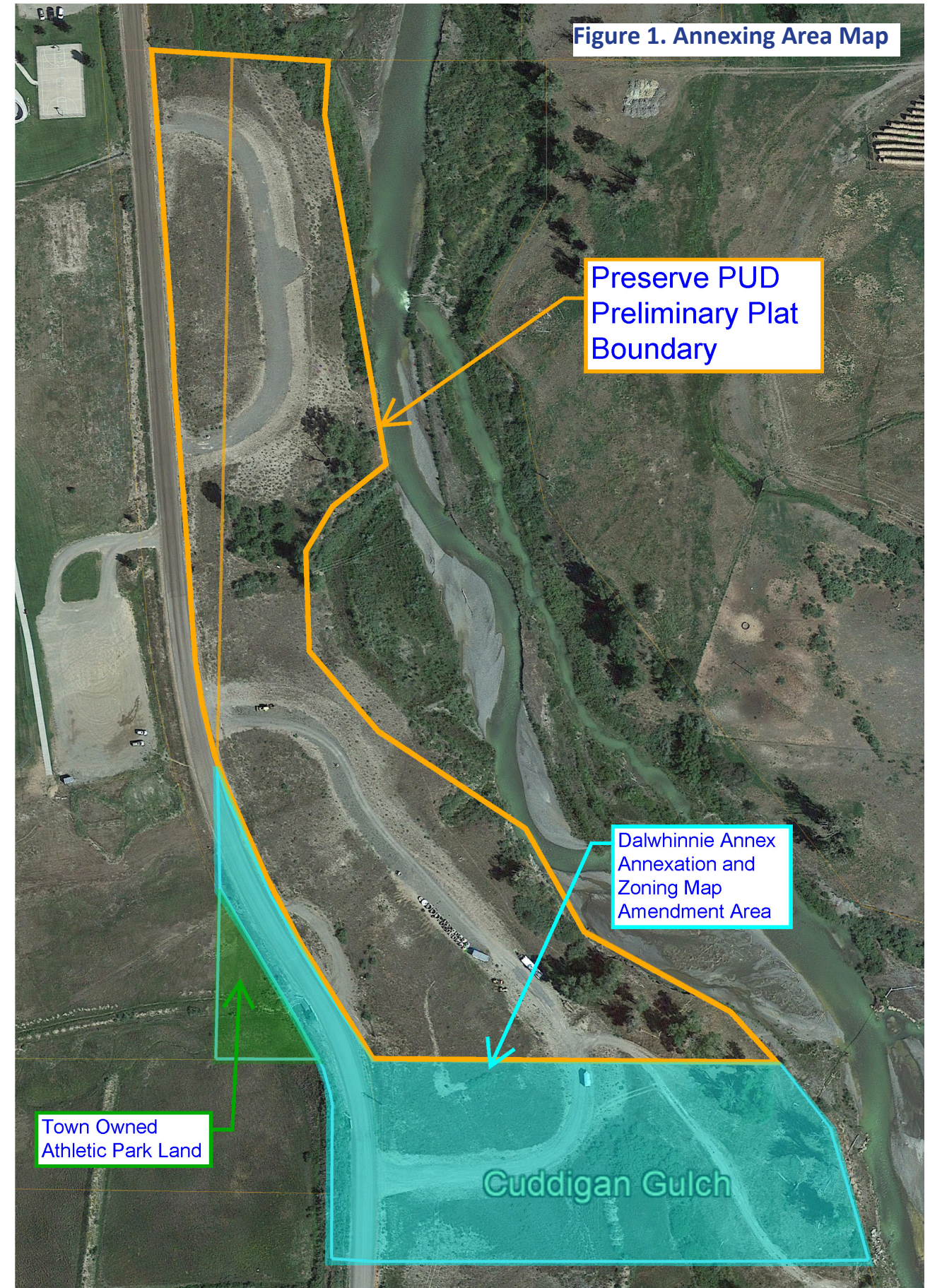
The Town Approval Conditions were added to address Town-approved Plat infrastructure located in the unincorporated area of Ouray County to the south of the Plat area as shown in Figure 1. The path forward from the joint meeting is in a letter from the Town of Ridgway (“Town”) dated November 14, 2022 as shown in Exhibit A (“Town Letter”), with the first step to submit a request to update the Town of Ridgway Master Plan (“Master Plan”). The Town approved the Master Plan amendment to include the area to be annexed as shown in Figure 1 and Figure 2 that includes the Dalwhinnie Group LLC land, the CR 23 Right-of-Way, and Town owned Athletic Park land that is currently outside the Town limits (“Annexing Area”) The Master Plan amendment amended the future land use map to show the Annexing Area within the Urban Growth Management Area (“UGMA”) Boundary and the Town’s Residential land use designation. The Preserve PUD team is now applying for the next steps identified in the Town Letter with the annexation and a zoning map amendment applications.

ANNEXATION OVERVIEW

The Annexing Area has three (3) parcels as follows:

Parcel A. Parcel A is owned by Dalwhinnie Group LLC (“Dalwhinnie”) and is legally described in Exhibit B containing 2.53 acres. Parcel A is currently in the County’s Valley Zone District and used for agricultural land uses. Parcel A is not irrigated. Parcel A was approved by the Town for infrastructure uses for the Preserve PUD Preliminary Plat as shown in Figure 3, including required secondary paved access for Preserve Drive and associated right-of-way/easement that serves ten (10) lots in the Plat; an extension of the required recreational path and associated easement next to CR 23; stub out to the sewer line; and subdivision grading and drainage.

Parcel A is proposed to be in the Residential Zone District with no density permitted on this



parcel, with a note on the subdivision plat that will prohibit any residential homes on Parcel A. The only new use proposed on Parcel A is a lift station that is to be relocated from within the Plat area to meet Colorado Division of Public Health and Environment setbacks that were adopted after the Town's approval of the Plat. The Preserve Drive Right-of-Way, lift station easement, and recreational path easement will be dedicated to the Town with the subdivision for the Annexing Areas. The subdivision application will be submitted after the Council adopts a resolution finding the petition for annexation to be in substantial compliance with state law as allowed by Land Use Regulations Section 7-8-3-1.

Parcel B. Parcel B is owned by Ouray County as a public right-of-way and is legally described in Exhibit B containing 0.72 acres. Parcel B is approved by the Town for infrastructure uses for the Plat as shown in Figure 3, including grading, drainage and paving improvements to CR 23 and a looped water line. Parcel B is proposed to be included as the same zone district as the Ridgway Athletic Park which is interestingly the General Commercial Zone District. It is our understanding that the Parcel B CR 23 Right-of-Way is automatically conveyed to the Town upon annexation, with it dedicated on the subdivision plat for the Dalwhinnie Annex area.

Parcel C. Parcel C is owned by the Town and is legally described in Exhibit B containing 0.28 acres. Dalwhinnie is voluntarily including Parcel C in the annexation and rezoning applications to help the Town by annexing and zoning the property so it falls within its jurisdiction and may be used as a part of the Ridgway Athletic Park. Parcel C is currently in the County's Valley Zone District and is vacant land adjacent to a planned bike park lease area in the Ridgway Athletic Park Master Plan. Parcel C is proposed to be in the General Commercial Zone District consistent with the Ridgway Athletic Park zoning. The Town provided an agency letter to include Parcel C in the annexation that is included in the required application materials.

The annexation map is shown in Figure 2 that depicts all three parcels proposed for annexation and a zoning map amendment as described in this narrative.

ANNEXATION REVIEW CRITERIA

Ridgway Land Use Regulations ("LUR") Section 7-8-3 establishes the following Statement of Policy and Review Criteria, with our compliance comments shown in blue text:

- A. Annexation is a discretionary act. Except for the initiated petition for the annexation of an enclave, the Town shall exercise its sole discretion in the annexation of territory to the Town. The development team understands annexations are discretionary. We would point out that the only reason the annexation is requested is due to the Ouray County BOCC direction on annexing versus simply meeting the Town Approval Conditions. The Town has also been supportive of the path forward outlined in the Town Letter.
- B. The land to be annexed and the uses proposed for the land shall conform to the goals, policies, and strategies of the Master Plan and to the land uses depicted on the Future Land Use Map, as amended. The Town Planning and Zoning Commission approved, and the Town Council ratified, an amendment to the Master Plan that showed the Annexing Area being included within the Town boundary, within the UGMA and in the Residential land use classification. The proposed annexation therefore conforms to the Master Plan and the Future Land Use Map. There are no additional impacts to surrounding properties due to the annexation or rezoning because these applications allow the land uses approved under the Plat, with the exception of the relocated lift station. Dalwhinnie owns the property subject to the Plat, Parcel B where the lift station will be

Figure 2. Annexing Area

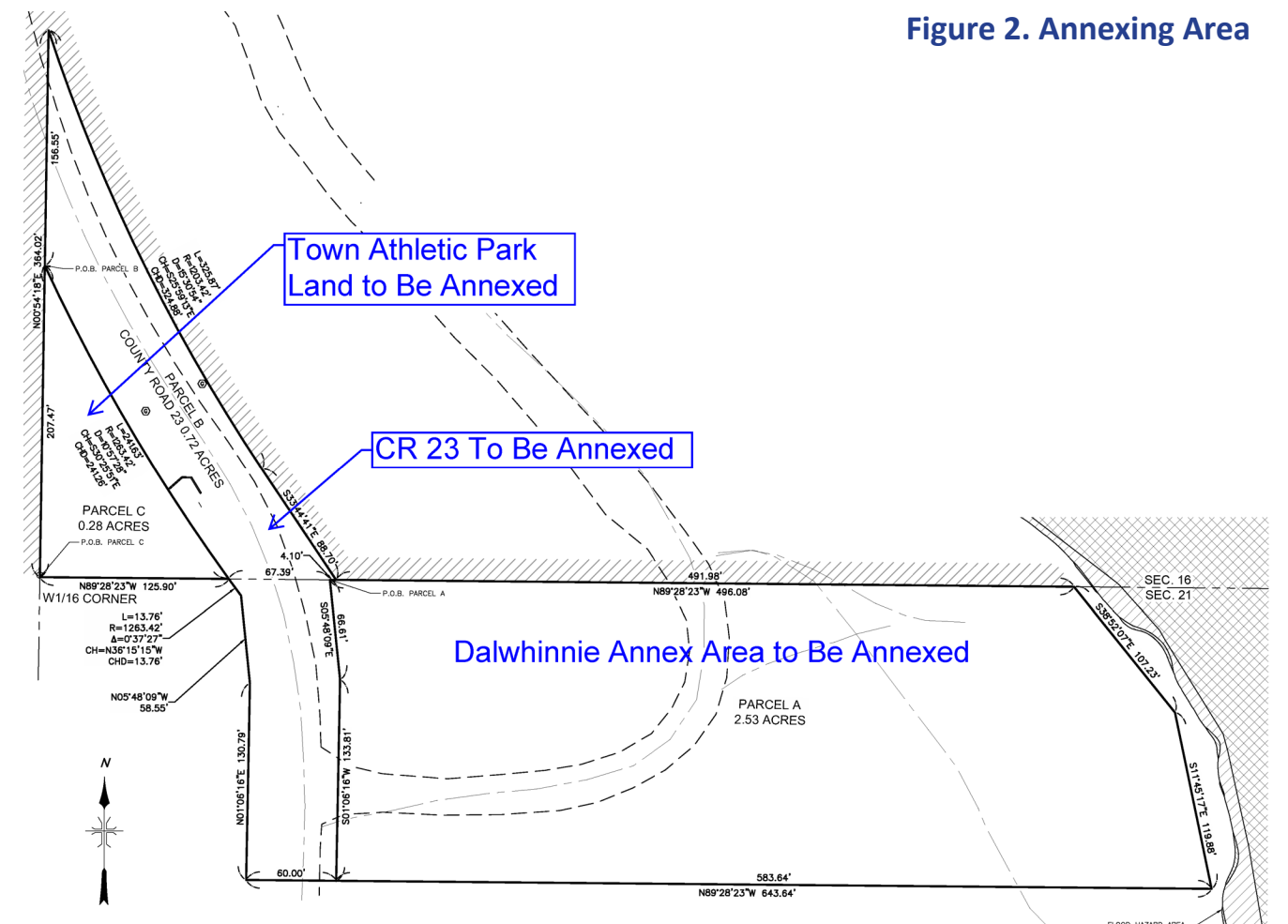
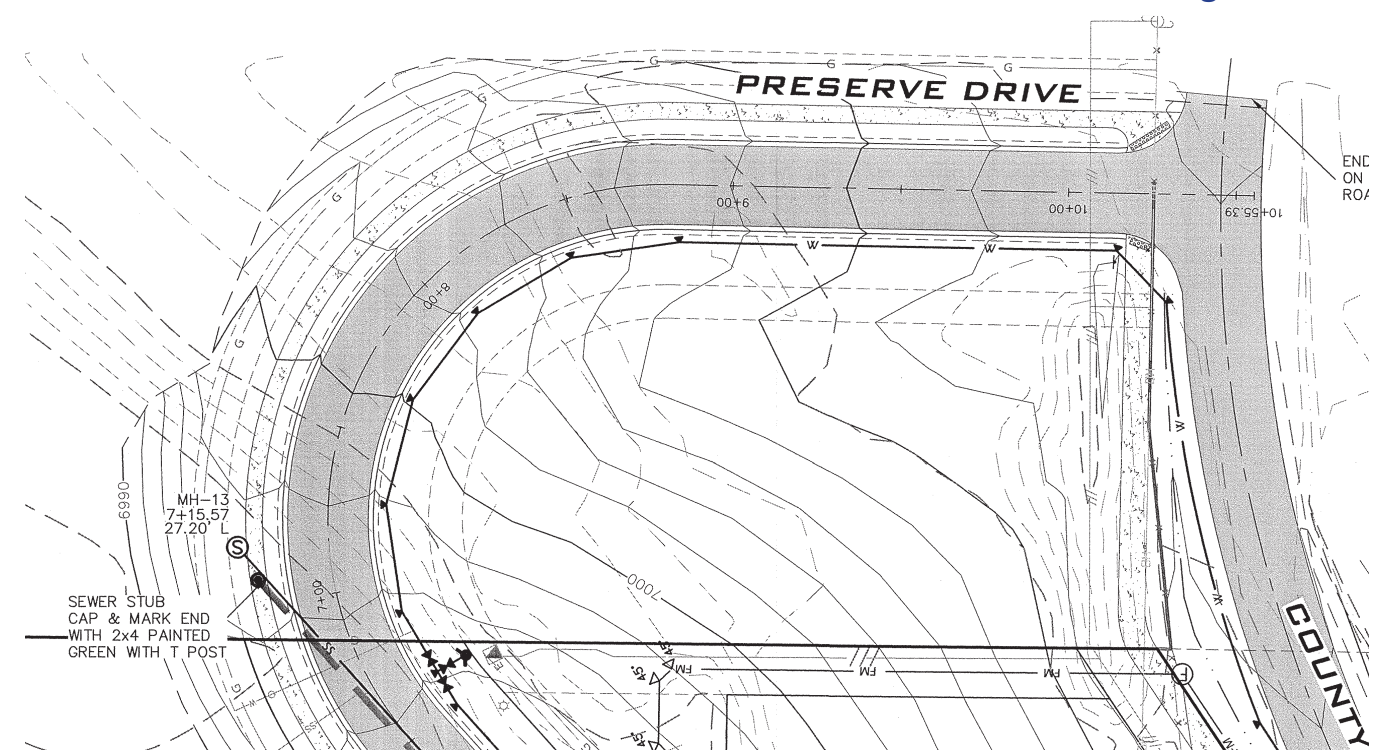


Figure 3. Approved Plat Infrastructure for Annexing Area



located, and the land to the south which will continue to be used for agricultural purposes. There is no adverse impact to surrounding agriculturally zoned and used lands, and the lift station will be screened by opaque wood or composite fencing with appropriately sized gates as approved by the Town.

- C. Certain public facilities and amenities are necessary and must be constructed as part of any territory annexed to the Town in order that the public needs may be served by such facilities. These facilities include, but not limited to, streets, bridges, public parks and recreation areas, school sites, and storm drainage facilities. The annexation of lands to the Town shall not create any additional cost or burden on the then-existing residents of the Town to provide such public facilities in any newly annexed area. [Public facilities associated with the Plat are shown in Figure 3 and will be reflected on the subsequent subdivision for the Annexing Areas. These improvements are documented in the Annexation Overview section above for Parcel A.](#)
- D. The petitioner for annexation shall be responsible for paying the Town's full cost for processing the annexation petition, from initial discussion with Town staff before submittal of the petition through the approval and recording of the final annexation documents, in the event of the Town Council's approval of annexation. [Understood and agree.](#)
- E. Annexed areas will not divide tracts of land to prevent further annexation of adjoining parcels (for example, leaving a "gap" or a "strip" of land between property to be annexed and the adjoining property). [The future annexation of lands adjacent to the Annexing Areas is not prevented by the proposed annexation.](#)
- F. Adequate water rights are to be deeded to the Town, as determined necessary by the Town, at the time of annexation, to provide sufficient water for the annexed property and the uses thereon. [Restrictive plat notes will prohibit the residential dwelling on Parcel A so there are no new water demands created by this annexation.](#)
- G. The annexation process can be complex. A property owner considering an annexation petition may wish to consult with an attorney familiar with municipal annexation law. While the Town staff will cooperate with the property owner in the process of complying with state law or the Land Use Regulations, the Town cannot be bound by any representations made by the Town staff regarding the status of or the requirements of state law or the Land Use Regulations. As a general rule and except in extraordinary circumstances, annexation petitions should be accompanied by a request for zoning and, when appropriate, a sketch plan or other application(s), which may be needed pursuant to Chapter 7, Section 4, Land Use Regulations. [The annexation complies with State annexation law as documented in the Annexation Petition. A concurrent zoning map amendment for the Annexation Area is proposed as outlined in this narrative.](#)
- H. The property owner may request that the annexed property be placed in a specific zone district, or the Town may initiate a zoning action as part of the annexation process. However, no zoning action shall become effective prior to the effective date of the annexation ordinance concerning the property. [We are seeking concurrent annexation and zoning map amendment applications pursuant to the LUR that will be considered by the Planning and Zoning Commission and Town Council.](#)
- I. The Town may conduct zoning and subdivision review for the area proposed to be annexed after the Town Council adopts a resolution finding the petition for annexation (or annexation election) to be in substantial compliance with the state law and that the area is eligible for annexation. The Town Council shall not pass any ordinance approving a request for zoning and/or subdivision until

an ordinance annexing the property to the Town has been approved by the Town Council. The development team intends to submit a subdivision application for the Annexing Area after the Council adopts a resolution finding the petition for annexation to be in substantial compliance with state law.

- J. The petitioner(s) shall enter into an annexation agreement with the Town for the development of the property to be annexed. [The Plat area is subject to an annexation agreement as recorded at Reception Number 191629. We respectfully submit that no further annexation agreements are needed for the Annexing Area.](#)

ZONING MAP AMENDMENT

LUR Section 7-4-3(C)(2) establishes the zoning map amendment process and the following specific requirements to be addressed in the narrative per LUR Section 7-4-3(C)(2)(c)(ii), with our compliance comments shown in [blue text](#):

- a. A general written narrative describing the purpose of the project. [This narrative meets this requirement.](#)
- b. The source and quantity of water required for the proposed use(s) within the project. [No new density is proposed with the annexation area. The Preserve PUD Preliminary Plat includes the Town approval for extension of the Town water system.](#)
- c. The method of wastewater treatment and anticipated quantity of wastewater generated. [No new density is proposed with the annexation area. The Plat includes the Town approval for extension of the Town sewer system.](#)
- d. When water or wastewater service would be provided by a municipality or a water or sanitation district or other public entity, written confirmation that such entity is willing and able to provide such service. [The Town has approved the extension of the water and sewer system to serve the lots and approved density with the Plat.](#)
- e. A description of any natural or man-made hazard within or in the vicinity of the land within the application and a statement describing how the anticipated impact of such hazards would be mitigated if the proposed request requires such mitigation. [The Annexing Area is not in any identified floodplains or geohazard areas.](#)
- f. A vicinity map showing to scale the proposed project area in relationship to the surrounding municipal and unincorporated area. [Please refer to Figure 4.](#)
- g. A description of any unique features, such as historical sites, unique landforms or scenic vistas, contained within the project area. [There are no unique features such as historical sites, unique landforms or scenic vistas within the proposed Annexing Area.](#)



Figure 4. Vicinity Map

LUR Section 7-4-3(C)(3) establishes the following review criteria to amend the Official Zoning Map as proposed in Figure 5 and described above in the background section, with our compliance comments shown in blue text:

(a) The amendment is not adverse to the public health, safety and welfare, and

The Zoning Map Amendment is needed to address the Town Approval Conditions and the Ouray County BOCC direction to annex Parcel A (Dalwhinnie Annex area) and Parcel B (CR 23 Right-of-Way). The Town has already approved the development envisioned for Parcel A and Parcel B as a part of the Plat where the Town approvals ensure that the public health, safety and welfare will be protected through provision of water, sewer, safe access, new paved roads, new recreational path, an affordable housing lot, and site development that meets the Town's Infrastructure Standards and engineering design requirements. The Annexing Area avoids lands with any identified natural hazards or geohazards. Police protection will be provided by the Town Marshall.

(b) Either:

(i) The amendment is in general conformity with the Master Plan; or

The zoning map amendment is in general conformity with the Master Plan because the Future Land Use Map envisions the Annexing Area into the Town with Parcel A in the Residential Zone District. Parcel B is envisioned by the Future Land Use Map as a public right-of-way and Parcel C is envisioned as parks and open space. The Town's LUR does not establish an open space and parks zone district as envisioned for Parcel C by the Master Plan so we are proposing to zone Parcel C into the General Commercial Zone District to match the current Athletic Park zoning.

1. The request furthers the community vision, goals, and policies of the Master Plan because the Plat meets several of the Master Plan policies as follows:

Goal ENV-1. The Plat and Annexing Area are already approved for development that preserves, protects and restores natural habitats. The development avoids wetland areas and restored some of the Uncompahgre River wetlands.

Policy ENV-1.1. The Plat and Annexing Area are already approved for development and avoids environmentally sensitive areas.

Policy ENV-12.2 The Plat and Annexing Area do not adversely impact wildlife habitat with the area already graded for the approved development.

Policy ENV-1.3. The Plat and Annexing Area are being actively managed for noxious weeds.

Goal ENV-3. The Plat and Annexing Area are already connected into the Town's water system for its water supply.

Policy COM-1.1. The Plat and Annexing Area provide for four (4) units of affordable housing on Lot 20.

Goal CHR-1. The Plat and Annexing Area support vibrant, diverse, safe and well-connected neighborhoods. The annexation and zoning map amendment are sought because the County BOCC prefers annexation over the implementation of the Town Approval Conditions. The annexation, zoning map amendment and subsequent subdivision of the Dalwhinnie Annex area allow for the Plat and associated improvements to create a vibrant, safe and well-connected neighborhood because it enables the required secondary access onto from Preserve Drive onto CR 23; allows for the PUD to be developed and provide affordable housing; allows for the provision of a recreational path along CR 23 for neighborhood walking and biking; and also the construction of a sewer lift station that meets Colorado Department of Public Health and Environment lift station setbacks.

Policy GRO-1.2. The Plat and Annexing Area allow for the Town to provide new single-family lots into the community in an area that has already been approved for development.

Policy GRO-2.1. Dalwhinnie will complete the construction of the Plat improvements at no costs to the Town or its residents.

Policy GRO-2.2. The Plat and Annexing Area have adequate public facilities with portions of the water lines and sewer system already installed and connected into the Town systems.

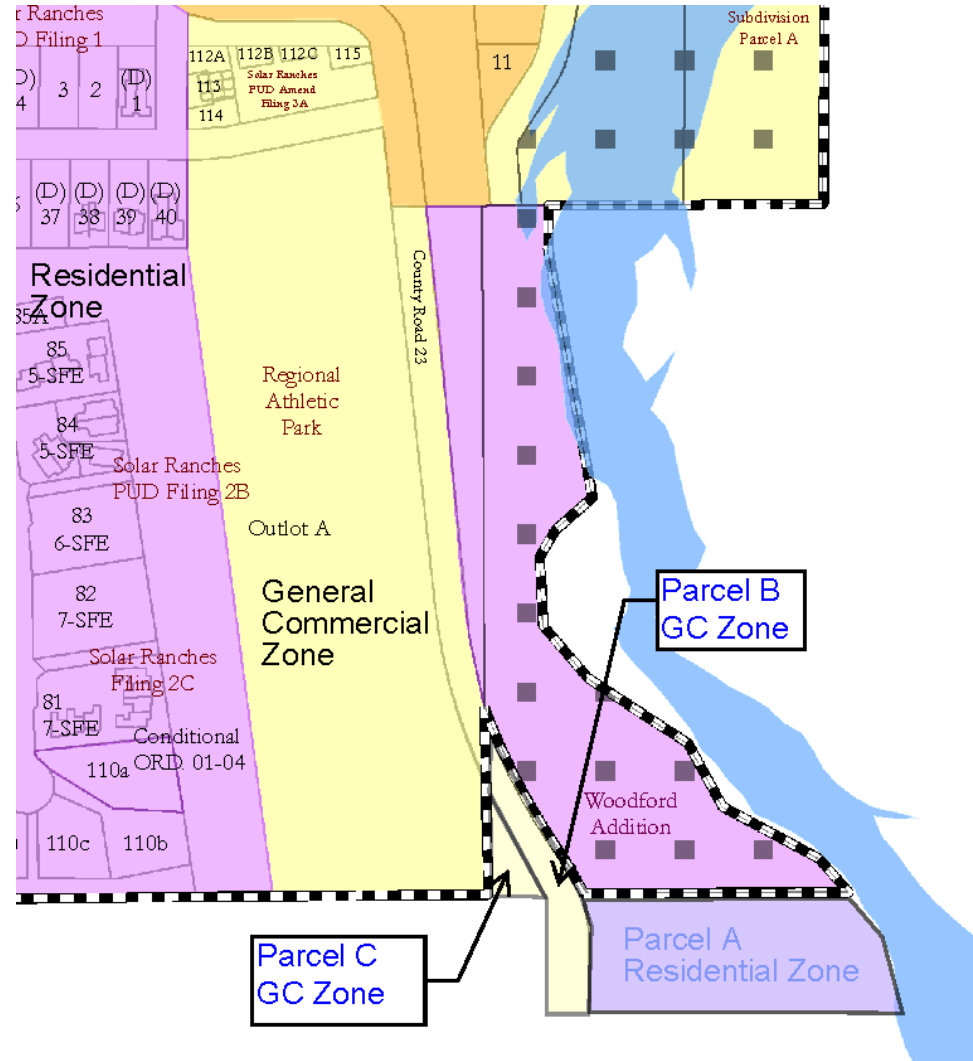
Policy GRO-3.1. The Plat and Annexing Area avoid hazardous areas including floodplains and steep slopes, with most of the subdivision grading work already completed.

