

# Ridgway Town Council Regular Meeting Agenda Wednesday, February 12, 2025

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/84180132645?pwd=TzjttsbH1Ov8ZgZViXa2DVsoK5Nb.1>

Meeting ID: 841 8013 2645

Passcode: 610261

Dial by your location

+1 346 248 7799 US

+1 253 215 8782 US

**5:30 p.m.**

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

**EXECUTIVE SESSION** The Town Council will enter into a closed session for a conference with the Town attorney for the purpose of receiving legal advice on a specific legal question under C.R.S. Section 24-6-402(4)(b) and determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) concerning the possible condemnation of real property for the a creation of a recreational trail along real property located at 539 Marion Overlook.

**5:45**

## **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 on January 8, 2025.
2. Minutes of the Workforce and Affordable Housing Committee meeting of January 8, 2025.
3. Register of Demands for February 2025.
4. Renewal of restaurant liquor license for Lazy Dog Saloon Bar and Grill.
5. Renewal of restaurant liquor license for True Grit Café.
6. Renew brew pub liquor license for Colorado Boy Depot.

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

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

7. First Reading of Ordinance No. 01-2025 Amending Section 7-4 “Zoning Regulations” and Section 8-5 “Short-Term Rentals” of the Ridgway Municipal Code - Senior Planner.
8. Resolution No. 25-03 Amending the Fees and Charges for Short Term Rental Licenses - Town Manager.
9. Ridgway Area Chamber of Commerce presentation on marketing and promotion activities and financial status - Ashley Perkins, Ridgway Area Chamber of Commerce.
10. Discussion and direction regarding tourism promotion and marketing services for the Town of Ridgway, and potential action on Professional Services Agreement for tourism promotion services between the Town of Ridgway and the Ridgway Area Chamber of Commerce - Town Manager.
11. Update on Ridgway FUSE (Ridgway’s Creative Main Street Program) and requested feedback on 2025 FUSE program priorities - Community Initiatives Facilitator.
12. Discussion and direction on the Ridgway Independent Film Festival - Community Initiatives Facilitator.
13. Notice of Award for Planning and Design Services for the Beaver Creek Diversion Restoration Project - Town Manager.
14. 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.
15. Discussion and potential action to authorize staff to hire a part-time deputy for the Ridgway Marshal's Office - Town Manager.
16. Request for authorization of staff to expend budgeted funds and enter into a contract to purchase a fleet vehicle for the Public Works Department - Town Manager.
17. Resolution No. 25-04 Amending the Town of Ridgway Standard Specification and Typical Drawings for Infrastructure Construction - Town Manager.
18. Review and action on Intergovernmental Agreement between Town of Ridgway and Ouray County concerning Noxious Weed Management and Control Services - Town Manager.
19. Ratification of sign-on to an amicus brief from the Sabin Center for Climate Change Law at Columbia University to be submitted on behalf of local governments in the States’ lawsuit challenging the federal funding freeze - 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.

20. 2024 End of Year Report - Ridgway Marshal’s Office
21. Town Manager’s Report

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

Committees & Commissions:

Ridgway Planning Commission - Councilor Meyer and Mayor Clark  
Ridgway Parks, Trails & Open Space Committee - Councilor 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, March 5, 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  
JANUARY 8, 2025

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. In attendance Councilors Grambley, Kroger, Lakin, Scoville, Mayor Pro Tem Meyer and Mayor Clark. Councilmember Schuyler was absent.

CONSENT AGENDA

1. Minutes of the Regular Meeting on November 13, 2024.
2. Minutes of the Budget Workshop of November 21, 2024.
3. Minutes of the Regular Meeting on December 11, 2024.
4. Register of Demands for January 2025.
5. Per State Statute designate the Town Hall bulletin board as the official posting place.

ACTION:

It was moved by Councilor Kroger, seconded by Councilor Lakin and unanimously carried to approve the consent agenda.

PUBLIC REQUESTS AND PRESENTATIONS

6. Presentation of Life Saving Award to Deputy Marshal Brannon Hasler

Marshal Schmalz explained on October 15<sup>th</sup> a call was received from the dispatch center regarding a traffic accident on Highway 550 between Mall Road and Terrace Drive. Deputy Marshal Brannon Hasler responded to the two vehicle accident, involving a passenger vehicle and cement mixing truck. After arriving at the scene he and a member of the Ridgway Fire Department addressed the passenger vehicle, with the fire department responder focusing on the driver of the vehicle who was pinned due to the force of the collision. Deputy Hasler attempted to open the doors of the passenger side, which were both locked or jammed due to the impact, and tried to break the glass with a knife. When this was unsuccessful he asked the driver of the truck for a hammer, and used it to break the back window and then alerted the other responder the vehicle was on fire. He then broke the front passenger window and saw a passenger in the front seat, and removed her from the vehicle and carried her to a safe location. The fire department responder was continuing to extricate the driver, and Deputy Hasler used a fire hose to attempt to extinguish the fire in the vehicle. During the process he was breathing in the smoke and chemicals of the burning vehicle, and suffered from smoke inhalation. Emergency Medical Services personnel arrived on the scene and Deputy Hasler was transported to Montrose Hospital and was treated and released that night.

Marshal Schmalz stated "after reviewing body camera footage, and on scene investigation, I believe without Brannon's swift action the female would have succumbed to her injuries and the fire of the vehicle". He awarded Deputy Hasler the Life Saving Award, and stated "it is

with great appreciation that the Ridgway Marshal's Department bestow this life saving award on Deputy Brannon Hasler for his exemplary service to the citizens of this community and the State of Colorado".

## POLICY MATTERS

### 7. Adoption of the Ouray County Multi-Jurisdictional Emergency Operations Plan

Glenn Boyd, Ouray County Emergency Manager, presented the Multi-Jurisdictional Emergency Operations Plan, which covers all jurisdictions in the the county, along with regional agencies, and provides protocols for decisions making. He explained in 2023 the Town and City of Ouray chose to consolidate their existing emergency plans into a Multi-Jurisdictional Emergency Plan, "since all agencies respond together" during emergency situations. He noted there were "not a lot of changes from your original plan in 2019".

There were comments from the Council .

#### ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Grambley to approve the Ouray County Multi-Jurisdictional Emergency Operations Plan. The motion carried unanimously.

### 8. Presentation of Rights of Nature Annual Report

Town Manager Neill explained in 2021 the Council adopted a resolution to support the protection of the Uncompahgre River, its tributaries and watershed by recognizing the rights of nature. This requires an annual report regarding the health and safety of the river, which has been prepared by Tanya Ishikawa with the Uncompahgre Watershed Partnership, was presented to the Council.

There were questions from the Council.

## PUBLIC HEARINGS

### 9. Adoption of Ordinance Amending Section 7-4 "Zoning Regulations" Regarding Accessory Dwelling Units

Staff report dated 1-3-25 from Community Planning Strategies presenting the background on the proposed ordinance amending zoning regulations regarding accessory dwelling units.

Max Garcia, Contract Planner with Community Planning Strategies, reported the ordinance being presented which amends the accessory dwelling unit regulations, had originally been presented to Town Council on September 11<sup>th</sup> and was sent back to the Planning Commission for further discussion. The Commission reviewed the document at subsequent meetings and amendments to the document were made. The Council reviewed the proposed ordinance at the previous meeting and introduced the ordinance at first reading.

#### ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Lakin the motion to adopt Ordinance No. 03-2024 Amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code Regarding Accessory Dwelling Units carried unanimously.

POLICY MATTERS (continued)

10. Resolution Amending the Athletic Park Pavilion Concession Area Fee Schedule

Staff Report dated 1-2-25 from the Town Manager presenting a resolution to amend fees for the Athletic Park Pavilion Concession Area.

Manager Neill noted the amendment to the fee schedule was requested by the Council at a previous meeting.

ACTION:

Councilor Kroger moved to approve Resolution No. 25-01 Amending the Athletic Park Pavilion Concession Area Fee Schedule. Councilmember Scoville seconded and the motion carried unanimously.

11. Resolution approving joining Mountain Towns 2030

The Mayor asked the Council to join Mountain Towns 2030 as a “foundation community” with an annual membership fee of \$3,000.

ACTION:

Mayor Pro Tem Meyer moved to adopt Resolution No. 25-02 to Join Mountain Towns 2030 Councilor Lakin seconded the motion which carried unanimously.

12. Request to expend budgeted funds and enter into a contract to purchase a 2024 John Deere 320 P-Tier Backhoe Loader for the Public Works Department

Staff Report from the Town Manager dated 1-3-25.

Manager Neill presented a request to expend budgeted funds, and enter into a contract to purchase a 2024 John Deere 320 P-Tier Backhoe Loader for the Public Works Department. He explained funds were placed in the 2025 Fiscal Year Budget for a new backhoe, and the Town has been quoted \$135,500, which is below the \$170,000 budgeted amount.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Kroger to authorize staff to expend budgeted funds and enter into a contract to purchase a 2024 John Deere 320 P-Tier Backhoe Loader for the Public Works Department. After a call for the vote the motion carried unanimously.

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

Manager Neill explained he is currently the Town representative on the Home Trust of Ouray County Board of Directors. The term is expiring and he asked the Council to ratify his appointment for another term on the board.

ACTION:

Councilmember Scoville moved to ratify appointment of Preston Neill to the Home Trust of Ouray County Board of Directors. Councilmember Lakin seconded and the motion carried unanimously.

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

The Town Manager reported financing is now in place for the Beaver Creek Diversion emergency, to rebuild the diversion. He noted the Council can rescind the Declaration of Local Disaster, or carry it forward month by month.

Speaking from the audience, Bobbie Lazero with the Office of Emergency Management, recommended instead of rescinding, transitioning the disaster to a recovery and rebuilding phase. She explained the Council can declare and extend the order to the end of December 2025, and then reanalyze, and if needed amend or rescind at that time.

The Town Attorney agreed this would be an appropriate action. Consensus of the Council was to continue the order for another month, and direct staff to prepare an order for the next meeting that would meet the concepts presented by Ms. Lazero.

ACTION:

Councilor Kroger moved to extend the Declaration of Local Disaster in and for the Town of Ridgway related to the Beaver Creek Diversion. Councilmember Lakin seconded and the motion carried unanimously.

MISCELLANEOUS REPORTS

The Town Clerk presented an update on the 2025 Annual Election to be held on April 1<sup>st</sup>. Three council seats will become vacant. These are the seats currently held by Polly Kroger, Beth Lakin and Russ Meyer. The nomination period begins on January 27<sup>th</sup> and closes on February 14<sup>th</sup>.

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

The Council discussed ridership in the Ourway transit, and developing a hub or center for transit within the center of Town.

The Mayor noted the need to stress in social media that Town leash regulations require an unleashed dog to be leashed when approaching a leashed dog.

Councilor Scoville reported on the Chamber Board meeting; Councilmember Lakin on the Weed Board and Mayor Clark on the Planning Commission.

ADJOURNMENT

The meeting adjourned at 7:00 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk



## MINUTES

### WORKFORCE AND AFFORDABLE HOUSING COMMITTEE

JANUARY 8, 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, Josey Scoville. Terry Schuyler was absent.

#### 1. Proposed creation of a tenant application

Memo dated 12-31-24 from Lois Major presenting a proposed tenant application, in both a full and simplified format.

Lois Major, Special Counsel to Rural Homes, explained the Ridgway Wetterhorn Homes Affordable Housing Covenant, and the Regulations and Guidelines allow owners to rent a room to a qualified tenant, and some owners rent the entire home to a qualified tenant. Currently the Administrator uses the same application requirements, and qualification process for owners and tenants, which holds tenants to the same financial restrictions as owners. There has been "some pushback and resistance" from rental applicants regarding the amount of paperwork required, and "they have given up before the process is complete".

The Administrator has asked if it is feasible to create a simplified rental application that reduces the burden on the applicants, and still maintains the integrity of the program, she explained. Two draft applications, a full version and a simplified have been prepared for the committees review. She noted the Administrator would prefer the full application, as the simplified version does not require applicants to disclose their liabilities, which prevents the Administrator from accurately calculating net assets.

There was discussion by the Committee.

#### ACTION:

Russ Meyer moved to adopt the Tenant Rental Application Format in the simplified format and use the process for one year, and then check back with the Committee on how the process is working; all applications must be completed within 60 days. Josey Scoville seconded and the motion carried unanimously.

#### 2. Review of proposed Policy Statement regarding income review for applications

Memo dated 12-31-24 from Lois Major presenting a draft policy statement regarding income review.

Ms. Major explained the affordable housing covenants and regulations establish various financial parameters for purchasing, owning and renting in the Wetterhorn Homes. The applicants income is an essential component of the qualification, and the Administrator is tasked with determining qualification from a number of difference sources, including PayPal, Venmo and virtual currency account statements. The proposed policy would "limit the intrusion into the minutiae of an applicants financial accounts" for the Administrator, she noted.

There was discussion by the Committee and it was agreed to issue a recommendation instead and not enact the policy, and allow the Administrator to use judgment regarding when to investigate into transactions that appear to be larger exchanges.

3. Resolution No. 25-01 Amending the Deed Restriction and Covenant, Ridgway Wetterhorn Homes, Ouray County, Affordable Housing Ownership, Occupancy and Resale and the Affordable Housing Regulations and Guidelines, Ridgway Wetterhorn Homes, Ouray County

Memo dated 1-3-25 from Lois Major presenting an amendment to the Deed Restriction and Covenant for the Ridgway Wetterhorn Homes.

At the October meeting of the Committee there was discussion regarding changing the covenants pertaining to Minimum Work Standard from limiting residents to those working in the Ridgway School District R-2, and expanding the physical work area requirement to include all of Ouray County.

**ACTION:**

Josey Scoville moved to adopt Resolution 25-01 Amending the Deed Restriction and Covenant, Ridgway Wetterhorn Homes, Ouray County, Affordable Housing Ownership, Occupancy and Resale, and the Affordable Housing Regulations and Guidelines, Ridgway Wetterhorn Homes, Ouray County. The motion was seconded by Russ Meyer and the vote passed unanimously.

**ADJOURNMENT**

The meeting adjourned at 6:00 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

**Town of Ridgway**  
**Register of Demands**  
Feb 2025

Name	Memo	Account	Paid Amount
<b>4 Rivers Equipment</b>		<b>Alpine-Operating Account</b>	
	blade - JD grader	661GO2 · Vehicle & Equip Maint & Repair	-316.54
	blade - JD grader	961WOO · Vehicle & Equip Maint & Repair	-316.53
	blade - JD grader	961SOO · Vehicle & Equip Maint & Repair	-316.53
TOTAL			-949.60
<b>Ouray County Soccer Club</b>		<b>Alpine-Operating Account</b>	
		5120GO1 · Ouray Co Soccer Club	-3,600.00
TOTAL			-3,600.00
<b>CIRSA</b>		<b>Alpine-Operating Account</b>	
	cyber coverage	520GOO · Insurance (Property/Casulty)	-4,608.00
	cyber coverage	920WOO · Insurance (Property/Casualty)	-2,000.00
	cyber coverage	920SOO · Insurance (Property/Casulty)	-2,000.00
TOTAL			-8,608.00
<b>Ryan Hanson</b>		<b>Alpine-Operating Account</b>	
	Hanson	536GOO · Wellness Program	-258.86
TOTAL			-258.86
<b>Pioneer</b>		<b>Alpine-Operating Account</b>	
	payground mulch - Hartwell	732POO · Supplies & Materials	-1,193.01
TOTAL			-1,193.01
<b>NAPA</b>		<b>Alpine-Operating Account</b>	
	air filters - Durango	861GO3 · Vehicle Maintenance & Repair	-56.73
TOTAL			-56.73

**Town of Ridgway**  
**Register of Demands**  
Feb 2025

Name	Memo	Account	Paid Amount
<b>Flower Motor Company</b>		<b>Alpine-Operating Account</b>	
	tail lights - Durango	861GO3 · Vehicle Maintenance & Repair	-1,881.14
TOTAL			-1,881.14
<b>esri</b>		<b>Alpine-Operating Account</b>	
	annual ArcGIS	5140GO1 · Ouray Mtn Rescue Team	-935.00
TOTAL			-935.00
<b>Black Hills Energy-PW Building</b>		<b>Alpine-Operating Account</b>	
	12/26/24 - 1/23/25	742POO · Utilities	-94.97
	12/26/24 - 1/23/25	642GO2 · Utilities	-94.98
	12/26/24 - 1/23/25	942SOO · Utilities	-94.98
	12/26/24 - 1/23/25	942WOO · Utilities	-94.98
TOTAL			-379.91
<b>Black Hills Energy-Broadband</b>		<b>Alpine-Operating Account</b>	
	12/26/24 - 1/23/25	783PO1 · Broadband Station	-15.10
TOTAL			-15.10
<b>Black Hills Energy-Town Hall</b>		<b>Alpine-Operating Account</b>	
	12/26/24 - 1/23/25	742PO1 · Utilities - comm cntr/town hall	-103.80
	12/26/24 - 1/23/25	842GO3 · Utilities	-103.81
	12/26/24 - 1/23/25	542GOO · Utilities	-103.81
TOTAL			-311.42
<b>Black Hills Energy-Hartwell Park</b>		<b>Alpine-Operating Account</b>	
	12/26/24 - 1/23/25	742POO · Utilities	-50.46
TOTAL			-50.46

**Town of Ridgway**  
**Register of Demands**  
Feb 2025

Name	Memo	Account	Paid Amount
<b>Black Hills Energy-PW Office</b>		<b>Alpine-Operating Account</b>	
	12/26/24 - 1/23/25	642GO2 · Utilities	-33.49
	12/26/24 - 1/23/25	942SOO · Utilities	-33.49
	12/26/24 - 1/23/25	942WOO · Utilities	-33.50
TOTAL			-100.48
<b>Amerigas</b>		<b>Alpine-Operating Account</b>	
	propane - plant	942WOO · Utilities	-3,157.75
TOTAL			-3,157.75
<b>Ouray County Road &amp; Bridge</b>		<b>Alpine-Operating Account</b>	
	12/23/24 - 1/22/25	560GOO · Gas & Oil	-29.71
	12/23/24 - 1/22/25	660GO2 · Gas & Oil	-446.89
	12/23/24 - 1/22/25	760POO · Gas & Oil	-231.52
	12/23/24 - 1/22/25	960WOO · Gas & Oil	-488.24
	12/23/24 - 1/22/25	960SOO · Gas & Oil	-162.70
	12/23/24 - 1/22/25	860GO3 · Gas & Oil	-1,107.73
TOTAL			-2,466.79
<b>Schoonover's Auto Center</b>		<b>Alpine-Operating Account</b>	
	head lights - Durango	861GO3 · Vehicle Maintenance & Repair	-108.70
TOTAL			-108.70
<b>Montrose Ford-Nissan Inc</b>		<b>Alpine-Operating Account</b>	
	oil change - 2017 Explorer	861GO3 · Vehicle Maintenance & Repair	-80.43
TOTAL			-80.43
<b>Cimarron Engineering</b>		<b>Alpine-Operating Account</b>	
	structural design - banner poles	514GOO · Consulting Services	-750.00
TOTAL			-750.00

## AGENDA ITEM #7



**To:** Honorable Mayor Clark and The Town of Ridgway Town Council  
**Cc:** Preston Neill, *Ridgway Town Manager*  
TJ Dlubac, AICP, CPS & Max Garcia, AICP, CPS  
**From:** Angela Kemp, AICP, *Sr. Town Planner*  
**Date:** February 6th, 2025  
**Subject:** Amendments to the Ridgway Municipal Code Section **7-4-6(N) Short-Term Rental Regulations** and **8-5 Short-Term Rentals**, Staff Report for the February 12th Town Council Meeting.

## BACKGROUND

The adoption of revised Ridgway Municipal Code (RMC) Section 7-4-6(A) Accessory Dwelling Unit via Ordinance No. 03-2024 prompted a review and recommendation for modification of Code sections that overlap with the ADU updates. Therefore, Section 7-4-6(N) Short-Term Rental Regulations and Section 8-5 regarding licensing Short-Term Rentals of the RMC have been reviewed for appropriate updates, as discussed below.

At the January 7th meeting of the Planning Commission, a work session regarding Short-term rental was conducted. The administration of licenses for short-term rentals and enforcement of unlicensed short-term rentals was discussed alongside the proposed updates to 7-4-6 (N) and 8-5 of the RMC. Commission gave Staff direction to bring proposed amendments as a public hearing item to the next scheduled meeting. At the January 28<sup>th</sup> regular meeting of the Planning Commission, a duly noticed public hearing was held regarding the Text Amendments to 7-4-6 (N) and 8-5 of the RMC. The Commission voted unanimously to recommend approval of the Ordinance 01-2025 regarding Text Amendments to Sections 7-4-6 (N) and 8-5 of the RMC to the Ridgway Town Council finding that the criteria for a Text Amendment had been met.

Following the Planning Commission meeting, staff found that the RMC lacks a clear definition of "owner-occupied", a term that is used throughout the sections receiving amendments. Staff have determined that an appropriate definition, that captures the many conversations held at the Planning Commission and Town Council over the last several months, is as follows:

### 7-9-2 GENERAL DEFINITIONS.

**OWNER-OCCUPIED:** At least one owner of a property lives on that property as their primary residence for at least nine months out of any 12-month period.

The addition of this definition to the ordinance would be a Text Amendment to RMC Section 7-9-2 General Definitions, which was not brought to the Planning Commission at their last meeting.

## UPDATES AND ANALYSIS

The following is a summary of the staff recommended updates to the Ridgway Municipal Code for 7-4-6 (N) Short-Term Rental Regulations, 8-5 Short-Term Rental Licensing, and 7-9-2 General Definitions.



- a) Reorganized the STR Regulations and Licensing to add clarity between the two portions of the Code discussing the same topic and removed a reference to an old code section that no longer exists and added a cross-reference prompt to connect 8-5 and 7-4-6 (N) so that applicants (and reviewers) look at both sections of the code.
- b) Added the Downtown Services "DS" zone to the Zoning districts (with General Commercial "GC" and Historic Business "HB") where multi-family structures could be used as a Short-term rental if it complies with the other Regulations. In these circumstances, there isn't an owner-occupancy requirement (unchanged from the previous code).
- c) Explained the owner-occupancy requirement for all zones other than DS, GC, HB so that it is clear whether there are separate structures on a property or there are various units in one structure, one unit needs to be owner-occupied in order to be eligible for a STR license for any of the units.
- d) *Performance Standards for Short-Term Rentals*: This section contained standards relating to the maximum number of bedrooms and guests and the owner's agent requirements that were unchanged but moved to better fit under the licensing portion of the Code in Section 8-5.
- e) Added a distinction between "room" and "bedroom" in (8-5-1).
- f) Modified Title of 8-5-3 to "LICENSE ADMINISTRATION" to add distinction between 7-4-6 SUPPLEMENTAL REGULATIONS and "SUPPLEMENTAL REGULATIONS" as previously used in the title of 8-5-3.
- g) Added a warning note that if a license is revoked, it would require a new license, but because of the cap of 50 licenses, one may not be available at that time.
- h) Add a definition to 7-9-2 General Definitions: OWNER-OCCUPIED, OWNER-OCCUPANCY, OWNER-OCCUPY: At least one owner of a property lives on that property as their primary residence for at least nine months out of any 12-month period.

### **STAFF RECOMMENDATION:**

When scheduled for Town Council consideration, Ordinance 01-2025 was intended to be introduced on first reading at the Town Council meeting on February 12, 2025. However, the definition of "Owner-Occupied" was not included as part of the Text Amendment process, which requires a public hearing at the Planning Commission. Although the definition is consistent with discussions had at the Planning Commission, and staff feel it meets the intent of the Commission, it was not included when they considered and recommended for approval the Text Amendments to 7-4-6 (N) and 8-5. Staff recommend that the Town Council send the consideration of Ordinance 01-2025 back to Planning Commission so they may consider the Text Amendments inclusive of the proposed definition.

If the Town Council agrees to send the request to the Planning Commission, the Planning Commission will consider the updated Text Amendments at their regular meeting on February 19<sup>th</sup>, 2025. If they make a recommendation of approval at that meeting, Ordinance 01-2025 would be brought to the Town Council for first reading on March 12<sup>th</sup>, 2025.





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TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | [www.town.ridgway.co.us](http://www.town.ridgway.co.us)

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**ATTACHMENTS:**

1. *Ordinance 01-2025*
2. *STR RMC Section 7-4-6(N) update – redline version*
3. *STR RMC Section 8-5 update – redline version*

**TOWN OF RIDGWAY, COLORADO  
ORDINANCE NO. 01-2025**

**AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO  
AMENDING SECTION 7-4 “ZONING REGULATIONS” OF THE RIDGWAY MUNICIPAL  
CODE REGARDING SHORT-TERM RENTAL REGULATION AND AMENDING SECTION 8-  
5 “SHORT-TERM RENTALS” OF THE RIDGWAY MUNICIPAL CODE**

**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**, the Town has determined that it is appropriate to amend RMC Subsection 7-4-6(N) “Short-Term Rental Regulations” to provide additional clarity and flexibility in our regulations; and

**WHEREAS**, the Town has determined that it is appropriate to amend RMC Section 8-4 “Short-Term Rentals” to provide additional clarity in Short-Term Rental (“STR”) license administration; and

**WHEREAS**, modifications to the Town’s Short-Term Rental Regulations will help advance *POLICY ECO-2.4: Ease of Doing Business* in the Town of Ridgway Master Plan; and

**WHEREAS**, modifications to the Town’s Short-Term Rental Regulations will help advance *POLICY ECO-3.2: Local Goods, Products, and Services* in the Town of Ridgway Master Plan; and

**WHEREAS**, the Town has determined that it is appropriate to amend RMC Section 7-9-2 General Definitions to provide additional clarity about owner occupancy requirements; and

**WHEREAS**, Town staff held a Work Session with the Ridgway Planning Commission on January 7th, 2025 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 (N) of Section 7-4-6.** Subsection (N) 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. Amendment of Section 4 of Chapter 8.** Section 4 of Chapter 8 of the Ridgway Municipal Code is hereby repealed and reinstated to read as set forth in *Exhibit B*.

**Section 4. Amendment of Section 7-9-2 General Definitions:** The definition of “Owner-Occupancy” is added within Section 7-9-2 General Definitions to read as follows:

OWNER-OCCUPIED: At least one owner of a property lives on that property as their primary residence for at least nine months out of any 12-month period.

**Section 5. 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 6. 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 7. 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 8. 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 9. 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 10. 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 February 12, 2025, and setting such public hearing for March 12, 2025, at Ridgway Town Hall, located at 201 N. Railroad Street, Ridgway, Colorado.

BY:

ATTEST:

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

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

**ADOPTED** on \_\_\_\_\_, 2025.

BY:

ATTEST:

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

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

APPROVED AS TO FORM:

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

**Exhibit A:**

**Amendment of Subsection (N) of Section 7-4-6 “Short-Term Rental Regulations”.**

**Exhibit B:**

**Amendment of Section 8-5 “Short-Term Rentals”.**

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## 7-4-6 SUPPLEMENTAL REGULATIONS.

### (N) Short-Term Rental Regulations.

- (1) Intent and Purpose: Establish standards and procedures by which residential short-term rentals can be provided in a manner that protects both the quality of experience and the character of the Town. It is the Town's intent to establish short-term rental regulations to promote a mix of lodging options, support the local economy, while also upholding the integrity of the Town.
- (2) Short-term rentals shall comply with the provisions of this Subsection (N) and shall be licensed per Chapter 8, Section 5 of the Municipal Code.
- (3) Permitted Use of Short-Term Rentals:
  - (a) For short-term rentals outside of the "HB" Historic Business, "DS" Downtown Service, or "GC" General Commercial Districts, the structure involved:
    - (i) Shall be a single-family dwelling structure; or
    - (ii) Shall be a single residential unit in structures with mixed uses; or
    - (iii) Shall be a property with multiple dwelling units owned by the same owner, in which one of the dwelling units may be used as a short-term rental as long as at least one of the other dwelling unit(s) is/are owner occupied; and
    - (iv) Shall not be a multiple family dwelling or structure as short-term rentals are prohibited in multiple family structures in districts other than HB, DS, and GC.
  - (b) In the HB, DS, and GC Districts, a maximum of five short-term rentals are allowed per building or structure.
- (4) Performance Standards for Short-Term Rentals:
  - (b) The unit shall have a minimum of two off-street parking spaces available and any additional spaces necessary to accommodate the tenant's vehicles off-street.
  - (d) Adequate animal resistant trash and recycling containers shall be provided, and information on placement for collection shall be provided in the short-term rental as stated in Ridgway Municipal Code Section 9-2.
  - (e) The unit shall be maintained in compliance with applicable Town ordinances and regulations. The rental of residential units as provided herein shall not unreasonably annoy or interfere with the use or enjoyment of public or private property or constitute a health or safety hazard.
  - (f) The owner must have current State and Town sales tax licenses, a Town business license, if at such time the Town has business licensing, and collect and remit sales taxes and lodging taxes.

## SECTION 5 Short-Term Rentals

### Subsections:

(Section enacted by Ord. 3-2017)

### 8-5-1 LICENSES REQUIRED.

- (A) Any property owner who rents out a bedroom or unit on a short-term basis within the Town shall be required to obtain a short-term rental license (hereinafter a "Short-Term Rental License") for each short-term rental unit from the Town. The property owner is responsible for prominently displaying the Short-Term Rental License number in all advertising/listing of the unit. The cost of such licensing and renewals shall be set by resolution of the Town Council. Short-Term Rental Licenses are nontransferable, except where upon death the property is transferred to an immediate family member, the short-term license may be transferred with the property.
- (B) All short-term rental units, except the short-term rental of a single bedroom inside an owner-occupied dwelling unit, are required to have and pass a health, safety, and welfare inspection by the Town Building Inspector. This inspection will be completed with the initial licensing and renewal licensing processes.
- (C) The total number of short-term rental licenses in the Town shall be limited to 50 at any one time. The short-term rental of a single bedroom inside an owner-occupied dwelling unit shall not be counted toward the maximum number of licenses to be issued.
- (D) Short-Term Rental Licenses shall be issued for a period of two years and subject to biannual renewal (every two years). Notwithstanding this two-year term, the Town may determine a more frequent licensing schedule is needed for any particular unit, and the initial term for licensing.

### 8-5-2 LICENSE FEES.

- (A) The local application and license fees for all short-term rental licenses issued, and applications submitted shall be enacted by Town Council resolution.
- (B) In addition to the above fees, the applicant/licensee shall reimburse the Town for all out-of-pocket costs incurred during review of the application, or license, including legal fees, consultant fees, postage, notice and publishing costs. The Town shall bill the applicant/licensee upon completion of the application or review process and completion of any conditions thereof. No application or license shall be finally approved until the bill is paid. Each bill shall be overdue 30 days after its date. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. Such fees may be certified to the County Treasurer for collection as delinquent charges or collected in any other lawful manner.
- (C) The Town Council may revise such amounts by resolution based on costs incurred by the Town in the administration and enforcement of the short-term rental licensing and related provisions.

### 8-5-3 LICENSE ADMINISTRATION

- (A) All dwelling units, for Short-Term Rental Licenses issued, shall comply with applicable requirements of Town ordinances, including building and zoning regulations, inclusive of Chapter 7, 7-4-6 Supplemental Regulations, and this Section.

- 
- (B) The Town Council shall be the local licensing authority for the Town for Short-Term Rental Licenses. The Town Manager or their designee shall review and act upon all Short-Term Rental License applications without hearing.
  - (C) The Town Manager or their designee is hereby designated as the entity responsible for processing procedures and reviewing Short-Term Rental Licenses for compliance with Town ordinances and regulations.
  - (D) The Town Manager shall make reasonable rules and regulations in conformity with this Article for the proper administration and enforcement of Short-Term Rental Licenses.
  - (E) There shall be an owner's agent available to be at the unit within 20 minutes, who is on call full-time to manage the property during any period the unit is rented. The name, address and phone number of the agent must be kept current on file with the Town and posted in the short-term rental.
  - (F) The unit being rented shall be a dwelling unit, as defined pursuant to Section 9 shall not have more than five bedrooms, nor be used by any group containing more than ten people over the age of 18.

#### **8-5-4 REVOCATION OF LICENSE.**

- (A) The Town Manager may revoke or suspend a Short-Term Rental License. The following shall be prima facie evidence for revocation or suspension of a Short-Term Rental License:
  - (1) A holder of a Short-Term Rental License is in violation of the Town Municipal Code;
  - (2) A holder of a Short-Term Rental License has violated the rules and regulations for short term rentals, as established by the Town Manager;
  - (3) There have been two or more violations of Chapter 2, Section 1, the General Administrative Provisions of the Town Municipal Code, at the short-term rental;
  - (4) The holder of the Short-Term Rental License has failed to remit sales and/or lodging taxes.
- (B) In the event a licensee wishes to challenge the revocation or a suspension of a license by the Town Manager, they can request, in writing, an administrative hearing before the Town Council within 30 days of the license being revoked or suspended.
- (C) No license shall be issued to any property owner for whom a license has been revoked, until at least one year has elapsed since revocation. This will require application for a new license, which may not be available at the time of application.



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## 7-4-6 SUPPLEMENTAL REGULATIONS.

### (N) Short-Term Rental Regulations.

- (1) Intent and Purpose: Establish standards and procedures by which residential short-term rentals can be provided in a manner that protects both the quality of experience and the character of the Town. It is the Town's intent to establish short-term rental regulations to promote a mix of lodging options, support the local economy, while also upholding the integrity of the Town.
- (2) Short-term rentals shall comply with the provisions of this Subsection ~~(N)(4)~~ and shall be licensed per Chapter 8, Section 5 of the Municipal Code.
- (3) Permitted Use of Short-Term Rentals:
  - (a) For short-term rentals ~~not in~~outside of the "HB" Historic Business, "DS" Downtown Service, or "GC" General Commercial Districts, the structure involved:
    - (i) Shall be a single-family dwelling structure; or
    - (ii) Shall be a single residential unit in structures with mixed uses; or
    - (iii) Shall be a property with ~~two multiple~~ dwelling structures~~units~~ owned by the same owner, in which one of the dwelling ~~structures~~ units may be used as a short-term rental as long as at least one of the second dwelling~~other dwelling~~ unit(s) is/are owner occupied; and
    - (iv) Shall not be a multiple family dwelling or structure as short-term rentals are prohibited in multiple family structures in districts other than HB, DS, and GC.
  - (b) In the HB, DS, and GC Districts, a maximum of five short-term rentals are allowed per building or structure.
- (4) Performance Standards for Short-Term Rentals:
  - ~~(a) The unit being rented shall be a dwelling unit, as defined pursuant to Section 9 shall not have more than five bedrooms, nor be leased or used to any group containing more than ten people over the age of 18.~~
  - (b) The unit shall have a minimum of two off-street parking spaces available and any additional spaces necessary to accommodate the tenant's vehicles off-street.
  - ~~(c) There shall be an owner's agent available to be at the unit within 20 minutes, who is on call full time to manage the property during any period the unit is rented. The name, address and phone number of the agent must be kept current on file with the Town and posted in the short term rental.~~
  - (d) Adequate animal resistant trash and recycling containers shall be provided, and information on placement for collection shall be provided; in the short-term rental as stated in Ridgway Municipal Code Section 9-2.
  - (e) The unit shall be maintained in compliance with applicable Town ordinances and regulations. The rental of residential units as provided herein shall not unreasonably annoy or interfere with the use or enjoyment of public or private property or ~~which~~ constitutes a health or safety hazard.
  - (f) The owner must have current State and Town sales tax licenses, a Town business license, if at such time the Town has business licensing, and collect and remit sales taxes and lodging taxes.

## SECTION 5 Short-Term Rentals

### Subsections:

(Section enacted by Ord. 3-2017)

### 8-5-1 LICENSES REQUIRED.

- (A) Any property owner who rents out a bedroom or unit on a short-term basis within the Town shall be required to obtain a short-term rental license (hereinafter a "Short-Term Rental License") for each short-term rental unit from the Town. ~~Such-The property owner is responsible for Short-Term Rental License and its corresponding number shall be~~ prominently displaying the Short-Term Rental License number in all advertising/listing of the unit. The cost of such licensing and renewals shall be set by resolution of the Town Council. Short-Term Rental Licenses are nontransferable, except where upon death the property is transferred to an immediate family member, the short-term license ~~number~~ may be transferred with the property.
- (B) All short-term rental units, except the short-term rental of a single bedroom inside an owner-occupied dwelling unit, are required to have and pass a health, safety, and welfare inspection by the Town Building Inspector. This inspection will be completed with the initial licensing and renewal licensing processes.
- (C) The total number of short-term rental licenses in the Town shall be limited to 50 at any one time. The short-term rental of a single bedroom inside an owner-occupied dwelling unit shall not be counted toward the maximum number of licenses to be issued.
- (D) Short-Term Rental Licenses shall be issued for a period of two years and subject to biannual renewal (every two years). Notwithstanding this two-year term, the Town may determine a more frequent licensing schedule is needed for any particular unit, and the initial term for licensing.

### 8-5-2 LICENSE FEES.

- (A) The local application and license fees for all short-term rental licenses issued, and applications submitted shall be enacted by Town Council resolution.
- (B) In addition to the above fees, the applicant/licensee shall reimburse the Town for all out-of-pocket costs incurred during review of the application, or license, including legal fees, consultant fees, postage, notice and publishing costs. The Town shall bill the applicant/licensee upon completion of the application or review process and completion of any conditions thereof. No application or license shall be finally approved until the bill is paid. Each bill shall be overdue 30 days after its date. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. Such fees may be certified to the County Treasurer for collection as delinquent charges or collected in any other lawful manner.
- (C) The Town Council may revise such amounts by resolution based on costs incurred by the Town in the administration and enforcement of the short-term rental licensing and related provisions.

### 8-5-3 ~~SUPPLEMENTAL REGULATIONS~~ LICENSE ADMINISTRATION

- (A) All dwelling units, for Short-Term Rental Licenses issued, shall comply with applicable requirements of Town ordinances, including building and zoning regulations, inclusive of Chapter 7, ~~subsection 3-13(H), 7-4-6~~ Supplemental Regulations, and this Section.

- 
- (B) The Town Council shall be the local licensing authority for the Town for Short-Term Rental Licenses. The Town Manager or their designee shall review and act upon all Short-Term Rental License applications without hearing.
  - (C) The Town Manager or their designee is hereby designated as the entity responsible for processing procedures and reviewing Short-Term Rental Licenses for compliance with Town ordinances and regulations.
  - (D) The Town Manager shall make reasonable rules and regulations in conformity with this Article for the proper administration and enforcement of Short-Term Rental Licenses.

(E) There shall be an owner's agent available to be at the unit within 20 minutes, who is on call full-time to manage the property during any period the unit is rented. The name, address and phone number of the agent must be kept current on file with the Town and posted in the short-term rental.

(F) The unit being rented shall be a dwelling unit, as defined pursuant to Section 9 shall not have more than five bedrooms, nor be used by any group containing more than ten people over the age of 18.

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  - (1) A holder of a Short-Term Rental License is in violation of the Town Municipal Code;
  - (2) A holder of a Short-Term Rental License has violated the rules and regulations for short term rentals, as established by the Town Manager;
  - (3) There have been two or more violations of Chapter 2, Section 1, the General Administrative Provisions of the Town Municipal Code, at the short-term rental;
  - (4) The holder of the Short-Term Rental License has failed to remit sales and/or lodging taxes.
- (B) In the event a licensee wishes to challenge the revocation or a suspension of a license by the Town Manager, they can request, in writing, an administrative hearing before the Town Council within 30 days of the license being revoked or suspended.
- (C) No license shall be issued to any property owner for whom a license has been revoked, until at least one year has elapsed since revocation. This will require application for a new license, which may not be available at the time of application.-

## AGENDA ITEM #8



**To:** Honorable Mayor Clark and The Town of Ridgway Town Council  
**Cc:** Preston Neill, Town Manager  
TJ Dlubac, AICP, *CPS* & Max Garcia, AICP, *CPS*  
**From:** Angela Kemp, AICP, Sr. Town Planner  
**Date:** February 4, 2025  
**Subject:** Resolution No. 25-03 Amending the Fees and Charges for Short Term Rental Licenses

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## BACKGROUND

Short-Term Rental (STR) license administration, the STR program, and license fees have been assessed concurrently with proposed Ridgway Municipal Code updates for section 7-4-6(N) *Short-Term Rental Regulations* and 8-5 *Short-Term Rentals*. This memorandum introduces Resolution 25-03 establishing short-term rental license fees.

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## FEE ANALYSIS

Staff reviewed Short-term rental license fees from several peer communities. In general, peer communities have a varied approach to how they administer and charge fees for short-term rentals. Some summarized examples include:

1. **Ouray County:** 100 licenses are allotted in several zone districts. A new license costs \$300 dollars. Renewal happens annually and costs \$300 dollars per year/renewal period.
2. **City of Ouray:** 120 total licenses are allotted in several City zones. A new license costs \$750 dollars. Renewal happens annually and costs \$350 dollars per year/renewal period.
3. **Basalt:** \$460 annually.
4. **Town of Mt. Crested Butte:** Initial fee of \$275 plus \$10 per person that the unit is advertised to sleep. The annual renewal fee is \$10 per person plus \$200.
5. **Crested Butte:**
  - a. "Primary Occupancy License" maximum of 90 days of renting per calendar year and must be a primary residence \$250.
  - b. "Unlimited License" allowed in certain zones, \$800 per year.
6. **Silverthorne:** Annual fee, allowance based on neighborhood:
  - a. Studio -\$150
  - b. One Bedroom - \$200
  - c. Two Bedrooms -\$250
  - d. Three Bedrooms -\$300



- e. Four Bedrooms –\$350
- f. Five bedrooms – \$450
- g. Six or more bedrooms – \$500

Ridgway has been progressive in setting a Short-term rental cap at 50 licenses maximum, 42 of which are in use for the year 2025. The program generally seems to be working from a market standpoint, and the fees seem reasonable based on the potential income short-term renting can produce.

The fees assessed for the Town have not been updated since their initial adoption in 2017 via Resolution No. 17-02. License fees currently include: \$400 for a new license, and a \$400 renewal fee every two years. Current fees can be found in the attached Resolution No. 17-02.

Significant administration including onboarding, payment processing, STR tracking, inspection, and auditing short-term rental advertisements for compliance require multiple members of Town staff. Most notably, the Building Official conducts inspections before issuing a new license or a renewal license (every two years). If the property does not pass the inspection, the Official may need to mobilize and re-inspect. These failed inspections are often based on life and safety issues that are clearly defined in the code and repeated on the STR license application document.