Policy GRO-3.2. The Plat and Annexing Area do not have to provide stormwater detention per Town Regulations because discharge of already installed drainage infrastructure is to the Uncompahgre River.

(ii) The existing zoning is erroneous; or

(iii) Conditions in the area affected or adjacent areas have changed materially since the area was last zoned.

Figure 5. Proposed Zoning



The Approved Plat

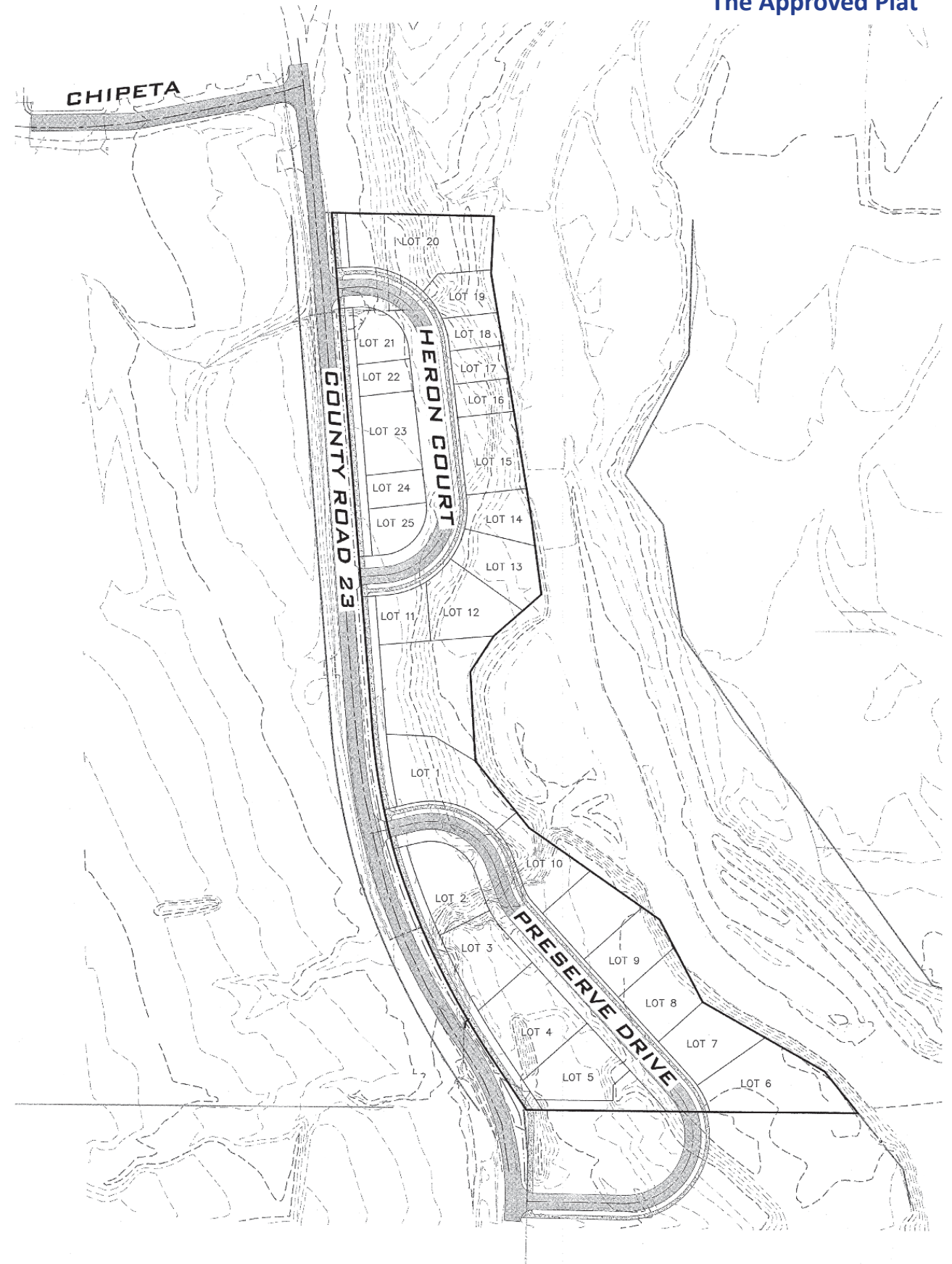


Exhibit A



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

November 14, 2022

Chris Hawkins
Alpine Planning
P.O. Box 654
Ridgway, CO 81432

SENT VIA E-MAIL: chris@alpineplanningllc.com

RE: Preserve PUD Annexation and Preliminary Plat Amendment

Dear Chris,

I am writing in response to your email dated November 17, 2022, concerning the annexation petition and amendment to the Preserve PUD Preliminary Plat approval that your team is planning to submit.

In our joint meeting with the Ouray County Board of County Commissioners on October 26, 2022, it became evident that the path forward is to 1) annex the portion of the Preserve PUD development that is currently located outside of the Town boundaries into the town, 2) apply Town zoning classification to that annexed portion of the project, and 3) amend the preliminary plat to reflect the new project limits and town boundaries. Town staff met last week to discuss the necessary procedures and submittal requirements to accomplish all of this, and this letter lays out the outcomes of that meeting.

First off, as you know, the Town of Ridgway, via Emergency Ordinance No. 01-2022, has imposed a temporary moratorium and delay on the acceptance, processing, and approval of a wide array of development applications. The temporary moratorium and delay shall terminate the earlier of an updated Chapter 7 "Planning and Zoning" of the Ridgway Municipal Code or March 31, 2023, unless terminated earlier by the Town Council or extended in its duration by enactment of another ordinance by the Town Council. Based on the scope of the temporary moratorium, the Town is not able to process an amendment to the Preserve PUD Preliminary Plat approval.

Next, although authorized to do so by the Home Rule Charter, the Town has not adopted an annexation procedure separate from the Colorado Municipal Annexation Act of 1965 ("Act"). While staff recognizes that having a Town-adopted procedure for annexation is



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not fully necessary, Town staff would prefer having one in place prior to an annexation petition for the portion of the Preserve PUD currently located outside of the town boundaries being submitted. In the spirit of that, staff would request that your team hold off on submitting an annexation petition until after the Chapter 7 updates are adopted via ordinance by the Town Council as these updates are anticipated to include procedures for annexation requests.

The initial draft of the proposed updates to Chapter 7 "Planning and Zoning" is slated to be presented to the Ridgway Planning Commission on November 29, 2022. Staff will take the feedback garnered during that meeting to further refine the updates to Chapter 7 and will aim to present a formal ordinance for the Planning Commission's consideration in early 2023, and the Town Council's consideration and approval subsequent to that.

Lastly, even if we followed the Act with its statutory requirements, C.R.S. 31-12-105 (1)(e)(I) states, "*Prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area.*" Accordingly, in order to meet the annexation criteria, the first step must be to update the Town of Ridgway Master Plan ("Master Plan") and Future Land Use Map to include the area of the Preserve PUD currently outside of the town limits to be within the Town's Urban Growth Boundary and assign a Future Land Use Classification. As called for in the Master Plan, any update "*should include opportunities for involvement by the public, Town staff, elected and appointed officials, and other relevant or affected stakeholders.*"

With all that being said, to keep the project moving forward in lieu of the temporary moratorium, staff recommends that a request to update the Master Plan and Future Land Use Map be the first step in the process. Staff also interprets this to be an allowed request under the temporary moratorium. While this amendment is being processed, the petition for the annexation and initial zoning can be prepared. Once the Chapter 7 updates are adopted and the moratorium is lifted, the petition and applications for annexation, zoning, and preliminary plat amendment can be submitted and processed. Staff believes this to be the most efficient path forward for this project.

In the coming weeks, staff will propose a process for updating the Master Plan to recommend to the Town Council. It is anticipated that since this is a request associated



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with a development, much of the process will have to be led by the Preserve team with Town staff support. We recommend that you draft and submit a formal request to kickstart this updating process.

We appreciate your partnership and attention to this, and we look forward to hearing back from you.

Sincerely,

Preston Neill
Ridgway Town Manager

- Cc: Michael Cox
- Nick Barrett
- Michael Lynch
- Joanne Fagan
- TJ Dlubac
- Bo James Nerlin



PARCEL A:
 A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
 Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;
 Thence along said North line S89°28'23"E 496.08 feet;
 Thence S38°52'07"E 107.23 feet;
 Thence S11°45'17"E 119.88 feet;
 Thence N89°28'23"W 583.64 feet to a point on the East Right of Way of County Road 23;
 Thence the following two courses along said Right of Way:
 Thence N01°06'16"E 133.81 feet;
 Thence N05°48'09"W 66.61 feet to the Point of Beginning.
 Containing 2.53 Acres more or less as described.
 County of Ouray, State of Colorado



PARCEL B:

A parcel of land situated in Sections 16 & 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at a point on the West line of the SE1/4SW1/4 said Section 16 being N00°54'18"E 205.89 feet from the

West 1/16 corner common to said Sections 16 and 21;

Thence along said West line N00°54'18"E 156.55 feet;

Thence the following five courses along the East Right of Way of County Road 23:

Thence 325.87 feet along the arc of a curve to the left with a radius of 1203.42 feet, an interior angle of 15°30'54"

and a chord of S25°59'13"E 324.88 feet;

Thence S33°44'41"E 88.70 feet;

Thence N89°28'23"W 4.10 feet;

Thence S05°48'09"E 66.61 feet;

Thence S01°06'16"W 133.81 feet;

Thence N89°28'23"W 60.00 feet to a point on the West Right of Way of County Road 23;

Thence the following three courses along said Right of Way:

Thence N01°06'16"E 130.79 feet;

Thence N05°48'09"W 58.55 feet;

Thence 256.11 feet along the arc of a curve to the right with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of N30°45'33"E 255.67 feet to the Point of Beginning.

Containing 0.72 Acres more or less as described.

County of Ouray, State of Colorado



PARCEL C:

A parcel of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:

Beginning at the W 1/16 corner common to said Sections 16 and 21;

Thence along the West line of the SE1/4SW1/4 said Section 16 N00°54'18"E 207.47 feet to a point on the West

Right of Way of County Road 23;

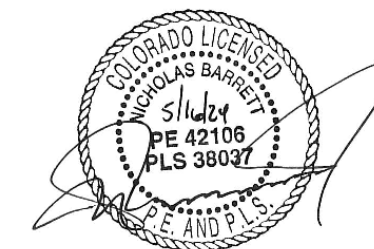
Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28"

and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;

Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.

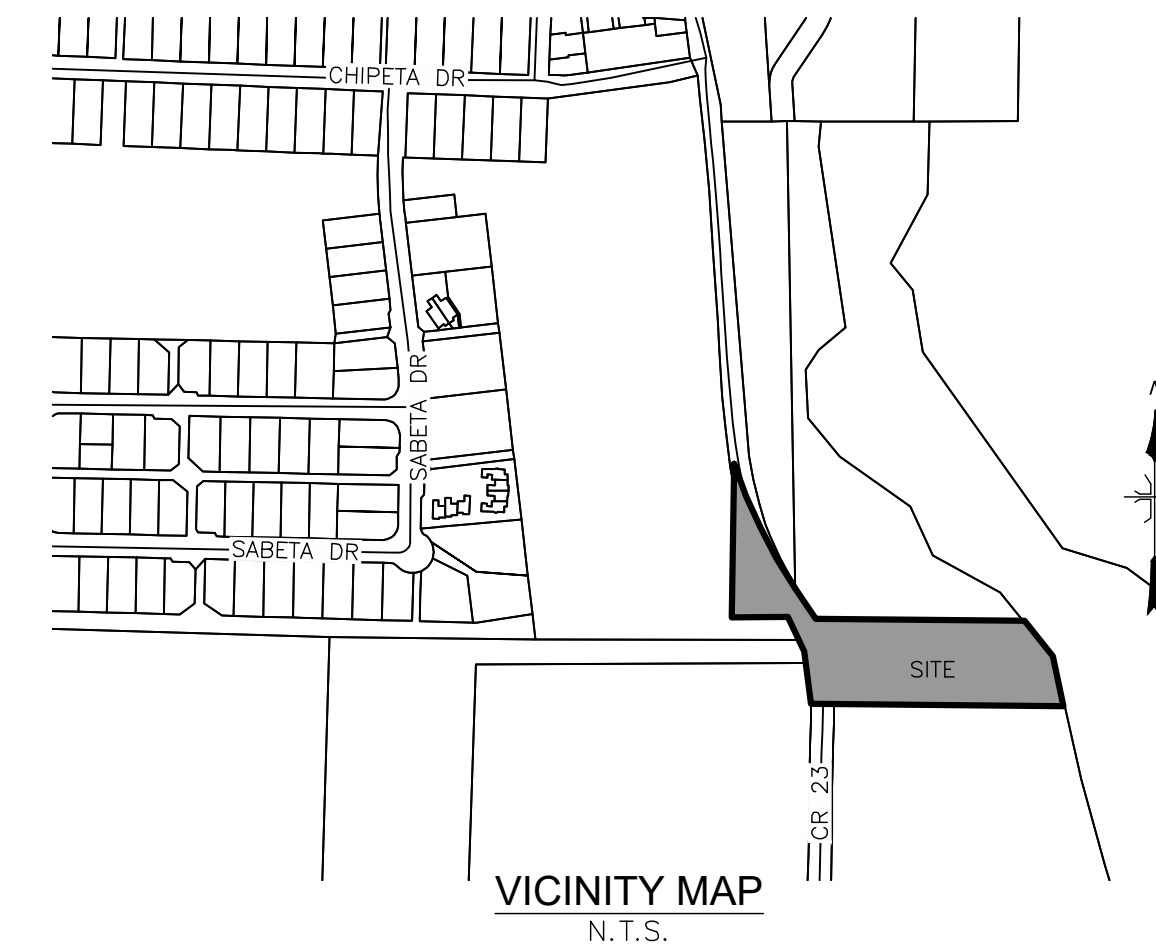
Containing 0.28 Acres more or less as described.

County of Montrose, State of Colorado



ANNEXATION MAP OF DALWHINNIE ADDITION

SITUATED IN SECTIONS 16 & 21, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO



LEGEND

- BOUNDARY CONTIGUOUS WITH TOWN LIMITS
- PROPERTY BOUNDARY / LIMITS OF ANNEXATION
- FEMA ZONE AE (FLOODWAY)
- FEMA ZONE AE (100 YEAR FLOODPLAIN)
- FEMA ZONE X (500 YEAR FLOODPLAIN)

OWNERSHIP:

Parcel A: Dalwhinnie Group, LLC
Parcel B: Ouray County
Parcel C: Town of Ridgway

ZONING:

Parcels A-C are located in the county's Valley Zone District

PROPOSED ZONING:

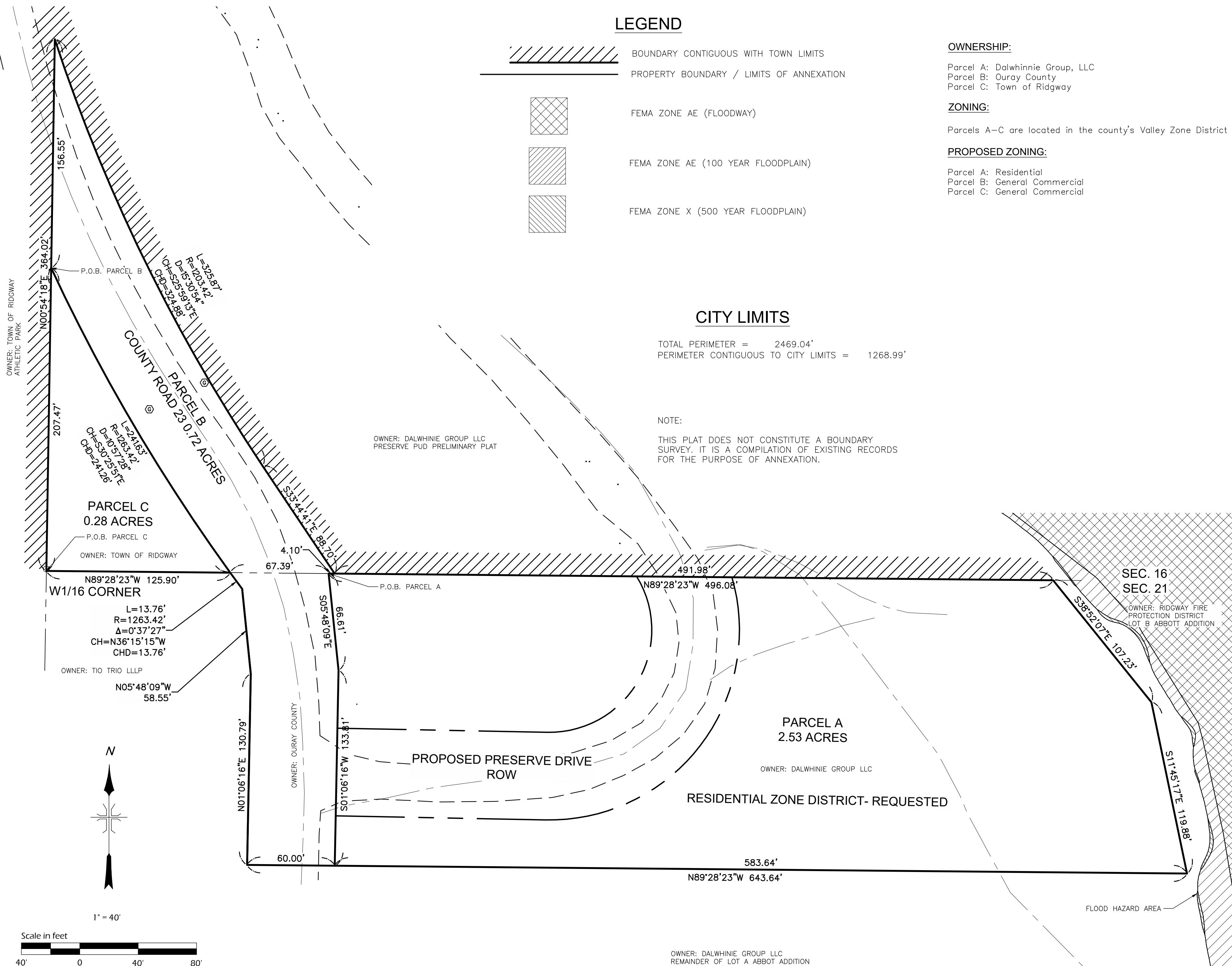
Parcel A: Residential
Parcel B: General Commercial
Parcel C: General Commercial

CITY LIMITS

TOTAL PERIMETER = 2469.04'
PERIMETER CONTIGUOUS TO CITY LIMITS = 1268.99'

NOTE:

THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY. IT IS A COMPILATION OF EXISTING RECORDS FOR THE PURPOSE OF ANNEXATION.



PROPERTY DESCRIPTION:

PARCEL A:
A parcel of land situated in Section 21, Township 45 North, Range 8 West, New Mexico Principal Meridian, County of Ouray, State of Colorado being better described as:
Beginning at a point on the North line of said Section 21, said point being S89°28'23"E 193.29 feet from the West 1/16 corner common to said Sections 16 and 21;
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Thence S38°52'07"E 107.23 feet;
Thence S11°45'17"E 119.88 feet;
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Containing 2.53 Acres more or less as described.
County of Ouray, State of Colorado

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Thence along said West line N00°54'18"E 156.55 feet;
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County of Ouray, State of Colorado

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Thence 241.63 feet along the arc of a curve to the left with a radius of 1263.42 feet, an interior angle of 10°57'28" and a chord of S30°25'51"E 241.26 feet to the South line of said SE1/4SW1/4;
Thence along said South line N89°28'23"W 125.90 feet to the Point of Beginning.
Containing 0.28 Acres more or less as described.
County of Montrose, State of Colorado

SURVEYORS CERTIFICATE:

I, Nicholas Barrett, a Professional Land Surveyor in the State of Colorado, do hereby certify that the above described parcel has been surveyed by me and/or under my direct supervision and that such survey is accurately represented hereon, and is based on my knowledge, information and belief, and is in accordance with applicable standards or practice and is not a guaranty or warranty, either expressed or implied. This survey does not include easements except those specifically shown hereon.

Nicholas Barrett P.L.S. 38037

MAYOR'S CERTIFICATE:

This is to certify that the Town of Ridgway, a municipal corporation in the County of Ouray, State of Colorado has by its Ordinance No. _____ adopted on this _____ day of _____ 2024, A.D., annexed the property described hereon to the Town of Ridgway.

Mayor

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at _____ m. on the _____ day of _____, 20____. Reception No. _____

County Clerk & Recorder by Deputy

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

\\DMS14\PROJECTS\ACTIVE_PROJECTS\2024\24018-PRESERVE_RIDGWAY\C3D\24018V-ANNEX.DWG

ANNEXATION MAP OF DALWHINNIE ADDITION

CLIENT: DALWHINNIE GROUP

ADDRESS & PHONE: PO BOX 1419
RIDGWAY, CO 81432

FIELD BOOK:	DATE: 2024-07-18
DRYAN BY: DCC	JOB NO.: 24018
SHEET: 1 of 1	FILE: 24018V-ANNEX
TYPE: ANNEX	

AGENDA ITEM #15

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“*State*” means the State of Colorado.

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

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

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

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

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

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

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

Section 2. Approval of Loan Contract and Authorization of Promissory Note.

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

Section 3. Security for the Promissory Note.

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

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

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

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

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

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

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

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

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

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

Section 5. Water Enterprise Fund and Establishment of Accounts.

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

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

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

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

(d) *Reserve Account.*

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

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

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

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

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

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

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

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

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

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

Section 8. Supplemental Public Securities Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By: _____
John I. Clark, Mayor

Attest:

By: _____
Pam Kraft, Town Clerk

Approved As to Form:

By: _____
Bo James Nerlin, Town Attorney

AGENDA ITEM #16

**TOWN OF RIDGWAY, COLORADO
ORDINANCE NO. 05-2024**

**AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO,
AMENDING SUBSECTION 14-1-1 OF THE RIDGWAY
MUNICIPAL CODE TO ADD MORE SPECIFIC REGULATIONS
CONCERNING SNOW AND ICE REMOVAL AND ESTABLISHING
AN ASSESSMENT AND PENALTY FOR FAILURE TO MAINTAIN
SIDEWALKS IN THE WINTER**

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, the Town has significant snow fall in the winter and has historically not enforced its regulations requiring snow and ice removal from sidewalks after each snow event so that pedestrians may walk safely on Town sidewalks; and

WHEREAS, without adequate enforcement, many Town sidewalks are inaccessible to pedestrians in the winter causing people to walk in the streets and increasing the possibility of slips, trips and falls; and

WHEREAS, the Town Council desires to implement regulations where the Town shall enforce the removal of snow and ice from sidewalks and desires to establish assessment and penalty provisions to all the Town flexibility with enforcement; and

WHEREAS, the Town Council finds that this ordinance furthers and is necessary to promote the health, safety and general welfare of the Ridgway community.

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 of Subsection 14-1-1 “Sidewalk Construction and Maintenance”. Subsection 14-1-1 of the Ridgway Municipal Code is hereby amended to read as set forth in *Exhibit A*.

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.

INTRODUCED AND REFERRED TO PUBLIC HEARING on November 13, 2024, and setting such public hearing for December 11, 2024, at Ridgway Town Hall, located at 201 N. Railroad Street, Ridgway, Colorado.

BY:

John Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

ADOPTED on December 11, 2024.

BY:

John Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

APPROVED AS TO FORM:

Bo James Nerlin, Town Attorney

EXHIBIT A

14-1-1 - SIDEWALK CONSTRUCTION AND MAINTENANCE.

- (A) All Town sidewalks on Town property or easements shall be designed and constructed in accordance with standards and specifications approved by the Town. All Town sidewalks shall be located and sized in accordance with Town requirements and standards. Any person constructing or replacing a Town sidewalk shall obtain a permit from the Town to do so.
- (B) The owner, tenant, and party in actual possession of property abutting any Town sidewalk, shall be jointly and severally liable for any failure to maintain the sidewalk in good repair and condition or replace the abutting sidewalk whenever a dangerous condition exists in the Town's sole reasonable discretion.
- (C) The Town may, as it deems necessary or appropriate, order the construction or repair to any sidewalk. In the event the owner of the abutting property fails or refuses to make such construction or repairs in accordance with Town standards and specifications, the Town may cause the appropriate construction or repair of the sidewalk to be done and assess the costs thereof against the abutting property and its owner. In addition to assessed costs, an owner, occupant, or party in actual possession may be assessed a penalty for such failure to maintain.
- (D) The owner, occupant, or party ("responsible person") in actual possession of property abutting any Town sidewalk shall be jointly and severally liable for any failure to remove snow and ice from any abutting Town sidewalk. Snow and ice shall be removed from the abutting sidewalk within twenty-four hours after a snow event with less than twelve inches (12") of accumulated snow or forty-eight (48) hours after a snow event with more than twelve inches (12") of accumulated snow. Removal of snow and ice means shoveling the sidewalk such that the snow accumulation is removed, and a traction agent is applied, such as sand or salt to melt ice accumulation, if necessary.
- (E) In the event the responsible person shall fail to cause snow and ice removal as required by Subsection (A) above, the Town Manager may cause a written notice to be served on the responsible person. The notice shall require the responsible person to complete the snow and/or ice removal within a reasonable time, not to exceed forty-eight (48) hours. If personal service cannot be made on the responsible person, the notice shall be posted in a prominent place at the premises. If the responsible person so notified fails to remove the snow as required by this Section, the Town Manager may cause the snow removal to meet the requirements of Subsection (A) above and charge the costs thereof, plus an additional amount up to twenty-five dollars (\$25.00) for administrative costs, to the responsible person.
- (F) Any costs recovered for work completed by the Town under this Section shall include all costs of construction, replacement, maintenance, repair, or removal including costs attributable to the use of Town equipment and personnel, any out-of-pocket costs the

Town incurs, reasonable attorney's fees incurred by the Town related to the work or the collection of the assessment, penalty, and any other costs of collecting assessments or amounts due. All such costs shall be a lien against the abutting property which may be foreclosed by the Town in any lawful manner. Such costs may be certified to the County for collection with real property taxes or may be collected in any other lawful manner. Prior thereto, the Town shall notify the owner of record of the property and allow a hearing with a Town representative concerning any amount proposed to be certified to the County for collection.