## **CONCLUSION**

Staff finds that it is appropriate to charge an inspection fee, required every time the Building Official needs to inspect or re-inspect a property for a Short-term rental license. This fee may prompt license-holders to have everything in place to pass the inspection on the first attempt, and to not cut corners when readying their units for rental.

Staff also finds that the new license fee should be higher than the renewal, since there is significantly more administration required initially then upon renewal. Finally, staff has found that renewal fees are appropriate at this time. The proposed fee schedule is attached to this memo in Resolution No. 25-03.

## **ATTACHMENTS:**

1. Resolution No. 17-02
2. Resolution No. 25-03

RESOLUTION NO. 17-02

RESOLUTION OF THE RIDGWAY TOWN COUNCIL, STATE OF COLORADO,  
ESTABLISHING FEES AND CHARGES FOR SHORT TERM RENTAL LICENSES

THE RIDGWAY TOWN COUNCIL DOES RESOLVE AS FOLLOWS:

SECTION 1. Whereas on May 10, 2017 the Town Council established licensing for short term rentals, and in an effort to recuperate costs incurred for services required to insure health, safety and welfare and issue, monitor and track said licenses, the following fee schedule is adopted, effective May 11, 2017.

SECTION 2. FEES & CHARGES FOR SHORT TERM RENTAL LICENSES

License Fee	\$ 400.00
License Renewal	\$ 400.00
License Fee for Owner Occupied Residence Only Renting One Bedroom	\$ 300.00
License Renewal for Owner Occupied Residence Only Renting One Bedroom	\$ 300.00

The initial license term shall be June 10, 2017 through December 31, 2018.

Subsequent license terms shall be every two years, beginning January 1, 2019.

APPROVED AND ADOPTED the 10<sup>th</sup> day of May, 2017.

\_\_\_\_\_  
John I. Clark, Mayor

ATTEST:

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

**RESOLUTION NO. 25-03**

**A RESOLUTION OF THE TOWN COUNCIL OR THE TOWN OF RIDGWAY, COLORADO,  
AMENDING FEES AND CHARGES FOR SHORT TERM RENTAL LICENSES**

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

**WHEREAS**, the Ridgway Town Council has the authority to approve and establish, by resolution, a fee schedule to recuperate costs incurred for services requested by the public and provided by the Town; and

**WHEREAS**, the Town Council desires to achieve a common understanding of various costs for the citizens of Ridgway; and

**WHEREAS**, the Town Council desires to amend the fees and charges for Short Term Rental Licenses that were initially established with Resolution No. 17-02; and

**WHEREAS**, the Town Council finds that the amendment of the fees and charges for Short Term Rental Licenses is in the best interest and welfare of the residents of the Town.

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

*Fees and Charges for Short Term Rental Licenses*

*New License Fee* \$500.00

*License Renewal* \$400.00

*License Fee for Owner* \$300.00

*Occupied Residence Only  
Renting One Bedroom*

*License Renewal for* \$300.00

*Owner Occupied Residence  
Only Renting One Bedroom*

*Inspection Fee* \$50.00

*Reinspection Fee* \$50.00

**APPROVED AND ADOPTED** this 12<sup>th</sup> day of February 2025.

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John I. Clark, Mayor

ATTEST:

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Pam Kraft, MMC, Town Clerk



## AGENDA ITEM #9

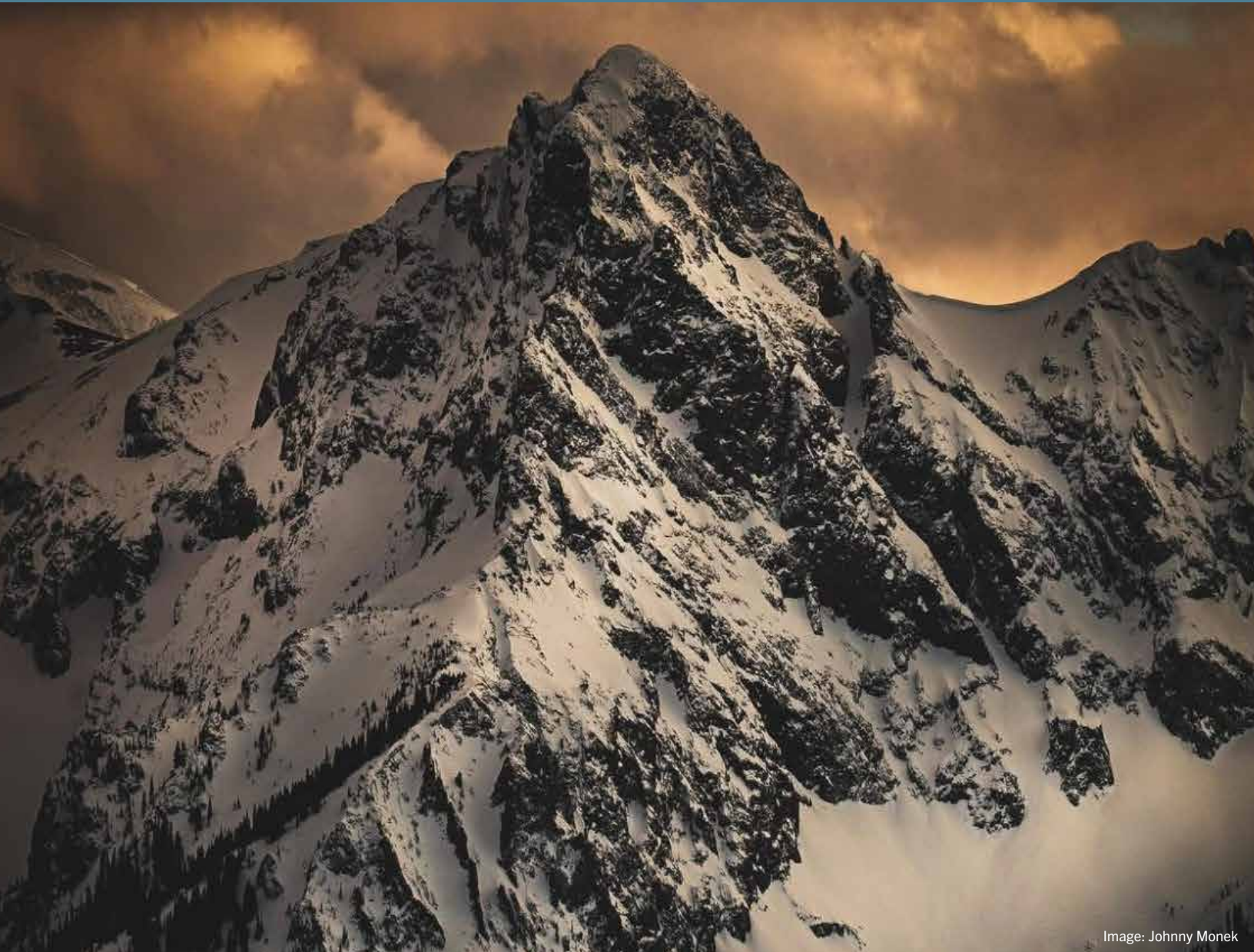


Image: Johnny Monek

**MISSION: PROMOTE BUSINESS, COMMUNITY GROWTH AND DEVELOPMENT IN THE TOWN OF RIDGWAY AND THE SURROUNDING AREA.**

Gravel Adventure Field Guide Launch Party



Image: Ashley Perkins

Noel Night Parade 2024 Women's Club



Image: Khyber Baer

Ridgway Invites You! Campaign at Ouray Visitor Center



Image: Ashley Perkins



## FROM THE BOARD PRESIDENT

### RIDGWAY AREA CHAMBER OF COMMERCE

In 2024, the Ridgway Area Chamber of Commerce (RACC) worked with our partners at the Colorado Tourism Office (CTO) through the Destination Development Mentorship Program that was awarded to our Executive Director Ashley Perkins in October 2023. This endeavor was sought in order to support continued energy behind a sustainable strategy for tourism and economic development in our community and efforts throughout the state of Colorado. This was achieved in a variety of ways including online messaging, social media marketing, community newsletters and networking with the Ridgway State Park, San Juan Mountain Association and the community. RACC also worked with the state to execute the Destination Blueprint project including a destination assessment and full-day workshop in October that was well attended providing a structure for 2025 leads on behalf of the business community. Perkins was also awarded a competitive fiscal grant totaling a \$20,000 project through a Tourism Management Grant to develop a digital commercial campaign to encourage year-round travel for 2025.

Myself and Board Member Sarah McCormick also held leadership enhancement meetings during the first quarter of 2024 that provided incredible value to our Executive Director. We continued to spearhead the Youth Volunteer and Career Fair, operate the Visitor Center, launched the publication of the Gravel Adventure Field Guide, spearheaded community gravel bike rides we coined Townie Tuesdays, held a Montrose Bucks presentation at the Decker Room and organized Noel Night for the third year in a row amongst other successes throughout the Ridgway community.

We would like to take this opportunity to give a special thanks to our at one point employee turned Chamber board Secretary Tanya Ishikawa for all her dedication to RACC over the years. Her wisdom and value will be greatly missed as we move into the new year. We would also like to thank Sarah McCormick and Shantel Messer for their time spent supporting Chamber efforts.

We are proud of the accomplishments on behalf of the chamber directors and staff and look forward to continuing to advance priority projects into 2025.

*- Jon Elliot*

RACC Board President

## BOARD OF DIRECTORS



### BOARD PRESIDENT JON ELLIOTT

Jon was born and raised in Denver moving to the area four years ago to become the branch manager for Aspen-Savatree. His desire to move to the community was for a new opportunity, drawn to the unbelievable beauty of Ridgway. Jon spends most of his time outdoors mountain biking, skiing, and enjoying the outdoors. He has been a Certified Arborist for over 35 years and enjoys working with people and trees every day.



### VICE PRESIDENT MICHİ COUNTRYMAN

Michi was born and raised in Germany, came to the United States in 1999 and settled in Ridgway with her family in 2015. Professionally, Michi started out in the hospitality industry but later shifted to an education and career as a mechanical/environmental engineer. After moving to Ridgway she purchased Ridgway Liquors in 2016 and has rebuilt it into a successful business. Michi enjoys various outdoor activities, cooking elaborate meals and socializing with friends around town.



### TREASURER JANE PULLIAM

Jane has been board treasurer since August 2020. She provides quarterly financial reporting and a year-end report to the RACC board at the annual budget retreat. She has worked for Middleton Accounting for 17 years as a client accountant for diverse businesses in the Ridgway/Montrose area. She has worked for the RACC for seven years, providing financial statements and bookkeeping.



### SECRETARY TANYA ISHIKAWA

Tanya is the executive director for the Uncompahgre Watershed Partnership, a Ouray County-based nonprofit with a mission of restoring and preserving the Upper Uncompahgre River Watershed. Also a writer, editor, and public relations consultant, she previously worked part-time for the chamber for five years on projects including the Annual Report, Visitor's Guide, website content, Member of the Month program, Youth Career & Volunteer Fair, Facebook posts, and news releases.



### MEMBER AT-LARGE SARAH MCCORMICK

Sarah and her husband Ian moved to the Western Slope to live a different way of life. Sarah's background is unique, consisting of many years of experience with horses as well as a career in sales and customer service. After purchasing a property and having a hard time finding the right contractor to work with to build their home, Sarah and Ian decided to start McDevCo, LLC. with the goal of providing a completely transparent process for building a new, custom home.



### MEMBER AT-LARGE MILES GRAHAM

Miles Graham is a strategic planning executive with decades of experience in infrastructure development and coalition building. From his Ridgway office, Miles manages some of the most complex and recognizable efforts in the Rocky Mountain West. His work includes the new Telluride Mountain Village gondola, modernization of the Aspen/Pitkin County Airport, and the largest water project in the Uncompahgre Valley since the Gunnison Tunnel.

## STAFF & CONSULTANT TEAM

The Chamber has developed an exceptional team of staff and contract partners to lead program implementation. This group of Ridgway-based professionals consists of individuals with strong connections throughout the community.



### EXECUTIVE DIRECTOR ASHLEY PERKINS

Ashley grew up in upstate New York and has lived in the Ridgway area since 2011. She transitioned into the role of Executive Director for the RACC in September 2021, after leaving her position as a customer service representative for Alpine Bank that she held for almost seven years. Ashley also served as Secretary of the Board from 2019-2021. She truly loves the lifestyle of Southwest Colorado and when not at work she enjoys getting outdoors with her dog, Reymi.



### COMMUNICATIONS CONSULTANT CATHERINE JOHNSON

Catherine is the owner of Captivate Consulting, and has years of experience in marketing, public relations and website development. She graduated from Georgia State University with two bachelor degrees in business administration and started her career by doing freelance marketing for real estate firms in Telluride. When she's not behind the computer, Catherine is either teaching yoga, crafting, or spending quality time with her family. Catherine left the chamber in August 2024.



### WEBSITE AND TECHNOLOGY PARTNER DANIEL BARON

Daniel is the owner of Joomla Design Studios, a web design and development business specializing in building Joomla, WordPress and Ecommerce websites. He focuses on custom development and features such as membership systems, donations, business directories, and content management. In his free time, he enjoys spending time with his family and staying active with hobbies like swimming and racquetball.



### MEDIA & DESIGN PARTNER NICOLE GREENE

Nicole is a graphic and web designer who loves to work with clients in a collective and creative process to help them to grow and thrive. Her boutique design firm is Sprout Design Studio, founded in 2006 and working with entities in the San Juan Mountains, throughout the United States, as well as internationally. Sprout grows ideas into successful brand identities with brilliant strategies and stunning results by giving businesses an integrated look and feel as well as building platforms that connect brands to their target audiences.

### ACCOUNTANT JANE PULLIAM

Please see bio in Board of Directors section, page 3.

## 2024 RIDGWAY VISITOR CENTER STAFF AND VOLUNTEERS

Bob Diaz, Ed Bovy, Karen Henderson, Carolyn Beardshear, Tanya Ishikawa, Brianne DeIRolph, Marty Frank, Khyber Baer

## THANK YOU, FORMER 2024 BOARD MEMBERS

The RACC would like to take this time to share our gratitude to Board of Directors who have transitioned on from the chamber for 2025

Tanya Ishikawa, Sarah McCormick, Shantel Messer

# RIDGWAYCOLORADO.COM



With the help of search engine optimization RidgwayColorado.com remains the first result for the search keyword "Ridgway Colorado" on Google, Bing, Yahoo and more.

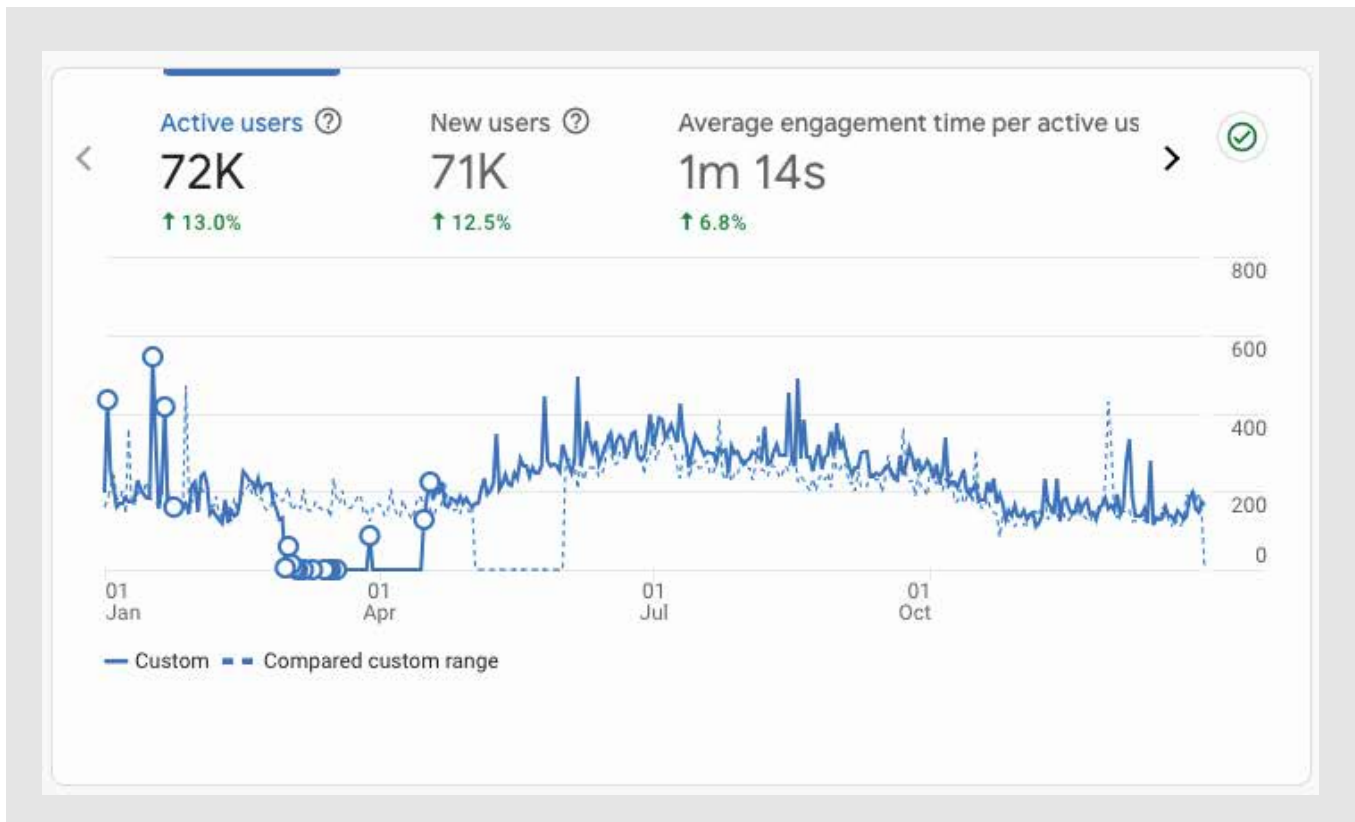
## WEBSITE OVERVIEW JOOMLA! DESIGN STUDIOS

Daniel Baron, our web developer and owner of Joomla Design Studios (JDS), along with his team, collaborated with the RACC staff and contractors to ensure the RidgwayColorado.com website remains an accessible, top-search result for online information about the Ridgway area in 2024. Daniel worked with RACC Board Director as well as provided personal outreach to business owners wishing to update their information on Ridgwaycolorado.com website.

Our prior web developer though at one time a Ridgway local had relocated to Portugal over the years. Daniel and his team are based out of Denver. This was our first year working with Joomla! Design Studios.

## PERFORMANCE SUMMARY

This year the Ridgway Area Chamber of Commerce’s website (www.RidgwayColorado.com) underwent significant improvements, transforming it into an exceptional hub for resources, business listings, events, news and press releases and more. By prioritizing user experience (UX) and implementing a modern, intuitive design, the Chamber overcame previous challenges and delivered a platform that seamlessly serves its audience.



These enhancements led to remarkable results: website traffic surged by an additional 70,000 users compared to 2023, and the average engagement time experienced a notable increase of 5 seconds per visit, reflecting the site's improved usability and engaging content. The total number of active users was 72,000. In the third quarter, results for average session time went up to 8 minutes and 12 seconds foreseeably due to the Chamber’s Noel Night. Looking ahead to 2025, the Chamber is committed to building on this success by continuing to enhance functionality and user satisfaction.



# RIDGWAYCOLORADO.COM

RidgwayColorado.com remains a critical and powerful asset to promote our business and nonprofit community.



## TOP PAGE PERFORMANCE

In 2024, the top 10 pages on the site by page view are:

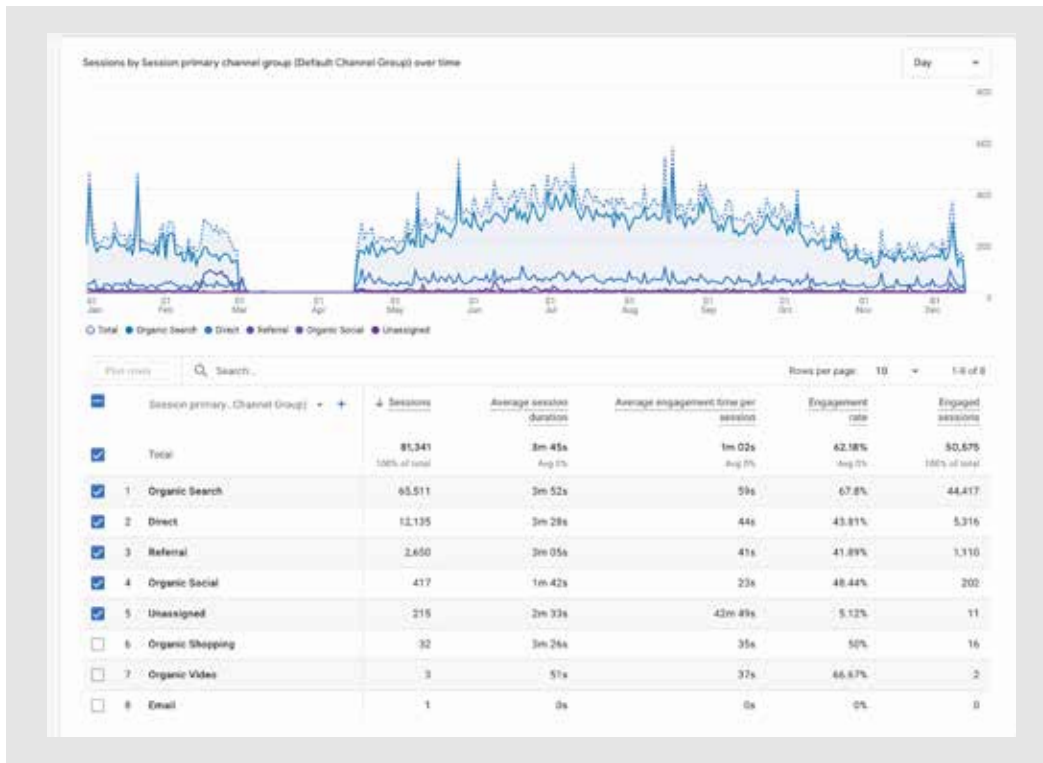
1. Welcome to Ridgway Colorado
2. Orvis Hot Springs
3. Things To Do
4. Accommodations and Lodging
5. True Grit Movie Page
6. Ouray Hot Springs
7. Ridgway Area Events
8. Restaurants, Coffee Shops and Bars – Local Businesses
9. Local Events
10. Dining

### Active users by City



CITY	ACTIVE USERS	
Denver	8.5K	↑42.4%
Englewood	3.9K	↑22.4%
Ridgway	2.3K	↑40.8%
Montrose	1.9K	↑18.1%
Dallas	2K	↑27.9%
Phoenix	1.8K	↑27.5%
Chicago	1.5K	↑53.1%

As we shift our focus to improving the navigation and interface of our website, it is resourceful to acknowledge that we are still incurring exceptional growth, and most importantly, within our community. In 2024, Ridgway users accessed our website 41% more than in the previous year, meaning that our community is becoming more engaged and more aware of the www.RidgwayColorado.com website including as an asset for our local events landing page.





## SUSTAINABLE TOURISM FOCUS



With the achievement of receiving 100 hours of consulting through the destination development mentorship at the Colorado state tourism office in 2023 and working with tourism mentor Amy Cassidy, the RACC continued to improve upon responsible and sustainable messaging for locals and visitors to our community for year round vitality. As an organization, we achieve this by lessening our environmental impact by creating more marketing material with QR codes and a bi-annual and digital Visitor Guide. RACC has also spearheaded our second Annual Earth Day volunteer opportunity that coincides with the Annual Town Dumpster Day.



RACC continues to support conscious-minded, forward facing materials to encourage kind engagement with our community and environment. One can find this with messaging in our Gravel Adventure Field Guide publication, social media posts, e-blasts, and on our website here. We are set to partner more with the Care for Colorado initiative and the Do Ridgway Right campaign offered by the Colorado Tourism Office in the coming months through continuing programs like the Destination Blueprint project and Do Colorado Right state-wide tourism focus.

The RACC continues to engage and partner with Dark Sky subcommittee members, we spearheaded the creation of the Gravel Adventure Guide for bike enthusiasts, introduced our gravel ride inspired Townie Tuesdays (the first Tuesday of each month from July to October), collaborated with the Ridgway FUSE and artist community through the Colorado Creative Corridor, and attract visitors interested in supporting and preserving the assets of our local community.

## VISITOR'S GUIDE + GRAVEL ADVENTURE FIELD GUIDE

To save on increasing printing costs with a limited budget, RACC did not print a new guide for 2024 and instead set out to publish a Gravel Adventure Field Guide (GAFG). This helped to still showcase our community in a wider capacity, appealing to like-minded visitors to travel to our area. RACC was able to develop the GAFG at zero cost having received a grant from the Colorado Office of Economic Development and International Trade (OEDIT) for a total of \$34,500 in 2023.

RACC held a publication launch party in April 2024 at the Colorado Boy Depot and over 100 people attended the launch. 9,000 copies were distributed on behalf of the grant with more publications available for purchase on the Gravel Guide website found here. Publications can be found all across the state of Colorado and helps to showcase the partnership with the West End and Montrose Communities.





# VISITOR CENTER

## OPERATIONS AND YOUTH CAREER FAIR



Once again, operations of the Ridgway Visitor Center began Memorial Day weekend for 2024 and stayed open until mid-October 2024. RACC Executive Director Perkins was able to harbor a wonderful volunteer and staff team for 2024 allowing the Visitor Center to be open 7 days a week; 10am-4pm. RACC was able to have the steady support of 7 volunteer and staff members accommodating over 50% more visitors than the previous year, totalling approximately 1,564 individuals that came through the center this year.

Volunteers offered help by creating information signage to be hung under the park's open sign for additional awareness of the Ridgway location in 2024. As project operations have been at a standstill regarding the Visitor Center and Heritage Park Master Plan following COVID, RACC seeks to further engage with Town representatives to seek opportunities for this important asset to the community making it more visible in 2025.



With the Visitors Center in operation, the chamber helped provide historic information and location direction for the community via Things to Do, hiking maps and trail information and other travel info. Information regarding True Grit Tours, which are now starting at the gazebo in front of Town Hall were also provided; tours were held consistently on Fridays beginning at 3 p.m., with private tours available by appointment.

Special thanks to Bob Diaz, BriAnne DelRolph, Ed Bovy, Karen Henderson, Carolyn Beardshear, Tanya Ishikawa, and Marty Frank.

## 6TH ANNUAL YOUTH VOLUNTEER AND CAREER FAIR SPEARHEADED BY RACC



RACC is proud to once again coordinate the Volunteer & Career Fair at Ridgway Secondary School in 2024 which again demonstrated a real benefit, introducing middle and high schoolers to jobs and providing employers and nonprofits with the opportunity to meet potential employees and volunteers. Information tables were staffed by representatives from approximately 30 for profit, non profit and town services such as the local fire department and military. The fair is not only a valuable way to connect youth to professional and community service experiences that boost resumes and college applications but also allows students to practice important job-seeking skills.

## ONLINE + PRINT MEDIA

### ONLINE AND PRINT PROMOTION AND MARKETING



Ridgway's social media followers increased for a combined 41% between Facebook and Instagram in 2024

The bi-monthly community e-blast is currently being sent out to 2,150-plus contacts as we continue to seek to grow our audience. Individual Chamber news updates are being sent on behalf of the Executive Director when pertinent information needed to be provided throughout the year.

The chamber is continuing to enhance its digital presence and imprint on social media with much success for 2024. Since January, taking into consideration **both our Instagram and Facebook followers has increased for a total of 41% this year.** Instagram followers increased from 4,300-5,722 for a total of 33%; Facebook increased from 1,000 followers to 1,181 for an increase of 18%.

In 2024, Perkins once again met quarterly with tourism collaborative partners from Montrose, Ouray, Telluride, Durango and now Black Canyon representatives on a quarterly basis to support regional tourism, communicate and share marketing successes in addition to event information. She collaborates frequently with the tourism marketing director Kailey Rhoten in Ouray.

The chamber marketed community and chamber driven events through our website [ridgwaycolorado.com](http://ridgwaycolorado.com), newsletters and social media marketing. RACC also strives to keep our business directory up to date, and printed and distributed a downtown walking map in 2024.

The RACC developed a Gravel Adventure Field Guide for the Ridgway area, western San Juan Mountains, and southern Uncompahgre Plateau region titled Ridgway/West End/Montrose guide which was released in spring 2024.

The chamber and member businesses continued to garner online and print media coverage in 2024. Popular topics included grant recipients announcements and local events such as our successful Noel Night.

### PRESS RELEASE COVERAGE

CLICK ON  
HEADLINES  
TO VIEW  
ARTICLES



Colorado Tourism Office Awards 16 Tourism Marketing Grant to Boost Statewide Marketing Efforts October 20, 2024

Celebrate the Season at Ridgway's Noel Night by Ashley Perkins November 18, 2024



## ANOTHER SPECIAL NOEL NIGHT BY THE RIDGWAY CHAMBER



Led by Executive Director Perkins and Vice President Michi Countryman, the RACC took charge to organize and plan Ridgway's Noel Night for the third year in a row. The RACC began coordinating the event in August with the permitting process for the street closure. The organization went back to a single day event in 2024 and spearheaded marketing for the event with sponsorship opportunities, Save the Date flyer alerts and schedule of events. Forty-one businesses participated with over 90% of businesses sharing in person feedback as a successful evening.

Primary events for 2024 included: a tree lighting at Hartwell Park, downtown holiday parade, professional photos with Santa, winter train rides, living nativity scene, an ugly Christmas sweater party at STEPS Tavern in addition to all the business offerings throughout the evening. The tree lighting ceremony was made possible by RACC President Jon Elliott with AspenSavatree.



## STATEWIDE PROMOTION & OFF-SEASON MARKETING STRATEGY

### 2024 COLORADO TOURISM ORGANIZATION'S GOVERNOR'S CONFERENCE

Once again, Executive Director Perkins attended this year's Governor's Conference organized by the Colorado Tourism Office in Fort Collins, Colorado held September 25th through the 27th. The annual, three-day conference is an opportunity for tourism professionals and industry leaders to learn and network. Participants assess current activities and find new approaches to market the state, local communities, and businesses. Speakers from throughout the country challenge and inspire attendees. This year's focus was destination development and stewardship exercises as well as best sustainability practices and promotion techniques regarding responsible visitation and off-peak season opportunities.

### GRAVEL ADVENTURE FIELD GUIDE PARTNERSHIP

Over the past couple of years, the RACC collaborated with partners in Montrose and San Miguel counties as well as with local Ridgway bike enthusiasts to create the Ridgway/West End/Montrose Gravel Adventure Field Guide. In 2023, RACC Board Secretary Tanya Ishikawa applied for a Colorado Outdoor Recreation Grant and was awarded with the Chamber receiving \$34,500 to fund the creation of a Southwest-centric Gravel Adventure Field Guide Book. The pocket-sized, field guidebook was designed to attract, connect, and inspire cycling enthusiasts by providing route recommendations with maps and culturally relevant content such as history and imagery. It has been intended to capture in and out-of-state tourists and elevate our region's reputation as a gravel bike destination, while also enhancing its quality of life.

The chamber and dedicated volunteers from around the region began working on guide content in fall 2023, and the guidebook was released during our launch party at the Colorado Boy Depot held in April 2024. Since the guide's creation RACC has also spearheaded Townie Tuesdays beginning July-October 2024. The rides start at various business locations to support local establishments and has also proven to be a great way for newcomers to connect with the community. RACC intends to do Townie Tuesday rides from May-October for this upcoming year for six months worth of opportunities for the community to get outside and think outside.

### COLORADO TOURISM'S DESTINATION BLUEPRINT PROGRAM

In summer of 2024 RACC was awarded the Destination Blueprint Program opportunity through the Colorado Tourism Office. This program offered the Ridgway chamber the opportunity to be paired with a tourism consultant that worked together with our Executive Director to build a core team with a diverse background in community engagement that met three times in August/September before organizing a full day visioning and action planning workshop held at the Decker Community Room. The workshop provided the chance for locals to engage in solutions based goals and initiatives helping to structure a tourism strategic plan and supporting economic development for the area. The workshop was held at the end of October with many town representatives and community members in attendance.

The Destination Blueprint Program also provided free destination assessment and visitor information gathering. In partnership with the state, two surveys were developed titled the Resident Sentiment survey for feedback regarding tourism and a Tourism Stakeholder survey. Destination data will continue to be available after the program has concluded. 100 hours of project-based consulting was also provided through this program.



# COLORADO CREATIVE CORRIDOR

## ITINERARY DEVELOPMENT & STATEWIDE PROMOTION



For the sixth consecutive year, the Ridgway Chamber teamed up with the Town of Ridgway and the Ridgway Creative District to support the Colorado Creative Corridor (CCC) project continuing to support synergy between tourism and creative district entities. Since 2018, the majority of this work has been funded through four consecutive tourism grants equaling \$25,000 in Marketing Matching grants. The CCC is a 331-mile route that links the mountain towns of Carbondale, Crested Butte, Paonia, Ridgway, Salida and Gunnison. Ridgway works with the five partnering communities and a marketing firm to promote visitor experiences, which include event programming and activities.

The CCC continues to provide a positive networking opportunity for the Ridgway community helping to connect other rural mountain communities and support chamber efforts for creative minded visitation to our area as well as supporting the Ridgway FUSE, also known as the Ridgway Creative District, through this additional marketing opportunity.

One of the primary goals for the RACC is to continue to support the marketing efforts through partnering with the CCC by engaging in a platform to promote all Ridgway area businesses and nonprofits especially during the off-peak season. We are excited for this project to keep bringing value to the business and creative economy for years to come and these efforts continue to provide an important example of the positive impact of Chamber/Town collaboration.



## 2024 MARKETING SUCCESSES FROM PROMOTING RIDGWAY THROUGH THE COLORADO CREATIVE CORRIDOR

In spring, 2024, 4,000 brochures were created and delivered to various visitors centers around Colorado, including:

- Colorado Creative Corridor partner destinations
- Colorado Creative Industries Summit
- Alamosa Welcome Center
- Burlington Welcome Center
- Cortez Welcome Center
- Dinosaur Welcome Center
- Ft. Collins Welcome Center
- Fruity Welcome Center
- Julesburg Welcome Center
- Lamar Welcome Center
- Silverthorne Welcome Center
- Trinidad Welcome Center

### WEBSITE STATS

(February 1 - June 30, 2024)

665 unique users  
4,349 pages visited

### Top search queries:

- Colorado Creative Corridor
- Creative Corridor
- Gunnison Creative District
- Colorado Creative
- Sweetgrass Paonia
- Carbondale First Friday

### SOCIAL STATS

Impressions: 23,600  
Reach: ~7,000  
Content interactions: 560

\*Efforts for the Colorado Creative Corridor paused at the end of August 2024 to refocus on capacity and marketing approach. Still TBD.



## LOCAL BUSINESS SUPPORT

The Chamber Board and staff are excited to serve the business and nonprofit members of the Ridgway Area Chamber of Commerce.

### CHAMBER MEMBERSHIP SERVICES

The RACC Board and staff are excited to continue to serve the large Ridgway business community as well as our supportive members. Financial contributions made by our paid members help to further our abilities and service capacities to enhance each organization and the town's marketing presence. While the Chamber's activities support the promotion of Ridgway businesses both for profit and non profit as a whole, paid members are offered premium placement in advertising and marketing to boost their visibility and help to support in potential increase of customer referrals. Members also receive discounts for event participation. Serving our members remains important to the chamber. We seek to hire a membership and marketing manager for 2025.

The Chamber is dedicated to providing value to business at large by continuing to invest in marketing assets, as well as state and regional partnerships. Our core marketing assets include: the RidgwayColorado.com website, new Ridgway Visitor's Guide (biannual) focus, social media such as Facebook and Instagram, manage Ridgway Visitor Center, print/digital advertising, and media relations, along with key partners that amplify our marketing efforts. We also assist in connecting local organizations to CTO promotions, collaborating on networking opportunities through member promotions and events, and having a voice in local government.

### BI-MONTHLY E-BLAST

The Chamber continues to send out bi-monthly community e-blasts typically on Thursday the second and fourth week of each month, to a list of nearly 2,200 targeted recipients. Email content includes the following sections: Member of the Month, Business Specials, Upcoming Events, Job Openings, Ridgway in the Media, RACC News, Save the Date, and Responsible Travel Tips and more. The plan is to progress and strategize the visitor e-newsletter in 2025 to take advantage of promotion to the list of over 6000 subscribers.

### MEMBER OF THE MONTH

The Member of the Month program continued to highlight Chamber members across several marketing channels in 2024. Each month, one participating business or nonprofit is selected and promoted through: a news article on the Chamber's website, announcements in two bi-monthly e-blasts; and social media posts.

### TOWNIE TUESDAYS

In an effort to showcase our new publication of the Gravel Adventure Field Guide for the Uncompahgre region, Director Perkins organized a series of Townie Tuesdays which began at a local business location and took participants on one of the gravel routes in the Ridgway area. For 2024, RACC spearheaded four community rides from July to October with an average of twenty participants per ride. Those who attended the Townie Tuesdays found it a valuable way to experience and support establishments in town while also appreciating the networking opportunity and health-centric focus the gravel rides provided.

### SHOP LOCAL!

The Chamber's shop local efforts in 2024 began with a presentation by the town representatives in Montrose regarding their Montrose Bucks Program Dawn Dovey and Gunnison Clamp. RACC was seeking to do a comparable shop local initiative coined Ridgway Local Bucks as an opportunity to encourage locals to support Ridgway businesses. The presentation was held at the Decker Community Room on Tuesday, August 20, 2024 from 5:30pm-7pm.

RACC also spearheaded the design, publication and distribution of the Ridgway Invites You! Coupon Campaign for 2024. With 23 participating businesses across a variety of genres, RACC printed over 1,000 copies and distributed these coupons through satellite communities throughout the southwest region from Durango to Grand Junction to Rico.

Lastly, RACC is incredibly proud of the success of this year's Noel Night held Friday, December 6th 2024. In our third year as the organizers of this event, we were happy to showcase the community with a variety of wonderful events including but not limited to a community tree lighting ceremony, downtown holiday parade, professional Santa photos, a winter train ride and a living nativity scene. For the first time since taking on the event, RACC reached out to potential sponsors and was able to increase our ability to market the event across a variety of platforms including radio ads, press releases, social media, online articles and more.

### MEMBER & VOLUNTEER APPRECIATION DINNER

Member and Volunteer Appreciation Dinner is set for February 6th, 2025

# FINANCIAL MANAGEMENT

## HOW WE MANAGE OUR RESOURCES



Chamber funding steadily increased with reallocated percentage of LOT funds

In 2024, the RACC managed a budget of \$108,750 of Lodging Occupancy Tax (LOT) funds from the Town of Ridgway presented at last year's Annual Report presentation held in February. At year's end, RACC received \$122,281.33 in LOT for 2024, an increase of 22.6% over 2023. In the months where the percent by the Chamber changed (April-December) we averaged a 35% increase of LOT in 2023.

In efforts to become a more productive and effective marketing entity for the community per Town contract requirements and community needs, the RACC is in the third year of working with a full-time Executive Director. With a volunteer board of business owners, majority of the tasks between Chamber Board of Directors and Town staff, Perkins manages her time between both entities as a non profit organization working interdependently on behalf of the Ridgway business community as well as in the role of a Destination Marketing Organization challenged with being the sole organization for tourism and marketing community-wide purposes.

With regard to a limited budget, our Executive Director has been effective in acquiring grants to help support the organization and the charges placed before the Chamber.

Pertaining to the importance of acquiring grants with the Chamber having a limited budget, the production of the Gravel Adventure Field Guide for Southwest Colorado, expenses were paid to OEDIT and reimbursed for 2024. For 2025, RACC has been awarded a CTO Tourism Marketing Grant to implement a digital marketing campaign working with film developers out of Denver for both a "shoulder season" tourism and marketing focus as well as a summer tourism and marketing focus. The videos will be used to market the Ridgway community at both the Montrose and Telluride airports and Telluride news segments. They will also be utilized in RACC's social media advertising as well as displayed on the [ridgwaycolorado.com](http://ridgwaycolorado.com) website.

The accompanying financial report was prepared by Middleton Accounting & Consulting, which has provided all the RACC's accounting and financial reporting since 2018. This report comes directly from QuickBooks, and reflects a detailed P&L statement for the LOT budget for 2024.

Ridgway Area Chamber of Commerce Profit & Loss January through December 2024		Jan - Dec 24
0:27 PM 01/16/25 Accrual Basis		
Ordinary Income/Expense		
Income		
4200 - Events and Sponsorship Income		4,595.00
4000 - Contributions & Donations		205.00
4600 - Grant Income		36,500.00
4500 - Lodging Tax Income		122,281.33
4125 - Membership Dues		12,141.75
4400 - Merchandise Sales		1,039.07
4430 - Youth Volunteer & Career Fair		75.00
<b>Total Income</b>		<b>176,837.15</b>
Cost of Goods Sold		162.50
<b>Gross Profit</b>		<b>176,674.65</b>
Expense		
8010 - Advertising and Promotion		
8011 - Creative District Corridor		2,500.00
8023 - OEDIT Grant Expense		26,000.00
8016 - Online Media and Advertising		2,995.83
8009 - Print Media and Advertising		3,783.41
8013 - Travel / CTO Conf		415.88
8012 - Website Upgrades and Operations		12,130.44
<b>Total 8010 - Advertising and Promotion</b>		<b>47,834.56</b>
8020 - Bank Service Charges		455.55
8030 - Board of Directors Expenses		1,797.65
8035 - Credit Card Merchant Fee		155.44
8050 - Dues and Subscriptions		2,850.15
8200 - Events and Sponsorships		1,387.52
8080 - Interest Expense		79.14
7900 - Networking & Meeting Meals		974.33
7100 - Membership Expense		1,275.00
8155 - Over / short		-33.17
66000 - Payroll Expenses		60,263.81
8170 - Postage		108.12
8160 - Professional Fees		9,523.50
8172 - Rent Expense		10.00
8173 - Ridgway Noel Night		3,977.17
8174 - Sales Tax Variance		0.03
8180 - Travel Expenses		760.20
8300 - Vendor Service Fees		-1.17
8000 - Visitor Center Operations		10,139.13
<b>Total Expense</b>		<b>150,636.96</b>
<b>Net Ordinary Income</b>		<b>26,037.69</b>
Other Income/Expense		
Other Income		1,316.30
<b>Net Other Income</b>		<b>1,316.30</b>
<b>Net Income</b>		<b>27,353.99</b>



## 2025 PLANS



The RACC is both a member and non-member-based association supporting local businesses and nonprofits, as well as a destination organization for the Town of Ridgway. The chamber supports the local economy through promotion and marketing, networking opportunities, education, and resources. Executive Director Perkins has built a strong partnership with the Colorado Tourism Office over the past few years in her role with RACC including receiving the Destination Development Mentorship Program, the CTO's Destination Blueprint Program which included a destination assessment and full day workshop and is now one of 16 organizations to receive a Tourism Marketing Grant for 2025.