- (G) The failure to maintain and construct sidewalks in accordance with the requirements of this section is hereby declared to be a nuisance, which may be abated by the Town in any lawful manner. There is hereby created a right of action against the owners of property abutting Town sidewalks on account of their failure to remove snow, ice, debris, or obstructions from abutting sidewalks, to maintain the abutting sidewalks in a safe condition, or to correct any dangerous condition of such abutting sidewalks. The owners of the abutting property shall be civilly liable for the violation of any provisions of this section to anyone injured as a result thereby and shall be civilly liable to hold harmless, defend, and indemnify the Town, its officers, employees, or contractor on account of any claim made or adjudged against the Town, its officers, employees, or contractors on account of their failure to comply with the provisions of this Section.
- (H) It shall be unlawful to violate any of the provisions of this Section. Enforcement may be undertaken under Chapter 2, Section 4 and Chapter 10, Section 2 of the Ridgway Municipal Code.

AGENDA ITEM #17

STAFF REPORT

Subject: Adoption of the Fiscal Year 2025 Budget and 2025 Property Tax Mill Levy

Initiated By: Pam Kraft, Town Clerk/Treasurer

Date: November 27, 2024

BACKGROUND:

Pursuant to the Town Charter notice of adoption of the 2025 Fiscal Year Budget was posted on September 16th, published on September 19th and a public hearing scheduled for the December 11th Town Council meeting.

The Council was presented with the draft budget at the regular meeting of October 9th; discussed the draft document and five and ten year capital improvement plans at the budget retreat on October 12th; held a public hearing and discussed the documents at the regular meeting of November 13th; reviewed all documents at a workshop meeting held on November 21st; and at the December 11th regular meeting a public hearing will be held, and the Council will be asked to adopt the 2025 Budget and establish the 2025 Mill Levy.

ANALYSIS:

The Council is being presented with three resolutions to appropriate expenditures; adopt the budget; and adopt the property tax mill levy for certification to Ouray County.

The following actions must be taken:

- Adopt Resolution No. 24-11 of the Town of Ridgway, Adopting a Budget for the Calendar Year Beginning on the First Day of January 2025, and Ending on the Last Day of December 2025.
- Adopt Resolution No. 24-12 of the Town of Ridgway, Appropriating Sums of Money to the Various Funds in the Amount and for the Purpose as Set Forth Below for the 2025 Budget Year.
- Adopt Resolution No. 24-13 of the Town of Ridgway, Adopting the Property Tax Levy for the Year 2025 for Certification to the Ouray County Commissioners.

A number of other documents affiliated with adoption of the 2025 Fiscal Year Budget will be presented later in the agenda. These are:

- Adoption of the Five Year Capital Improvement Plan
- Adoption of the Ten Year Capital Improvement Plan
- Adoption of the 2025 Strategic Plan.

LEGAL CONSIDERATIONS:

With the changes established by recent State legislation, the Town Clerk/Treasurer must certify the property tax mill levy to the County Commissioners by December 15, 2024.

RECOMMENDED ACTIONS:

1. Move to adopt Resolution No. 24-11 of the Town of Ridgway, Adopting a Budget for the Calendar Year Beginning on the First Day of January 2025, and Ending on the Last Day of December 2025.
2. Motion to adopt Resolution No. 24-12 of the Town of Ridgway, Appropriating Sums of Money to the Various Funds in the Amount and for the Purpose as Set Forth Below for the 2025 Budget Year.
3. Motion to adopt Resolution No. 24-13 of the Town of Ridgway, Adopting the Property Tax Levy for the Year 2025 for Certification to the Ouray County Commissioners.

ATTACHMENT 1. Resolution No. 24-11 and the 2025 Fiscal Year Budget

ATTACHMENT 2. Resolution No. 24-12

ATTACHMENT 3. Resolution No. 24-13

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	3,485,267	3,996,859		4,356,548	5,031,882
ACCOUNT #	REVENUES					
	TAXES					
400GOO	Property Tax	345,788	529,856	502,397	529,356	552,044
4001GOO	Property Tax - Bond Repayment	-66	0	0	0	0
4002GOO	Property Tax - State Backfill		28,797	30,946	30,946	
401GOO	Penalties & Interest - Property Tax	1,297	500	510	1,000	1,000
402GOO	Delinquent Property Tax	0	100	0	0	100
403GOO	Sales Tax	1,685,587	1,325,000	955,648	1,735,000	1,350,000
404GOO	Sales Tax - Food for Home Consumption	105,262	105,000	50,389	105,000	105,000
405GOO	Sales Tax - Capital Improvement Fund	311,767	227,652	179,527	310,000	235,000
4051GOO	Sales Tax - Cap Imprv-Food Home Consumptn	25,493	21,005	10,080	20,500	20,500
406GOO	Penalties & Interest - Sales & Lodging Tax	22,653	20,000	9,086	17,500	20,000
407GOO	Lodging Tax	139,012	200,000	50,984	129,500	100,000
4071GOO	Lodging Tax - Affordable Housing Fund			32,200	110,000	100,000
408GOO	Specific Ownership Tax	33,870	35,000	26,243	38,750	35,000
409GOO	Utility Franchise Tax	56,005	60,000	43,829	53,429	60,000
410GOO	Excise Development Tax	85,500	13,500	0	4,500	31,500
	TOTAL	2,812,168	2,566,410	1,891,839	3,085,481	2,610,144
	INTERGOVERNMENTAL					
411GOO	Highway Users	66,188	60,895	40,097	68,000	65,000
412GOO	Motor Vehicle Fees	6,880	6,000	4,194	6,500	6,000
413GOO	Cigarette Tax	4,189	2,500	1,232	2,400	2,400
414GOO	Conservation Trust Fund (Lottery)	18,026	20,000	8,423	16,675	18,000
415GOO	Grants - general	715,955	40,000	46,912	51,912	91,200
416GOO	Road & Bridge Apportionment	30,058	47,743	45,936	45,936	47,878
417GOO	Mineral Lease & Severance Taxes	109,062	50,000	0	63,716	60,000
	TOTAL	950,358	227,138	146,794	255,139	290,478
	LICENSES, PERMITS & FEES					
420GOO	Building Permits	147,728	110,000	121,895	129,000	80,000
421GOO	Liquor Licenses	6,014	3,500	5,510	8,300	4,600
422GOO	Sales Tax Licenses	20,475	22,000	3,250	20,500	20,500
430GOO	Marijuana Facility Licenses	14,000	12,000	3,000	12,000	12,000
423GOO	Planning Applications	4,950	5,000	7,775	8,500	5,000
424GOO	Excavation/Encroachment Permits	5,950	4,500	4,400	4,650	4,000
425GOO	Refuse Collection Fees	191,318	197,000	122,910	210,000	210,000
427GOO	USPS Rental Fees	8,642	8,642	5,869	8,894	9,074
428GOO	Parks, Facility & Rights of Way User Fees	4,300	6,500	4,803	6,200	6,500
429GOO	Permits - other (signs, etc)	535	1,000	550	700	1,000
431GOO	Short Term Rental Licenses	11,100	6,000	3,700	6,400	12,800
	TOTAL	415,012	376,142	283,662	415,144	365,474
	FINES & FORFEITURES					
435GOO	Court Fines	7,863	7,500	4,458	5,700	7,500
	TOTAL	7,863	7,500	4,458	5,700	7,500
	REIMBURSABLE FEES					
440GOO	Consulting Services Reimbursement	81,400	65,000	49,068	73,000	60,000
441GOO	Labor & Documents Reimbursement	595	1,000	204	650	1,000
442GOO	Bonds & Permits Reimbursement	9,960	7,500	2,532	3,500	7,500
443GOO	Mosquito Control Reimbursement	8,000	8,000	0	8,000	8,000
444GOO	Administrative Reimbursement	8,384	6,000	7,861	10,000	7,500
	TOTAL	108,339	87,500	59,665	95,150	84,000
	MISCELLANEOUS					
450GOO	Donations - general (Parks & Marshal)	2,550	2,500	2,520	2,520	2,500
451GOO	Sales - other (copies, equip sales, misc)	10,427	250	35	125	250
452GOO	Credits & Refunds - general	14,460	8,500	5,062	26,500	8,500
453GOO	Other - general (T/Clerk&Marshal fees)	2,441	1,203	1,451	1,911	2,200
454GOO	Special Events (festivals,concerts,movies)	97,591	55,000	28,163	72,711	50,000
459GOO	Donations - FUSE Committee	7,910	6,500	1,050	15,000	15,000
455GOO	Interest Income	178,574	35,000	124,444	247,000	75,000
456GOO	Investment Income	12,532	5,000	6,798	13,700	7,500
	TOTAL	326,485	113,953	169,523	379,467	160,950
	TOTAL GENERAL FUND REVENUES	4,620,225	3,378,643	2,559,346	4,236,081	3,518,546

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	TOTAL AVAILABLE RESOURCES	8,105,492	7,375,502	6,044,613	8,592,629	8,550,428

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	ADMINISTRATIVE SERVICES					
	PERSONNEL					
500GOO	Administrative Wages	506,694	609,667	316,710	600,000	760,000
509GOO	Council Compensation	22,800	22,800	11,400	22,800	22,800
510GOO	Planning Commission Compensation	17,200	17,400	8,700	17,400	17,400
501GOO	Employer Tax Expense	42,988	49,715	25,717	49,000	61,300
502GOO	Health Insurance	73,693	112,896	49,581	90,727	127,204
503GOO	Retirement Fund	16,464	24,387	9,190	26,342	27,752
504GOO	Workers Compensation Insurance	2,200	2,350	18	1,000	2,200
	PROFESSIONAL SERVICES					
511GOO	Town Attorney	36,700	60,000	1,428	40,000	60,000
512GOO	Auditing Services	7,250	7,500	8,000	8,000	8,000
514GOO	Consulting Services	2,176	6,500	2,502	3,000	150,000
556GOO	IT Services	18,956	20,160	12,436	20,000	20,000
513GOO	Planning Consulting	79,620	105,000	59,188	115,000	66,000
515GOO	County Treasurer Services	6,910	11,000	11,642	12,150	14,000
519GOO	Contractual Services	115,046	145,000	61,372	115,000	140,000
538GOO	Sales Tax On-Line Filing Services	17,396	17,000	10,997	18,700	20,393
516GOO	Refuse Collection Franchise	173,323	197,000	139,559	209,700	210,000
	ADMINISTRATIVE EXPENSE					
520GOO	Insurance (Property & Casualty)	15,050	22,500	11,279	17,350	18,613
521GOO	Conferences, Workshops & Training	3,591	4,000	789	2,000	12,500
522GOO	Dues & Memberships	3,134	3,000	2,535	3,100	3,500
523GOO	Council/PComm - Conferences & Training	2,217	2,500	219	2,140	2,500
524GOO	Reimbursable Bonds & Permits	9,554	10,500	3,540	10,000	7,500
525GOO	Unemployment Tax	2,475	2,800	1,235	1,235	1,680
526GOO	Life Insurance (for all funds)	528	1,500	842	1,500	1,600
527GOO	Personnel - Recruitment/Testing	2,730	4,000	3,450	3,450	3,000
536GOO	Wellness Program	13,078	23,100	6,499	16,500	19,600
528GOO	Other - admin.	373	1,000	11	11	4,000
	OFFICE EXPENSE					
540GOO	Printing & Publishing	1,337	1,000	408	750	1,000
541GOO	Office Supplies	3,443	7,500	3,842	7,500	7,500
542GOO	Utilities	1,509	2,000	1,170	2,000	2,000
543GOO	Telephone	1,705	2,000	1,206	1,800	2,280
544GOO	Elections	3,463	2,500	87	87	2,500
530GOO	Computer	1,141	2,900	400	600	1,000
545GOO	Janitorial Services	3,524	5,000	3,294	5,500	5,000
546GOO	Council/Commission - Materials/Equipment	961	1,000	1,658	1,700	1,000
547GOO	Records Management	0	500	0	0	3,000
548GOO	Office Equipment - Leases	2,447	3,200	2,013	2,890	3,200
549GOO	Office Equipment - Maintenance/Repairs	0	500	0	0	500
550GOO	Filing Fees/Recording Costs	164	500	499	525	500
551GOO	Postage - general	473	1,500	377	750	1,000
552GOO	GIS Mapping - admin	811	9,800	595	868	9,800
553GOO	Meetings & Community Events	7,598	10,000	1,422	10,000	15,000
537GOO	Bank & Misc. Fees & Charges	2,344	3,250	1,414	2,700	3,000
	COMMUNITY & ECONOMIC DEVELOPMENT					
529GOO	Tourism Promotion - Allocated from Lodging Tax	93,523	100,000	48,732	113,337	100,000
5075GO1	Region 10	1,394	1,464	1,464	1,464	1,500
531GOO	Community Outreach	2,754	4,000	2,124	3,500	4,000
532GOO	Creative & Main Street Programs - FUSE Commitment	29,176	60,000	23,032	55,000	60,000
533GOO	Economic Development	973	2,500	1,019	1,019	2,500
535GOO	Affordable Housing	91,489	100,000	34,505	41,000	100,000
781POO	Events and Festivals	120,900	135,000	100,836	113,000	145,000
557GOO	Grants - pass thru to other agencies	712,500	37,500	37,500	37,500	0
559GOO	Regional Transportation Service	33,188	35,000	0	0	35,000
595GOO	Electric Vehicle Charging Station	3,330	3,000	2,520	5,000	5,000

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	VEHICLE EXPENSE					
560GOO	Gas & Oil	482	350	79	200	350
561GOO	Vehicle Maintenance & Repair	1,088	750	0	0	750
	CAPITAL OUTLAY					
571GOO	Office Equipment Purchase	2,583	20,000	6,359	9,500	45,000
572GOO	Property Purchase	11,991	80,000	5,670	25,000	80,000
	DEBT SERVICE					
591GOO	RAMP Bond	118,112	119,776	9,888	120,176	117,086
	COUNCIL INITIATIVES					
5010GO1	Uncompahgre Volunteer Legal Aid	3,000	3,000	0	3,000	3,000
5015GO1	Partners Program	1,000	1,000	1,000	1,000	
5020GO1	Colorado West Land Trust	4,000	4,000	4,000	4,000	3,000
5025GO1	Voyager Program	9,000	10,000	10,000	10,000	9,250
5040GO1	Other Contributions	3,361	5,000	3,654	3,654	5,000
5050GO1	KVNF Radio	1,000	1,000	0	1,000	
5060GO1	Second Chance Humane Society	8,000	8,760	0	8,760	8,000
5065GO1	Neighbor to Neighbor Program	1,000	1,000	1,000	1,000	
5085GO1	Eco Action Partners	6,000	6,500	6,500	6,500	4,500
5095GO1	Student Scholarship	1,000	1,500	1,500	1,500	1,500
5100GO1	Public Art Ridgway Colorado	3,000	3,000	3,000	3,000	3,000
5110GO1	Uncompahgre Watershed Partnership	3,000	4,000	4,000	4,000	4,000
5115GO1	George Gardner Scholarship Fund	1,000	1,000	1,000	1,000	1,500
5120GO1	Ouray County Soccer Club	2,000	3,000	3,000	3,000	4,000
5135GO1	Sherbino Theater	15,000	10,000	0	10,000	13,000
5136GO1	Ouray County Food Pantry		1,000	0	1,000	
5137GO1	Weehawken Creative Arts	5,000	6,000	0	6,000	10,000
5138GO1	Friends of Colorado Avalanche Info Center	3,500	3,500	3,500	3,500	2,500
5139GO1	Ridgway Western Heritage Society		500	500	500	2,000
5140GO1	Ouray Mountain Rescue Team	10,000	10,000	10,000	10,000	9,250
5141GO1	Minerva West Performing Arts		3,000	3,000	3,000	3,000
5142GO1	Ouray County Support & Advocacy Project		5,000	5,000	5,000	5,000
5143GO1	Ouray County Baseball		3,000	3,000	3,000	4,000
5144GO1	San Juan Skijouring					2,000
5145GO1	Cimarron Athletic Field at Ridgway Secondary School					4,000
5146GO1	Ridgway Pickleball Club					
	SUBTOTAL COUNCIL INITIATIVES	79,861	94,760	63,654	93,414	101,500
	ADMINISTRATIVE EXPEND. SUBTOTAL	2,526,410	2,330,525	1,114,606	2,062,885	2,637,508

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	STREETS & MAINTENANCE					
	PERSONNEL					
600GO2	Streets Wages	73,829	29,537	18,176	29,537	31,672
601GO2	Employer Tax Expense	5,810	2,260	1,391	2,260	2,423
602GO2	Health Insurance	17,220	7,056	4,532	6,884	7,788
603GO2	Retirement Fund	3,038	1,181	727	1,181	1,269
604GO2	Workers Compensation Insurance	3,512	2,000	0	1,436	2,000
	ADMINISTRATIVE EXPENSE					
613GO2	Office - miscellaneous	0	500	145	200	500
621GO2	Workshops & Training	0	3,000	0	0	3,000
628GO2	Other - streets	1,618	500	40	40	500
614GO2	Consulting & Contractual Services	9,059	62,220	3,354	10,000	48,000
615GO2	IT Services	138	155	86	126	100
	OPERATING EXPENSE					
631GO2	Maintenance & Repairs	242	5,000	37	4,500	5,000
632GO2	Supplies & Materials	1,602	3,000	3,484	4,500	4,500
635GO2	Gravel & Sand	18,884	25,000	15,826	25,000	50,000
636GO2	Dust Prevention (mag chloride)	36,680	38,000	43,080	43,080	44,000
637GO2	Paving & Maintenance	388	50,000	2,100	23,000	50,000
633GO2	Tools	0	500	0	500	500
638GO2	Street & Sidewalk Lighting	4,431	6,500	3,980	5,500	7,500
639GO2	Street Signs	2,393	5,000	1,824	2,200	6,000
634GO2	Safety Equipment	1,034	1,000	178	1,000	1,000
682GO2	Arborist Services - Rights-of-Ways	6,073	6,000	0	6,000	6,000
666GO2	Landscaping - Rights-of-Ways	13,298	28,000	23,628	30,500	31,000
663GO2	Storm Drainage					
662GO2	Snow Removal Equipment & Services	18,717				
	SHOP EXPENSE					
642GO2	Utilities	2,786	3,000	2,430	3,800	3,800
643GO2	Telephone	1,341	1,500	936	1,400	1,500
630GO2	Computer	900	900	600	900	900
	VEHICLE EXPENSE					
660GO2	Gas, Oil & Diesel	5,708	6,500	3,168	5,000	6,500
661GO2	Vehicle & Equip Maintenance & Repair	10,336	9,000	9,194	20,900	17,500
	DEBT SERVICE					
	CAPITAL OUTLAY					
670GO2	Vehicle Purchase					
671GO2	Office Equipment Purchase	100	2,000	531	1,000	2,000
672GO2	Equipment Purchase	0	5,000	0	4,000	85,834
	STREETS & MAINT. EXPEND. SUBTOTAL	239,137	304,309	139,447	234,444	420,786

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	PARKS, FACILITIES & ENVIRONMENT					
	PERSONNEL					
700POO	Parks Maintenance Wages	68,149	72,294	44,589	72,397	109,882
706POO	Parks Maintenance - Seasonal Wages	14,634	32,000	21,614	26,414	32,000
701POO	Employer Tax Expense	6,487	7,978	5,057	7,559	10,854
702POO	Health Insurance	20,139	21,168	13,595	20,651	31,152
703POO	Retirement Fund	2,807	2,892	1,780	2,892	3,801
704POO	Workers Compensation Insurance	3,372	3,600	1,436	2,242	3,600
	ADMINISTRATIVE EXPENSE					
719POO	Contractual Services	58,687	48,000	5,260	5,260	155,000
720POO	Insurance (Property & Casualty)	12,315	22,500	0	17,947	14,744
721POO	Workshops & Training	0	500	0	0	500
728POO	Other - parks	0	2,000	0	0	1,000
	FACILITIES					
732PO1	Supplies - community center/town hall	7,762	5,500	3,932	4,800	5,500
742PO1	Utilities - community center/town hall	1,633	1,800	1,083	1,850	1,800
779PO1	Janitorial Services - community center	3,524	4,500	3,294	5,500	4,500
731PO1	Maintenance & Repairs - comm. center/town hall	10,258	40,000	7,921	21,500	25,000
778PO1	Decker Community Room	67,483	106,650	15,195	2,400	137,500
782PO1	Visitor Center	2,174				
783PO1	Broadband Carrier Neutral Station	2,675	2,750	2,120	3,100	3,000
	OPERATING EXPENSE					
731POO	Maintenance & Repair	5,898	17,500	757	4,500	7,500
732POO	Supplies & Materials	22,552	30,000	19,516	30,000	40,000
733POO	Tools	0	1,000	0	1,000	3,000
734POO	Safety Equipment	839	1,000	1,100	1,600	2,500
741POO	Telephone	672	1,000	488	750	750
742POO	Utilities	6,656	7,500	2,864	6,000	7,000
729POO	IT Services	420	475	268	450	240
730POO	Computer	600	600	400	600	1,500
779POO	Janitorial Service - parks	12,779	12,000	9,881	16,000	13,000
765POO	River Corridor Maintenance & Gravel Removal					
767POO	Arborist Services & Tree Maintenance	27,260	20,000	16,507	20,000	35,000
768POO	Mosquito Control	11,472	15,000	14,802	14,809	17,000
769POO	Weed Control	684	1,500	0	485	1,500
	VEHICLE EXPENSE					
760POO	Gas & Oil	2,440	4,000	1,801	3,800	4,000
761POO	Vehicle & Equipment Maint & Repair	3,364	4,500	3,350	5,800	4,500
	CAPITAL OUTLAY					
772POO	Equipment Purchase	0	35,000	28,500	28,500	46,500
775POO	Park Improvements	25,792	135,000	6,295	46,000	120,000
	PARKS & FACILITIES EXPEND. SUBTOTAL	403,527	660,207	233,405	374,806	843,823

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#	EXPENDITURES					
	LAW ENFORCEMENT					
	PERSONNEL					
800GO3	Law Enforcement Wages	287,111	393,933	214,076	363,473	450,668
807GO3	Municipal Judge	2,346	1,656	966	1,656	1,656
808GO3	Municipal Court Clerk	4,140	4,140	2,415	4,140	4,140
801GO3	Employer Tax Expense	24,222	30,579	16,635	28,249	34,920
802GO3	Health Insurance	51,698	70,560	37,100	62,773	77,880
803GO3	Retirement Fund	13,727	15,757	8,013	13,989	18,027
804GO3	Workers Compensation Insurance	9,283	9,800	11,409	11,409	13,500
	OFFICE EXPENSE					
809GO3	Law Enforcement - Coverage	21,400				
819GO3	Contractual Services	13,865	12,000	12,129	13,170	13,000
820GO3	IT Services	16,221	17,310	10,414	16,500	20,000
822GO3	Dues & Memberships	840	850	1,060	1,060	1,200
841GO3	Office Supplies	917	1,500	923	1,500	1,500
842GO3	Utilities	1,509	1,700	1,170	1,850	1,800
843GO3	Telephone	4,525	4,850	2,917	4,350	4,800
830GO3	Computer	2,894	3,075	2,160	4,050	5,000
849GO3	Office Equip - Maintenance/Repairs	0	100	0	0	100
	OPERATING EXPENSE					
832GO3	Equipment & Supplies	2,761	12,500	654	7,900	32,500
821GO3	Conferences, Workshops & Training	3,061	4,500	3,501	3,501	5,500
883GO3	Uniforms	3,041	3,500	1,583	2,500	4,500
884GO3	Traffic & Investigations	374	2,500	1,414	2,000	2,500
886GO3	Testing & Examinations	0	1,000	1,817	1,817	1,000
828GO3	Other - law enforcement	0	1,000	0	115	1,000
885GO3	Dispatch Services	66,821	69,661	52,471	69,661	64,345
834GO3	Multi-Jurisdictional Program Participation	8,117	30,150	23,038	30,150	23,796
835G03	Community Outreach Programs	2,406	2,000	901	1,683	2,000
5030GO1	Juvenile Diversion	8,000	8,000	8,000	10,500	8,000
	VEHICLE EXPENSE					
860GO3	Gas & Oil	10,574	18,000	7,131	11,500	12,500
862GO3	Radio/Radar Repair	118	2,000	572	572	2,000
861GO3	Vehicle Maintenance & Repair	7,049	7,500	6,456	10,500	7,500
	CAPITAL OUTLAY					
870GO3	Vehicle Purchase	0	71,308	71,334	71,334	183,800
871GO3	Office Equipment Purchase	4,251	500	0	2,710	10,000
872GO3	Vehicle Leasing	8,599				
	LAW ENFORCEMENT EXPEND. SUBTOTAL	579,870	801,929	500,259	754,612	1,009,132

GENERAL FUND					
	2023	2024	AS OF	ESTIMATED	2025
	ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
		BUDGET			BUDGET
TOTAL GENERAL FUND EXPENDITURES	3,748,944	4,096,970	1,987,717	3,426,747	4,911,249
TRANSFER CAPITAL PROJECT - Athletic Park Improvements		100,000	125,817	134,000	
TOTAL TRANS. TO CAPITAL PROJECTS		100,000	125,817	134,000	
Tabor Emergency Reserves (3% of expenditures)		125,910		0	147,337
ENDING GENERAL FUND BALANCE	4,356,548	3,052,622	3,931,079	5,031,882	3,491,842
Restricted for Capital Improvement Fund		0		0	0
(per GASBY 54)					

WATER ENTERPRISE FUND		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	1,765,925	2,152,452		2,170,721	2,087,046
ACCOUNT#						
460WOO	Water Service Charges	712,654	736,500	542,556	726,500	736,500
461WOO	Penalty Fees on Water Charges	4,115	3,500	3,125	5,000	5,000
462WOO	Transfer fees - water	880	500	265	325	500
464WOO	Material/Labor Reimbursement - water	22,340	25,000	7,016	7,016	10,000
463WOO	Tap Fees - water	386,567	66,000	16,647	28,647	36,000
465WOO	Other - water	2,926	100	12,263	12,263	100
466WOO	Grants - water	0	100,000	0	93,973	6,027
456WOO	Investment Income/Desgn Reserves	76,215	35,000	46,104	95,850	75,000
	TOTAL WATER FUND REVENUES	1,205,697	966,600	627,976	969,574	869,127
	TOTAL AVAILABLE RESOURCES	2,971,622	3,119,052	627,976	3,140,295	2,956,173
	EXPENDITURES					
	PERSONNEL					
900WOO	Water Wages	116,579	157,883	100,995	158,972	167,983
901WOO	Employer Tax Expense	9,197	12,078	7,734	12,161	12,850
902WOO	Health Insurance	27,221	35,280	21,798	34,074	38,940
903WOO	Retirement Fund	4,809	6,315	3,885	6,204	6,719
904WOO	Workers Compensation Insurance	4,044	5,000	2,938	2,938	5,000
	ADMINISTRATIVE EXPENSE					
920WOO	Insurance (Property & Casualty)	14,010	23,000	20,622	20,716	17,963
921WOO	Workshops & Training	885	3,500	1,269	1,500	3,000
919WOO	Wellness Program	1,434	2,100	1,618	2,500	2,100
914WOO	Consulting & Engineering Services	123,427	230,000	83,755	130,000	180,000
917WOO	IT Services	9,835	10,330	6,525	10,000	8,700
912WOO	Auditing Services	3,625	3,750	3,750	3,750	3,750
911WOO	Legal Services	3,897	2,500	0	12,000	88,000
918WOO	Permits - water	0	400	0	350	400
	OFFICE EXPENSE					
913WOO	Office - misc	462	1,000	307	634	1,000
915WOO	Dues & Memberships	493	500	1,000	1,560	1,000
916WOO	Filing Fees/Recording Costs	53	150	26	52	150
942WOO	Utilities	23,724	26,000	15,947	25,000	26,000
943WOO	Telephone	1,828	2,500	1,351	2,050	2,200
930WOO	Computer	1,741	3,200	800	1,200	1,500
941WOO	Office Supplies	1,143	2,000	128	1,000	6,050
947WOO	Records Management	0	200	0	0	1,000
948WOO	Office Equipment - Leases	288	650	507	650	650
949WOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951WOO	Postage - water	3,081	3,000	1,992	3,000	3,000
952WOO	GIS Mapping - water	1,251	9,850	907	1,000	9,850
	OPERATING EXPENSE					
931WOO	Maintenance & Repairs	56,072	520,000	212,634	420,000	165,000
932WOO	Supplies & Materials	59,429	90,000	15,309	32,000	45,000
933WOO	Tools	900	3,000	0	1,000	3,000
988WOO	Taps & Meters	152,344	125,000	64,285	64,285	120,000
989WOO	Plant Expenses - water	18,150	22,000	14,850	22,000	1,650
934WOO	Safety Equipment	1,308	1,500	897	2,000	2,500
990WOO	Testing - water	5,164	8,000	2,908	6,500	8,000
987WOO	Weed Control	684	1,500	0	485	1,500
928WOO	Other - water	52,178	1,500	1,325	1,500	1,500
	VEHICLE EXPENSE					
960WOO	Gas & Oil	5,827	7,500	4,628	7,500	7,500
961WOO	Vehicle & Equipment Maint & Repair	16,881	7,500	5,270	9,750	11,500

WATER ENTERPRISE FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	<i>CAPITAL OUTLAY</i>					
971WOO	Office Equipment Purchase	400	2,000	651	1,500	2,000
972WOO	Equipment Purchase	25,119	1,668	0	0	66,667
	<i>DEBT SERVICE</i>					
993WOO	Debt Service - CWRPDA	22,500	22,500	11,250	22,500	22,500
997WOO	Debt Service - CWCB	30,918	30,918	0	30,918	30,918
999WOO	Debt Service - CWRPDA (2)		15,000	0	0	44,453
	TOTAL WATER FUND EXPENDITURES	800,901	1,401,022	611,861	1,053,249	1,121,743
	TRANSFER CAPITAL PROJECT - Water Line Replacement		50,000		0	
	Reserved per financing agreement with CWCB		3,918			3,918
	ENDING WATER FUND BALANCE	2,170,721	1,664,112	16,115	2,087,046	1,834,430

SEWER ENTERPRISE FUND		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	BEGINNING SEWER FUND BALANCE	1,227,470	1,736,343		1,746,438	1,923,732
ACCOUNT#						
	REVENUES					
460SOO	Sewer Service Charges	336,600	358,000	240,699	350,000	355,000
461SOO	Penalty Fees on Sewer Charges	4,115	3,500	3,125	5,000	4,500
462SOO	Transfer Fees - sewer	840	500	205	325	500
464SOO	Material/Labor Reimbursement - sewer	17,567	3,500	2,272	9,000	3,500
463SOO	Tap Fees - sewer	468,521	66,000	40,800	52,800	36,000
465SOO	Other - sewer	0	100	0	0	100
466SOO	Grants - sewer					
456SOO	Investment Income - Desgn Reserves	62,761	30,000	34,058	86,000	65,000
	TOTAL SEWER FUND REVENUES	890,404	461,600	321,159	503,125	464,600
	TOTAL AVAILABLE RESOURCES	2,117,874	2,197,943	321,159	2,249,563	2,388,332
	EXPENDITURES					
	PERSONNEL					
900SOO	Sewer Wages	105,955	74,810	49,965	75,990	109,542
901SOO	Employer Tax Expense	8,381	5,723	3,822	5,806	8,380
902SOO	Health Insurance	26,866	21,168	12,947	21,107	31,152
903SOO	Retirement Fund	3,866	2,992	1,585	2,626	3,788
904SOO	Workers Compensation Insurance	3,962	3,400	0	2,994	3,500
	ADMINISTRATIVE EXPENSE					
920SOO	Insurance (Property & Casualty)	12,789	23,000	15,552	15,552	17,963
921SOO	Workshops & Training	821	3,000	85	500	3,500
914SOO	Consulting & Engineering Services	28,715	136,705	28,124	40,500	155,500
917SOO	IT Services	9,835	10,330	6,525	10,000	8,700
912SOO	Auditing Services	3,625	3,750	3,750	3,750	3,750
911SOO	Legal Services	335	1,000	0	0	1,000
919SOO	Wellness Program	2,100	1,400	695	1,400	1,400
	OFFICE EXPENSE					
913SOO	Office - misc	339	1,000	80	356	1,000
915SOO	Dues & Memberships	408	500	350	1,000	500
916SOO	Filing Fees/Recording Costs	7	150	0	50	150
941SOO	Office Supplies	1,033	1,500	136	600	5,500
942SOO	Utilities	48,667	50,000	34,722	53,000	53,000
943SOO	Telephone	2,162	2,300	1,534	2,300	2,300
930SOO	Computer	1,441	2,850	600	900	900
947SOO	Records Management	0	200	0	0	1,000
948SOO	Office Equipment - Leases	144	450	227	450	450
949SOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951SOO	Postage - sewer	2,232	2,000	1,516	2,500	2,500
952SOO	GIS Mapping - sewer	811	9,850	587	1,000	9,850
	OPERATING EXPENSE					
931SOO	Maintenance & Repairs	15,074	65,000	17,704	25,000	110,000
932SOO	Supplies & Materials	19,365	10,000	7,131	18,500	27,500
933SOO	Tools	900	1,500	75	500	3,000
918SOO	Testing & Permits	7,073	15,000	4,821	10,000	15,000
928SOO	Other - sewer	1,624	0	1,175	1,200	52,000
934SOO	Safety Equipment	1,646	1,500	1,055	1,500	2,000
987SOO	Weed Control	684	1,500	0	485	1,500
	VEHICLE EXPENSE					
960SOO	Gas & Oil	5,743	7,500	2,994	4,600	6,000
961SOO	Vehicle & Equipment Maint & Repairs	6,895	5,000	862	4,250	5,000
	CAPITAL OUTLAY					
971SOO	Office Equipment Purchase	400	2,000	531	1,500	2,000
972SOO	Equipment Purchase	25,119	1,668	0	0	56,667
978SOO	Bio-Solid Removal	6,504	150,000	0	0	150,000
	DEBT SERVICE					
996SOO	Debt Service - DOLA	15,915	15,915	0	15,915	15,915
	TOTAL SEWER FUND EXPENDITURES	371,436	634,911	199,150	325,831	872,157

SEWER ENTERPRISE FUND						
	2023	2024	AS OF	ESTIMATED	2025	
	ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED	
		BUDGET			BUDGET	
Reserves for Wastewater Plant Improvements		100,000	100,000	100,000	100,000	
ENDING SEWER FUND BALANCE	1,746,438	1,563,032	122,009	1,923,732	1,516,175	

CAPITAL PROJECTS FUND - RAMP Project Note Account						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
4001GOO	Property Tax					
	Transfer from restricted Cap Imprv Acc	117,712	119,776		119,776	116,686
	TOTAL REVENUES	117,712	119,776	0	119,776	116,686
	PROJECT EXPENDITURES					
591GOO	Note Principal & Interest Payment Amt	117,712	119,776		119,776	116,686
	TOTAL EXPENDITURES	117,712	119,776	0	119,776	116,686

CAPITAL PROJECTS FUND - North Lena Street Paving						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2100A	Developer Contribution	-26,004				
2100B	Grant - Colorado Dept of Transportation					
	Town Budgeted Contribution					
	TOTAL REVENUES	-26,004				
	PROJECT EXPENDITURES					
CP2100	Construction	8,723				
CP2101	Project Management & Oversight	1,480				
CP2102	Design, Survey, Engineering	1,480				
	TOTAL EXPENDITURES	11,683				

CAPITAL PROJECTS FUND - Water Line Replacement - Water Plant to Moffat Street						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
REVENUES						
2200A	Loan-State Revolving Funds(CWRPDA)		650,000			650,000
2200B	Grant - Energy Impact Funds (DOLA)		600,000			600,000
	Town Contribution		50,000			
	TOTAL REVENUES		1,300,000			1,250,000
PROJECT EXPENDITURES						
CP2200	Design and Engineering		50,000	11,011	14,193	40,000
CP2201	Project Management & Oversight		49,800			50,000
CP2202	Construction		1,200,200			1,000,000
	TOTAL EXPENDITURES		1,300,000	11,011	14,193	1,090,000

CAPITAL PROJECTS FUND - Athletic Park Master Plan Implementation						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2300A	Town Contribution		100,000		134,000	
	TOTAL REVENUES		100,000		134,000	
	PROJECT EXPENDITURES					
CP2300	Parking Lot		100,000	125,817	134,000	
	TOTAL EXPENDITURES	0	100,000	125,817	134,000	

CAPITAL PROJECTS FUND - Beaver Creek Diversion Project						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2400A	CWCB Draw Down Loan (will pay down by grants)					8,000,000
2400B	Colorado Disaster Assistance Fund					1,000,000
2400C	Emergency Water Protection Program					3,200,000
	NRCS -Natural Resources Conserv Services					
	TOTAL REVENUES					12,200,000
	PROJECT EXPENDITURES					
CP 2400	Engineering and Project Management				8,534	100,000
CP 2401	Construction					6,500,000
CP 2402	Loan Repayment (from grants)					5,600,000
	TOTAL EXPENDITURES		0	0	8,534	12,200,000

Resolution No. 24-11

A RESOLUTION OF THE TOWN OF RIDGWAY, STATE OF COLORADO,
ADOPTING A BUDGET FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY
OF JANUARY, 2025 AND ENDING ON THE LAST DAY OF DECEMBER, 2025

WHEREAS, the Town Council of the Town of Ridgway designated the Town Clerk/Treasurer to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the Treasurer has submitted a proposed budget to this governing body on October 9, 2024 for its consideration, along with numerous public meetings, and;

WHEREAS, upon due and proper notice, published and posted in accordance with the Town Charter, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 13, 2024 and December 11, 2024, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget, and;

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO:

Section 1. That the Fiscal Year 2025 Budget as attached as Exhibit A hereto, is hereby approved and adopted.

APPROVED AND ADOPTED this 11th day of December, 2024.

John I. Clark
Mayor

ATTEST: _____
Pam Kraft, MMC
Town Clerk/Treasurer

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	3,485,267	3,996,859		4,356,548	5,031,882
ACCOUNT #	REVENUES					
	TAXES					
400GOO	Property Tax	345,788	529,856	502,397	529,356	552,044
4001GOO	Property Tax - Bond Repayment	-66	0	0	0	0
4002GOO	Property Tax - State Backfill		28,797	30,946	30,946	
401GOO	Penalties & Interest - Property Tax	1,297	500	510	1,000	1,000
402GOO	Delinquent Property Tax	0	100	0	0	100
403GOO	Sales Tax	1,685,587	1,325,000	955,648	1,735,000	1,350,000
404GOO	Sales Tax - Food for Home Consumption	105,262	105,000	50,389	105,000	105,000
405GOO	Sales Tax - Capital Improvement Fund	311,767	227,652	179,527	310,000	235,000
4051GOO	Sales Tax - Cap Imprv-Food Home Consumptn	25,493	21,005	10,080	20,500	20,500
406GOO	Penalties & Interest - Sales & Lodging Tax	22,653	20,000	9,086	17,500	20,000
407GOO	Lodging Tax	139,012	200,000	50,984	129,500	100,000
4071GOO	Lodging Tax - Affordable Housing Fund			32,200	110,000	100,000
408GOO	Specific Ownership Tax	33,870	35,000	26,243	38,750	35,000
409GOO	Utility Franchise Tax	56,005	60,000	43,829	53,429	60,000
410GOO	Excise Development Tax	85,500	13,500	0	4,500	31,500
	TOTAL	2,812,168	2,566,410	1,891,839	3,085,481	2,610,144
	INTERGOVERNMENTAL					
411GOO	Highway Users	66,188	60,895	40,097	68,000	65,000
412GOO	Motor Vehicle Fees	6,880	6,000	4,194	6,500	6,000
413GOO	Cigarette Tax	4,189	2,500	1,232	2,400	2,400
414GOO	Conservation Trust Fund (Lottery)	18,026	20,000	8,423	16,675	18,000
415GOO	Grants - general	715,955	40,000	46,912	51,912	91,200
416GOO	Road & Bridge Apportionment	30,058	47,743	45,936	45,936	47,878
417GOO	Mineral Lease & Severance Taxes	109,062	50,000	0	63,716	60,000
	TOTAL	950,358	227,138	146,794	255,139	290,478
	LICENSES, PERMITS & FEES					
420GOO	Building Permits	147,728	110,000	121,895	129,000	80,000
421GOO	Liquor Licenses	6,014	3,500	5,510	8,300	4,600
422GOO	Sales Tax Licenses	20,475	22,000	3,250	20,500	20,500
430GOO	Marijuana Facility Licenses	14,000	12,000	3,000	12,000	12,000
423GOO	Planning Applications	4,950	5,000	7,775	8,500	5,000
424GOO	Excavation/Encroachment Permits	5,950	4,500	4,400	4,650	4,000
425GOO	Refuse Collection Fees	191,318	197,000	122,910	210,000	210,000
427GOO	USPS Rental Fees	8,642	8,642	5,869	8,894	9,074
428GOO	Parks, Facility & Rights of Way User Fees	4,300	6,500	4,803	6,200	6,500
429GOO	Permits - other (signs, etc)	535	1,000	550	700	1,000
431GOO	Short Term Rental Licenses	11,100	6,000	3,700	6,400	12,800
	TOTAL	415,012	376,142	283,662	415,144	365,474
	FINES & FORFEITURES					
435GOO	Court Fines	7,863	7,500	4,458	5,700	7,500
	TOTAL	7,863	7,500	4,458	5,700	7,500
	REIMBURSABLE FEES					
440GOO	Consulting Services Reimbursement	81,400	65,000	49,068	73,000	60,000
441GOO	Labor & Documents Reimbursement	595	1,000	204	650	1,000
442GOO	Bonds & Permits Reimbursement	9,960	7,500	2,532	3,500	7,500
443GOO	Mosquito Control Reimbursement	8,000	8,000	0	8,000	8,000
444GOO	Administrative Reimbursement	8,384	6,000	7,861	10,000	7,500
	TOTAL	108,339	87,500	59,665	95,150	84,000
	MISCELLANEOUS					
450GOO	Donations - general (Parks & Marshal)	2,550	2,500	2,520	2,520	2,500
451GOO	Sales - other (copies, equip sales, misc)	10,427	250	35	125	250
452GOO	Credits & Refunds - general	14,460	8,500	5,062	26,500	8,500
453GOO	Other - general (T/Clerk&Marshal fees)	2,441	1,203	1,451	1,911	2,200
454GOO	Special Events (festivals,concerts,movies)	97,591	55,000	28,163	72,711	50,000
459GOO	Donations - FUSE Committee	7,910	6,500	1,050	15,000	15,000
455GOO	Interest Income	178,574	35,000	124,444	247,000	75,000
456GOO	Investment Income	12,532	5,000	6,798	13,700	7,500
	TOTAL	326,485	113,953	169,523	379,467	160,950
	TOTAL GENERAL FUND REVENUES	4,620,225	3,378,643	2,559,346	4,236,081	3,518,546

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	TOTAL AVAILABLE RESOURCES	8,105,492	7,375,502	6,044,613	8,592,629	8,550,428

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	ADMINISTRATIVE SERVICES					
	PERSONNEL					
500GOO	Administrative Wages	506,694	609,667	316,710	600,000	760,000
509GOO	Council Compensation	22,800	22,800	11,400	22,800	22,800
510GOO	Planning Commission Compensation	17,200	17,400	8,700	17,400	17,400
501GOO	Employer Tax Expense	42,988	49,715	25,717	49,000	61,300
502GOO	Health Insurance	73,693	112,896	49,581	90,727	127,204
503GOO	Retirement Fund	16,464	24,387	9,190	26,342	27,752
504GOO	Workers Compensation Insurance	2,200	2,350	18	1,000	2,200
	PROFESSIONAL SERVICES					
511GOO	Town Attorney	36,700	60,000	1,428	40,000	60,000
512GOO	Auditing Services	7,250	7,500	8,000	8,000	8,000
514GOO	Consulting Services	2,176	6,500	2,502	3,000	150,000
556GOO	IT Services	18,956	20,160	12,436	20,000	20,000
513GOO	Planning Consulting	79,620	105,000	59,188	115,000	66,000
515GOO	County Treasurer Services	6,910	11,000	11,642	12,150	14,000
519GOO	Contractual Services	115,046	145,000	61,372	115,000	140,000
538GOO	Sales Tax On-Line Filing Services	17,396	17,000	10,997	18,700	20,393
516GOO	Refuse Collection Franchise	173,323	197,000	139,559	209,700	210,000
	ADMINISTRATIVE EXPENSE					
520GOO	Insurance (Property & Casualty)	15,050	22,500	11,279	17,350	18,613
521GOO	Conferences, Workshops & Training	3,591	4,000	789	2,000	12,500
522GOO	Dues & Memberships	3,134	3,000	2,535	3,100	3,500
523GOO	Council/PComm - Conferences & Training	2,217	2,500	219	2,140	2,500
524GOO	Reimbursable Bonds & Permits	9,554	10,500	3,540	10,000	7,500
525GOO	Unemployment Tax	2,475	2,800	1,235	1,235	1,680
526GOO	Life Insurance (for all funds)	528	1,500	842	1,500	1,600
527GOO	Personnel - Recruitment/Testing	2,730	4,000	3,450	3,450	3,000
536GOO	Wellness Program	13,078	23,100	6,499	16,500	19,600
528GOO	Other - admin.	373	1,000	11	11	4,000
	OFFICE EXPENSE					
540GOO	Printing & Publishing	1,337	1,000	408	750	1,000
541GOO	Office Supplies	3,443	7,500	3,842	7,500	7,500
542GOO	Utilities	1,509	2,000	1,170	2,000	2,000
543GOO	Telephone	1,705	2,000	1,206	1,800	2,280
544GOO	Elections	3,463	2,500	87	87	2,500
530GOO	Computer	1,141	2,900	400	600	1,000
545GOO	Janitorial Services	3,524	5,000	3,294	5,500	5,000
546GOO	Council/Commission - Materials/Equipment	961	1,000	1,658	1,700	1,000
547GOO	Records Management	0	500	0	0	3,000
548GOO	Office Equipment - Leases	2,447	3,200	2,013	2,890	3,200
549GOO	Office Equipment - Maintenance/Repairs	0	500	0	0	500
550GOO	Filing Fees/Recording Costs	164	500	499	525	500
551GOO	Postage - general	473	1,500	377	750	1,000
552GOO	GIS Mapping - admin	811	9,800	595	868	9,800
553GOO	Meetings & Community Events	7,598	10,000	1,422	10,000	15,000
537GOO	Bank & Misc. Fees & Charges	2,344	3,250	1,414	2,700	3,000
	COMMUNITY & ECONOMIC DEVELOPMENT					
529GOO	Tourism Promotion - Allocated from Lodging Tax	93,523	100,000	48,732	113,337	100,000
5075GO1	Region 10	1,394	1,464	1,464	1,464	1,500
531GOO	Community Outreach	2,754	4,000	2,124	3,500	4,000
532GOO	Creative & Main Street Programs - FUSE Commitment	29,176	60,000	23,032	55,000	60,000
533GOO	Economic Development	973	2,500	1,019	1,019	2,500
535GOO	Affordable Housing	91,489	100,000	34,505	41,000	100,000
781POO	Events and Festivals	120,900	135,000	100,836	113,000	145,000
557GOO	Grants - pass thru to other agencies	712,500	37,500	37,500	37,500	0
559GOO	Regional Transportation Service	33,188	35,000	0	0	35,000
595GOO	Electric Vehicle Charging Station	3,330	3,000	2,520	5,000	5,000

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	VEHICLE EXPENSE					
560GOO	Gas & Oil	482	350	79	200	350
561GOO	Vehicle Maintenance & Repair	1,088	750	0	0	750
	CAPITAL OUTLAY					
571GOO	Office Equipment Purchase	2,583	20,000	6,359	9,500	45,000
572GOO	Property Purchase	11,991	80,000	5,670	25,000	80,000
	DEBT SERVICE					
591GOO	RAMP Bond	118,112	119,776	9,888	120,176	117,086
	COUNCIL INITIATIVES					
5010GO1	Uncompahgre Volunteer Legal Aid	3,000	3,000	0	3,000	3,000
5015GO1	Partners Program	1,000	1,000	1,000	1,000	
5020GO1	Colorado West Land Trust	4,000	4,000	4,000	4,000	3,000
5025GO1	Voyager Program	9,000	10,000	10,000	10,000	9,250
5040GO1	Other Contributions	3,361	5,000	3,654	3,654	5,000
5050GO1	KVNF Radio	1,000	1,000	0	1,000	
5060GO1	Second Chance Humane Society	8,000	8,760	0	8,760	8,000
5065GO1	Neighbor to Neighbor Program	1,000	1,000	1,000	1,000	
5085GO1	Eco Action Partners	6,000	6,500	6,500	6,500	4,500
5095GO1	Student Scholarship	1,000	1,500	1,500	1,500	1,500
5100GO1	Public Art Ridgway Colorado	3,000	3,000	3,000	3,000	3,000
5110GO1	Uncompahgre Watershed Partnership	3,000	4,000	4,000	4,000	4,000
5115GO1	George Gardner Scholarship Fund	1,000	1,000	1,000	1,000	1,500
5120GO1	Ouray County Soccer Club	2,000	3,000	3,000	3,000	4,000
5135GO1	Sherbino Theater	15,000	10,000	0	10,000	13,000
5136GO1	Ouray County Food Pantry		1,000	0	1,000	
5137GO1	Weehawken Creative Arts	5,000	6,000	0	6,000	10,000
5138GO1	Friends of Colorado Avalanche Info Center	3,500	3,500	3,500	3,500	2,500
5139GO1	Ridgway Western Heritage Society		500	500	500	2,000
5140GO1	Ouray Mountain Rescue Team	10,000	10,000	10,000	10,000	9,250
5141GO1	Minerva West Performing Arts		3,000	3,000	3,000	3,000
5142GO1	Ouray County Support & Advocacy Project		5,000	5,000	5,000	5,000
5143GO1	Ouray County Baseball		3,000	3,000	3,000	4,000
5144GO1	San Juan Skijouring					2,000
5145GO1	Cimarron Athletic Field at Ridgway Secondary School					4,000
5146GO1	Ridgway Pickleball Club					
	SUBTOTAL COUNCIL INITIATIVES	79,861	94,760	63,654	93,414	101,500
	ADMINISTRATIVE EXPEND. SUBTOTAL	2,526,410	2,330,525	1,114,606	2,062,885	2,637,508

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	STREETS & MAINTENANCE					
	PERSONNEL					
600GO2	Streets Wages	73,829	29,537	18,176	29,537	31,672
601GO2	Employer Tax Expense	5,810	2,260	1,391	2,260	2,423
602GO2	Health Insurance	17,220	7,056	4,532	6,884	7,788
603GO2	Retirement Fund	3,038	1,181	727	1,181	1,269
604GO2	Workers Compensation Insurance	3,512	2,000	0	1,436	2,000
	ADMINISTRATIVE EXPENSE					
613GO2	Office - miscellaneous	0	500	145	200	500
621GO2	Workshops & Training	0	3,000	0	0	3,000
628GO2	Other - streets	1,618	500	40	40	500
614GO2	Consulting & Contractual Services	9,059	62,220	3,354	10,000	48,000
615GO2	IT Services	138	155	86	126	100
	OPERATING EXPENSE					
631GO2	Maintenance & Repairs	242	5,000	37	4,500	5,000
632GO2	Supplies & Materials	1,602	3,000	3,484	4,500	4,500
635GO2	Gravel & Sand	18,884	25,000	15,826	25,000	50,000
636GO2	Dust Prevention (mag chloride)	36,680	38,000	43,080	43,080	44,000
637GO2	Paving & Maintenance	388	50,000	2,100	23,000	50,000
633GO2	Tools	0	500	0	500	500
638GO2	Street & Sidewalk Lighting	4,431	6,500	3,980	5,500	7,500
639GO2	Street Signs	2,393	5,000	1,824	2,200	6,000
634GO2	Safety Equipment	1,034	1,000	178	1,000	1,000
682GO2	Arborist Services - Rights-of-Ways	6,073	6,000	0	6,000	6,000
666GO2	Landscaping - Rights-of-Ways	13,298	28,000	23,628	30,500	31,000
663GO2	Storm Drainage					
662GO2	Snow Removal Equipment & Services	18,717				
	SHOP EXPENSE					
642GO2	Utilities	2,786	3,000	2,430	3,800	3,800
643GO2	Telephone	1,341	1,500	936	1,400	1,500
630GO2	Computer	900	900	600	900	900
	VEHICLE EXPENSE					
660GO2	Gas, Oil & Diesel	5,708	6,500	3,168	5,000	6,500
661GO2	Vehicle & Equip Maintenance & Repair	10,336	9,000	9,194	20,900	17,500
	DEBT SERVICE					
	CAPITAL OUTLAY					
670GO2	Vehicle Purchase					
671GO2	Office Equipment Purchase	100	2,000	531	1,000	2,000
672GO2	Equipment Purchase	0	5,000	0	4,000	85,834
	STREETS & MAINT. EXPEND. SUBTOTAL	239,137	304,309	139,447	234,444	420,786