The CTO's Tourism Marketing Grant will provide the Chamber with a \$20,000 budget to produce a digital commercial campaign that will be displayed in the Montrose Regional Airport as well as Telluride advertising channels. The material developed will also be used to help enhance other areas of the Chamber's digital marketing such as on the [ridgwaycolorado.com](http://ridgwaycolorado.com) website and social media.

For 2025, the RACC also plans on developing subcommittees such as a shop local subcommittee, events subcommittee and a membership subcommittee. This includes quarterly business roundtables organized and spearheaded by the Chamber's Board of Directors as well as the RACC Executive Director. Other events for 2025 include: the Annual Membership and Volunteer Dinner, the Youth Volunteer and Career Fair, Townie Tuesday's (May-October), Earth Day, the Chamber Golf Tournament and Noel Night.

Once again, the RACC would like to thank all of our members, the Town of Ridgway, our staff, contractors, volunteers, partners, and the local business and nonprofit communities for your genuine support and continued engagement with the chamber. We look forward to 2024 with our new focus and building on our experience from this previous year.

## NEW BOARD MEMBERS FOR 2025



### BOARD SECRETARY MADISON GUSTAFSON

Madison, a Texas native, moved to Ridgway from Massachusetts in 2020. She is the Enrichment Site Director for Voyager Youth Program, managing early childhood and school-age programs, and also serves on the management team at the Bon Ton restaurant in Ouray. Passionate about the outdoors, Madison spends her free time hiking, jeeping, and camping with her fiancé, embracing the beauty and adventure of Colorado's landscape.



### MEMBER AT-LARGE NICOLE OUELLETTE

Nicole is co-owner of Taco Del Gnar, and focuses on growing her event planning business, Sisu Event Company. With strong organizational skills and clear communication, she strives to create seamless experiences for those she serves. As a devoted mother and outdoor enthusiast, she's deeply connected to the Ridgway community and dedicated to its vitality. Her approach blends professionalism with warmth, fostering meaningful connections and memorable experiences.

To: Town of Ridgway  
From: Ridgway Area Chamber of Commerce  
Subject: 2025 Lodging Tax Budget Request  
Date: February 6, 2025

Dear Ridgway Town Council,

Following our Annual Report presentation, the Ridgway Area Chamber of Commerce (RACC) graciously includes this year's 2025 Marketing financial request through the utilization of lodging tax and seeks the approval of the Town of Ridgway and its council members. We are considerably pleased with the results outlined in the 2024 Scope of Work and the deliverables the chamber was able to achieve. Our board and staff value our partnership and relationship with both community leaders at the Town and our local business owners. RACC hopes to build upon the successes and strides our organization has continued to accomplish over recent years.

In the year 2024, the RACC managed a budget of \$107,250 that was presented to the council this time last year and approved. With the adjusted Lodging Tax (LOT) following Ridgway voter approval in 2023 from 3.5% to 6% and the reallocation of funds 50/50 between the chamber organization and the Town of Ridgway our income showed a 35% increase for 2024 once reallocation went into effect. With this projection, RACC looks to request LOT with a budget of \$130,000 for 2025. A year-end Lodging Tax P&L statement has been provided in our Annual Report packet.

The 2025 budget request will serve as the operating structure for RACC's marketing plan for the coming year. It is designed to ensure that our organizational and community goals are met and that Lodging Tax funds are leveraged to their maximum potential while working hard against duplicating efforts. The execution of this budget and marketing plan will be led by the Chamber Executive Director, with the support and oversight from the RACC Board of Directors, as well as continued input from the local business and partners, including the Town of Ridgway.

We thank you for your consideration, continued partnership, and support regarding these efforts.

Sincerely,

*Michi Countryman*

Michi Countryman  
Board of Directors Interim President  
Ridgway Area Chamber of Commerce



## 2025 Lodging Tax Budget for the RACC

### Projected 2025 Lodging Tax Budget

This is the summary of the budget request and categories. A more detailed narrative on each category can be found below:

Staff and Accounting Expenses	\$84,850
Print Media and Advertising including Visitor Guide	\$12,000
Online Media and Website Operations	\$15,000
Visitor Center Operations	\$9,450
General Operating Expenses	\$6,700
Events	\$2,000
Total	\$130,000

### 2025 Lodging Tax Budget Narrative

#### **Staff and Accounting Expenses (\$84,850)**

This includes our Executive Director at \$64,000 plus payroll expenses that equal \$11,300. This also includes our work with Middleton Accounting for their professional accounting and bookkeeping services that equal \$8,250. Sprout Design, our subcontractor for design of the Annual Report, is \$1,300.

#### **Print Media and Advertising including Visitor Guide (\$12,000)**

This includes content development, design, creation and distribution of this year's Visitors Guide. Also includes print projects such as a bi-annual walking map, shop local coupon campaign opportunities and other print marketing opportunities that should arise.

#### **Online Media and Website Operations (\$15,000)**

This includes work with our web developers Joomla! Design Studios for website upgrades and enhancements with consideration of a part-time Executive Assistant position.

### **Visitor Center Operations (\$9,450)**

This includes expenses of internet, water, trash and sewer. Includes merchandise purchases and weekend staff.

### **General Operating Expenses (\$6,700)**

This includes Board of Director Insurance, dues and subscriptions, networking and meals. This includes travel expenses for the Executive Director to attend the Annual Colorado Tourism Office's Governors Conference.

### **Events (\$2,000)**

This includes Noel Night as our primary event. This includes the Youth Volunteer and Career Fair, quarterly business roundtables, Townie Tuesdays, the Annual Golf Open and others that should arise.

***We thank the Town Council and staff for their partnership in this important work on behalf of our local business community.***

**Ridgway Area Chamber of Commerce**

150 Racecourse Road, Ridgway CO 81432 1-800-220-4959 970-626-5181 [info@RidgwayColorado.com](mailto:info@RidgwayColorado.com) RidgwayColorado.com

## AGENDA ITEM #10



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: February 7, 2025  
Agenda Topic: **Discussion and direction regarding tourism promotion and marketing services for the Town of Ridgway, and potential action on Professional Services Agreement for tourism promotion services between the Town of Ridgway and the Ridgway Area Chamber of Commerce**

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#### **SUMMARY:**

Council is asked to provide direction on how the Town should proceed in implementing tourism promotion and marketing services for the Town of Ridgway. More specifically, direction is requested on whether to renew the Professional Services Agreement (PSA) with the Ridgway Area Chamber of Commerce (“RACC”) for the services stated above for FY2025 or to explore other options. Staff has prepared a new PSA between the Town and RACC for Council consideration in the event that option is elected. The PSA for the 2025 calendar year is attached to this memo as Exhibit 1.

#### **BACKGROUND:**

In 1992, the Town’s first Lodging Tax of \$1 per night per occupied room was adopted. In 2002, Ridgway voters approved changing the Lodging Tax to \$2 per night with half the revenues for tourism promotion and the other half for mitigating the effects of tourism and growth. In November 2015, the Ridgway electorate approved a ballot question changing the Town’s Lodging Tax rate from \$2 per room per night to 3.5 percent per room per night. In addition, voters agreed that “up to 70% of the proceeds of the Lodging Tax be used for tourism promotion and economic development.” This change was codified via Ordinance No. 01-2016. In November 2023, Ballot Issue 2A was passed by voters authorizing a change to the Lodging Tax rate from 3.5% to 6.0% and a modification to how the proceeds are used. More specifically, 50% of the net lodging tax revenues received by the Town are now used for tourism promotion and economic development purposes and the other 50% of the net lodging tax revenues are used to advance affordable housing and childhood care and education efforts. This change was codified via Ordinance No. 08-2023.

For many years, the Town has partnered with RACC to spearhead tourism promotion, economic development, and general marketing efforts. In 2024, the Town Council approved a PSA with the RACC in which RACC agreed, “to operate a Visitor Center within the Town of Ridgway for the purpose of welcoming visitors and tourists and providing information and resources to the public for the benefit of all local businesses, residents and the Ridgway area.” That agreement articulates the Town and Chamber’s “desire to work cooperatively with each other, and other community entities and organizations, to develop economic development strategies that benefit the community and Ridgway area.” That agreement expired on December 31, 2024, and is appended to this memo as Exhibit 2 for Council reference.

#### **OPTIONS FOR CONSIDERATION:**

Several options for Council to consider are as follows:

- 1) Renew a PSA with the Ridgway Area Chamber of Commerce for a specific term. If Council were to choose this option, staff would recommend a term of one year.
- 2) Immediately pursue a competitive process by way of a Request for Proposal (RFP), so that any entity or individual with proven marketing and tourism promotion experience may submit a proposal to



highlight their experience and capabilities to successfully deliver on the scope of services required. An ad-hoc review committee made up of members of Town staff, Town Council, community members, and other stakeholders would be established to review proposals and make a recommendation to Town Council. This option would take approximately three to four months before a contract is awarded and a firm/organization/individual is onboarded. RACC would be welcome to submit a proposal in response to the RFP.

- 3) Renew a PSA with the Ridgway Area Chamber of Commerce for a term of one year and direct staff to pursue a competitive solicitation process (as described in option 2) in late summer/early fall of 2025 so a contract can be awarded in conjunction with the budget process for FY2026.
- 4) Bring tourism promotion services “in-house” by hiring staff to fill roles previously assigned to contractors.

The options above have been presented in an attempt to support the long-term success of the tourism promotion effort. At this time, staff does not recommend the pursuit of option 4. Staff would lean more heavily toward options 2 or 3 due to the prudent nature of holding a competitive solicitation process and based on the procurement policies the Town has in place. Staff believes the responsible party should demonstrate a commitment to inclusive, comprehensive promotion, proactively educating visitors and locals about the wide range of activities in our community.

**ATTACHMENTS:**

Exhibit 1 – 2025 Professional Services Agreement

Exhibit 2 – 2024 Professional Services Agreement



## PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into as of this \_\_\_\_\_ day of February 2025, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and the Ridgway Area Chamber of Commerce, hereinafter referred to as "Contractor".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform services in accordance with the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference. Any material changes to Exhibit A and Budget shall be submitted to the Town Council in writing for approval prior to any change.

2. **TIME OF COMPLETION**

The services to be performed pursuant to this Agreement by Contractor shall be initiated on January 1, 2025, shall be pursued with due diligence thereafter, and shall be continued until December 31, 2025, unless terminated prior.

3. **PROFESSIONAL RESPONSIBILITY**

Contractor shall be responsible for the professional quality, timely completion and coordination of all services as outlined in Exhibit A and shall without additional compensation promptly remedy and correct any errors, omissions or other deficiencies. Contractor is solely responsible for the timing, means and methods of performing the work. Contractor shall meet or exceed industry standards applicable to the services and shall provide for all training and education needed and provide all tools necessary to perform the services. Contractor shall comply with all applicable laws.

4. **RELEASE AND INDEMNIFICATION**

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed



to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

5. **PAYMENT**

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor 50% of the lodging tax revenues received in fiscal year 2025, for services as described in Exhibit A. Payment shall be made on a monthly basis and upon collection and receipt of lodging tax funding by the Town. The contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager.

6. **TOWN REPRESENTATIVE**

The Town hereby designates its Town Manager, or his designee, as its representative and authorizes him to make all necessary and proper decisions with reference to this Agreement.

7. **INDEPENDENT CONTRACTOR**

The services to be performed by the Contractor are those of an independent contractor and not as an employee of the Town. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The Contractor is obligated to pay all federal and state income tax on any money paid pursuant to this Agreement.

8. **ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party.

9. **INSURANCE**

Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

Contractor shall procure and maintain the minimum insurance coverages listed below, and provide proof to the Town. Such coverages shall be procured and maintained with forms and insurers acceptable to Town. All coverages shall be continuously maintained from the date of commencement of services hereunder.

- A. Worker's Compensation insurance as required by State Statute and Employer's Liability Insurance covering all of Contractor's and any subcontractor's employees acting within the course and scope of their employment. If Contractor is an individual and has no employees and claims an exemption, proof of such



exemption shall be provided to the Town.

Contractor will maintain General Liability Insurance.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended.

10. **BREACH AND TERMINATION**

All terms and conditions of this Agreement are considered material and failure to perform any of said conditions can be considered a breach of this Agreement. In such an event, either party may notify the other of the breach, in which case there shall be a **thirty-day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days**. If the breach is not cured the non-breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.

**Either party may terminate this contract by giving 60 days written notice to the other.**

In the event of termination of this contract, Contractor shall immediately repay to the Town any amounts not committed or expended, which it has received from the Town and shall conduct no further activities pursuant to this contract. Likewise, the Town will still reimburse Contractor for any amounts committed or expended in accordance with Exhibit A.

11. **MISCELLANEOUS**

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property. This contract shall be construed subject to Colorado Law.

12. **DATE**

This Agreement is dated February \_\_\_\_\_, 2025.

13. **EMPLOYMENT OF "ILLEGAL ALIENS"**

The following provisions are required by Colorado Revised Statutes §8-17.5-102, as amended. The term "illegal alien" is used as it is referenced in the above Statutes and is not a term chosen or endorsed by the Town.

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.





- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, ( the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS §8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS §8-17.5-102(5).
- G. If the Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is terminated, the Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if the Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC §1324a and not altered or falsified the identification documents for such employee. The contractor shall provide a written, notarized copy of the affirmation to the Town.



14. **APPROPRIATION REQUIRED**

This Agreement shall NOT be construed to constitute a debt of the Town beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Town.

**TOWN OF RIDGWAY**

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

**ATTEST:**

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

**CONTRACTOR: *Ridgway Area Chamber of Commerce***

By \_\_\_\_\_  
*Jon Elliot, President*



## EXHIBIT A Scope of Work

### PROJECT SUMMARY

The Town of Ridgway ("Town") has levied a Lodging Tax upon the business of furnishing rooms or accommodations for consideration in a hotel, motel, apartment hotel, lodging house, motor hotel, guest house, or other similar lodging businesses in the amount of 6.0% of the entire amount charged for furnishing the room or accommodations. **Ordinance No. 08-2023 states that fifty percent of the net lodging tax revenues received by the Town shall be used for tourism promotion and economic development purposes.**

The Town has determined that the Ridgway Area Chamber of Commerce ("Chamber") has the experience, expertise and mission to enable It to effectively conduct activities related to the above referenced purposes pursuant to this Agreement with the Town. To support the success of the contracted services, the Town Council has requested a detailed scope of work be developed to include measurable goals and deliverables.

As a publicly funded service, all promotional activities carried out under this contract shall be **designed to benefit all businesses and events within the incorporated limits of the Town of Ridgway, without regard to membership with the Chamber or other group.** Any membership-based services provided by the Chamber to its membership shall not be intermingled with the work laid out in this agreement.

### GOALS AND DELIVERABLES

The goals and deliverables of the contract are organized into two areas: 1) Public Communication and 2) Coordination.

#### Goals

1. **Public Communication:** Ridgway residents, visitors and prospective visitors will be able to locate complete, up-to-date information about area events, services, businesses, creative initiatives, and recreation activities, and can be informed about area traditions, history, and sustainability efforts in partnership with appropriate local or state organizations. Information is shared through a variety of media, utilizing the website, social media platforms, print media, QR codes, and other forms of communication and partnerships to maximize efficiency and reach. The intent of this goal is to increase awareness of Ridgway through multi-channel communication to residents and visitors alike for the benefit of year-round economic vitality.
2. **Coordination:** Community promotion efforts will be coordinated with relevant organizations and partners.



### Deliverables

This section includes specific deliverables and criteria of success for each goal.

#### 1. **Public Communication**

- a. Website: Ridgway Colorado website ([www.ridgwaycolorado.com](http://www.ridgwaycolorado.com)) shall be maintained and promoted with complete, up-to-date information about Ridgway community businesses, services, events, and natural amenities. The website shall be visually appealing, easy to navigate, and shall include:
  - i. A comprehensive listing of Ridgway's upcoming events will be maintained on the [www.ridgwaycolorado.com](http://www.ridgwaycolorado.com) website and shall be updated at least once per week, or as needed thereafter.
  - ii. An up to date categorized business directory will be maintained on the website to include all local businesses serving the public located in the Ridgway Town core, including key services, contact information, website links, and open hours. Businesses that opt to participate will be provided with information about how to create and update their listing.
  - iii. Information about Ridgway FUSE, Creative Main Street Program, the Colorado Creative Corridor, and other relevant information highlighting creative district efforts.
  - iv. Information of interest to visitors or residents, such as unique community traditions, history, residents and/or stories will be showcased in partnership with appropriate organizations.
  - v. Information about Ridgway's designation from the International Dark-Sky Association as a Dark Sky Community.
  - vi. Natural amenities utilized for outdoor recreation (e.g., biking, paddleboarding, hiking/camping, cross-country skiing, etc.)

#### Website Criteria for Success:

- i. The [ridgwaycolorado.com](http://ridgwaycolorado.com) website, including events, business listings and community amenities, is up to date and complete.
  - ii. There at least 60,000 annual website sessions.
  - iii. There is an increase of 15% in unique visitors compared to the previous year.
  - iv. At least 30% of website visitors are returning visitors, indicating that users find value in the site.
- b. Social media: Social media posts on Facebook and Instagram are created and posted at least three times per week, at least two with original content, highlighting area events, services, businesses, creatives, unique community traditions or residents, recreation activities, etc. in collaboration with appropriate partnerships. The Chamber will track audience followers against the criteria and, if needed, will adjust the social media plan in consultation with Town staff.



Social Media Criteria for Success:

- i. Chamber has posted an average of three postings per week, two with original content, highlighting community events, businesses, etc.
  - ii. Social media posts reached a minimum engagement rate of 10% (likes, comments, shares) on posts.
  - iii. The net number of social media followers increased by at least 15% over the term of the agreement.
- c. Email Newsletter: An email newsletter will be sent out bi-monthly by the Chamber, communicating updates about community events, businesses, services, creatives etc.

Email Newsletter Criteria for Success:

- i. Newsletters have been sent every two weeks with substantial information about community events, businesses, etc.
  - ii. The net number of email recipients increased by at least 10% over the term of the agreement, with email open rates of at least 20%.
- d. Marketing Campaigns: The Chamber will develop four seasonal marketing campaigns featuring digital, print, and/or social media components, designed to maximize reach, impact and efficiency. These campaigns will emphasize the use of digital assets complemented by small-format print materials such as brochures, flyers, and postcards, incorporating QR codes to direct users to detailed information on pertinent websites. Additional promotional efforts may include search engine optimization, influencer engagement, targeted newspaper or magazine ads, radio spots, and other cost-effective media placements.

Each campaign will focus on aiding both visitors and residents in discovering and engaging with Ridgway's businesses, events, attractions, and recreational opportunities. At least one campaign will be developed in partnership with Ridgway FUSE to highlight initiatives of the Town's Creative Main Street Program and showcase the Town's unique cultural and artistic offerings.

Print and digital materials will be strategically distributed across local and regional channels to maximize reach and engagement.

The Chamber will provide Town staff with conceptual drafts campaigns, including proposed timelines and distribution plans, for review and approval by the end of Q1 2025.



Marketing Campaign Criteria for Success:

- i. The Chamber achieved a total impression count of at least 20,000 impressions per campaign across media (social media, web, ads, print, etc.).
  - ii. The Chamber completed at least one campaign in partnership with Ridgway FUSE, incorporating Creative Main Street Program assets.
  - iii. The Chamber demonstrates a 5% increase in event attendance or business visitation during campaign periods, measured through direct feedback or business reports.
- e. Visitor Center: The Chamber will maintain regular open hours at the Visitor Center from Memorial Day through Indigenous Peoples' Day, 5 days a week, 10am-4pm. The Chamber will broadly communicate the open hours and services of the Visitor Center. The Visitor Center personnel will be trained to answer questions and refer visitors to relevant information.

Visitor Center Criteria for Success:

- i. The Visitor Center been open, as pinpointed above, with hours communicated to the community.
- ii. The number of annual visitors increased by 10% from 2024 levels (approximately 1,500 visitors) to 1,700 visits.

**2. Coordination**

- a. The Chamber will actively participate in and explore opportunities for shop local campaigns. The goal of the events should be to support participating local businesses, especially in the "shoulder" seasons.
- b. An authorized representative of the Chamber will serve on the FUSE committee, attending 75% of FUSE committee meetings. An authorized representative of the FUSE committee will be invited to serve as a liaison to the Chamber to help ensure coordination with FUSE initiatives and Chamber initiatives.
- c. The Chamber will actively solicit and seek information from event organizers and businesses across the community to ensure event and business listings are complete and up to date.
- d. The Chamber will attend and participate actively in specifically listed regional meetings, unless otherwise suggested, which are intended to coordinate promotion and visitor services across the region. For example:



- i. The Chamber will attend monthly Creative Corridor meetings (when partnership is active) and will send relevant newsletter updates to the corridor administrators in a timely fashion, in coordination with Town staff.
  - ii. The Chamber will continue to attend and participate in relevant partnerships including but not limited to quarterly regional tourism meetings, Communities That Care gatherings, Home Grown Pathways events, San Juan Skyway Byway committee meetings and Colorado Tourism Office meetings.
- e. Promotion efforts will be in conjunction with key stakeholders across the community and region. The Chamber will feature the Ouray community calendar on the [ridgwaycolorado.com](http://ridgwaycolorado.com) website while focusing primarily on the Ridgway events landing page asset.
- f. Coordination Criteria for Success: The Chamber is actively involved, attending Town Council meetings when needed and coordinating with the Town and other efforts across the community and region as time permits.