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	PARKS, FACILITIES & ENVIRONMENT					
	PERSONNEL					
700POO	Parks Maintenance Wages	68,149	72,294	44,589	72,397	109,882
706POO	Parks Maintenance - Seasonal Wages	14,634	32,000	21,614	26,414	32,000
701POO	Employer Tax Expense	6,487	7,978	5,057	7,559	10,854
702POO	Health Insurance	20,139	21,168	13,595	20,651	31,152
703POO	Retirement Fund	2,807	2,892	1,780	2,892	3,801
704POO	Workers Compensation Insurance	3,372	3,600	1,436	2,242	3,600
	ADMINISTRATIVE EXPENSE					
719POO	Contractual Services	58,687	48,000	5,260	5,260	155,000
720POO	Insurance (Property & Casualty)	12,315	22,500	0	17,947	14,744
721POO	Workshops & Training	0	500	0	0	500
728POO	Other - parks	0	2,000	0	0	1,000
	FACILITIES					
732PO1	Supplies - community center/town hall	7,762	5,500	3,932	4,800	5,500
742PO1	Utilities - community center/town hall	1,633	1,800	1,083	1,850	1,800
779PO1	Janitorial Services - community center	3,524	4,500	3,294	5,500	4,500
731PO1	Maintenance & Repairs - comm. center/town hall	10,258	40,000	7,921	21,500	25,000
778PO1	Decker Community Room	67,483	106,650	15,195	2,400	137,500
782PO1	Visitor Center	2,174				
783PO1	Broadband Carrier Neutral Station	2,675	2,750	2,120	3,100	3,000
	OPERATING EXPENSE					
731POO	Maintenance & Repair	5,898	17,500	757	4,500	7,500
732POO	Supplies & Materials	22,552	30,000	19,516	30,000	40,000
733POO	Tools	0	1,000	0	1,000	3,000
734POO	Safety Equipment	839	1,000	1,100	1,600	2,500
741POO	Telephone	672	1,000	488	750	750
742POO	Utilities	6,656	7,500	2,864	6,000	7,000
729POO	IT Services	420	475	268	450	240
730POO	Computer	600	600	400	600	1,500
779POO	Janitorial Service - parks	12,779	12,000	9,881	16,000	13,000
765POO	River Corridor Maintenance & Gravel Removal					
767POO	Arborist Services & Tree Maintenance	27,260	20,000	16,507	20,000	35,000
768POO	Mosquito Control	11,472	15,000	14,802	14,809	17,000
769POO	Weed Control	684	1,500	0	485	1,500
	VEHICLE EXPENSE					
760POO	Gas & Oil	2,440	4,000	1,801	3,800	4,000
761POO	Vehicle & Equipment Maint & Repair	3,364	4,500	3,350	5,800	4,500
	CAPITAL OUTLAY					
772POO	Equipment Purchase	0	35,000	28,500	28,500	46,500
775POO	Park Improvements	25,792	135,000	6,295	46,000	120,000
	PARKS & FACILITIES EXPEND. SUBTOTAL	403,527	660,207	233,405	374,806	843,823

GENERAL FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#	EXPENDITURES					
	LAW ENFORCEMENT					
	PERSONNEL					
800GO3	Law Enforcement Wages	287,111	393,933	214,076	363,473	450,668
807GO3	Municipal Judge	2,346	1,656	966	1,656	1,656
808GO3	Municipal Court Clerk	4,140	4,140	2,415	4,140	4,140
801GO3	Employer Tax Expense	24,222	30,579	16,635	28,249	34,920
802GO3	Health Insurance	51,698	70,560	37,100	62,773	77,880
803GO3	Retirement Fund	13,727	15,757	8,013	13,989	18,027
804GO3	Workers Compensation Insurance	9,283	9,800	11,409	11,409	13,500
	OFFICE EXPENSE					
809GO3	Law Enforcement - Coverage	21,400				
819GO3	Contractual Services	13,865	12,000	12,129	13,170	13,000
820GO3	IT Services	16,221	17,310	10,414	16,500	20,000
822GO3	Dues & Memberships	840	850	1,060	1,060	1,200
841GO3	Office Supplies	917	1,500	923	1,500	1,500
842GO3	Utilities	1,509	1,700	1,170	1,850	1,800
843GO3	Telephone	4,525	4,850	2,917	4,350	4,800
830GO3	Computer	2,894	3,075	2,160	4,050	5,000
849GO3	Office Equip - Maintenance/Repairs	0	100	0	0	100
	OPERATING EXPENSE					
832GO3	Equipment & Supplies	2,761	12,500	654	7,900	32,500
821GO3	Conferences, Workshops & Training	3,061	4,500	3,501	3,501	5,500
883GO3	Uniforms	3,041	3,500	1,583	2,500	4,500
884GO3	Traffic & Investigations	374	2,500	1,414	2,000	2,500
886GO3	Testing & Examinations	0	1,000	1,817	1,817	1,000
828GO3	Other - law enforcement	0	1,000	0	115	1,000
885GO3	Dispatch Services	66,821	69,661	52,471	69,661	64,345
834GO3	Multi-Jurisdictional Program Participation	8,117	30,150	23,038	30,150	23,796
835GO3	Community Outreach Programs	2,406	2,000	901	1,683	2,000
5030GO1	Juvenile Diversion	8,000	8,000	8,000	10,500	8,000
	VEHICLE EXPENSE					
860GO3	Gas & Oil	10,574	18,000	7,131	11,500	12,500
862GO3	Radio/Radar Repair	118	2,000	572	572	2,000
861GO3	Vehicle Maintenance & Repair	7,049	7,500	6,456	10,500	7,500
	CAPITAL OUTLAY					
870GO3	Vehicle Purchase	0	71,308	71,334	71,334	183,800
871GO3	Office Equipment Purchase	4,251	500	0	2,710	10,000
872GO3	Vehicle Leasing	8,599				
	LAW ENFORCEMENT EXPEND. SUBTOTAL	579,870	801,929	500,259	754,612	1,009,132

GENERAL FUND						
	2023	2024	AS OF	ESTIMATED	2025	
	ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED	
		BUDGET			BUDGET	
TOTAL GENERAL FUND EXPENDITURES	3,748,944	4,096,970	1,987,717	3,426,747	4,911,249	
TRANSFER CAPITAL PROJECT - Athletic Park Improvements		100,000	125,817	134,000		
TOTAL TRANS. TO CAPITAL PROJECTS		100,000	125,817	134,000		
Tabor Emergency Reserves (3% of expenditures)		125,910		0	147,337	
ENDING GENERAL FUND BALANCE	4,356,548	3,052,622	3,931,079	5,031,882	3,491,842	
Restricted for Capital Improvement Fund		0		0	0	
(per GASBY 54)						

WATER ENTERPRISE FUND		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	1,765,925	2,152,452		2,170,721	2,087,046
ACCOUNT#						
460WOO	Water Service Charges	712,654	736,500	542,556	726,500	736,500
461WOO	Penalty Fees on Water Charges	4,115	3,500	3,125	5,000	5,000
462WOO	Transfer fees - water	880	500	265	325	500
464WOO	Material/Labor Reimbursement - water	22,340	25,000	7,016	7,016	10,000
463WOO	Tap Fees - water	386,567	66,000	16,647	28,647	36,000
465WOO	Other - water	2,926	100	12,263	12,263	100
466WOO	Grants - water	0	100,000	0	93,973	6,027
456WOO	Investment Income/Desgn Reserves	76,215	35,000	46,104	95,850	75,000
	TOTAL WATER FUND REVENUES	1,205,697	966,600	627,976	969,574	869,127
	TOTAL AVAILABLE RESOURCES	2,971,622	3,119,052	627,976	3,140,295	2,956,173
	EXPENDITURES					
	PERSONNEL					
900WOO	Water Wages	116,579	157,883	100,995	158,972	167,983
901WOO	Employer Tax Expense	9,197	12,078	7,734	12,161	12,850
902WOO	Health Insurance	27,221	35,280	21,798	34,074	38,940
903WOO	Retirement Fund	4,809	6,315	3,885	6,204	6,719
904WOO	Workers Compensation Insurance	4,044	5,000	2,938	2,938	5,000
	ADMINISTRATIVE EXPENSE					
920WOO	Insurance (Property & Casualty)	14,010	23,000	20,622	20,716	17,963
921WOO	Workshops & Training	885	3,500	1,269	1,500	3,000
919WOO	Wellness Program	1,434	2,100	1,618	2,500	2,100
914WOO	Consulting & Engineering Services	123,427	230,000	83,755	130,000	180,000
917WOO	IT Services	9,835	10,330	6,525	10,000	8,700
912WOO	Auditing Services	3,625	3,750	3,750	3,750	3,750
911WOO	Legal Services	3,897	2,500	0	12,000	88,000
918WOO	Permits - water	0	400	0	350	400
	OFFICE EXPENSE					
913WOO	Office - misc	462	1,000	307	634	1,000
915WOO	Dues & Memberships	493	500	1,000	1,560	1,000
916WOO	Filing Fees/Recording Costs	53	150	26	52	150
942WOO	Utilities	23,724	26,000	15,947	25,000	26,000
943WOO	Telephone	1,828	2,500	1,351	2,050	2,200
930WOO	Computer	1,741	3,200	800	1,200	1,500
941WOO	Office Supplies	1,143	2,000	128	1,000	6,050
947WOO	Records Management	0	200	0	0	1,000
948WOO	Office Equipment - Leases	288	650	507	650	650
949WOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951WOO	Postage - water	3,081	3,000	1,992	3,000	3,000
952WOO	GIS Mapping - water	1,251	9,850	907	1,000	9,850
	OPERATING EXPENSE					
931WOO	Maintenance & Repairs	56,072	520,000	212,634	420,000	165,000
932WOO	Supplies & Materials	59,429	90,000	15,309	32,000	45,000
933WOO	Tools	900	3,000	0	1,000	3,000
988WOO	Taps & Meters	152,344	125,000	64,285	64,285	120,000
989WOO	Plant Expenses - water	18,150	22,000	14,850	22,000	1,650
934WOO	Safety Equipment	1,308	1,500	897	2,000	2,500
990WOO	Testing - water	5,164	8,000	2,908	6,500	8,000
987WOO	Weed Control	684	1,500	0	485	1,500
928WOO	Other - water	52,178	1,500	1,325	1,500	1,500
	VEHICLE EXPENSE					
960WOO	Gas & Oil	5,827	7,500	4,628	7,500	7,500
961WOO	Vehicle & Equipment Maint & Repair	16,881	7,500	5,270	9,750	11,500

WATER ENTERPRISE FUND						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	<i>CAPITAL OUTLAY</i>					
971WOO	Office Equipment Purchase	400	2,000	651	1,500	2,000
972WOO	Equipment Purchase	25,119	1,668	0	0	66,667
	<i>DEBT SERVICE</i>					
993WOO	Debt Service - CWRPDA	22,500	22,500	11,250	22,500	22,500
997WOO	Debt Service - CWCB	30,918	30,918	0	30,918	30,918
999WOO	Debt Service - CWRPDA (2)		15,000	0	0	44,453
	TOTAL WATER FUND EXPENDITURES	800,901	1,401,022	611,861	1,053,249	1,121,743
	TRANSFER CAPITAL PROJECT - Water Line Replacement		50,000		0	
	Reserved per financing agreement with CWCB		3,918			3,918
	ENDING WATER FUND BALANCE	2,170,721	1,664,112	16,115	2,087,046	1,834,430

SEWER ENTERPRISE FUND		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	BEGINNING SEWER FUND BALANCE	1,227,470	1,736,343		1,746,438	1,923,732
ACCOUNT#						
	REVENUES					
460SOO	Sewer Service Charges	336,600	358,000	240,699	350,000	355,000
461SOO	Penalty Fees on Sewer Charges	4,115	3,500	3,125	5,000	4,500
462SOO	Transfer Fees - sewer	840	500	205	325	500
464SOO	Material/Labor Reimbursement - sewer	17,567	3,500	2,272	9,000	3,500
463SOO	Tap Fees - sewer	468,521	66,000	40,800	52,800	36,000
465SOO	Other - sewer	0	100	0	0	100
466SOO	Grants - sewer					
456SOO	Investment Income - Desgn Reserves	62,761	30,000	34,058	86,000	65,000
	TOTAL SEWER FUND REVENUES	890,404	461,600	321,159	503,125	464,600
	TOTAL AVAILABLE RESOURCES	2,117,874	2,197,943	321,159	2,249,563	2,388,332
	EXPENDITURES					
	PERSONNEL					
900SOO	Sewer Wages	105,955	74,810	49,965	75,990	109,542
901SOO	Employer Tax Expense	8,381	5,723	3,822	5,806	8,380
902SOO	Health Insurance	26,866	21,168	12,947	21,107	31,152
903SOO	Retirement Fund	3,866	2,992	1,585	2,626	3,788
904SOO	Workers Compensation Insurance	3,962	3,400	0	2,994	3,500
	ADMINISTRATIVE EXPENSE					
920SOO	Insurance (Property & Casualty)	12,789	23,000	15,552	15,552	17,963
921SOO	Workshops & Training	821	3,000	85	500	3,500
914SOO	Consulting & Engineering Services	28,715	136,705	28,124	40,500	155,500
917SOO	IT Services	9,835	10,330	6,525	10,000	8,700
912SOO	Auditing Services	3,625	3,750	3,750	3,750	3,750
911SOO	Legal Services	335	1,000	0	0	1,000
919SOO	Wellness Program	2,100	1,400	695	1,400	1,400
	OFFICE EXPENSE					
913SOO	Office - misc	339	1,000	80	356	1,000
915SOO	Dues & Memberships	408	500	350	1,000	500
916SOO	Filing Fees/Recording Costs	7	150	0	50	150
941SOO	Office Supplies	1,033	1,500	136	600	5,500
942SOO	Utilities	48,667	50,000	34,722	53,000	53,000
943SOO	Telephone	2,162	2,300	1,534	2,300	2,300
930SOO	Computer	1,441	2,850	600	900	900
947SOO	Records Management	0	200	0	0	1,000
948SOO	Office Equipment - Leases	144	450	227	450	450
949SOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951SOO	Postage - sewer	2,232	2,000	1,516	2,500	2,500
952SOO	GIS Mapping - sewer	811	9,850	587	1,000	9,850
	OPERATING EXPENSE					
931SOO	Maintenance & Repairs	15,074	65,000	17,704	25,000	110,000
932SOO	Supplies & Materials	19,365	10,000	7,131	18,500	27,500
933SOO	Tools	900	1,500	75	500	3,000
918SOO	Testing & Permits	7,073	15,000	4,821	10,000	15,000
928SOO	Other - sewer	1,624	0	1,175	1,200	52,000
934SOO	Safety Equipment	1,646	1,500	1,055	1,500	2,000
987SOO	Weed Control	684	1,500	0	485	1,500
	VEHICLE EXPENSE					
960SOO	Gas & Oil	5,743	7,500	2,994	4,600	6,000
961SOO	Vehicle & Equipment Maint & Repairs	6,895	5,000	862	4,250	5,000
	CAPITAL OUTLAY					
971SOO	Office Equipment Purchase	400	2,000	531	1,500	2,000
972SOO	Equipment Purchase	25,119	1,668	0	0	56,667
978SOO	Bio-Solid Removal	6,504	150,000	0	0	150,000
	DEBT SERVICE					
996SOO	Debt Service - DOLA	15,915	15,915	0	15,915	15,915
	TOTAL SEWER FUND EXPENDITURES	371,436	634,911	199,150	325,831	872,157

SEWER ENTERPRISE FUND						
	2023	2024	AS OF	ESTIMATED	2025	
	ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED	
		BUDGET			BUDGET	
Reserves for Wastewater Plant Improvements		100,000	100,000	100,000	100,000	
ENDING SEWER FUND BALANCE	1,746,438	1,563,032	122,009	1,923,732	1,516,175	

CAPITAL PROJECTS FUND - RAMP Project Note Account						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
4001GOO	Property Tax					
	Transfer from restricted Cap Imprv Acc	117,712	119,776		119,776	116,686
	TOTAL REVENUES	117,712	119,776	0	119,776	116,686
	PROJECT EXPENDITURES					
591GOO	Note Principal & Interest Payment Amt	117,712	119,776		119,776	116,686
	TOTAL EXPENDITURES	117,712	119,776	0	119,776	116,686

CAPITAL PROJECTS FUND - North Lena Street Paving						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2100A	Developer Contribution	-26,004				
2100B	Grant - Colorado Dept of Transportation					
	Town Budgeted Contribution					
	TOTAL REVENUES	-26,004				
	PROJECT EXPENDITURES					
CP2100	Construction	8,723				
CP2101	Project Management & Oversight	1,480				
CP2102	Design, Survey, Engineering	1,480				
	TOTAL EXPENDITURES	11,683				

CAPITAL PROJECTS FUND - Water Line Replacement - Water Plant to Moffat Street						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2200A	Loan-State Revolving Funds(CWRPDA)		650,000			650,000
2200B	Grant - Energy Impact Funds (DOLA)		600,000			600,000
	Town Contribution		50,000			
	TOTAL REVENUES		1,300,000			1,250,000
	PROJECT EXPENDITURES					
CP2200	Design and Engineering		50,000	11,011	14,193	40,000
CP2201	Project Management & Oversight		49,800			50,000
CP2202	Construction		1,200,200			1,000,000
	TOTAL EXPENDITURES		1,300,000	11,011	14,193	1,090,000

CAPITAL PROJECTS FUND - Athletic Park Master Plan Implementation						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2300A	Town Contribution		100,000		134,000	
	TOTAL REVENUES		100,000		134,000	
	PROJECT EXPENDITURES					
CP2300	Parking Lot		100,000	125,817	134,000	
	TOTAL EXPENDITURES	0	100,000	125,817	134,000	

CAPITAL PROJECTS FUND - Beaver Creek Diversion Project						
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2400A	CWCB Draw Down Loan (will pay down by grants)					8,000,000
2400B	Colorado Disaster Assistance Fund					1,000,000
2400C	Emergency Water Protection Program					3,200,000
	NRCS -Natural Resources Conserv Services					
	TOTAL REVENUES					12,200,000
	PROJECT EXPENDITURES					
CP 2400	Engineering and Project Management				8,534	100,000
CP 2401	Construction					6,500,000
CP 2402	Loan Repayment (from grants)					5,600,000
	TOTAL EXPENDITURES		0	0	8,534	12,200,000

Resolution No. 24-12

A RESOLUTION OF THE TOWN OF RIDGWAY, STATE OF COLORADO,
APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNT
AND FOR THE PURPOSE AS SET FORTH BELOW FOR THE 2025 BUDGET YEAR

WHEREAS, the Town Council has adopted the annual budget in accordance with the Town Charter on December 11, 2024; and

WHEREAS, the Town Council has made provision therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, appropriating the revenues provided in the budget to and for the purposes described below, establish a limitation on expenditures for the operations of the Town of Ridgway pursuant to the Charter.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO:

Section 1. The following sums are hereby appropriated from the revenue of each fund for the purposes stated:

GENERAL FUND

Current Operating Expenses	\$ 4,794,163
Capital Projects	\$ 0
Debt Service	\$ 117,086
Total General Fund Expenditures	\$ 4,911,249

WATER FUND

Current Operating Expenses	\$ 1,023,872
Capital Projects	\$ 0
Debt Service	\$ 97,871
Total Water Fund Expenditures	\$ 1,121,743

SEWER FUND

Current Operating Expenses	\$ 856,242
Capital Projects	\$ 0
Debt Service	\$ 15,915
Total Sewer Fund Expenditures	\$ 872,157

APPROVED AND ADOPTED this 11th day of December, 2024

John I. Clark
Mayor

Attest: _____
Pam Kraft, MMC
Town Clerk/Treasurer

Resolution No. 24-13

**A RESOLUTION OF THE TOWN OF RIDGWAY, STATE OF COLORADO,
ADOPTING THE PROPERTY TAX LEVY FOR THE YEAR 2025
FOR CERTIFICATION TO THE OURAY COUNTY COMMISSIONERS**

WHEREAS, the Town Council of the Town of Ridgway, has adopted on December 11, 2024 the 2025 annual budget in accordance with its Charter; and

WHEREAS, such budget provides for property tax revenues for general operating purposes of \$552,044; and

WHEREAS, as such budget provides for property tax revenues necessary for debt service payment for the 2016 streetscape bond of \$0; and

WHEREAS, the valuation for assessment for the Town of Ridgway as certified by the County Assessor is \$63,812,830.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY , COLORADO:

Section 1. That for the purpose of meeting general operating expenses of the Town of Ridgway during the 2025 budget year, a property tax mill levy of 8.651 mills is hereby adopted for certification to the Ouray County Commissioners.

Section 2. That for the purpose of payment of the debt service on the streetscape bond a property tax levy of 0 mills is hereby adopted for certification to the Ouray County Commissioners.

Section 3. The Treasurer is hereby authorized and directed to immediately certify to the County Commissioners of Ouray County, Colorado, the adopted mill levies for the Town of Ridgway as hereinabove determined and set, to be levied by said Commissioners as taxes against real and personal property within the Town, in accordance with law.

APPROVED AND ADOPTED this 11th day of December, 2024.

John I. Clark
Mayor

ATTEST: _____
Pam Kraft, MMC
Town Clerk/Treasurer

AGENDA ITEM #18



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: December 6, 2024
Agenda Topic: Interviews of Sustainability Advisory Board applicants and appointment of member

ACTION BEFORE COUNCIL:

Council is asked to interview candidates and appoint someone to fill the vacant seat on the Ridgway Sustainability Advisory Board (SAB).

BACKGROUND:

In 2022, after expressing interest in advancing and encouraging environmentally sustainable practices and ideas within the Town, Council approved Resolution No. 22-06, formally establishing the SAB. According to the [Town of Ridgway Sustainability Advisory Board Authority and Procedures](#), the SAB shall be composed of not less than three members and not more than seven members. One member shall be an Ex-Officio Council member appointed by Council. To be eligible for appointment, candidates must be Ouray County residents.

Current membership is as follows:

- Angela Hawse
- Joyce Huang
- Dana Ivers
- Dave Jones
- Dave Kehmeier
- Terry Schuyler (ex-officio)

CANDIDATES AND INTERVIEW PROCESS:

Over the last month, the Town solicited letters of interest for the open seat on the SAB. The Town received one letter of interest from Sheridan Ribbing. Her letter is attached to this memo in Attachment A.

During Wednesday's meeting, Council will interview Sheridan for a maximum of five minutes.

PROPOSED MOTION:

"I move to appoint [candidate name] to the Sustainability Advisory Board for a three-year term."

ATTACHMENTS:

Attachment A – Sheridan Ribbing Letter of Interest

ATTACHMENT A

Sheridan Ribbing
162 N Cora St
Ridgway, CO 81432

Deb Overton
201 N Railroad St
Ridgway, CO 81432

Dear Members of the Ridgway Town Council and the Sustainability Advisory Board,

I am writing to express my interest in serving as a board member on Ridgway's Sustainability Advisory Board. As a resident with a strong background in environmental science and energy policy, I am passionate about advancing sustainability within our community. After joining SAB meetings for the past few months I know I can make a meaningful contribution to the successful work of the board.

My background spans roles as a Sustainability Intern at a pipeline and terminal company, a consultant for a private markets ESG firm, and, most recently, as a Residential Clean Energy Associate with the Collective Clean Energy Fund (formerly the Colorado Clean Energy Fund). I have experience working alongside various stakeholders to advance sustainability initiatives involving clean energy technologies such as electric vehicles and energy storage. Additionally, I have guided organizations through complex building codes and state and federal policies, including those within the Inflation Reduction Act. I would be thrilled to bring this expertise to the Ridgway Sustainability Advisory Board, collaborating with board members, community stakeholders, and Ridgway residents to develop initiatives that protect our natural resources and strengthen our town's commitment to sustainability.

Thank you for considering my application. I would be honored to contribute my knowledge and passion to the board and to furthering Ridgway's commitment to sustainability. Please feel free to contact me at sheridanribbing@yahoo.com should you have any questions or require additional information.

Sincerely,
Sheridan Ribbing

AGENDA ITEM #19

To: Town of Ridgway Mayor and Town Council

Cc: Preston Neill, *Ridgway Town Manager*
Angie Kemp, AICP, *Ridgway Town Planner*

From: TJ Dlubac, AICP, *CPS, Contracted Town Planner*
Max Garcia, AICP, *CPS Contracted Town Planner*

Date: December 6, 2024

Subject: First Reading of Ordinance No. 03-2024 amending Accessory Dwelling Unit standards for the December 11th Town Council Meeting.

BACKGROUND

Following the 2023 updates to the Ridgway Municipal Code (“RMC”), The Planning Commission suggested subsequent updates to the RMC for the calendar year 2024. Evaluation of the Town’s Accessory Dwelling Unit (“ADU”) standards was chosen as a priority.

Ridgway has determined that ADU development is one portion of the solution to address housing affordability and has successfully implemented ADU regulations in the current RMC. The objective of this project was to evaluate the current language against lessons learned and best practices gleaned after years of supporting ADU development in Ridgway to recommend policy changes. Over the past year, Community Planning Strategies (CPS), town staff, and the Planning Commission have been drafting, evaluating, and revising proposed amendments to the ADU Standards within the Town limits.

The team also had numerous conversations with the public, The Planning Commission, and Town Council to identify appropriate adjustments to Section 7-4-6(A), Accessory Dwelling Units, of the RMC.

MEETINGS AND INPUT

The table below identifies the meetings held about Section 7-4-6(A), Accessory Dwelling Units, of the RMC and summarizes the topics discussed:

January 26, 2024	<i>Project kickoff with Planning Commission. Identified ADUs as one of the four projects to complete first. PC provided direction to prepare research to present at the next meeting.</i>
February 23, 2024	<i>Discussed best practices research and developed strategy for the code update. PC directed CPS to begin preparing a draft of updated code regulations.</i>
March 26, 2024	<i>CPS edited and updated the draft based on the PC discussion.</i>
April 30, 2024	<i>Reviewed code draft with PC and evaluated ADU density scenarios.</i>
May 29, 2024	<i>Edited and updated the draft based on the discussion with PC.</i>
June 25, 2024	<i>Edited and updated the draft based on the discussion. PC provided direction to finalize document and prepare for public hearing in August.</i>
July 30, 2024	<i>Made final edits to draft based on previous discussion with Planning Commission.</i>
August 27, 2024	<i>Reviewed final draft and recommended approval to Town Council.</i>
September 11, 2024	<i>Town Council rejected the proposed ADU code update and sent the project back to Planning Commission.</i>
September 24, 2024	<i>Planning Commission discussed updates to code draft in alignment requests by Town Council.</i>
October 24, 2024	<i>Review 2nd ADU code draft with Planning Commission. Discussion was focused on the number of ADUs permitted and clarifying occupancy standards.</i>

November 26, 2024	<i>The draft amendments were updated based on Planning Commission comments. Planning Commission discussed the proposed regulations and provided a recommendation to approve for the Town Council's consideration.</i>
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SUMMARY OF REGULATIONS

There have been many adjustments to the proposed language since this amendment process started. This section will summarize each section of the ADU Regulations and identify what the purpose is and how it changes the current regulations.

SECTION 1: GENERAL PROVISIONS

This section identifies general provisions applicable to all ADUs, in all zone districts, and across all situations. It starts by stating the intent and purpose of ADUs as an important element to addressing affordable housing in Ridgway. Subsection (e) authorizes reduced Plan Review fees for ADUs. The Town Manager may reduce plan review fees by up to 100% for attached ADUs and up to 75% for detached ADUs. The fee reduction is a new concept which is not in the current regulations.

SECTION 2: DIMENSIONAL AND DESIGN STANDARDS:

Much of the conversation over the last few months have revolved around this section. This latest round of revisions proposes restructuring of this section to separate the use allowances from the number of permissible ADUs. Subsection (a) permits ADUs as accessory to Single-Family Dwelling, Duplex Dwelling, or Triplex Dwelling. Subsection (b) states that only one ADU may be permissible on a lot greater than 3,000 square feet and two ADUs may per permissible on a lot greater than 7,500 square feet. These two subsections are new concepts discussed and proposed in these updates.

Skipping ahead to Subsection (i), the proposed amendments include a provision limiting the maximum square footage of an ADU at 1,000 square feet. Most of the other subsections clarify that other provisions of the RMC such as setbacks, parking, and architectural standards still apply to ADUs.

SECTION 3: INCENTIVES

This is a new section contemplated through this update process. Through early discussions, Town priorities were identified, and appropriate levels of allowances were identified for ADU proposals which met certain criteria. The Planning Commission identified Affordable Housing, Landscaping, and Sustainable Construction Methods as important initiatives the Town is working on and would allow incentives for furthering those initiatives through ADU development. The program can allow additional square footage for an ADU or for example, if an ADU is deed restricted as affordable housing, on additional ADU may be permitted.

Subsections (ii) and (iii) were added recently to clarify that while an extra ADU may be permitted, all zoning district dimensional standards need to be met. In no cases, shall there be more than two (2) ADUs on any parcel.

Landscaping incentives section allow that if less than 750 sf of turf or 80% of non-live groundcover are proposed on the lot, the ADU square footage may be increased by up to 10%.

Similarly, if sustainable construction methods are proposed, the ADU square footage may be increased by up to 200 square feet.

SECTION 4: OWNERSHIP AND OCCUPANCY



The area of the update that has received the most scrutiny over the last few months are the occupancy requirements.

Upon Town Council sending this update back to Planning Commission, we had a more in-depth conversation pertaining to the regulation of Short-Term Rentals and their relationship to ADUs. The commissioners were initially hesitant to allow ADUs to have blanket approval to be used as Short-term Rentals. Ultimately, the Planning Commission agreed that their concerns are more adequately addressed in licensing and the regulations set forth in RMC Sec 8-5, Short-Term Rentals. The primary concern voiced by the public, as well as by the Planning Commission, is pertaining to a lack in housing supply due to outside investment by large housing developers. It is not an issue with ADUs specifically, as it was made clear in public hearing that some Ridgway residents utilize Short-Term Rentals so that it is financially feasible to remain in Ridgway. After many discussions, the proposed language states three components very clearly and succinctly:

1. The ADU, principal unit, and the lot upon which they are located shall remain in undivided ownership.
2. An ADU may be used as a Short-Term Rental if it complies with other sections of the code and has a Short-Term Rental License.
3. An ADU shall be rented for a minimum of a 90-day period, unless it is owner-occupied.

These ADU occupancy statements capture the goals shared by the Planning Commission and Town Council. By only including these three statements, this means that there is not a requirement for any of the units to be occupied by the homeowner. The current regulations do require that either the ADU or the primary dwelling be owner occupied.

Much of the Discussion with the Planning Commission since the ADU regulations were sent back to them for additional evaluation revolved around the occupancy concerns. As the discussion evolved, the concern also reached into the relationship between ADUs and STRs. At their November 26th meeting, the Planning Commission recommended the provision that prohibits ADUs as STRs be amended to read as follows:

(b) An ADU ~~may be used~~~~shall not be used~~ as a ~~Short Term~~Short-Term Rental ~~provided it complies with all provisions of.~~Short Term Rentals are regulated in RMC Section 7-4-6(N), Short Term Rental Regulations, and Section 8-5, ~~Short Term~~Short-term Rentals.

SECTION 5: UTILITIES

The ADU may be served in the same water and sewer tap as the principal building. This is slightly different from the current regulations, which *require* the ADU to be served on the same water and sewer tap.

PUBLIC COMMENTS AND NOTICE

The public meeting has been noticed in accordance with Sec. 7-1-5 of the RMC.

Significant public comments and feedback have been received during public meetings and hearings related to ADU owner occupancy and its relationship to the Short-Term Rental requirements. The comments were received and discussed by the Planning Commission, ultimately the Planning Commission recommended



approval of the attached language which has amended the occupancy requirements from the current RMC provisions.

PLANNING COMMISSION RECOMMENDATION

At their public hearing on November 26, 2024, the Town of Ridgway Planning Commission recommended approval of Ordinance No. 03-2024 with the condition that the ADU may be utilized as a Short-Term Rental, in compliance with the RMC. The motion passed unanimously.

APPROVAL CRITERIA

The Town Council may approve Ordinance 03-2024 upon finding that the following criteria, set forth in RMC §7-4-3(D)(3), have been satisfied:

- (a) The text amendment is consistent with the intent of applicable portions of the Master Plan in the reasonable judgement of the approving body; and
- (b) The proposed text amendment is necessary to correct an omission or error in the code; or
- (c) The proposed text amendment is necessary to adapt to a change in conditions within the town; or
- (d) Changes in public policy are needed to advance the general welfare of the town.

STAFF RECOMMENDATION

Staff recommends the Town Council approve Ordinance No. 03-2024, an Ordinance of the Town of Ridgway, Colorado, amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code regarding Accessory Dwelling Units.

RECOMMENDED MOTION:

"I move to recommend the Town Council approve Ordinance No. 03-2024, an Ordinance of the Town of Ridgway, Colorado, amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code regarding Accessory Dwelling Units, finding that the criteria set forth in RMC §7-4-3(D)(3) have been met.

ALTERNATIVE MOTIONS:

Approval with conditions:

"I move to recommend the Town Council approve Ordinance No. 03-2024, an Ordinance of the Town of Ridgway, Colorado, amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code regarding Accessory Dwelling Units, finding that the criteria set forth in RMC §7-4-3(D)(3) have been met with the following conditions:

1. _____
2. _____
3. _____

Denial:

"I move to deny Ordinance No. 03-2024, an Ordinance of the Town of Ridgway, Colorado, amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code regarding Accessory Dwelling Units, finding that the criteria set forth in RMC §7-4-3(D)(3) have not been met."

ATTACHMENTS:

1. *Ordinance No. 03-2024*
2. *ADU Code update – redlined version*



**TOWN OF RIDGWAY, COLORADO
ORDINANCE NO. 03-2024**

**AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO
AMENDING SECTION 7-4 “ZONING REGULATIONS” OF THE RIDGWAY MUNICIPAL
CODE REGARDING ACCESSORY DWELLING UNITS**

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, the zoning and land use powers conferred upon the Town by the State of Colorado as a Home Rule Municipality empower the Town to manage land use to ensure the public health, safety, and welfare; and

WHEREAS, the Town currently regulates land uses within the Town limits in accordance with Chapter 7 “Land Use Regulations” of the Ridgway Municipal Code (“RMC”), adopted pursuant to its Home Rule Constitutional authority and the Local Government Land Use Control Enabling Act of 1974, as amended, §§29-20-101, et seq. C.R.S; and

WHEREAS, Accessory Dwelling Units (“ADUs”) are a vital form of housing in the state of Colorado and in the Town of Ridgway, and is generally encouraged as an effective means to improve housing affordability, provided that each ADU complies with the Town’s ADU standards; and

WHEREAS, the Town has determined that ADU development is a potential solution to the housing affordability issue, and has made substantial efforts to evaluate the current ADU standards against lessons learned and best practices gleaned after years of the ADU movement; and

WHEREAS, the Town has determined that it is appropriate to amend RMC Subsection 7-4-6(A) “Accessory Dwelling Units” as the new standards will facilitate the development of ADUs within the Town and are necessary for maintaining orderly growth and development patterns; and

WHEREAS, modifications to the Town’s ADU regulations will help advance *POLICY COM-2.2: HOUSING OPTIONS* in the Town of Ridgway Master Plan; and

WHEREAS, Town staff and the consultant team provided public engagement opportunities, held a number of discussions with the Ridgway Planning Commission, and received recommendations from the Planning Commission; and

WHEREAS, the Ridgway Town Council finds that this ordinance furthers and is necessary to promote the health, safety and general welfare of the Ridgway community.

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 of Subsection (A) of Section 7-4-6 “Accessory Dwelling Units”. Subsection (A) of Section 7-4-6 of the Ridgway Municipal Code is hereby repealed and reinstated to read as set forth in *Exhibit A*.

Section 3. The definition of “Dwelling Unit, Accessory”, within Section 7-9-2 General Definitions is amended to read as follows:

DWELLING UNIT, ACCESSORY: A dwelling unit located within, attached to, or detached from the principal ~~structure~~dwelling, ~~that~~ The unit includes its own independent living facilities with provisions for sleeping, cooking, and sanitation, and is designed for residential occupancy independent of the primary use. ~~contains no more than 800 square feet of gross floor area,~~ The use of which is associated with and subordinate to the principal ~~dwelling structure~~ and ~~that~~ is located upon the same lot as the principal ~~dwelling~~structure.

Section 4. The definition of “Accessory Dwelling Unit” within Section 7-9-2 General Definitions, is repealed in its entirety.

Section 5. Amendment of Table T-4.3, Land Use Table, of Section 7-4-4. Amend the permitted uses for “Accessory Dwelling Unit” in Table T-4.3, Land Use Table, hereby repealed and reinstated to read as set forth below:

Use Category	Land Use	R	HR	MR	FD	HB	DS	GC	LI	GI	Use-Specific Standards
Accessory Uses	Accessory Dwelling Unit (ADU)	R	R	R	R	R	R	R	R	R	7-4-6(A)

Section 6. 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 7. 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 8. 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 9. 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 10. 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 11. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Article 3-7 of the Ridgway Charter.

INTRODUCED AND REFERRED TO PUBLIC HEARING on December 11, 2024, and setting such public hearing for January 8, 2025, at Ridgway Town Hall, located at 201 N. Railroad Street, Ridgway, Colorado.

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

ADOPTED on January 8, 2025.

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

APPROVED AS TO FORM:

Bo James Nerlin, Town Attorney

Exhibit A:

Amendment of Subsection (A) of Section 7-4-6 “Accessory Dwelling Units”.

7-4-6 SUPPLEMENTAL REGULATIONS

(A) Accessory Dwelling Units.

- (1) General Provisions.
 - (a) The creation of Accessory Dwelling Units (ADU) is generally encouraged as an effective means to improve housing affordability, provided that each ADU complies with the standards of these regulations.
 - (b) The goal of improving housing affordability requires flexibility with landscaping requirements, building typologies, and construction methods. Sustainable construction methods including, but not limited to, utilizing local resources and energy efficient designs are encouraged to increase long-term affordability.
 - (c) The burden shall be upon the owner of any ADU to provide adequate proof to the Town that the criteria of this Section are met. In the event that the Town determines that the criteria have not been shown to be satisfied, the unit may not be occupied as an ADU.
 - (d) A dwelling unit constructed before a principal building, which meets these criteria, may be converted to an ADU following construction of a new principal dwelling unit.
 - (e) Plan review fees as calculated by the Building Official may be waived by the Town Manager for ADU(s) as set forth below.
 - (i) Plan review fees may be reduced by up to one-hundred (100) percent for attached ADU(s).
 - (ii) Plan review fees may be reduced by seventy-five (75) percent for detached ADU(s).
 - (iii) Permit fees may not be reduced for any ADU(s).
- (2) Dimensional and Design Standards.
 - (a) ADUs are only allowed as an accessory use to the following dwellings:
 - (i) Single-Family Dwelling;
 - (ii) Duplex Dwelling; or
 - (iii) Triplex Dwelling
 - (b) The quantity of ADUs on a single lot is permitted in accordance with the following:
 - (i) One (1) ADU may be allowed on a lot that is at least 3,000 square feet in area.
 - (ii) Two (2) ADUs may be allowed on a lot that is at least 7,500 square feet in area.
 - (c) ADUs may be located within a detached structure, attached to the principal structure, or converted room or rooms within the principal structure.
 - (d) The ADU(s) must be constructed in accordance with applicable requirements of Town Building Codes.
 - (e) All lots where an ADU is proposed shall comply with all dimensional standards applicable to the underlying zone district.
 - (i) Required setbacks may be reduced by up to fifty (50) percent, or two (2) feet, whichever is greater, when adjacent to open space. Such a reduction shall be approved in writing by the Town Manager or their designee.
 - (f) The ADU shall not be located within the sight triangle as determined by Section 7-4-8(F)(8), Sight Triangles.
 - (g) The architectural design of an ADU shall be compliant with the regulations set in RMC 7-4-9, Residential Design Standards.
 - (h) An ADU shall comply with the parking requirements as set out in subsection 7-4-6(M).

- (i) The maximum size of an ADU shall not exceed 1,000 square feet of gross floor area unless otherwise allowed by this section.
 - (i) For purposes of this Section, the calculation for the “gross floor area” shall be the total square footage of the ADU measured to the interior walls of the area comprising the dwelling unit excluding internal parking areas and stairways.
 - (j) The proposed property on which the ADU is located shall be compliant with an approved Landscape Plan, consistent with Section 7-4-8, Landscape Regulations, if one exists.
 - (i) If the property does not have an approved Landscape Plan, the Town Manager or their designee may determine if Section 7-4-8, Landscape Regulations, applies to the proposed improvements.
- (3) Incentives.
- (a) ADU Affordable Housing Provisions. All single-family, duplex, or triplex dwellings may be allowed to construct one (1) additional ADU above the allowed quantity in subsection 7-4-6(A)(2)(b) when the ADU is income-restricted pursuant to this subsection.
 - (i) Affordable Housing Covenants and Restrictions. The property owner shall record a restrictive covenant with the Ouray County Clerk and Records’ office that includes the following provisions:
 - a. Area median income (AMI). The income range shall be equal to or less than 150 percent AMI for Ouray County as determined by the US Department of Housing and Development or US Census.
 - b. Income-restricted units. Describe the quantity of income-restricted units, their square footage, and bedroom count.
 - c. Compliance report and leasing period. The duration of the tenant’s lease. Upon reasonable request by the Town of Ridgway or Ouray County, the property owner shall submit a compliance report outlining how the restricted units comply with covenant requirements.
 - d. Income verification and rent limitations. Provide the method for determining tenant income and calculating the rent limitations for each income-restricted unit.
 - (ii) All dimensional standards of the underlying zone district shall still be met.
 - (iii) In no case shall there be more than two (2) ADU’s on any one parcel.
 - (b) Landscaping. When a property owner requesting an ADU meets one of the applicable water conservation standards below, the proposed ADU may increase its maximum gross floor area by up to ten (10) percent without an administrative adjustment.
 - (i) The proposed live ground cover does not include more than 750 square feet of turf or;
 - (ii) The proposed landscape area has a minimum of eighty (80) percent non-live ground cover.
 - (c) Sustainable construction methods. When an applicant meets the applicable sustainable construction standards as set forth below, the proposed ADU may exceed the maximum gross floor area by two hundred (200) square feet.
 - (i) The proposed construction is certified by a professional sustainable construction organization;
 - (ii) The applicant provides proof of energy efficient design that exceeds industry standards from a certified construction professional; and
 - (iii) The applicant sources fifty (50) percent of the construction materials from the State of Colorado.

- (4) Ownership and Occupancy. The following shall be met for any proposed or existing ADU within the Town of Ridgway:
 - (a) The ADU, principal residential unit(s), and the lot or parcel upon which they are located, shall remain in undivided ownership.
 - (b) An ADU may be used as a Short-Term Rental provided it complies with all provisions of RMC Section 7-4-6(N), Short Term Rental Regulations, and Section 8-5, Short-term Rentals.
 - (c) A minimum of a ninety (90) day rental period shall be required by written lease for an ADU, unless the ADU is owner-occupied.
- (5) Utilities
 - (a) The ADU(s) should be served off of the water and sewer tap for the principal residence, in which case it shall not be subject to additional tap fees.

7-4-6 SUPPLEMENTAL REGULATIONS

(A) Accessory Dwelling Units.

(1) General Provisions.

- (a) The creation of Accessory Dwelling Units (ADU) is generally encouraged as an effective means to improve housing affordability, provided that each ADU complies with the standards of these regulations.
- (b) The goal of improving housing affordability requires flexibility with landscaping requirements, building typologies, and construction methods. Sustainable construction methods including, but not limited to, utilizing local resources and energy efficient designs are encouraged to increase long-term affordability.
- (c) The burden shall be upon the owner of any ADU to provide adequate proof to the Town that the criteria of this Section are met. In the event that the Town determines that the criteria have not been shown to be satisfied, the unit may not be occupied as an ADU.
- (d) A dwelling unit constructed before a principal building, which meets these criteria, may be converted to an ADU following construction of a new principal dwelling unit.
- (e) Plan review fees as calculated by the Building Official may be waived by the Town Manager for ADU(s) as set forth below.
 - (i) Plan review fees may be reduced by up to one-hundred (100) percent for attached ADU(s).
 - (ii) Plan review fees may be reduced by seventy-five (75) percent for detached ADU(s).
 - (iii) Permit fees may not be reduced for any ADU-(s).

(2) Dimensional and Design Standards.

- (a) ADUs are only allowed as an accessory use to single-family, duplex, and triplexthe following dwellings:
 - (i) Single-Family Dwelling;
 - (ii) Duplex Dwelling; or
 - (iii) Triplex Dwelling
- (a)(b) The quantity of ADUs on a single lot is permitted in accordance with the following:
 - (i) One (1) ADU is may be allowed on a lot(s) between that is at least 3,000 square feet and 7,500 square feet in area.
 - (ii) Two (2) ADUs are may be allowed on lot(s) between 7,501 square feet and 15,000 square feet.
 - (iii)(ii) Lot(s) that are greater than 15,000 square feet may have more than two (2) ADUs; however, the total number of ADUs on the subject property shall never exceed double the total number of dwelling units in the principal structure. All properties that propose two (2) or more ADU(s) on a lot shall be subject to a Site Plan review as set out that is at least 7,500 square feet in Section 7-4-3(H), Site Plan-area.
- (b)(c) ADUs may be located within a detached structure, attached to the principal structure, or a converted room or rooms within the principal structure.
- (c)(d) The ADU(s) must be constructed in accordance with applicable requirements of Town Building Codes.
- (d)(e) All lots where an ADU is proposed shall comply with all dimensional standards applicable to the underlying zone district.

(i) Required setbacks may be reduced by up to fifty (50) percent, or two (2) feet, whichever is greater, when adjacent to open space. Such a reduction shall be approved in writing by the Town Manager or their designee.

~~(e)~~(f) _____ The ADU shall not be located within the sight triangle as determined by Section 7-4-8(F)(8), Sight Triangles.

~~(f)~~(g) _____ The architectural design of ~~the proposed~~an ADU shall be compliant with the regulations set in RMC 7-4-9, Residential Design Standards.

~~(g)~~(h) _____ ~~The parking requirements~~An ADU shall comply with the parking requirements as set out in subsection 7-4-6(M).

~~(h)~~(i) _____ The maximum size of an ADU shall not exceed 1,000 square feet of gross floor area unless otherwise allowed by this section.

(i) TheFor purposes of this Section, the calculation for the “gross floor area” shall be the total square footage of the ADU measured to the interior walls of the area comprising the dwelling unit excluding internal parking areas and stairways.

~~(i)~~(j) The proposed landscapingproperty on which the ADU is located shall be compliant with an approved Landscape Plan, consistent with Section 7-4-8, Landscape Regulations, if one exists.

(i) If the property does not have an approved Landscape Plan, the Town Manager or their designee may determine if Section 7-4-8, Landscape Regulations, applies to the proposed improvements.

(3) Incentives.

(a) ADU Affordable Housing Provisions. All single-family, duplex, or triplex dwelling usesdwelling may be allowed to construct one (1) additional ADU above the allowed quantity in subsection 7-4-6(A)(2)~~(ab)~~ when the ADU is income-restricted ~~to moderate to low income residents only~~, pursuant to this subsection.

(i) Affordable Housing Covenants and Restrictions. ~~The Town encourages the growth of affordable housing in all residential areas. To provide affordable housing units on private property, the~~The property owner shall record a restrictive covenant with the Ouray County Clerk and Recorders’ office that includes the following provisions:

a. Area median income (AMI). ~~The covenant shall identify the AMI limitations placed on the unit.~~The income range shall be equal to or less than 150 percent AMI for Ouray County as determined by the US Department of Housing and Development or US Census.

b. Income-restricted units. Describe the quantity of income-restricted units, their square footage, and bedroom count.

c. Compliance report and leasing period. ~~include the~~The duration of the tenant’s lease. Upon reasonable request by the Town of Ridgway or Ouray County, the property owner shall submit a compliance report outlining how the restricted units comply with covenant requirements.

d. Income verification and rent limitations. Provide the method for determining tenant income and calculating the rent limitations for each income-restricted unit.

(ii) All dimensional standards of the underlying zone district shall still be met.

(iii) In no case shall there be more than two (2) ADU’s on any one parcel.

(b) Landscaping. When a property owner requesting an ADU meets one of the applicable water conservation standards below, the proposed ADU may increase its maximum gross floor area by up to ten (10) percent without an administrative adjustment.

- (i) The proposed live ground cover does not include more than 750 square feet of turf or;
- (ii) The proposed landscape area has a minimum of eighty (80) percent non-live ground cover.
- (c) Sustainable construction methods. When an applicant meets the applicable sustainable construction standards as set ~~out~~forth below, the proposed ADU may exceed the maximum gross floor area by two hundred (200) square feet.
 - (i) The proposed construction is certified by a professional sustainable construction organization~~;~~;
 - (ii) The applicant provides proof of energy efficient design that exceeds industry standards from a certified construction professional~~;~~ and
 - (iii) The applicant sources fifty (50) percent of the construction materials from the State of Colorado.

~~(4)~~ Ownership and Occupancy.

~~(a)~~ One of the dwelling units on the property must be, and remain, owner-occupied.

~~(b)~~(4) A minimum of a ninety (90) day rental period The following shall be required by written lease~~met~~ for any proposed or existing ADU within the Town of Ridgway:

~~(e)~~(a) _____ The ADU, principal residential unit(s), and the lot or parcel upon which they are located, shall remain in undivided ownership.

(b) An ADU may be used as a Short-Term Rental provided it complies with all provisions of RMC Section 7-4-6(N), Short Term Rental Regulations, and Section 8-5, Short-term Rentals.

(c) A minimum of a ninety (90) day rental period shall be required by written lease for an ADU, unless the ADU is owner-occupied.

(5) Utilities

~~(a)~~ The ADU(s) should be served off of the water ~~or~~and sewer tap for the principal residence, in which case it shall not be subject to additional tap fees.

(a)

AGENDA ITEM #20



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: December 6, 2024
Agenda Topic: **Adoption of the 2025 Five- and Ten-Year Capital Improvement Plans**

ACTION BEFORE COUNCIL:

Council is asked to review and adopt the 2025 Five- and Ten-Year Capital Improvement Plans.

SUMMARY:

Please find attached the 2025 Five- and Ten-Year Capital Improvement Plans. Both plans are organized by fund and outline a schedule of public expenditures. The plans provide for large, physical improvements that are permanent in nature that are needed for the functioning of the community, including parks, infrastructure, utilities, and municipal facilities improvements.

RECOMMENDED MOTION:

Once Council has finalized its review and provided any modifications, the appropriate motion to be considered is: "I move to adopt the 2025 Five- and Ten-Year Capital Improvement Plans."