#### REPORTING REQUIREMENTS

1. Quarterly reports: The Chamber will submit a quarterly written progress report to the Town Manager, or his designee, at the schedule below, using an outline provided by the Town (i.e., contract draft for benchmark of achievements as a Google/Word document). Reports shall include a written summary of progress towards deliverables, metrics from the website, social media followers, bi-monthly emails, QR code scans, print media, visitor center and events, survey results, and a financial report. Staff will review and provide written feedback to the Chamber within one business week after receiving the quarterly progress report.

Quarterly report due dates:

Q1 (Jan 1 – March 30) due April 30, 2025

Q2 (April 1 – June 30) due July 31, 2025

Q3 (July 1 – September 30) due October 31, 2025

Q4 (October 1 – December 31) due January 20, 2025

2. Staff communication: The Chamber will meet with Town staff quarterly to review and discuss quarterly reports.
3. Annual feedback survey: An annual online survey will be conducted by the Chamber, with input from Town staff. This will include but not be limited to: community website usage for information gathering, social media feedback, email communications and chamber involvement in the community. It shall be distributed to the community through October



31<sup>st</sup> for Q3 reporting. The intent of the survey is to gather feedback to assess community satisfaction with the service and needed improvements. The goal is to garner at least 30 respondents, at least half of whom are business owners/operators and/or event organizers that operate within the incorporated limits of the Town of Ridgway.

**The full survey results shall be shared with the Town staff and the Town Council as part of the Q3/October report.**

4. Reporting to Town Council: The Chamber shall present their reports to the Town Council at the Town Council's regularly scheduled meetings in August and February.





## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into as of this 10<sup>th</sup> day of January 2024, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and the Ridgway Area Chamber of Commerce, hereinafter referred to as "Contractor".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform services in accordance with the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference. Any material changes to Exhibit A and Budget shall be submitted to the Town Council in writing for approval prior to any change.

2. **TIME OF COMPLETION**

The services to be performed pursuant to this Agreement by Contractor shall be initiated on January 1, 2024, shall be pursued with due diligence thereafter, and shall be continued until December 31, 2024, unless terminated prior.

3. **PROFESSIONAL RESPONSIBILITY**

Contractor shall be responsible for the professional quality, timely completion and coordination of all services as outlined in Exhibit A and shall without additional compensation promptly remedy and correct any errors, omissions or other deficiencies. Contractor is solely responsible for the timing, means and methods of performing the work. Contractor shall meet or exceed industry standards applicable to the services and shall provide for all training and education needed and provide all tools necessary to perform the services. Contractor shall comply with all applicable laws.

4. **RELEASE AND INDEMNIFICATION**

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys'



fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

5. **PAYMENT**

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor 50% of the lodging tax revenues received in fiscal year 2024, for services as described in Exhibit A. Payment shall be made on a monthly basis and upon collection and receipt of lodging tax funding by the Town. Contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager.

6. **TOWN REPRESENTATIVE**

The Town hereby designates its Town Manager, or his designee, as its representative and authorizes him to make all necessary and proper decisions with reference to this Agreement.

7. **INDEPENDENT CONTRACTOR**

The services to be performed by the Contractor are those of an independent contractor and not as an employee of the Town. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

8. **ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party.

9. **INSURANCE**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types.

Contractor shall procure and maintain the minimum insurance coverages listed below, and provide proof to the Town. Such coverages shall be procured and maintained with forms and insurers acceptable to Town. All coverages shall be continuously maintained from the date of commencement of services hereunder.

- A. Worker's Compensation insurance as required by State Statute and Employer's Liability Insurance covering all of Contractor's and any subcontractor's employees acting within the course and scope of their employment. If Contractor is an individual and has no employees and claims an exemption, proof of such exemption shall be provided to the Town.



Contractor will maintain General Liability Insurance.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended.

10. **BREACH AND TERMINATION**

All terms and conditions of this Agreement are considered material and failure to perform any of said conditions can be considered a breach of this Agreement. In such event, either party may notify the other of the breach, in which case there shall be a thirty-day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days. If the breach is not cured the non-breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.

Either party may terminate this contract by giving 60 day written notice to the other. In the event of termination of this contract, Contractor shall immediately repay to the Town any amounts not committed or expended, which it has received from the Town and shall conduct no further activities pursuant to this contract. Likewise, the Town will still reimburse Contractor for any amounts committed or expended in accordance with Exhibit A.

11. **MISCELLANEOUS**

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property. This contract shall be construed subject to Colorado Law.

12. **DATE**

This Agreement is dated January 10, 2024.

13. **EMPLOYMENT OF "ILLEGAL ALIENS"**

The following provisions are required by Colorado Revised Statutes §8-17.5-102, as amended. The term "illegal alien" is used as it is referenced in the above Statutes and is not a term chosen or endorsed by the Town.

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.



- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, ( the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS §8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS §8-17.5-102(5).
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC §1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.



**14. APPROPRIATION REQUIRED**

This Agreement shall NOT be construed to constitute a debt of the Town beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Town.

**TOWN OF RIDGWAY**

By

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

**ATTEST:**

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

**CONTRACTOR: Ridgway Area Chamber of Commerce**

By

  
\_\_\_\_\_  
Jon Elliot, President



## EXHIBIT A Scope of Work

### PROJECT SUMMARY

The Town of Ridgway ("Town") has levied a Lodging Tax upon the business of furnishing rooms or accommodations for consideration in a hotel, motel, apartment hotel, lodging house, motor hotel, guest house, or other similar lodging businesses in the amount of 6.0% of the entire amount charged for furnishing the room or accommodations. Ordinance No. 08-2023 states that fifty percent of the net lodging tax revenues received by the Town shall be used for tourism promotion and economic development purposes.

The Town has determined that the Ridgway Area Chamber of Commerce ("Chamber") has the experience, expertise and mission to enable It to effectively conduct activities related to the above referenced purposes pursuant to this Agreement with the Town. To support the success of the contracted services, the Town Council has requested a detailed scope of work be developed to include measurable goals and deliverables.

As a publicly funded service, all promotional activities carried out under this contract shall be designed to benefit all businesses and events within the incorporated limits of the Town of Ridgway, without regard to membership with the Chamber or other group. Any membership-based services provided by the Chamber to its membership shall not be intermingled with the work laid out in this agreement.

### GOALS AND DELIVERABLES

The goals and deliverables of the contract are organized into two areas: 1) Public Communication and 2) Coordination.

#### Goals

1. **Public Communication:** Ridgway residents, visitors and prospective visitors will be able to easily find complete, up-to-date information about area events, services, businesses, creatives, initiatives, and recreation activities, and can be informed about area traditions, history, and sustainability efforts. Information is shared through a variety of media, making good use of websites, social media platforms, print media, in-person communication and collaborations to maximize effectiveness and sustainability. The intent of this goal is to increase awareness of Ridgway through multi-channel communication to residents and visitors for the benefit of year-round economic vitality.
2. **Coordination:** Community promotion efforts will be coordinated with key stakeholders across the community and region.

#### Deliverables

This section includes specific deliverables and criteria of success for each goal.

1. **Public Communication**



- a. Website: Ridgway Colorado website ([www.ridgwaycolorado.com](http://www.ridgwaycolorado.com)) shall be maintained and promoted with complete, up-to-date information about Ridgway community businesses, services, events, and natural amenities. The website shall be visually appealing, easy to navigate, and shall include:
  - i. A comprehensive listing of Ridgway's public community events with a date, time, place, photo, and link to learn more for each listing. A preliminary 2024 events listing will be available on the [www.ridgwaycolorado.com](http://www.ridgwaycolorado.com) website by March 1, 2024, and shall be updated at least once per week, or as needed thereafter.
  - ii. A categorized business directory will be maintained on the website in coordination with FUSE that includes all businesses serving the public located in the Ridgway Town core, including key services, contact information, website links, and open hours.
  - iii. Information about Ridgway FUSE, Creative Main Street Program, the Colorado Creative Corridor, and other relevant information highlighting creative district efforts.
  - iv. Information of interest to visitors or residents, such as unique community traditions, history, residents and/or stories.
  - v. Information about Ridgway's designation from the International Dark-Sky Association as a Dark Sky Community.
  - vi. Natural amenities such as parks and hiking trails, and sustainable practices for visiting our natural areas.

**Website Criteria for Success:**

- i. Annual website sessions – 60,000
  - ii. Average session time – 45 seconds
  - iii. Average engagement time – 45 seconds
  - iv. Survey – To ensure that this channel is relevant to key audiences, respondents to the annual survey will be asked if they used [www.ridgwaycolorado.com](http://www.ridgwaycolorado.com) to learn more about events and activities and/or to plan their visit to Ridgway.
- b. Social media: Social media posts on Facebook and Instagram are created and posted at least three times per week, at least two with original content, highlighting area events, services, businesses, creatives, unique community traditions or residents, recreation activities, etc. The Chamber will track analytics against the criteria and, if needed, will adjust the social media plan in consultation with Town staff.

**Social Media Criteria for Success:**

- i. Number of followers and engagement – increase of 15% over the term of the agreement.



- ii. Survey – To ensure that this channel is relevant to key audiences, respondents to the annual survey will be asked if they followed or engaged with Ridgway social media channels in the past year.
- c. Email Newsletter: An email newsletter will be sent out every two weeks by the Chamber, communicating updates about community events, businesses, services, creatives etc.

Email Newsletter Criteria for Success:

- i. Number of email recipients to increase by at least 5% over the term of the agreement.
  - ii. The number of email opens are at least 20%.
  - iii. Survey – Respondents to the annual survey will be asked if they would like to receive news through a Ridgway email newsletter.
- d. Print Media: Print media will be developed with sustainability and resource conservation in mind. The use of small-format print products such as postcards with QR codes that point to existing websites, stickers, small brochures, or booklets should be explored as an alternative to large runs of full color magazines. Print media will be designed and developed to aid visitors and residents in finding and learning about businesses, events, and attractions. The Chamber will work collaboratively with the FUSE committee to develop at least three different print pieces per year. Examples include Ridgway walking map, event listings, area trails and parks, shopping guides and/or community art galleries. Print materials will be hand-delivered to local publicly facing businesses who want them, posted on community bulletin boards, distributed via newspaper inserts and/or distributed through US mail.

Print Media Criteria for Success:

- i. At least two print media pieces will be complete and distributed no later than June 1, 2024.
  - ii. At least one additional print media piece will be distributed no later than October 15, 2024.
  - iii. Survey – Respondents to the annual survey will be asked if they read, saw or used print materials.
- e. Visitor Center: The Chamber will maintain regular open hours at the Visitor Center from May through October 2024, on a schedule mutually agreed upon by the Chamber and the Town. The Chamber will broadly communicate the open hours and services of the Visitor Center. The





Visitor Center personnel will be trained to answer questions and refer visitors to relevant information.

Visitor Center Criteria for Success:

- i. Number of annual visitors to increase by 10%.

## 2. Coordination

- a. The Chamber will actively participate in and explore opportunities for collaborative community promotion efforts such as shared retail promotions like Noel Night, or shop local initiatives, local gift cards, etc. The goal of the events should be to support local businesses, especially in the “shoulder” seasons.
- b. An authorized representative of the Chamber will actively serve on the FUSE committee to ensure coordination with the Creative District and Main Street programs.
- c. The Chamber will actively solicit information from event organizers and businesses across the community to ensure event and business listings are complete and up to date.
- d. The Chamber will attend and participate actively in regional meetings intended to coordinate promotion and visitor services across the region. For example:
  - i. The Chamber will attend monthly Creative Corridor meetings and will send relevant newsletter updates to the corridor administrators in a timely fashion, in coordination with Town staff.
  - ii. The Chamber will attend and participate in intermountain visitor planning meetings and will provide regular updates to the Town staff.
- e. Promotion efforts will be coordinated with key stakeholders across the community and region. The Chamber will actively participate in county-wide promotion efforts such as the Ouray community calendar.

Coordination Criteria for Success: The Chamber is actively involved, attending relevant meetings, and coordinating with the Town and other efforts across the community and region. Survey respondents report the Chamber is responsive and collaborative.

## REPORTING REQUIREMENTS

1. Quarterly reports: The Chamber will submit a quarterly written progress report to the Town Manager, or his designee, at the schedule below, using an outline provided by the Town.



Reports shall include a written summary of progress towards deliverables, metrics from the website, social media, emails, QR code scans, print media, visitor center and events, and a financial report. Staff will review and provide written feedback to the Chamber within one business week after receiving the quarterly progress report.

Quarterly report due dates:

Q1 (Jan 1 – March 30) due April 30, 2024

Q2 (April 1 – June 30) due July 31, 2024

Q3 (July 1 – September 30) due October 31, 2024

Q4 (October 1 – December 31) due January 31, 2025.

2. **Staff communication:** The Chamber will meet with Town staff at least once per month to communicate progress and coordinate joint projects. Standing agenda items shall include: 1) Updates/accomplishments, 2) Items for discussion, and 3) Upcoming priorities.
3. **Annual feedback survey:** An annual online survey will be conducted by the Chamber, with input from Town staff. It shall be distributed to the community through October 1, 2024. The intent of the survey is to gather feedback to assess community satisfaction with the service and needed improvements. The goal is to garner at least 30 respondents, at least half of whom are business owners/operators and/or event organizers that operate within the incorporated limits of the Town of Ridgway. The full survey results shall be shared with the Town staff and the Town Council as part of the Q3/October report.
4. **Reporting to Town Council:** The Chamber shall present their reports to the Town Council at the Town Council's regularly scheduled meetings in July 2024 and January 2025.

## AGENDA ITEM #11

*Ridgway* **FUSE**  
A COLORADO CREATIVE MAIN STREET PROGRAM

Report to Town Council

February 12, 2025

## **By the end of this presentation, we hope you understand:**

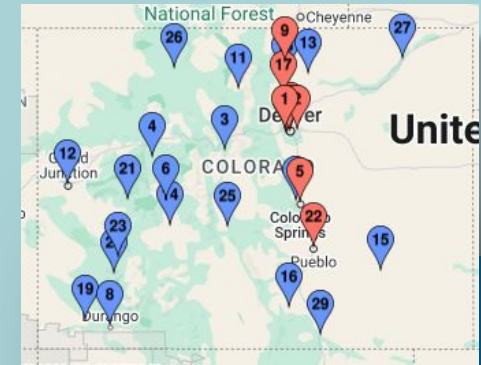
1. What does it mean for Ridgway to be a Creative Main Street District? What is FUSE's role?
2. What did FUSE accomplish in 2024? What does FUSE have planned for 2025?
3. What support does FUSE need from Town Council to be successful in 2025?

# What are Creative Districts?

- Late 20th century: Creative placemaking revitalized cities
- 2001 - Recognized by National Endowment for the Arts
- 2011 - Colorado launched its program 30 communities
- Now, 30+ states support designated districts.

# What do they do?

- Boosts economic growth, tourism, and local identity by supporting artists, businesses, and investment.
- Fosters collaboration, civic pride, and creative placemaking through festivals, public art, and engagement.





# What is Main Street?

- Main Street is a movement
- Founded in 1980, Main Street revitalizes historic downtowns through preservation-based economic development.
- Four pillars—**economic vitality, design, promotion, and organization**
- MSA Supported 2,000+ communities, generating \$100B reinvestment and 700K jobs.
- Colorado Main Street, managed by DOLA, provides grants, training, and support, benefiting 20+ communities with \$4M+ reinvested annually.



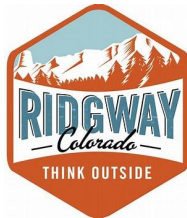


Mission:

**Ridgway FUSE nurtures  
the cultural and economic  
vitality of our community.**

Voted  
Colorado  
Main Street  
of the year  
2023

A program of:



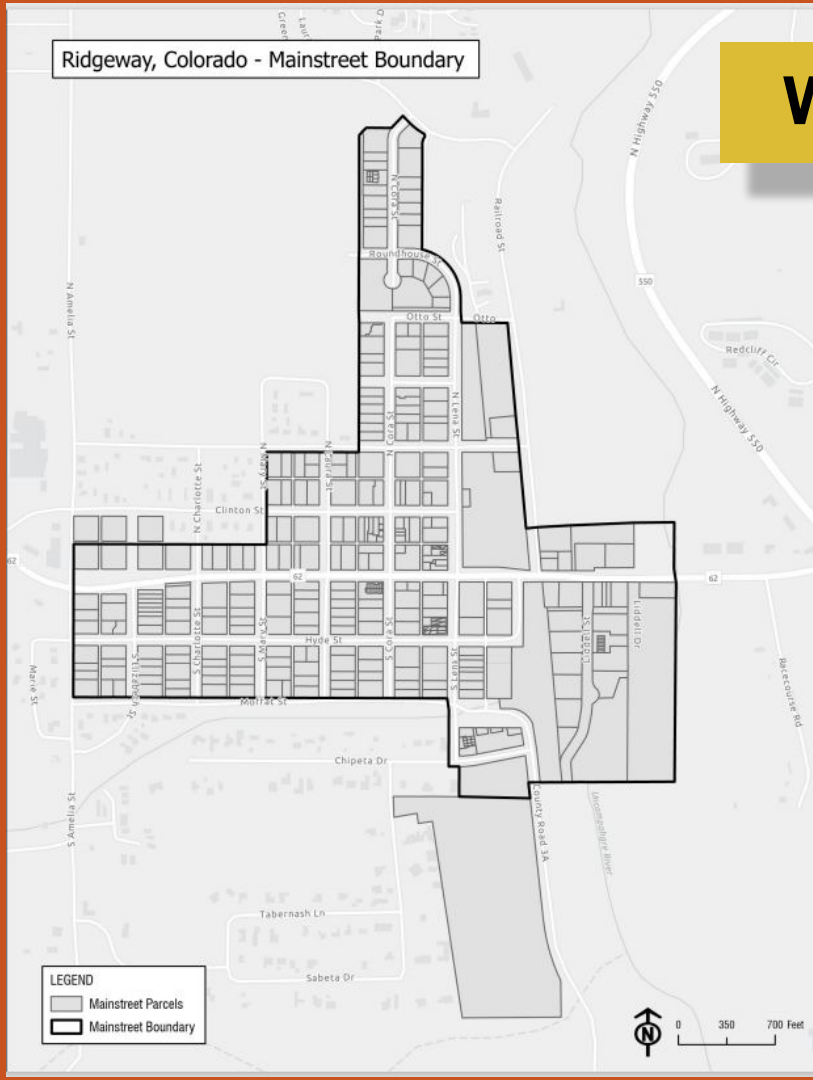
Accredited &  
Certified by:



Colorado  
Creative  
Industries



Ridgeway, Colorado - Mainstreet Boundary



# Where does FUSE focus?

Ridgeway's Historic Main Street - circa 2012

# Who makes FUSE happen?

- Tera Wick, Community Initiatives Facilitator, full time\*
- Arielle Bielek, contracted Decker Room Coordinator, half time\*
- FUSE Committee, volunteers:
  - Alison Ethridge and Donna Jaffe, Co-Chairs
  - Kevin Grambley, Town Council
  - Clifford Pastor
  - Joan Chismire, OHRHM
  - Ashley Perkins, Chamber rep
  - Pam Kraft, PARC\*
  - Vanessa Backer, Root Wing
  - Guthrie Castle, Sherbino Board
- RIFF event volunteers\*

\* Expanded or new in 2025



## 2024 FUSE at a Glance

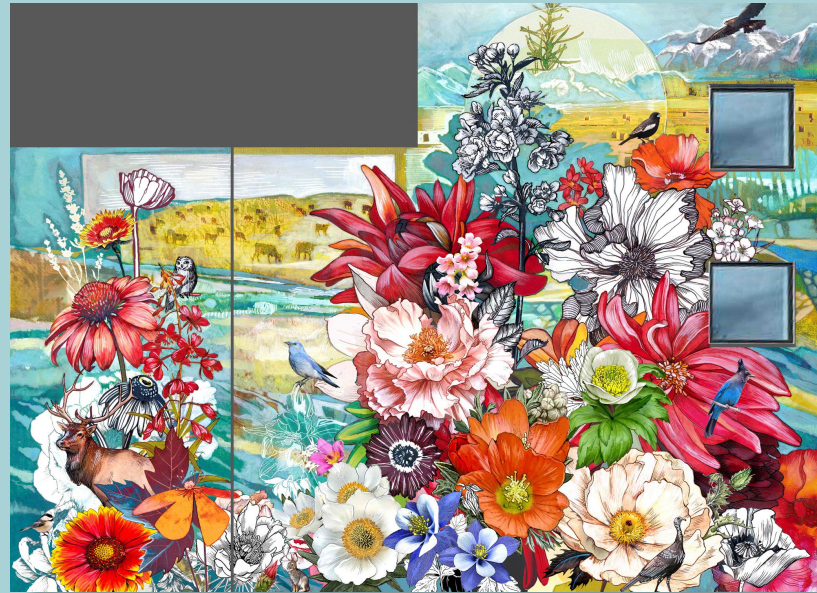
- Extended First Friday Art Walk: June - October
- Expanded Ridgway Area Creatives Directory: 90+ artists
- Designed and printed Ridgway Gallery Guide
- Awarded FUSE mini grants: \$6,000
- Activated Decker Community Room: hired coordinator
- Listened to community: Held 13 weekly business revitalization meetings
- Expanded Ridgway Independent Film Festival: 4 days, 76 films
- Engaged volunteer leadership: nearly 4,000 hrs



10 years

# 2025 FUSE priorities

1. **Energize Downtown Ridgway** – Enhance economic and cultural vitality through First Fridays, public art, grants, directories, networking events, engagement and Film Fest.
2. **Help RIFF Soar** – Create a new sustainable operational structure for Ridgway Independent Film Festival.
3. **Refresh FUSE Strategic Plan** – Use data and best practices to refine priorities, establish a roadmap for the next 3-5 years, and advocate for broader economic development initiatives beyond FUSE's scope.