ATTACHMENT:

2025 Five- and Ten-Year Capital Improvement Plans

5 Year Capital Improvement Project
2025-2029 **General Fund**

Project	Estimated Cost	Budget Line Item
North Amelia Street Construction Project	\$2,000,000	
South Amelia Street Construction Project	\$2,000,000	
Acquisition of South Railroad Street Right-of-Way		
Master Plan Implementation		
Heritage Park - Construction Documents	\$40,000	719POO
Hartwell Park - Playground Structure	\$400,000	775POO
Purchase of an Affordable Housing Unit for Employee Housing		
Intersection Treatment at N. Railroad St. and Highway 62		
Valley Pans in Solar Ranch Subdivision (project to be phased by street @ \$100,000 each)	\$300,000	663GO2
Sidewalk on Clinton Street near Elementary School		
Resurface tennis and basketball courts at Athletic Park	\$40,000	775POO
Town Hall Assessment & Design for Reconfiguring	\$35,000	514GOO
Athletic Park Phase 2 - Construction and Engineering Documents	\$125,000	719POO
Replace Truck in Parks & Water Department (split 75/25)	\$30,000	772POO
Purchase of Property in River Park Subdivision	\$80,000	572GOO
Patrol Vehicles for Marshals Dept (2)	\$183,800	870GO3
Backhoe (JD 410) to Replace JD 310 (split 3 funds)	\$56,667	672GO2
Community Survey	\$30,000	514GOO
Wayfinding Plan - Implementation	\$100,000	514GOO
Hartwell Park Restrooms - Expand, Update, Security	\$90,000	775POO
Green Street Park - Master Plan Construction Documents	\$30,000	719POO
Total Expenditures in 2025	\$760,467	
Note: a yellow line delineates an item included in the 2025 Fiscal Year Budget		

5 Year Capital Improvement Project
2025-2029 Water Fund

Project	Estimated Cost	Budget Line Item
Water Conservation Plan / Basin Protection Implementation	\$25,000	
Video Inspection of Transmission Lines	\$57,500	
Second River Crossing of Lines	\$150,000	
Water Storage Tank Painting (2029)		
Increase Storage East of the Uncompahgre River	\$750,000	
Replace Module Membrane at Water Plant	\$150,000	
Beaver Creek Diversion Project - restore head gate (paid by loan and grants)	\$8,000,000	CP2400
Water Line Replacement- Wtr Plant to Moffat St (paid by loan and grant)	\$1,035,000	CP2202
Repair Flow Measuring Devices at Ridgway Ditch and Lake O	\$50,000	931WOO
Replace Truck in Parks & Water Department (split 75/25)	\$10,000	972WOO
Backhoe (JD410) to Replace JD310 (split 3 funds)	\$56,667	972WOO
Total Expenditures in 2025	\$116,667	
Note: a yellow line delineates an item included in the 2025 Fiscal Year Budget		

5 Year Capital Improvement Project
2025-2029 Sewer Fund

Project	Estimated Cost	Budget Line Item
Emergency Generator	\$80,000	932500
Fine Bubble Diffuser System or Replace Aeration	\$425,000	931500
Preliminary Needs Assessment and Design of Treatment Plant	\$74,375	914500
Install Discharge Pipe	\$15,000	931500
Backhoe (JD410) to Replace JD310 (split 3 funds)	\$56,667	972500
Reserves for Wastewater Treatment Plant Improvements	\$100,000	
Biosolid Removal from Wastewater Treatment Ponds	\$150,000	978500
Total Expenditures in 2025	\$396,042	
Note: a yellow line delineates an item included in the 2025 Fiscal Year Budget		

10 Year Capital Improvement Project
2025-2035 **General Fund**

Project	Estimated Cost	Budget Line Item
Dennis Weaver Memorial Park - Vault Restroom Facility		
Heritage Park - Plan Implementation with Visitor's Center Improvements	\$1,000,000	
Heritage Park - ADA Restroom	\$130,000	
Rollans Park - Restoration Project & In-Stream Improvements		
Dog Park		
Improve Drainage at Park-n-Ride Lot at Fairgrounds		
Chip Seal or Hard Surface Streets Throughout Town		
Stormwater Drainage Improvements		
Acquisition of Two Blocks of N. Laura Street for Right-of-Way		
Pedestrian Crossing Over/Under Pass on Highway 550		
Install Sidewalks Throughout Town		
Uncompahgre RiverWay Trail - Regional Partnership to Connect Montrose to Ouray		
Scanning and Electronic File Management Plan		

10 Year Capital Improvement Project
2025-2035 **Water Fund**

Project	Estimated Cost	Budget Line Item
Water Utility Augmentation (increase reliable water supply)	\$750,000	
Presedimentation Ponds Improvements and Piping	\$250,000	
Increase Capacity by the Lake Outfall (400' of 12" Line)	\$45,000	
Dallas Ditch Water into Cottonwood Creek		
Extend Water Mains Downtown (as needed)		
Micro Hydro Construction	\$1,000,000	
Develop Hydraulic Model of Distribution System	\$50,000	
Feasibility Study of Expansion of Water Treatment Plant		
Expansion of Water Treatment Plant	\$1,000,000	

10 Year Capital Improvement Project
2025-2035 Sewer Fund

Project	Estimated Cost	Budget Line Item
Lift Station Equipment Replacement		
Upgrade the Treatment System (when loading reaches 80% of approved design capacity - 0.194 MGD and 400 ppd of BOD)	\$100,000	
Mechanical Wastewater Treatment Plant	\$7,500,000	

AGENDA ITEM #21



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: December 11, 2024
Agenda Topic: **Adoption of the 2025 Strategic Plan**

ACTION BEFORE COUNCIL:

Council is asked to review, make changes if necessary, and adopt the 2025 Strategic Plan.

SUMMARY:

Please find attached the 2025 Strategic Plan. The Strategic Plan is an effective policy document and a primary tool in implementing the Master Plan, other adopted plans and special projects of the Council. Once adopted, the Strategic Plan informs the community of near and longer-term directive actions and investments planned by the Council, and it provides clear direction to Town staff for preparing the budget and developing work plans that detail the timing and approaches to complete the work. While it does not account for all Town Council direction, unforeseen needs or opportunities, other day-to-day or prioritized internal staff work, or other matters on Council agendas, it does set forth major undertakings through the planning horizon.

RECOMMENDED MOTION:

Once Council has finalized its review and provided any modifications, the appropriate motion to be considered is: "I move to adopt the 2025 Strategic Plan."

ATTACHMENT:

2025 Strategic Plan

TOWN OF RIDGWAY

2025 STRATEGIC PLAN

COMMUNITY VISION

Ridgway is a vibrant, welcoming, and community-minded small town situated in a beautiful mountain valley. We are diverse in age, background, and economic means. We share a deep connection to the outdoors, the lifelong pursuit of learning, and our railroad, ranching, and creative cultures. We are committed to being economically and ecologically sustainable.

COMMUNITY VALUES & GOALS

Achieving our vision will require us to strive to maintain certain aspects of Ridgway that the community values today, while recognizing that we will need to adapt in the face of a certain amount of growth and change over the next ten to twenty years. Our ability to adapt successfully will require a continual focus on—and balance between—five community values: healthy natural environment, sense of community and inclusivity, small town character and identity, vibrant and balanced economy, and well-managed growth.

Community Value 1

Healthy Natural Environment

From the Uncompahgre River to the Sneffels and Cimarron mountain ranges, Ridgway’s incredible natural surroundings, and the recreational opportunities they provide, are some of the top reasons residents choose to live in our community. Protecting both the scenic values and ecological functions of natural areas in and surrounding Ridgway through responsible environmental practices is something the community values strongly. Ridgway must grow in a way that is attuned to its natural environment to protect these valuable resources. Ridgway residents must also be aware of the changes to our local environment that could arise as a result of climate change.

Goals:

ENV-1: Preserve, protect, and restore natural habitats, including for wildlife and ecosystems.

ENV-2: Strengthen the Uncompahgre River corridor as a community asset and environmental resource.

ENV-3: Proactively manage and protect Ridgway’s water resources.

ENV-4: Advocate for the efficient use of resources and sustainable practices that work to eliminate harmful impacts to the health of the community or natural environment.

ENV-5: Maintain a healthy and resilient community forest.



	Healthy Natural Environment: 2025 Strategies	Responsible Party
1	Pursuant to the Lead and Copper Rule Revisions, annually notify consumers of their service line material if it is determined to be lead, galvanized requiring replacement, or lead status unknown.	Manager/PW
2	Advance goals of the Town's Source Water Protection Plan including working with Ouray County on setbacks to the Town's water supplies in the unincorporated areas of Ouray County.	PW/Manager
3	Review and modify the Water and Sewer regulations found in RMC 9 -1.	Manager/Eng.
4	Ensure the cost of water is understood and user fees are in line with costs.	Manager/Eng.
5	Pursue appropriate actions to change the newly acquired water rights to municipal and augmentation purposes.	Attorney/Eng./Manager
6	Make available educational materials on radon mitigation, and water and energy conservation, and periodically communicate this information via the Town website and other communication channels.	Building
7	Participate on the Sneffels Energy Board and work with the Board and EcoAction Partners to implement the objectives and supporting actions detailed in the <i>San Miguel & Ouray County Regional Climate Action Plan</i> in order to help our community continue to reduce our greenhouse gas emissions from our 2010 GHG emissions baseline.	Manager
8	Continue working with Ouray County Vegetation Management on implementation of the Town’s Integrated Weed Management Plan and to manage weeds in Ridgway more aggressively. Continue following the policy set forth in Resolution No. 22-01, Amending the Policy Relative to Noxious Weed Management. The policy now allows for the application of chemical-based herbicides when deemed necessary by Town staff and Ouray County Vegetation Management personnel, as long as the application falls in line with the Chemical Application and Protocol Recommendations found in the Integrated Weed Management Plan.	Manager/PW
9	Implement the agreed upon action items for 2025 identified in the Town’s Growing Water Smart Action Plan. This includes purchasing and installing smart irrigation controllers.	Manager/PW
10	Support and promote the Sustainability Advisory Board as members work to, among many other things, advance and encourage environmentally sustainable practices and ideas within the Town. Some of the priorities and work plan items for 2025 may include: <ul style="list-style-type: none"> Advise the Town to adopt a resolution formally establishing a net-zero goal to be achieved by 2030. Once in place, explore initiatives to promote within the community. Establish a “road map” to net zero. 	Manager

	<ul style="list-style-type: none"> • Provide quarterly progress updates to the Town Council. • Draft and recommend adoption of idle-free (i.e., no idling) regulations. • Organize and hold two educational outreach meetings/public engagement events in 2025 to promote SAB educational campaigns. • Participate on the Sneffels Energy Board Energy Code Cohort by working with EcoAction Partners, Lotus Engineering & Sustainability and NORESO to align our region on an approach and code package for 2024 International Energy Conservation Code adoption (this includes the model electric and solar ready code). • Evaluate establishment of a goal/date for all new construction projects to be all-electric. • Work to decrease festival and event waste by encouraging local management contracts and event organizers to provide for composting, recycling, etc. at Ridgway events. • Evaluate and recommend options for instituting incentives/rebates for residential and commercial participation in local composting programs. • Increase local organic/natural food production and consumption. • Evaluate and recommend options for instituting a turf replacement program that could include rebates or incentives. • Explore identifying where wildlife corridors are and possibilities for mitigating speeding on US 550 and SH 62. Explore deployment of additional signage. 	
11	Work with SMPA to install a microgrid on the roof of Ridgway Space to Create to achieve redundant backup power for the Decker Community Room. Assist SMPA as they explore grant funding opportunities like the Microgrids for Community Resilience Program through the Colorado Department of Local Affairs.	Manager
12	Identify a consultant to develop construction-level documents for the improvements identified in the Green Street Sustainability Park Master Plan.	Manager
13	Make available educational materials on tree species recommendations and the Town’s landscape regulations to encourage water conservation and require low water usage landscaping or xeriscaping.	Planner/Building
14	Perform state-mandated requirements for backflow prevention and cross-connection control outreach, reporting and tracking.	Manager/PW
15	Research and develop regulations or a policy specific to grease traps.	Manager/PW
16	Install water meter at water tanks.	PW
17	Develop a Preliminary Needs Assessment that makes recommendations for improvements to the current wastewater treatment system and identifies future needs.	Eng.
18	Remove gravel from Uncompahgre River in Rollans Park and continually improve the area.	PW
19	Evaluate results of <i>Uncompahgre River Corridor Ecological Assessment and Technical Report</i> and explore implementation of the recommended restoration opportunities and river management actions.	Manager/PW
20	To support operations and when needed, acquire roll-off bins for green waste and composting from local companies that manage organic waste.	PW
21	Ensure the Town’s responsibilities, as described in <i>Resolution No. 21-09 Rights of Nature</i> , are met, and ensure good stewardship of the Uncompahgre River, its tributaries, and its watershed.	Manager
22	Host annual Town Cleanup Day event and Adopt-A-Highway Cleanup events.	Manager/PW

Community Value 2

Sense of Community & Inclusivity

Another aspect of living in Ridgway that residents highly value is the community, its inclusivity, and its diversity. Ridgway’s residents represent a range of age groups, income levels, cultures, lifestyles, and political persuasions, and describe each other as friendly, welcoming, and close-knit. Residents also value how the community comes together in times of crisis or need to help one another. This strong sense of community is also demonstrated in how engaged residents are with Town affairs. Trends like increasing housing costs and a lack of affordable childcare make it difficult for many people to live in Ridgway. Looking to the future, residents would like to see Ridgway remain a diverse and inclusive community, not one that is homogeneous and unwelcoming of “others.” Residents want to avoid the kinds of changes that have occurred in other small mountain towns, such as an influx of second homeowners.



Goals:

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

COM-2: Encourage a diversity of housing options that meet the needs of residents.

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

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

COM-5: Encourage a range of health, human, youth, senior, and other community services in Ridgway.

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

COM-7: Provide public safety and emergency response services to engage and protect the community.



	Sense of Community and Inclusivity: 2025 Strategies	Responsible Party
1	Continue the process of equipping the Decker Community Room to increase versatility and for use by a variety of user groups.	Community Initiatives/Manager
2	Complete the next series of planning projects for 2025, as recommended by the Planning Commission. These include: <ul style="list-style-type: none"> • Draft and codify the regulations for Section 7-7 of the Ridgway Municipal Code titled, "Affordable Housing". • Review and consider updates to the Town's Short-Term Rental Regulation in Section 7-4-6(N) of the Ridgway Municipal Code. • Review and update, if necessary, the Town of Ridgway Master Plan. 	Manager/Planner
3	Continue efforts on workforce housing. Now that the Town has determined its baseline amount of affordable housing units and has formally filed a commitment with the Division of Housing to opt in to Proposition 123, the Town should explore and potentially pursue funding programs that will help increase the affordable housing stock above the baseline amount. Continue regular communication with regional partners.	Manager
4	Organize and facilitate one regional law enforcement training opportunity.	Marshal
5	Complete training with the Ouray County Sheriff's Office and City of Ouray Police Department to improve skills and foster good relations across the jurisdictional departments.	Marshal
6	Support the Ouray County Victim Services Program to grow and promote the Program/victim advocacy and victim's rights.	Marshal
7	Promote the Athletic Park Pavilion as a Town facility and community amenity that is available for rent.	Manager/Clerk
8	Work with Ouray County Plaindealer staff to continue monthly newspaper advertisements to showcase what's going on at the Town of Ridgway and opportunities for citizens to get more involved.	Manager
9	Continue through the process to acquire a recreational trail path between Ridgway Secondary School and River Park Subdivision.	Manager
10	Conduct a community-wide survey to gauge citizen and business opinions regarding services, activities and direction of the Town.	Manager
11	Replace audio system in Community Center for public meetings.	Clerk/Manager
12	Evaluate implementing shorter terms for members of the Planning Commission.	Planner/Manager
13	Consider next steps, including surveying, for potentially vacating an undeveloped section of N Elizabeth St. right-of-way.	Manager
14	Research and evaluate stipend amounts for members of the Town Council and Planning Commission.	Manager

Small Town Character & Identity

Although they may differ on how to define “small town character,” residents feel strongly that it’s a key part of Ridgway’s identity. This small town character is evident in the size of the community, the slower and more laid back pace of life, the unpaved streets, the surrounding ranch land and associated activities, the ability of residents to easily walk from one end of town to the other, and the many activities and businesses that are geared toward locals. Although these characteristics are common among many small towns across Colorado, Ridgway stands out from other tourism-dependent communities as a town that relies on tourism to some degree—but retains its commitment to locals and still feels very much like a “real” community. Beyond small town character, this feeling is derived from a blend of Ridgway’s historic past as a western railroad town, its ranching and agricultural community, its proximity to the mountains and outdoor recreation, and its Creatives and innovative entrepreneurs.

Goals:

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

CHR-2: Protect and preserve Ridgway’s historic assets.

CHR-3: Promote Ridgway’s identity as a ranching and agricultural community and preserve the rural character of landscapes surrounding Ridgway.

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

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

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

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



	Small Town Character and Identity: 2025 Strategies	Responsible Party
1	Expand community outreach and information sharing efforts.	Manager/Community Initiatives
2	Further implementation of the <i>Ridgway Visitor Center & Heritage Park Master Plan (Amended June 2022)</i> via the phased Implementation Plan that staff developed and presented to Town Council on September 14, 2022. Continue exploring grant funding opportunities to bring the improvements to fruition.	Community Initiatives/Manager
3	Partner with GOCO on a Youth Corps project.	PW/Manager
4	Lead <i>Ridgway Fuse, A Colorado Creative Main Street Program</i> in implementing priority Council initiatives and supporting the Ridgway Creative District and Ridgway Main Street programs. Continue efforts to Connect, Gather, Build, Share and Organize via the collectively agreed upon work plan.	Community Initiatives
5	Generate promotional pieces that communicate the Ridgway Creative District’s and Main Street Program’s value to the community, objectives, and invite potential partnerships and collaboration. Continue efforts to bolster and enhance the Ridgway Fuse website and its functionality.	Community Initiatives
6	Support and promote the Youth Advisory Council and provide its membership opportunities for input on Town projects, programs, and events.	Manager
7	Make efforts to educate and inspire residents and visitors about Ridgway’s ranching heritage; provide information about ranching activities that periodically occur in and around Town, such as cattle drives.	Community Initiatives

8	Create and maintain succession plans for all Town staff and standard operating procedures. Plan accordingly for the retirement of the current Building Official in the first quarter of 2025.	All Departments
9	Evaluate ways and funding opportunities to advance the various phases of the Ridgway Athletic Park Master Plan. Proceed with the next phase of the Master Plan by retaining a consultant to develop construction-level documents for the baseball fields and pickleball courts.	Manager
10	Complete the Public Art Component (i.e., mural) Project on the Artspace Ridgway Space to Create Building.	Community Initiatives/Manager
11	Reevaluate the fee schedule for private use of the Athletic Park Pavilion Concession Area.	Clerk/Manager

Community Value 4

Vibrant & Balanced Economy

Ouray County’s economy is largely centered on service industries oriented towards tourism, particularly industries such as food services and accommodation. While Ridgway’s reliance on tourism is somewhat less than the County, it is still subject to seasonal fluctuations in business activity. These service jobs tend to pay low wages that make it even more difficult for those who work in Ridgway to live here as well. Residents expressed a strong desire to diversify the local economy and to create well-paying, full-time, year-round jobs. Through its participation in the Main Street and Creative District programs, the Town has been active in promoting community and economic development in recent years. While a number of businesses and Creatives have chosen to base their operations in Ridgway for quality of life reasons, many employers struggle to hire qualified employees, find space as they grow, market their creations, and face other challenges. Larger shifts in the national economy towards telecommuting mean that workers no longer need to physically commute to an office. With fast internet speed, residents will increasingly be able to pursue job opportunities and careers in industries not currently located in Ridgway. Alternatively, home-based entrepreneurs will be able to access customers or clients located around the globe.



Goals:

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

ECO-2: Support the retention and expansion of local businesses.

ECO-3: Balance the need to preserve the quality of life for residents with business needs.

	Vibrant and Balanced Economy: 2025 Strategies	Responsible Party
1	Continue participation in local and regional broadband initiatives, including connecting local government and anchor institution buildings.	Manager
2	Plan, organize, and manage Summer Concert Series and Love Your Valley event.	Clerk
3	Plan, organize, and manage Ridgway Independent Film Festival and other Ridgway Fuse events.	Community Initiatives
4	Partner with Colorado Creative Industries to further develop and grow the Ridgway Creative District, including consideration of feedback and recommendations from Ridgway Fuse; provide training and educational opportunities for members of Ridgway Fuse.	Community Initiatives
5	Partner with the Department of Local Affairs on the Main Street Program and implement priority recommendations from the Main Street Downtown Assessment focused on economic restructuring, design, organization, and promotions.	Community Initiatives
6	Oversee and manage downtown streetscape maintenance and landscaping; maintain and replace trees as needed; maintain landscaping at Heritage Park; maintain planter boxes and landscaping around Town Hall and Hartwell Park.	PW

7	Establish policy to govern how Lodging Tax revenues intended to support affordable and workforce housing and childhood care and education efforts are distributed. This may include the development of an application process with criteria and reporting requirements.	Manager
8	Expand efforts to improve wayfinding around Town. This may be achieved by updating and implementing the Town’s Signage & Wayfinding Plan or installing a banner structure over SH62.	Manager

Community Value 5

Well-Managed Growth

Based on projections in the Community Profile, Ridgway is expected to add between 150 and 700 new residents by 2050. In addition, growth in the surrounding region—which includes Ouray, Montrose, and San Miguel counties—will continue to have direct and indirect impacts on Ridgway’s housing, transportation system, environment, and quality of life. Growth limitations in the City of Ouray and Ouray County will further amplify growth pressures on the Town of Ridgway. Uncertainty regarding the extent of and potential impacts of future growth are of critical concern to the community. However, Ridgway has the ability through its policies and regulations, intergovernmental agreements, and other tools to help inform where and how growth will occur in the future, the types of growth the community would like to see, and guide the character and form of future development.

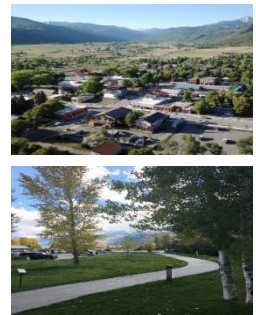
Goals:

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

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

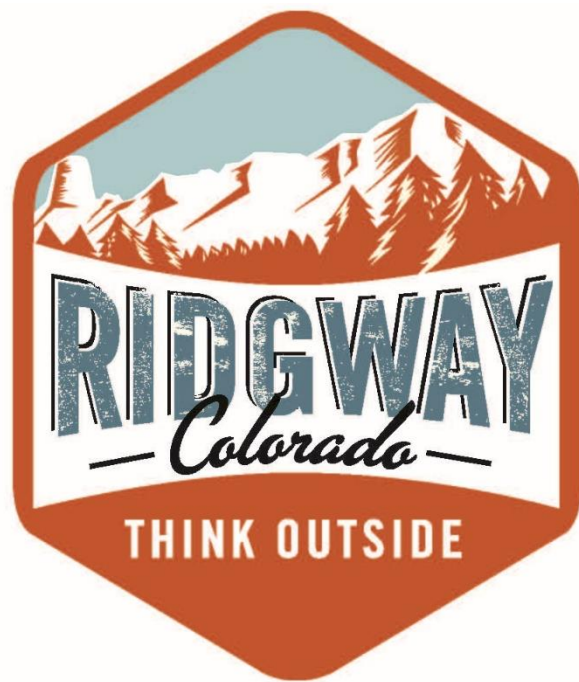
GRO-3: Proactively mitigate natural and human-made hazards.

GRO-4: Develop a safe and efficient multi-modal transportation system, balancing needs of all users.



	Well-Managed Growth: 2025 Strategies	Responsible Party
1	Participate in regional transportation initiatives including the Gunnison Valley Transportation Planning Region (GVTPR) and the Ouray County Transit Advisory Council, as appropriate.	Manager
2	Continue working with the City of Ouray, Ouray County, and All Points Transit to continue and improve upon the Ouray commuter route that connects Montrose, Ridgway and Ouray.	Manager
3	Assist Ouray County and their selected contractor to continue developing the Hazard Mitigation Plan and Community Wildfire Protection Plan.	Manager
4	Retain a consultant to conduct a Housing Needs Assessment.	Planner/Manager
5	Continue working with Ouray County and the City of Ouray to explore the notion of retaining a joint housing administrator to assist with tasks like deed restriction management, homebuyer education and grant writing/administration.	Manager
6	Retain a consultant to conduct a signal/traffic study at N. Railroad St. and Sherman St. to determine appropriate intersection treatments (e.g., turning lane, traffic signal, roundabout, etc.).	Manager/Eng.
7	Identify and pursue ways to improve upon/overhaul the Town’s GIS system to make it current and more user friendly.	Planner/PW/Manager
8	Develop and organize volunteer efforts, focused on procedural rules, expectations, purpose, etc. for Council appointed commissions, boards, committees and task forces.	Manager/Community Initiatives
9	Implement measures to address deficiencies and ensure Wastewater Treatment Plant consistently meets permit limitations and other terms and conditions of its permits.	Manager/PW/Eng.
10	Expand efforts on official record and electronic file organization.	Manager/Clerk
11	Implement Asset Management Plan for all departments	Clerk
12	Update the Town’s Street Lighting Plan.	Manager

13	Address access to Ridgway Ditch and adjacent development, including building and septic setbacks, Ditch access, and land use opportunities with Ouray County to protect the Ditch.	Eng./Manager/PW
14	Complete the Ductile Iron Pipe Replacement Project (i.e., replacement of water line segment from just below the Water Treatment Plant to Moffat St.).	Eng./Manager/PW
15	Complete the Beaver Creek Diversion Restoration Project.	Manager/Eng./PW
16	Explore grant funding opportunities that would provide for major improvements to the Ridgway Ditch and Lake O in ways that would allow the Town to receive additional water and mitigate system loss (i.e., piping portions of the Ridgway Ditch). Repair and install additional flow measuring devices along Ridgway Ditch and at Lake O.	Manager/Eng.
17	Investigate how to access potential funding opportunities for water-related projects (i.e., monitoring and improvements to the Town's water supply system) under the Infrastructure Investment and Jobs Act or through state funding options such as Colorado Water Plan grants or Gunnison Basin Roundtable grants.	Manager
18	Replace hydrants and valves, as needed, on water distribution system.	PW
19	Make improvements to the restrooms in Hartwell Park.	PW/Manager
20	Complete the final phase of the water meter replacement program in the early part of 2025.	PW
21	Complete transition from chlorine dioxide treatment to Granular Activated Carbon filtration alternative at water treatment plant.	PW/Eng./Manager
22	Complete sewer line camera and root abatement work; remove contact chamber sludge; remove biosolids/sludge from lagoons.	PW
23	Employ methods to better manage traffic flow and safe speeds; further explore additional advisory signage, temporary pedestrian signage, and street devices to mitigate speeding vehicles on westbound and eastbound Hwy 62 and other areas of town. Explore engineering and installing a banner structure over SH62.	Marshal/PW



AGENDA ITEM #22

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

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

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

WHEREAS, the Town Manager issued an Order Declaring a Local Disaster (the “Order”) on August 14, 2024; and

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

WHEREAS, on August 14, 2024, the Town Council extended the Declaration of a Local Disaster to September 12, 2024; and

WHEREAS, on September 11, 2024, the Town Council extended the Declaration of a Local Disaster to October 10, 2024; and

WHEREAS, on October 9, 2024, the Town Council extended the Declaration of a Local Disaster to November 14, 2024; and

WHEREAS, on November 13, 2024, the Town Council extended the Declaration of a Local Disaster to December 12, 2024; and

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

WHEREAS, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures; and

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

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

WHEREAS, pursuant to C.R.S. § 24-33.5-709(1), any order declaring, continuing, or terminating a local disaster "shall be given prompt and general publicity and shall be filed promptly

with the county clerk and recorder, the [Town] clerk ... and with the office of emergency management"; and

WHEREAS, the Town has suffered from significant moisture, monsoonal events, and other hazards that have caused severe damage to public property and disruption to municipal water supply and utility service, and the Town is suffering and has suffered a disaster emergency as defined in the Act; and

WHEREAS, the Town is now in need of assistance from subject matter experts and outside agencies and governments to assess, collect, and report damages that have been incurred by the municipal water system and any other critical infrastructure; and

WHEREAS, the Town is also in need of assistance for restoration and recovery considerations and operations, and the Town intends to work collaboratively with Ouray County to achieve all objectives, including communicating to stakeholders and members of the public.

NOW, THEREFORE, IT IS HEREBY ORDERED on this 11th day of December 2024, that the disaster emergency that was declared in and for the Town of Ridgway beginning on August 14, 2024, is extended to January 9, 2024, unless further extended or amended by action of the Town Council for the Town of Ridgway.

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

APPROVED BY THE TOWN COUNCIL ON THIS 11th DAY OF DECEMBER 2024.

John I. Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

AGENDA ITEM #23



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: December 6, 2024
Agenda Topic: Review of Memorandum of Understanding between Ouray County and Town of Ridgway regarding 2025 Operational Funding Requests, Road and Bridge Apportionment from County to Town, and Future Goals

SUMMARY:

For many years, the Town of Ridgway and Ouray County have entered into an annual Memorandum of Understanding (MOU) regarding annual Operational funding requests, Road and Bridge apportionment from the County to the Town, and future goals. The executed MOU for FY2024 is appended to this memo as Attachment 1.

As specified in the MOU, the parties agree to review the MOU in the later months of each year for revision and reconsideration for the subsequent budget year. Appended to this memo as Attachment 2 is a draft MOU for the 2025 budget year.

ATTACHMENT:

Attachment 1 – 2024 MOU
Attachment 2 – Draft 2025 MOU

ATTACHMENT 1

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OURAY COUNTY and TOWN OF RIDGWAY**

**RE: 2024 Operational Funding Requests,
Road and Bridge Apportionment from County to Town, and
Future Goals**

THIS MEMORANDUM OF UNDERSTANDING is entered into this 1st day of January, 2024, by and between the Town of Ridgway, State of Colorado; hereinafter referred to as "Town" and the County of Ouray, State of Colorado, hereinafter referred to as "County".

WHEREAS, the Town and the County agree that it is in the best interest of the constituency to work together on various efforts; and

WHEREAS, the Town and the County are authorized by C.R.S. 29-1-203 to enter into agreements to provide or share and cooperate on functions, services and facilities; and

WHEREAS, the Town and the County recognize that the tasks and objectives of this Memorandum of Understanding are aspirational in nature rather than binding contractual commitments; and

WHEREAS, the collaborative efforts listed in this MOU may not all be accomplished in 2024 and may be multi-year efforts for the Town and the County.

NOW THEREFORE, the Town and County agree to share and cooperate on the following matters, in consideration of the mutual budget request listed below:

1. OPERATIONAL FUNDING REQUESTS:

The Town is requesting funding from the County for the following:

Ridgway Mosquito Control: \$8,000.00 (cash payment)

The Town will provide the County with a written report indicating the locations treated, dates, etc.

The County is requesting funding from the Town for the following:

Wireless Emergency Notification System/Emergency Management Services and Emergency Public Telecommunications (Repeater/Antenna Mgt. and Repair): \$6,000 (cash payment)

Participation in the development of a County-wide Evacuation Plan: \$13,933.33 (cash payment) [Total cost is approximately \$41,799.99 split three ways (City/Town/ County)]

Sharing the cost of the Bureau of Reclamation water lease: \$3,750 (cash payment) [Total cost is \$15,000 split four ways (County/Town/CFP Grant/OCWUA)]

2. ROAD AND BRIDGE APPORTIONMENT TO TOWN FROM COUNTY:

Road and Bridge Apportionment Payment: \$45,935.96 (cash payment)

3. FUTURE GOALS:

Both parties agree to work together in good faith towards the following:

The Town desires:

- The ability to continue purchasing aggregate material from the County in future years if available.
- To work collaboratively with the County to pursue and implement the goals and action items identified for Town and County collaboration in the Town's 2019 Master Plan

The County desires:

- Support from the Town for future improvements to Ouray County's 37-acre property located adjacent to the Town of Ridgway. Such improvements may include: electricity upgrades, water line upgrades to the existing water service line to improve water quality and water flow, the ability to connect to the Town's sewer system in the future for future facility improvements and construction of a satellite County facility
- Continued limited use of the non-potable water for periodic watering of the grounds at the Ouray County Fairgrounds facility
- Support and input from the Town concerning the County's Master Planning process
- Participation in the Multi-Jurisdictional, Multi-Hazard Plan (County lead agency and Fiscal Agent)

ATTACHMENT 1

- Participation in Community Wildfire Protection Plan (County lead agency and Fiscal Agent)

2024 Collaborative Efforts:

- Support each entity's grant efforts
- Have Town/County meetings as needed
- Collaborate on regional environmental sustainability efforts, including participation on the Sneffels Energy Board
- Affordable Housing: Collaborate on building new permanently-affordable rentals and for-sale homes, improving existing affordable housing.
- Affordable Housing: Collaborate on workforce housing efforts and initiatives, including but not limited to establishing goals, partnerships, funding, and communications, and consider incorporating workforce housing into future public buildings and facilities
- Affordable Housing: Collaborate with other jurisdictions in the region to inform state leadership (legislators and governor) of the significantly limited resources in the region and the need to develop state-level legislative solutions, such as removing existing restrictions on the use of real estate transfer tax (RETT) and/or removing rent control restrictions in state statute and funding a state trust fund
- Work together on strategies and planning regarding water resources for all county stakeholders
- Work together on regional and intra-county broadband efforts
- Support the utilization of Emergency notification system as needed
- Work collaboratively with Multi-Agency Coordination Group on emergency management
- Develop and maintain a local emergency response and management plan, as well as a plan for the continuation of government operations during and following an emergency event.
- Collaborate on Dispatch Services for the benefit of the entire County
- Collaborate to advance the efforts of the Ouray County Victim Services Program.
- Work together on regional transportation including Park-n-Ride(s) improvements, collaboration on planning, funding and development of the Uncompahgre RiverWay Trail from Ouray to Montrose, and implementation of the Ouray County Workforce Transportation Project.
- Cooperate on vegetation and pest management
- Explore opportunities for mental health support and outreach
- Maintain IGA with the County to continue to protect surrounding rural lands
- Work together on wildfire mitigation efforts
- Work together to regulate uses or activities allowed within or adjacent to the Town's Source Water Protection Area to reduce the risk of pollution or other contaminants entering the Town's water supply and ensure the Town has access as needed, and including establishing development setbacks to the Ridgway Ditch
- Collaborate on outreach and communications with property owners who have properties encumbered by the Ridgway Ditch and that are located within the Town's Source Water Protection Area
- Work collaboratively on severance tax/mining industry issue to encourage housing within Ouray County and its municipalities
- Work collaboratively towards optimizing revenues from mining production
- Work collaboratively to share Short Term Rental / Enforcement information and work collaboratively on policies for Short Term Rental / Enforcement
- Agree to provide courtesy agenda notifications and packet items for information and packet-sharing for topics or land use proposals of mutual interest that may affect both the City and County
- Continue to collaborate on balancing recreation, conservation, and working lands through the ORRCA Project

Future Collaborative Efforts:

- Work together on childcare needs within Ouray County
- Work together on county-wide economic development as well as future, potential public health crises
- Multi-modal access through Ridgway USA to County Property
- Work together on improving, hard-surfacing and financing Amelia Street from the north town boundary

ATTACHMENT 1

to the south/west town boundary at County Road 5

- Consider collaboration on a Mosquito Control District
- Prioritize the conservation and preservation of community valued natural resources such as environmentally sensitive areas, view and wildlife corridors, riparian areas and wetlands, river corridor, natural filtration and storm water drainage areas
- Work with Land Trust organizations and other partners to identify opportunities for land preservation
- Work together on potential county-wide recreational master planning process
- Collaborate on management of vehicle traffic that passes through Ouray County between Montrose County and San Miguel County

4. **TERM:**

This Memorandum of Understanding provides for agreement to cooperate and collaborate, as provided herein, for calendar year 2024. The parties agree to review this Memorandum of Understanding in September of 2025 for revision and reconsideration for the 2024 budget year. Both the Town and the County understand and agree that budget requests may or may not be funded and are subject to availability of funds, which availability may be altered by unanticipated events at any time. The Town and the County each agree to work cooperatively on the items specified in good faith, but failure to successfully complete any project will not be grounds for litigation. There is no waiver of governmental immunity by either party.

EXECUTED on this 1st day of January, ~~2023~~ 2024.

TOWN OF RIDGWAY
RIDGWAY, COLORADO



John Clark, Mayor

BOARD OF COUNTY COMMISSIONERS
OURAY COUNTY, COLORADO



Michelle Nauer, Chair

ATTEST:



Pam Kraft, Town Clerk

ATTEST:



Cristy Sulewski, County Clerk and Ex. Officer
By: Deputy Clerk of the Board



ATTACHMENT 2
MEMORANDUM OF UNDERSTANDING
BETWEEN
OURAY COUNTY and TOWN OF RIDGWAY

**RE: 2025 Operational Funding Requests,
Road and Bridge Apportionment from County to Town, and
Future Goals**

THIS MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 2024, by and between the Town of Ridgway, State of Colorado; hereinafter referred to as "Town" and the County of Ouray, State of Colorado, hereinafter referred to as "County".

WHEREAS, the Town and the County agree that it is in the best interest of the constituency to work together on various efforts; and

WHEREAS, the Town and the County are authorized by C.R.S. 29-1-203 to enter into agreements to provide or share and cooperate on functions, services and facilities; and

WHEREAS, the Town and the County recognize that the tasks and objectives of this Memorandum of Understanding are aspirational in nature rather than binding contractual commitments; and

WHEREAS, the collaborative efforts listed in this MOU may not all be accomplished in 2025 and may be multi-year efforts for the Town and the County.

NOW THEREFORE, the Town and County agree to share and cooperate on the following matters, in consideration of the mutual budget request listed below:

1. OPERATIONAL FUNDING REQUESTS:

The Town is requesting funding from the County for the following:

Ridgway Mosquito Control: \$8,000.00 (cash payment)

The Town will provide the County with a written report indicating the locations treated, dates, etc.

The County is requesting funding from the Town for the following:

Wireless Emergency Notification System/Emergency Management Services and Emergency Public Telecommunications (Repeater/Antenna Mgt. and Repair): \$6,000 (cash payment)

Sharing the cost of the Victims Services Program: \$11,475.96 (cash payment) [The total remaining cost not covered by the VOCA and VALE Grants, is \$34,427.87 - split three ways (City/Town/ County)]

Sharing the cost of the Bureau of Reclamation water lease: \$4,820 (cash payment) [The total cost is \$28,920 without the M&I water amount added, and of this amount 50% is reimbursed by a Community Partnership Grant (CFP) with the remainder split three ways [County/Town/OCWUA] equating to \$4,820 each ($\$14,460/3 = \$4,820$)]

Cost-share for Multi-Jurisdictional, Multi-Hazard Plan in the amount of \$798.91 (Cash Contribution)

2. ROAD AND BRIDGE APPORTIONMENT TO TOWN FROM COUNTY:

Road and Bridge Apportionment Payment: \$47,859.62 (cash payment)

3. FUTURE GOALS:

Both parties agree to work together in good faith towards the following:

The Town desires:

- The ability to continue purchasing aggregate material from the County in future years if available.
- To work collaboratively with the County to pursue and implement the goals and action items identified for Town and County collaboration in the Town's 2019 Master Plan

The County desires:

- Support from the Town for future improvements to Ouray County's 37-acre property located adjacent to the Town of Ridgway. Such improvements may include: electricity upgrades, water line upgrades to the existing water service line to improve water quality and water flow, the ability to connect to the Town's sewer system in the future for future facility improvements and construction of a satellite County facility
- Continued limited use of the non-potable water for periodic watering of the grounds at the Ouray County Fairgrounds facility

ATTACHMENT 2

- Support and input from the Town concerning the County's Master Planning process
- Participation in the Multi-Jurisdictional, Multi-Hazard Plan (County lead agency and Fiscal Agent)
- Participation in Community Wildfire Protection Plan (County lead agency and Fiscal Agent)

2025 Collaborative Efforts:

- Support each entity's grant efforts
- Have Town/County meetings as needed
- Collaborate on regional environmental sustainability efforts, including participation on the Sneffels Energy Board
- Affordable Housing: Collaborate on building new permanently-affordable rentals and for-sale homes, improving existing affordable housing.
- Affordable Housing: Collaborate on workforce housing efforts and initiatives, including but not limited to establishing goals, partnerships, funding, and communications, and consider incorporating workforce housing into future public buildings and facilities
- Affordable Housing: Collaborate with other jurisdictions in the region to inform state leadership (legislators and governor) of the significantly limited resources in the region and the need to develop state-level legislative solutions, such as removing existing restrictions on the use of real estate transfer tax (RETT) and/or removing rent control restrictions in state statute and funding a state trust fund
- Work together on strategies and planning regarding water resources for all county stakeholders
- Work together on regional and intra-county broadband efforts
- Support the utilization of Emergency notification system as needed
- Work collaboratively with Multi-Agency Coordination Group on emergency management
- Develop and maintain a local emergency response and management plan, as well as a plan for the continuation of government operations during and following an emergency even.
- Collaborate on Dispatch Services for the benefit of the entire County
- Collaborate to advance the efforts of the Ouray County Victim Services Program.
- Work together on regional transportation including Park-n-Ride(s) improvements, collaboration on planning, funding and development of the Uncompahgre RiverWay Trail from Ouray to Montrose, and sustaining the new OurWay commuter route that connects Montrose, Ridgway and Ouray.
- Cooperate on vegetation and pest management
- Explore opportunities for mental health support and outreach
- Maintain IGA with the County to continue to protect surrounding rural lands
- Work together on wildfire mitigation efforts
- Work together to regulate uses or activities allowed within or adjacent to the Town's Source Water Protection Area to reduce the risk of pollution or other contaminants entering the Town's water supply and ensure the Town has access as needed, and including establishing development setbacks to the Ridgway Ditch
- Collaborate on outreach and communications with property owners who have properties encumbered by the Ridgway Ditch and that are located within the Town's Source Water Protection Area
- Work collaboratively on severance tax/mining industry issue to encourage housing within Ouray County and its municipalities
- Work collaboratively towards optimizing revenues from mining production
- Work collaboratively to share Short Term Rental / Enforcement information and work collaboratively on policies for Short Term Rental / Enforcement
- Agree to provide courtesy agenda notifications and packet items for information and packet-sharing for topics or land use proposals of mutual interest that may affect both the City and County
- Continue to collaborate on balancing recreation, conservation, and working lands through the ORRCA Project

Future Collaborative Efforts:

- Work together on childcare needs within Ouray County
- Work together on county-wide economic development as well as future, potential public health crises

ATTACHMENT 2

- Multi-modal access through Ridgway USA to County Property
- Work together on improving, hard-surfacing and financing Amelia Street from the north town boundary to the south/west town boundary at County Road 5
- Consider collaboration on a Mosquito Control District
- Prioritize the conservation and preservation of community valued natural resources such as environmentally sensitive areas, view and wildlife corridors, riparian areas and wetlands, river corridor, natural filtration and storm water drainage areas
- Work with Land Trust organizations and other partners to identify opportunities for land preservation
- Work together on potential county-wide recreational master planning process
- Collaborate on management of vehicle traffic that passes through Ouray County between Montrose County and San Miguel County

4. TERM:

This Memorandum of Understanding provides for agreement to cooperate and collaborate, as provided herein, for calendar year 2025. The parties agree to review this Memorandum of Understanding in September of 2025 for revision and reconsideration for the 2026 budget year. Both the Town and the County understand and agree that budget requests may or may not be funded and are subject to availability of funds, which availability may be altered by unanticipated events at any time. The Town and the County each agree to work cooperatively on the items specified in good faith, but failure to successfully complete any project will not be grounds for litigation. There is no waiver of governmental immunity by either party.

EXECUTED on this _____ day of _____, 2024.

**TOWN OF RIDGWAY
RIDGWAY, COLORADO**

**BOARD OF COUNTY COMMISSIONERS
OURAY COUNTY, COLORADO**

John Clark, Mayor

Michelle Nauer, Chair

ATTEST:

ATTEST:

Pam Kraft, Town Clerk

Cristy Lynn, County Clerk and Recorder

AGENDA ITEM #24

**PROFESSIONAL SERVICE AGREEMENT BETWEEN
THE TOWN OF RIDGWAY, COLORADO,
AND BO JAMES NERLIN, P.C.**

THIS AGREEMENT (this “Agreement”), made as of the __ day of December 2024, is by and between the **TOWN OF RIDGWAY**, a municipal corporation acting by and through its authorized officers (the “Town”), and **BO JAMES NERLIN, P.C.**, a Colorado Professional Corporation (“Law Firm”).

WHEREAS, the Town and Law Firm intend that Law Firm, as hereinafter specified, shall serve as General Legal Counsel for the Town.

WHEREAS, Bo James Nerlin, shall serve as the primary attorney contact for the Town.

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

SECTION I – TERMS

- A. Effective Date: January 1, 2025.
- B. Term: The term of this Agreement shall be from January 1, 2025 through December 31, 2025 unless either party provides a notice to terminate.
- C. Services and Compensation:
 - 1. Law Firm shall provide general legal services to the Town at a current hourly rate of \$185.00 per hour (the “Town Rate”). Law Firm’s regular hourly rate is \$295.00 per hour (the “Law Firm’s Rate”).
 - 2. Law Firm shall charge the Town Rate, with the exception of fees that are eligible to be charged back to a third party by the Town (“Charge-Back Fees”), out-of-pocket expenses, and fees in connection with litigation matters or extraordinary matters, which shall be billed at the Law Firm’s Rate. Law Firm and the Town shall reach an agreement prior to Law Firm billing the Law Firm’s Rate for a matter deemed extraordinary or litigation. For fees to be charged back to third parties, the Town shall initially pay Law Firm only the Town Rate. Charge-Back Fees shall be charged back to the third party, which shall be responsible for paying the entire amount of Charge-Back Fees. Notwithstanding that Charge-Back Fees may be paid by a third party, payment by any third party of the Charge-Back Fees shall not create an attorney-client relationship between Law Firm and third party paying such Charge-Back Fees. The Town shall not grant to any third-party owing Charge-Back Fees to Law Firm a permit, license or other Town discretionary permission until such third party has paid all Charge-Back Fee due and owing to Law Firm.

3. Law Firm shall attend one (1) regular meeting of the Town Council per month at a cost of \$100.00 per hour, with the total amount capped at \$300.00 for the meeting. Any additional meetings shall be charged at the Town Rate.

SECTION II- LAW FIRM'S RESPONSIBILITIES

- A. All work to be performed by Law Firm shall be authorized verbally or in writing by the appropriately authorized Town representative(s).
- B. Description of Law Firm's legal services: (1) Provide drafting and/or review and approval of contracts, MOU's, IGA's, etc.; (2) Attend Town Council meetings; (3) Attend other Town meetings at the request of the Mayor or the Town Staff; (4) Participate in negotiations regarding Town affairs; (5) Provide overall legal oversight to department Directors, Town Staff, Mayor and the Board; (6) Provide oversight on legal matters related to employment/HR; (7) Assist in negotiations with other entities – Ouray County, state and federal agencies, etc.; (8) Keep the Board and Town Staff informed on various changes in the law affecting municipalities and provide legal planning to proactively minimize the Town's exposure to various potential liabilities; (8) Such other matters as the Town Board and Town Staff may deem necessary and appropriate, from time to time.
- C. Law Firm shall inform the Town in writing of any additional firms it intends to hire to perform work in connection with this Agreement and shall keep the Town informed on any changes or additions to this information. The Town shall approve any additional firms prior to commencement of work by such firms as per this Agreement. Nothing contained herein shall create any contractual relationship between any additional firm(s) and the Town.
- D. Law Firm shall review each project and Law Firm's records to ensure against any conflict of interest that might prevent Law Firm from fully and faithfully advising and representing the Town. If any potential conflict or differing interest exists or arises, now or in the future, Law Firm shall properly advise the Town Staff and/or Town Council.
- E. Law Firm shall identify, verbally or in writing, the attorney within its organization primarily responsible for implementing and overseeing each project and all other attorneys and paralegals/paraprofessionals who will do significant work on each project. Staffing may change from time to time; however, Law Firm shall promptly advise the Town Staff and specific Town departments of such changes.
- F. In performing this Agreement, the hours Law Firm and its staff are to work on any given day or project are entirely within Law Firm's control. The Town shall rely upon Law Firm to devote the time, skill and effort reasonably necessary to fulfill the purpose of this Agreement.

- G. Law Firm shall determine all pertinent filing dates or other deadlines for each project. Law Firm shall comply with all applicable filing dates or deadlines or obtain sufficient extensions to protect the Town's interests.
- H. Full and regular communications are essential to this Agreement. Law Firm and its staff, the Town Staff and other representatives and Town Council shall actively address all developments that could significantly affect a project. Except in an emergency, Law Firm and its staff shall make no significant decision on direction, mechanics or strategy for a project without prior communication and discussion with the appropriate Town representative(s).
- I. Insurance Requirements: Before beginning, and while performing under this Agreement, Law Firm shall maintain, without cost to the Town, the following insurance:
 - 1. For all attorneys within its organization, professional liability insurance that complies with C.R.C.P. 265(a)(3).
 - 2. Law Firm shall not cancel, materially change or fail to renew insurance coverage. Law Firm shall notify the Town of any material reduction or exhaustion of aggregate limits.

SECTION III – THE TOWN’S RESPONSIBILITIES

- A. The Town shall provide full information, including detailed scope of work, as to its requirements for the services.
- B. The Town shall give prompt notice to Law Firm whenever the Town observes or otherwise becomes aware of any discrepancies in the services provided.
- C. Law Firm is not liable for delays in performance that are caused by the Town, the Town’s consultants or events that are outside the control of the parties and could not be avoided by the exercise of due care.

SECTION IV-MUTUAL OBLIGATIONS OF THE TOWN AND LAW FIRM

- A. This Agreement does not guarantee to Law Firm any work, except as authorized in accordance with Section I above, or create an exclusive contract.
- B. The services and any and all interests contemplated under this Agreement shall not be assigned, sublet or transferred without the written consent of the Town.
- C. Law Firm and any and all of its personnel utilized by Law Firm under the terms of this Agreement shall remain the agents and employees of Law Firm and are not, nor shall they be construed to be, agents or employees of the Town.

- D. The Town recognizes that all technical data, evaluations, reports and other work products are instruments of Law Firm's services and not designed for use other than what is intended by or reasonably foreseeable to the parties to this Agreement. The Town shall make no other use of Law Firm's work product without the prior approval of Law Firm. Notwithstanding the foregoing, such data, evaluations, report and other work products, along with the files generated by Law Firm pursuant to this Agreement are to remain the Property of the Town.

SECTION V – BILLING AND PAYMENT

At the beginning of each month, for services rendered the prior month, Law Firm shall provide to the Town invoices, which reflect all of the fees and out-of-pocket expenses Law Firm has incurred on behalf of the Town for the previous calendar month. Prior to the end of each month, the Town shall remit payment for all invoices due and payable unless otherwise discussed with Law Firm or Law Firm's representatives, either verbally or through written correspondence.

SECTION VI - SPECIAL CONDITIONS

- A. Confidentiality: During and after the term of this Agreement, Law Firm shall not disclose to third parties any confidential information or data. Law Firm shall treat such information as the private and privileged records of the Town and Law Firm. Without Town's express consent, Law Firm shall not release such information to any third party by statement, deposition, as a witness or otherwise.
- B. Licenses: Law Firm shall maintain all licenses necessary to perform under this Agreement, including attorneys' licenses to practice law in the State of Colorado.
- C. Severability: To the extent the parties may perform and accomplish their obligations within the intent of this Agreement, its terms are severable. Should any term or provision be invalid or become inoperable for any reason, such invalidity or failure shall not affect the validity of any other terms or provisions. Waiver of any breach of a term shall not indicate a waiver of any other term or the same term upon later breach.

SECTION VII-LAWS AND ORDINANCES

Law Firm, at all times, agrees to observe all applicable federal and state laws, Ordinances of the Town of Ridgway, and all rules and regulations issued pursuant thereto, that in any manner affect or govern the services contemplated under this Agreement.

SECTION VIII-TERMINATION OF CONTRACT

- A. Termination of Agreement: Either party shall be entitled to terminate this Agreement upon giving the other party written notice of intent to terminate. Should Law Firm terminate the Agreement, Law Firm agrees to continue representation of

the Town on all matters pending at the time of termination until satisfactory substitution of counsel by the Town. Should the Town wish to Terminate, it shall provide Law Firm with a thirty (30) day notice of intent to terminate.

- B. Effect of Termination: In the event of termination, all finished and unfinished work product(s) prepared by Law Firm pursuant to this Agreement shall become the sole property of the Town, provided Law Firm is compensated in accordance with this Agreement for all work performed in accordance with this Agreement up to the effective date of termination. Law Firm shall not be liable with respect to the Town's subsequent use of any incomplete work product, provided Law Firm has notified the Town in writing of the incomplete status of such work product.

SECTION IX-CHANGE IN SCOPE OF SERVICES

The Town may from time to time require changes in the scope of the services of Law Firm to be performed herein. Compensation to Law Firm payable hereunder shall be adjusted to reflect any change in the scope of services.

SECTION X-EQUAL OPPORTUNITY EMPLOYER

- A. Law Firm shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, age, sex (gender), religion, creed or physical or mental disability. Law Firm may adhere to lawful equal opportunity guidelines in selecting employees, provided that no person is illegally discriminated against on any of the preceding bases. This provision shall govern, but shall not be limited to, recruitment, employment, promotion, demotion and transfer and advertising therefor; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship. Law Firm shall post, in all places conspicuous to employees and applicants for employment, notices provided by the State of Colorado setting forth the provisions of this nondiscrimination clause.
- B. All solicitations and advertisements for employees placed by or on behalf of Law Firm shall state that Law Firm is an equal opportunity employer.
- C. Law Firm shall cause the foregoing provisions to be inserted in all subcontracts for any work contemplated by this Agreement or deemed necessary by Law Firm, so that such provisions are binding upon each sub-consultant.
- D. Law Firm shall keep such records and submit such reports concerning the racial and ethnic origin of employees and of applicants for employment as the United States, the State of Colorado, the Town of Ridgway, or their respective agencies may require.
- E. Law Firm shall comply with such rules, regulations and guidelines as the United States, the State of Colorado, the Town of Ridgway, or their respective agencies may issue to implement these requirements.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ATTEST:

TOWN OF RIDGWAY, COLORADO

Pam Kraft, Town Clerk

By: _____
JOHN CLARK, Mayor

Date: _____

BO JAMES NERLIN, P.C.

By: _____
BO JAMES NERLIN, President

Date: _____

AGENDA ITEM #25

AGENDA ITEM #26