Mural slated for installation May-June 2025 on Space to Create Building by Yulia Avgustinovich. Funded with support from DOLA/COMS mini grants.

# Topics for discussion

As we worked through our 2025 goals, several themes and needs emerged:

Recognized Gap / Pain Point	FUSE Recommendation
Need for more effective marketing to support main street and creative district.	Marketing lives outside of FUSE and with contracted marketing professionals.
RIFF has outgrown FUSE	Create a new sustainable operational structure for RIFF (Goal #2)
Need for clarity on FUSE's responsibility in economic development	Town Council spearheads a formal economic development plan for Ridgway that clarifies long term strategies and stakeholder roles/responsibilities

Addendum



# RIDGWAY <sup>st</sup> FRIDAY DAY



- Monthly Art Walk June - Dec
- Coordinated with local galleries
- Expanded to seven months - June - December



**Jody and Joe Bauer**  
Woodworkers

Woodworkers - Creators We are woodworkers creators that enjoy making wood clocks, wood jewelry, leather bracelets and



**John Billings**  
Master Mold Maker, Sculptor,  
Artist in Oils

Billings Artworks

Grammy Award Statues, Custom Awards & Recognition Plaques



**John Clark**  
Glass Artist

I'm John Clark, 40+ year resident of Ridgway. I've had several 'careers' since I moved here in the early 80's. My first one was in the



Free Listing of area  
Creatives

Over 90 creatives listed

Integrated with business  
listing and map



**Josef Mayfield**  
Multimedia Artist



**Kane Scheidegger**

Kane specializes in larger than life



**Karen Keene Day**  
Painter



# Ridgway Galleries

Where art and community thrive!



Explore Ridgway's vibrant downtown arts scene. As a designated Colorado Creative District, the town nourishes an expansive creative community. From poetry in the alleys to public art in the park to a downtown rich in art galleries, Ridgway is a small town that celebrates the creative spirit in a big way!

Scan here for an interactive map!



## Ridgway Downtown Gallery Map



Ridgway Gallery Guide as of 06/30/24

- 1) Deck Room at Space to Create  
Various Media Local Art  
675 Dinton St.  
(970) 626-5308
- 2) Mountain Girl Gallery  
Handmade Art & Ceramics  
600 Dinton St., Suite 101  
(970) 318-0392
- 3) Garry Image Photography  
Landscape Photography  
549 Dinton St.  
(970) 815-0548
- 4) Realm Supply  
Various Media & Fiber Art  
526 Dinton St.  
(970) 986-7479
- 5) 610 Arts Collective  
Various Media Local Art  
610 Dinton St.  
(970) 318-0008
- 6) Rocky Mountain Jewelry  
Unique Jewelry  
145 N. Core St.  
(970) 433-2650
- 7) Rootwings Arts  
Sculpture & Paintings  
140 N. Core St.  
(619) 885-5521
- 8) Marie Scheidegger Fine Art & Photography  
Large Format Landscape Photography  
118 N. Leno St., Suite 2  
(970) 801-4860
- 9) Power for Art Gallery & More  
Art & Home Goods  
140 Railroad St.  
(970) 626-3233
- 10) Garay County Ranch History Museum  
Various Media Local Art  
323 Sherman St.  
(970) 318-1065
- 11) Dragonfly Creative  
Fiber Arts & Workshops  
633 Sherman St.  
(313) 356-9016
- 12) P&F Fine Art and Framing  
Mixed Media Drawing & Painting  
595 Sherman St., Suite 7  
(970) 708-1263
- 13) Art by the Park  
Various Media Local Art  
380 W. Sherman St.  
(970) 626-3163
- 14) Cinnamon Coffee & Books  
Various Media Local Art  
380 Sherman St.  
(970) 626-5858

Scan the QR code on the front for gallery hours!

IGNITED BY

FUSE

\$6,000 in “Ignited by FUSE” mini grants to support cultural and economic vitality

- Public Art
- Ouray County Pride
- Fête de la Musique
- Ridgway Movie Club
- Artist business expansion
  - Screenprinting
  - Clay roller



## The Decker

# THE DECKER COMMUNITY ROOM IS ...

### What is the Decker Community Room?

**The Decker Community Room** is a 2,000 square foot multi-purpose room on the ground floor of the Space to Create apartment building hosting public art exhibitions, meetings, events and performances. Located at 675 Clinton St, Ridgway, the space is managed by the Town of Ridgway in collaboration with the creative community. Anyone is welcome to rent the Decker, or propose an art exhibition to show in the space.

In 2024 we hired a 10 hr/week coordinator. Increasing to 20hr/week 2025.

# Business Revitalization Conversations 13 weeks

July - October 2024

**Short- & Long-Term Solutions:** Immediate actions suggested include signage improvements, marketing efforts, and activating vacant buildings; long-term strategies include infrastructure improvements, and business development support.

**Funding & Resources:** Explore grants, loans, and fundraising options, leverage upcoming opportunities like the Destination Blueprint.

**Addressing "Ghost Town" Concerns:** Utilize empty storefronts for pop-up art and community engagement; collaborate with property owners and local artists to enhance the town's vibrancy. Wayfinding to Clinton St.



Artist: Cie Hoover



## 2024 RIFF Highlights

- 10th Annual Ridgway Independent Film Festival (Nov 14-17, 2024)
- Film Venues: Sherbino Theater, Decker Room, Chipeta
- 76 Short Films screened in themed blocks
- Special Events: Receptions, networking, and social gatherings
- Panels & Workshops with filmmakers and artists
- Featured Highlights: Local filmmakers, art exhibition, PBS
- documentary
- Community Involvement: Vibrant discussions with attendees and creatives
- Volunteers & Sponsors made the event possible
- 70+ sponsors and partners
- 3268 hours of volunteer time
- Expenditures \$15K, Revenue \$18K
- Total in-kind value \$135,249

## Background: A Decade of Progress

### Clinton Street: Ridgway's Historic Main Street

Over the past 12+ years, Ridgway's Creative District and Main Street programs, in concert with broader Town efforts, community investments, and state partners such as DOLA and CCI, have driven significant improvements in design and placemaking. Major public projects include **Ramp Up Ridgway**, a comprehensive paving and guttering initiative, and **Space to Create**, a 30-unit workforce housing project with 2,000 square feet of community creative space. Additional public enhancements include artistic benches, lighting, and planters. The community rallied to restore the **Historic Sherbino Theater**. Public and private investments led to the renovation of the **historic Bank Building**, and the newly refurbished **Old Firehouse**. Building owners invested in significant remodels to multiple storefronts on the south side of the street and the **historic Post Office**. These efforts complement anchor businesses such as **Kate's Place** and the **Colorado Boy**. Since 2012, Clinton Street has undergone dramatic enhancements, yet significant untapped potential remains.

Despite years of investment and successful enterprises, there are unrealized business opportunities and missed economic benefits as many visitors pass through without fully experiencing Clinton Street. As a key community asset, Clinton Street will benefit from strategic activation to ensure it flourishes as both a cultural and economic hub that benefits the entire community.

While continuing our key initiatives to energize downtown Ridgway, in 2025 FUSE aims to develop a strategic plan focused on supporting the continued vitality of Ridgway's creative district and historic Main Street with an eye towards retaining local businesses and preserving our small-town identity. We recognize that many necessary improvements may exceed the capacity of the FUSE Creative Main Street program. Therefore, we invite the Town of Ridgway to consider implementing a comprehensive economic development plan that complements and supports the goals outlined in the Ridgway Master Plan. This should analyze community and business needs, employ evidence-based strategies, and define long-term roles to ensure sustainable growth and prosperity.

### Ridgway Independent Film Fest

For the past 10 years, the Town of Ridgway has invested in incubating the **Ridgway Independent Film Festival**, fostering its growth into a dynamic cultural event. As RIFF continues to expand, powered by volunteer leadership, it has outgrown FUSE's capacity to implement alone. To ensure its long-term success, sustainability, and community impact, we seek a new organizational structure. The Town and FUSE remains committed to supporting RIFF's future, recognizing its potential to enrich our creative identity and local economy.

## 2025 Ridgway FUSE Strategic Priorities

1. **Energize Downtown Ridgway** Enhance economic and cultural vitality through key initiatives:
  - **First Fridays** – Continue organizing and promoting monthly art walks.
  - **Decker Room** – Keep developing as a creative community gallery and gathering hub.
  - **Ridgway Independent Film Festival (RIFF)** – Support RIFF as a key shoulder-season cultural and economic event (see Priority #2).
  - **Public Art** – Implement the Space to Create mural project.
  - **Mini Grants** – Streamline the Ignited by FUSE grant process to fund downtown vibrancy projects.
  - **Business & Creatives Directories** – Administer free directories for local businesses and artists. Promote with help from marketing partners.
  - **Gallery Guide** – Print and distribute to promote local art spaces with help from marketing partners.
  - **Happy Hours** – Host quarterly networking events for creatives and entrepreneurs.
  - **Support Community Promotion** – Partner with destination marketing organizations, arts alliances, and state/regional partners.
  - **Ridgway Promotional Video** – Facilitate development (sponsored by COMS) and coordinate messaging with marketing partners.
  - **Engage New Voices** – Expand FUSE committee participation.
2. **Help RIFF Soar:** Create a new sustainable operational structure for the **Ridgway Independent Film Festival (RIFF)**:
  - **Strengthen Operations** – Develop written roles and procedures, expand the budget to fund paid roles.
  - **Strategic Partnerships** – Explore potential organizational homes within arts organizations.
  - **Stakeholder Retreat** – Define RIFF’s vision, mission, and goals; assess 501(c)(3) potential.
3. **Refresh FUSE Strategic Plan:** Develop a 3–5 year roadmap with technical assistance from Ayers and Associates/COMS:
  - **Gather & Review Data** – Incorporate insights from community input (BRC sessions, etc.), PARC request, COMS business inventory, sales tax data, Master Plan. Assess rental rates, vacancies, pricing, and lease terms as resources allow.
  - **Best Practices** – Study economic vitality and creative district strategies via Main Street America Institute, Call Yourself Creative, and industry conferences.
  - **Strategic Focus** – Define FUSE’s priorities for the next 3–5 years.
  - **Community Collaboration** – Identify initiatives outside FUSE’s scope for other entities such as community development or marketing partners. Share data to support long-term planning.

## AGENDA ITEM #12



R I D G W A Y  
I N D E P E N D E N T  
F I L M F E S T I V A L



10  
YEAR ANNIVERSARY

NOV.  
14th - 17th  
2024

# 2024 Ridgway Independent Film Festival

Report to Town Council February 12, 2025



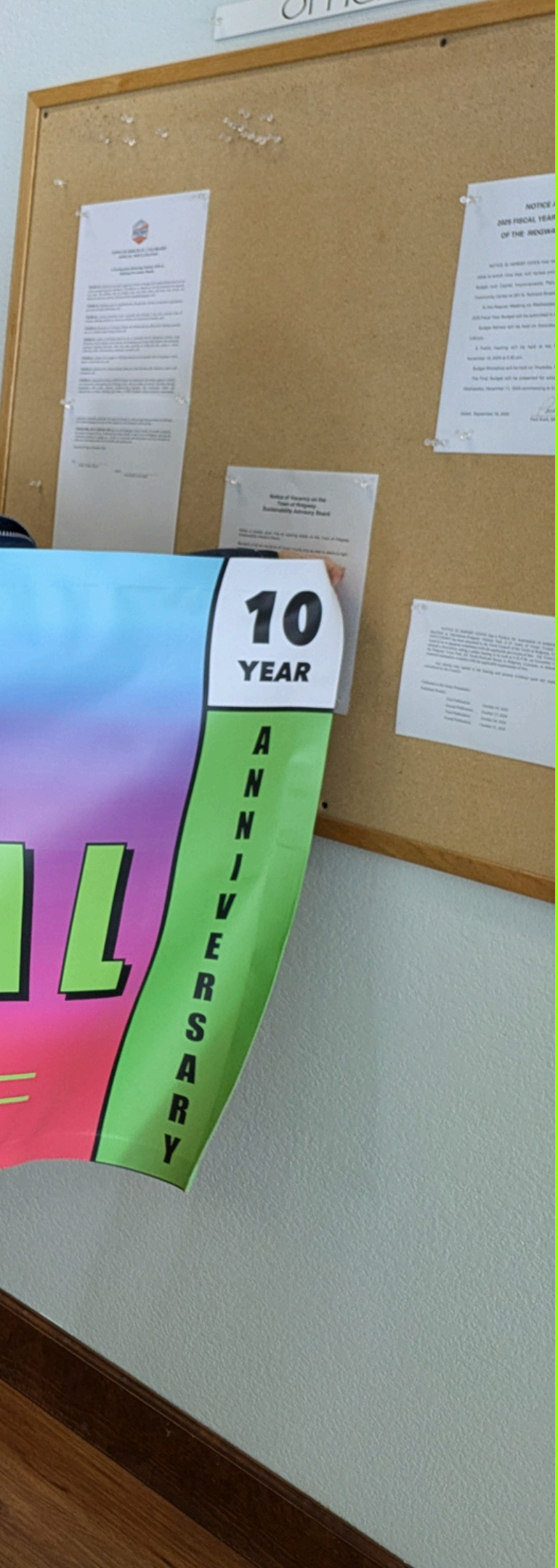


Presented By **Ridgway FUSE** **The Sherbino CHAUTAQUA**  
 A COLORADO CREATIVE MAIN STREET PROGRAM Est. 1915

# RIDGWAY INDEPENDENT FILM FESTIVAL

**NOV. 14th - 17th**

**10 YEAR ANNIVERSARY**

# AGENDA

## Summary report

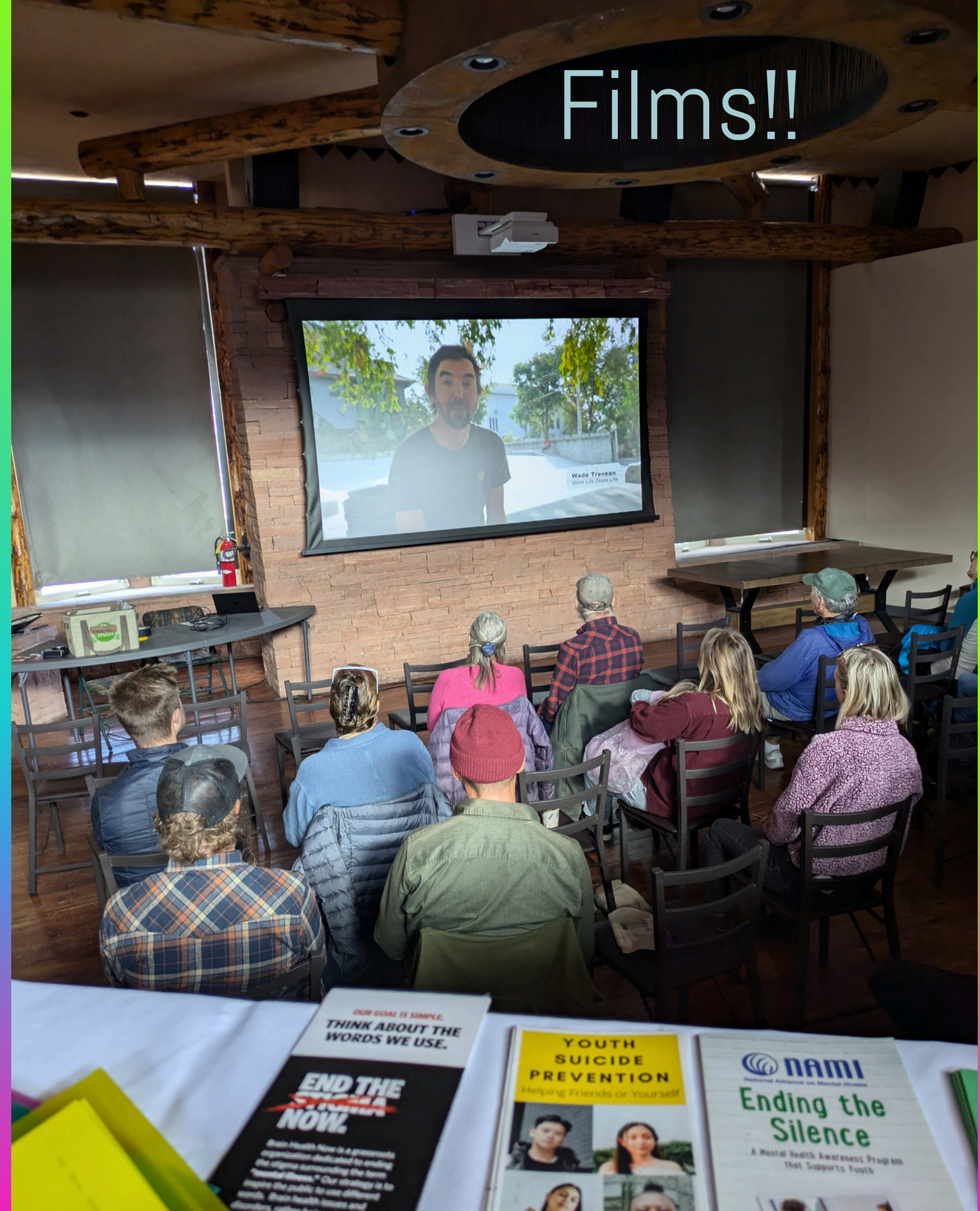
- 2024 Festival Highlights
- Finances
- Partners & volunteers
- Reflections
- Next Steps



# WHAT HAPPENED AT RIFF THIS YEAR?

- The 10th Annual Ridgway Independent Film Festival (Nov 14-17, 2024)
- 76 short films
- Panels, workshops, special events
- Vibrant community engagement
- Celebrating film, art, and Ridgway's creative community spirit.





# Children's Programs!





Art!



Horses!





Discussions with filmmakers





# Volunteers!



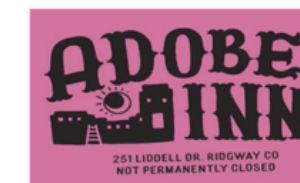
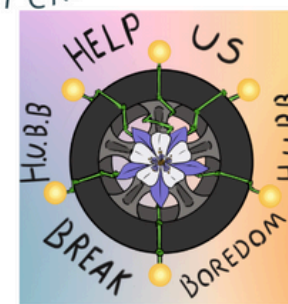
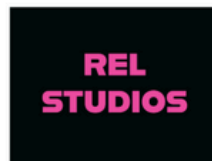
RIDGWAY INDEPENDENT  
**FILM**

*Fest*

# Made possible by our sponsors!



**Alpine Bank**  
Member FDIC



TELLURIDES



# 70+ PARTNERS AND SPONSORS!



Adobe Inn  
Alex Coppola  
Ali Cooper  
Amanda Swain/Sotheby's  
Amber Pember  
Arielle Bielak and  
Kristopher Zimmerman  
Athletic Brewing  
Avery Mackenzie and  
Gregory Zimmerman  
Big B's  
Cabnetology  
Caitlin and Bruce Van  
Buskirk  
Carroll Cartwright  
Chipeta Lodge  
Clifford Pastor  
Communities that Care

Colorado Creative Industries  
Cowgirl Sushi Productions  
Derek Jones/LoNote Event  
Production  
Dominique Spooner  
Donna Jaffe  
Eagle Hill Ranch HOA  
Enrico Panico  
Eric and Caroline Stevens  
Fine art and Framing  
Fishbone  
Flying Bear Pizzeria  
Friends of Ridgway Library  
George Gardener Scholarship  
Fund  
Hotel Palomino  
House of Romanova  
Jamal Page

Joan and Kevin Chismire  
John Clark and Mallory Clarke  
Josué Pellot  
JT Thomas  
Kael Van Buskirk  
Kay Lair  
Kismet Cafe  
KVNF  
LeRon Bielak and Raymonde Bielak  
LoNote  
Lynn Padgett  
MacDoctor/John Clark  
Make Life Skate Life  
Molly McCoy  
Morgan S.  
Mounatin Girl Gallery  
Mountain Chill Radio  
Mountain Lodge  
Onata Aprile  
Ouray County Ranch History Museum

Ouray County Colorado  
Pat Light  
Paul Choate  
Ridgway Library  
Ridgway Office Supply  
River Stone Jazz--sax  
performances  
RootWings Art  
Sean Guerrero  
Sherbino Theater  
Steven S.  
Tanya Ishikawa  
Taylor Rees and Renan Ozturk  
The Marketing Department  
The Million Roadhouse  
The Old Firehouse  
Thunder Mountain  
Tom and Dana Griffith  
Town of Ridgway  
Val Aprile





*The  
Money*

# 2024 FINANCES

TOTAL REVENUE GENERATED: \$18,215

FUSE BUDGET ALLOCATION: \$15,000

TOTAL EXPENSES: \$15,006

Funds are reallocated in the general fund yearly. RIFF is currently part of FUSE program budget.



# IN-KIND VALUE

Volunteer Time	\$109,445
Mileage	\$2,943
Lodging In-kind	\$3,544
<u>Other In-kind</u>	<u>\$19,317</u>
<b>TOTAL IN-KIND</b>	<b>\$135,249</b>
<b>VALUE</b>	



VOLUNTEERS - 3268 HOURS\*!

Planning & Coordination

Film Reviewing & Selection

Event Setup & Logistics

Outreach & Promotion

\*As reported in volunteer survey N=33





# IN-KIND CONTRIBUTIONS

Venue and Equipment Donations

Services & Performances - marketing contract

Lodging & Travel Support

Food & Beverage Donations



Source: volunteer/partner survey N=33



*Reflections*

# WHAT WAS THE BEST PART OF RIFF?

Community spirit, creativity, and connection.

Bringing vibrant energy to town with diverse films.

Engaging conversations, and memorable moments.

Arielle's energy and passion!



Source: volunteer survey N=33

# HOW CAN WE IMPROVE RIFF?

Pre-Festival Planning & Communication

Event Scheduling & Logistics

Venue & Technical Improvements

Marketing & Outreach

Prevent burnout, consider 501c3



Source: volunteer survey N=33

# 2025 GOALS

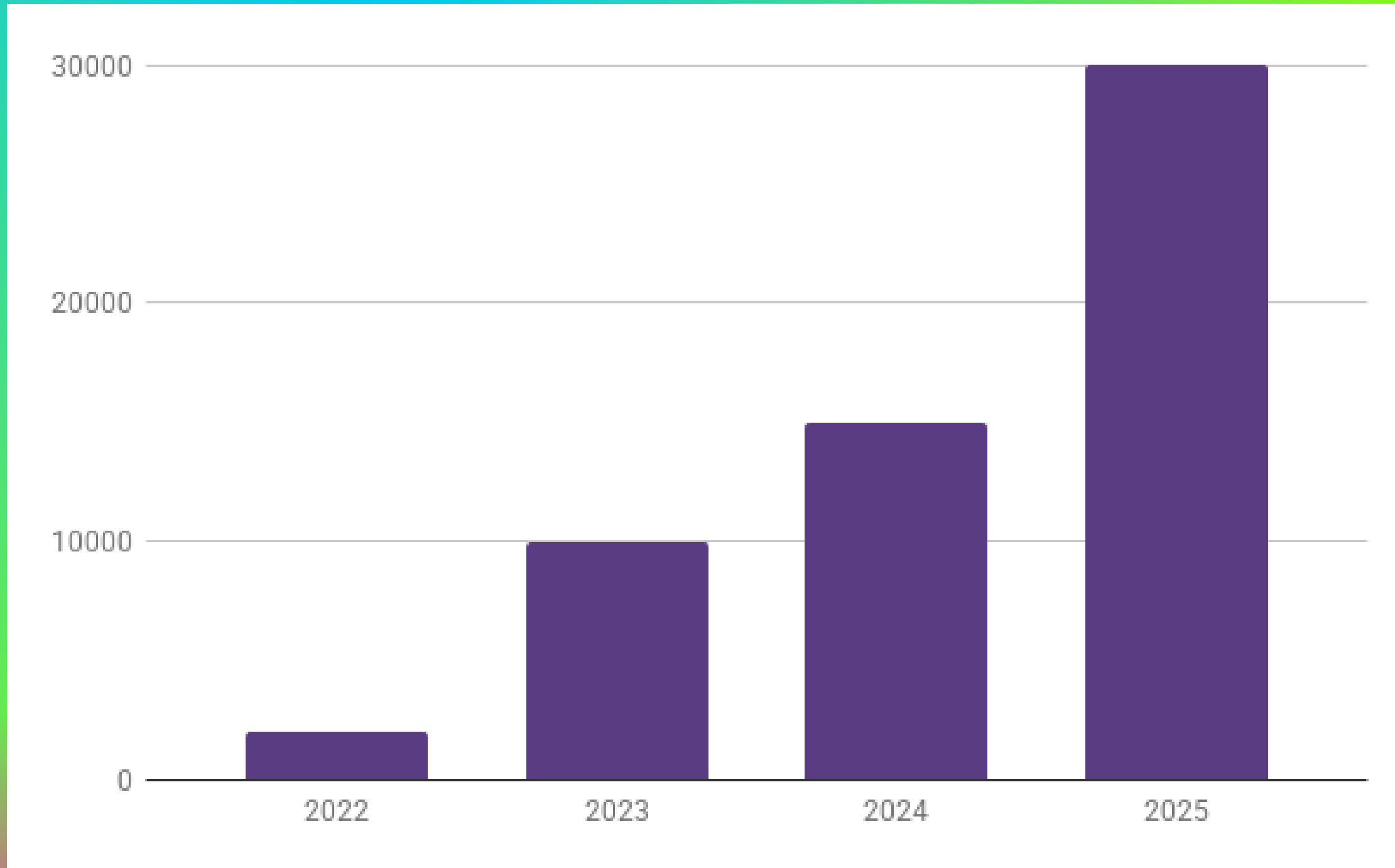
Maintain quality program & community engagement

Improve logistics & marketing

Prevent burn-out



# FILM FEST INVESTMENT



# DISCUSSION

The Ridgway Independent Film Festival has outgrown the FUSE program's scope, with state statutes and Town processes limiting fundraising and budget planning.

Options include scaling down operations, investing in contracted personnel, and/or forming strategic operational partnerships with arts organization for 2025.



# 2024 FINANCIAL DETAILS





# INCOME



Sponsorships: \$4,005

Grants: \$2,000

Merchandise Sales: \$0

Ticket Sales: \$11,244

Film Freeway: \$966

TOTAL REVENUE GENERATED: \$18,215

FUSE BUDGET ALLOCATION: \$15,000



# EXPENSE BREAKDOWN

Awards: \$1,900  
Printing: \$3,032  
Merchandise: \$3,012  
Marketing/Advertising: \$667  
Vendors/Contractors: \$950  
Subscriptions and Memberships: \$425  
Travel & Lodging: \$495  
Donations: \$4,497  
Miscellaneous: \$29  
TOTAL EXPENSES: \$15,006



## AGENDA ITEM #13



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: February 11, 2025  
Agenda Topic: **Notice of Award for Planning and Design Engineering Services for the Beaver Creek Diversion Restoration Project**

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**BACKGROUND:**

The Town has two principal diversion locations for raw water. One is the “Beaver Creek Diversion.” At the Beaver Creek Diversion, the Town diverts the water from Beaver Creek into a side channel that runs the water over a “grizzly”, which screens out the larger rocks and some debris and into a trough. The first section of the trough includes a swing gate that can either direct the water directly into the Ridgway Ditch and/or divert some or all of the flow into a side channel that serves as both an overflow and rock chute.

On the morning of August 12, 2024, Town staff made a routine check of the Beaver Creek Diversion and found that a rain event over the weekend had severely impacted Beaver Creek above the Town’s diversion point. For the first time in the 40 plus years current Town staff has observed, the Creek was significantly altered by the weather event. The weather event washed out the land between the two braids of the Creek, eroded the side banks and undercut the river so that the river at the diversion location appears to be below the elevation of the grizzly that screens the water from the diversion before it goes into the Ridgway Ditch. In addition, the event filled the diversion channel, grizzly, diversion trough, and the Ridgway Ditch with a mud slurry bank to bank to the top of the Ditch for hundreds of feet.

At this time, the Creek is no longer aligned with the Ridgway Ditch. The Creek is undercut and at a lower elevation. The Creek is also much wider than it was previously. In addition, the new stream banks are unstable. The trees at the top edge of the bank in many cases have parts of their root systems exposed. Given the increased intensity of the storms that took place in the summer of 2024, the long-term fix for diversion will need to be something that takes into account extreme weather events and that can handle the normal fluctuations in flows and gravel loads.

**SUMMARY:**

The Town issued a [Request for Proposals \(RFP\) for Planning and Design Engineering Services for the Beaver Creek Diversion Restoration Project](#) on January 2, 2025. Proposals were due by 4:00 p.m. on January 30, 2025. The RFP sought qualified and experienced consultants to submit for Planning and Design Engineering Services for design and conceptual development of the Beaver Creek Diversion Restoration Project.

The Town received three proposals from the consultants listed below. On February 6, 2025, all three project teams were interviewed by a panel consisting of Joanne Fagan, Town Engineer, Preston Neill,



Town Manager, Clinton Whitten, Colorado Emergency Watershed Protection Program Manager with the Natural Resources Conservation Service (NRCS), and Joshua Godwin, Project Manager with the Finance Section of the Colorado Water Conservation Board (CWCB).

- Engineering Analytics, Inc. \$681,624
- RESPEC Company, LLC \$649,560
- Wright Water Engineers, Inc. \$323,433

It's important to note that the three proposals were very different from one another (i.e., different proposed approaches, proposed scopes, proposed timelines, exclusions and assumptions).

**INTERVIEW COMMITTEE RECOMMENDATION:**

The Town's Procurement Manual states that contracts for the purchase of supplies, goods, equipment and services in excess of \$25,000 shall be approved by Council. Additionally, and as stated in the Procurement Manual, "Awards shall generally be made to the bidder whose bid best meets the requirements and criteria set forth in the RFB." An award should be made to the best qualified, responsible and responsive bidder whose evaluation by the Town indicates that the award will be in the best interests of the overall project.

**Based on the quality of the proposals and interviews and the selection criteria outlined in the RFP, the interview team listed above recommends that the Town Council award the Planning and Design Engineering Services for the Beaver Creek Diversion Restoration Project to RESPEC Company, LLC (RESPEC).** RESPEC is a large company with over 600 employees. The proposal the Town received is from the company's Denver office. RESPEC has a satellite office in Ouray, so they can readily meet with Town staff to review the project progress and address any issues during the execution of the project. RESPEC is capable of addressing the challenges of this project with their expertise in channel stability, ditch and diversion improvements, and water rights permitting.

RESPEC expressed that they can meet the deliverable date of May 2025 (for final design) that was identified in the RFP. However, they also expressed that to properly provide an alternatives analysis and vet the alternatives with the Town, they would recommend providing the final design by the end of July 2025 and immediately moving forward with construction to complete the project by the end of the year.

Immediately following the interviews, the panel discussed narrowing the scope of the chosen consultant by designing the required access road improvements and ditch piping separately. After discussions with Alan Leak, Principal-in-Charge with RESPEC, and based on the desire to complete the design and construction of the road improvements and ditch piping in the next several months before the high snowmelt and summer runoff events this summer, staff negotiated with RESPEC to modify several pieces of their proposal and cost estimate.



Staff recommends that the design of the access road improvements and ditch piping be taken on separately, which would be less expensive and would allow the RESPEC project team to concentrate on the diversion. Staff is working to utilize technical assistance through the NRCS to complete a design of the access road improvements. Once the Town has a design, staff can prepare a Request for Bids to solicit bids from qualified and experienced contractors to construct the improvements. The aim is to have the work completed by the end of May or early June.

**FINANCIAL IMPLICATIONS:**

This project was identified as a Capital Improvement Project in the 2025 Annual Budget and falls within the \$8,000,000 estimated cost for the total project. The Town has secured the needed financing mechanisms to advance this project. They are as follows:

- An emergency bridge loan through the CWCB for an amount not to exceed \$8,080,000 (\$8,000,000 for project costs and \$80,000 for the 1% service fee).
- A grant an agreement award from the NRCS’s Emergency Watershed Protection Program for \$4,311,369 worth of eligible expenditures.
- A grant from the Colorado Department of Public Safety, Division of Homeland Security and Emergency Management’s Disaster Emergency Fund for \$2,000,000 with a local match requirement.

As mentioned above, staff held discussions with Alan Leak to modify several pieces of the proposal and cost estimate based on the needs of the project. A revised cost estimate from RESPEC is attached to this staff report as Attachment 1. Also included as Attachment 2 is a Notice of Award for Council’s consideration.

**RECOMMENDED MOTION:**

“I move to issue Notice of Award for the Planning and Design Engineering Services for the Beaver Creek Diversion Restoration Project to RESPEC Company, LLC at a not to exceed amount of \$568,750.”

# ATTACHMENT 1

FEE ESTIMATE  
 BEAVER CREEK DIVERSION PROJECT  
 PREPARED FOR THE TOWN OF RIDGWAY  
 RESPEC COMPANY LLC  
 1/30/2025, REVISED 2/10/2025

Task	\$245/hr	\$225/hr	\$160/hr	\$195/hr	\$150/hr	\$115/hr	Total Hours	Direct Costs	Total Fee
	Principal	Senior PM & QA/QC	Project Manager / Stream Design Lead	Senior Project Engineer	Project Engineer / Hydrologist / Env Scientist	CAD Designer			
<b>0: Project Coordination &amp; Administration</b>									
General Correspondence & Administration	8	16	32	16	32	0	104		\$18,600
Site Visits	0	16	40	0	40	0	96	\$1,000	\$17,000
Coordination with Subconsultant	0	8	16	0	0	0	24		\$4,360
Coordination with Attorney for Water Rights	8	8	8	0	0	0	24		\$5,040
Coordination for Easements and ROE	0	8	8	0	0	0	16		\$3,080
Progress Meetings	8	30	30	8	16	0	92		\$17,470
<b>Subtotal Hours</b>	<b>24</b>	<b>86</b>	<b>134</b>	<b>24</b>	<b>88</b>	<b>0</b>	<b>356</b>	<b>-</b>	<b>-</b>
<b>SUBTOTAL</b>	<b>\$5,880</b>	<b>\$19,350</b>	<b>\$21,440</b>	<b>\$4,680</b>	<b>\$13,200</b>	<b>\$0</b>		<b>\$1,000</b>	<b>\$65,550</b>
<b>1: Site Assessment and Data Collection</b>									
Critical Path & Site Constraints	2	8	40	20	40	0	110		\$18,590
Hydrology & Hydrogeology	1	4	40	20	80	0	145	\$570	\$24,015
Wetland Delineation & Habitat Assessments	0	0	0	0	24	0	24	\$570	\$4,170
Drone Survey & Renderings	1	2	8	4	80	40	135	\$1,500	\$20,855
Interim Emergency Design	0	0	0	0	0	0	0		\$0
<b>Subtotal Hours</b>	<b>4</b>	<b>14</b>	<b>88</b>	<b>44</b>	<b>224</b>	<b>40</b>	<b>414</b>		<b>-</b>
<b>SUBTOTAL</b>	<b>\$980</b>	<b>\$3,150</b>	<b>\$14,080</b>	<b>\$8,580</b>	<b>\$33,600</b>	<b>\$4,600</b>		<b>\$2,640</b>	<b>\$67,630</b>
<b>2: Alternatives Development and Analysis (3)</b>									
Concept Design Plans	6	20	80	20	80	60	266		\$41,570
Concept Hydraulic Analysis	3	6	40	6	120	0	175		\$27,655
Concept Cost Estimate	3	4	32	4	0	0	43		\$7,535
ROE Permitting Strategy	1	4	24	4	40	0	73		\$11,765
Environmental Permitting Strategy	0	0	2	0	24	0	26		\$3,920
30% Level Construction Drawings	3	5	32	5	32	67	144		\$20,460
30% Level Cost Estimate	3	5	20	5	7	0	40		\$7,085
Interim Emergency Construction Services	0	0	0	0	0	0	0	\$0	\$0
<b>Subtotal Hours</b>	<b>19</b>	<b>44</b>	<b>230</b>	<b>44</b>	<b>303</b>	<b>127</b>	<b>767</b>		<b>-</b>
<b>SUBTOTAL</b>	<b>\$4,655</b>	<b>\$9,900</b>	<b>\$36,800</b>	<b>\$8,580</b>	<b>\$45,450</b>	<b>\$14,605</b>		<b>\$0</b>	<b>\$119,990</b>
<b>3: Preliminary (60%) Design for Selected Alternative</b>									
Design	4	16	40	80	40	0	180		\$32,580
Hydraulic Analysis	2	8	20	20	80	0	130		\$21,390
ROE Permitting Strategy	4	6	8	2	40	0	60		\$10,000
60% Level Construction Drawings	7	7	32	32	32	50	160		\$25,200
60% Level Structural Design & Drawings	7	0	0	32	0	67	106		\$15,660
60% Level Economic Analysis & Cost Estimate	4	12	20	8	12	0	56		\$10,240
<b>Subtotal Hours</b>	<b>28</b>	<b>49</b>	<b>120</b>	<b>174</b>	<b>204</b>	<b>117</b>	<b>692</b>		<b>-</b>
<b>SUBTOTAL</b>	<b>\$6,860</b>	<b>\$11,025</b>	<b>\$19,200</b>	<b>\$33,930</b>	<b>\$30,600</b>	<b>\$13,455</b>		<b>\$0</b>	<b>\$115,070</b>
<b>4: Final Design and Engineering</b>									
Design	1	2	30	40	40	0	113		\$19,295
Hydraulic Analysis	2	2	8	8	20	0	40		\$6,780
Permitting	4	8	20	8	0	0	40		\$7,540
Environmental	0	2	4	0	80	16	102		\$14,930
100% Level Construction Drawings	1	4	17	9	17	34	82		\$12,080
100% Structural Design	10	0	0	50	0	60	120		\$19,100
100% Level Cost Estimate	1	4	14	4	0	0	23		\$4,165
Bid Services	3	8	40	24	16	0	91		\$16,015
Final Design Report	2	4	30	16	40	0	92		\$15,310
<b>Subtotal Hours</b>	<b>24</b>	<b>34</b>	<b>163</b>	<b>159</b>	<b>213</b>	<b>110</b>	<b>703</b>		<b>-</b>
<b>SUBTOTAL</b>	<b>\$5,880</b>	<b>\$7,650</b>	<b>\$26,080</b>	<b>\$31,005</b>	<b>\$31,950</b>	<b>\$12,650</b>		<b>\$0</b>	<b>\$115,215</b>
<b>5: Construction Services for Final Design (add-on)</b>									
Progress Meetings	0	6	16	0	0	0	22		\$3,910
Housing & Direct Costs	0	0	0	0	0	0	0	\$6,650	\$6,650
Submittal Review	1	4	8	15	0	0	28		\$5,350
RFI Review	1	2	8	2	0	0	13		\$2,365
Pay Application Review	0	2	4	0	0	0	6		\$1,090
Observation & Reporting	0	16	96	10	0	0	122		\$20,910
Punchlist Walk	0	8	4	0	0	0	12		\$2,440
Redline Drawings	0	4	8	0	0	40	52		\$6,780
<b>Subtotal Hours</b>	<b>2</b>	<b>42</b>	<b>144</b>	<b>27</b>	<b>0</b>	<b>40</b>	<b>255</b>		<b>-</b>
<b>SUBTOTAL</b>	<b>\$490</b>	<b>\$9,450</b>	<b>\$23,040</b>	<b>\$5,265</b>	<b>\$0</b>	<b>\$4,600</b>		<b>\$6,650</b>	<b>\$49,495</b>
<b>Subconsultants</b>									
Construction Subconsultant							0	\$35,800	\$35,800
<b>Subtotal Hours</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>0</b>
<b>SUBTOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>		<b>\$35,800</b>	<b>\$35,800</b>
<b>Total Hours</b>	<b>101</b>	<b>269</b>	<b>879</b>	<b>472</b>	<b>1032</b>	<b>434</b>	<b>3187</b>		
<b>TOTAL FEE ESTIMATE</b>									<b>\$568,750</b>

**Basis of Estimate - Assumptions:**

Direct Costs include mileage, housing, drone rental, field equipment, printing, meeting supplies, and meeting expenses.  
 A Geotechnical Investigation is not included in the scope and services.  
 Construction length assumed to be 8 weeks for interim emergency construction and final design construction  
 Town will pay for all fees associated with Attorney and ROE/Easements  
 Hourly rates for individual staff may vary.

## ATTACHMENT 2



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

### NOTICE OF AWARD

Town of Ridgway, Colorado

DATE: 02/12/2025

TO: RESPEC Company, LLC

ADDRESS: 720 S Colorado Blvd., Ste. 410 S, Denver, CO 80246

PROJECT NAME: Planning and Design Engineering Services for the Beaver Creek Diversion Restoration Project

You are hereby notified that your Proposal dated 01/30/25 for the above referenced Project has been considered. You are the apparent successful proposer and have been awarded a contract for the Planning and Design Engineering Services for the Beaver Creek Diversion Restoration Project.

The Not to Exceed Contract Price of your contract is \$568,750. The Owner reserves the right to add or delete work as the project progresses for the hourly rates in the proposal to ensure the project stays within budget. Actual payments will be based on monthly invoices for the hours and expenses expended on the project.

Within ten (10) calendar days of this Notice of Award, you are required to provide the following items to the Town:

1. Certificate of Insurance with the minimum insurance coverages listed in the Agreement/Contract and naming the Town of Ridgway as an additional insured; and
2. Completed W-9.

If you fail to return the above-described items by February 22, 2025, the Town of Ridgway will be entitled to consider all your rights arising out of the acceptance of your proposal as abandoned. The Town of Ridgway will be entitled to such other rights as may be granted by law.

--- Signature page follows ---



# ATTACHMENT 2



TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | [www.town.ridgway.co.us](http://www.town.ridgway.co.us)

OWNER: Town of Ridgway

BY: \_\_\_\_\_  
John I. Clark, Mayor

## ACCEPTANCE OF NOTICE OF AWARD

Receipt of the above Notice of Award is hereby acknowledged by:

BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Employer ID Number: \_\_\_\_\_

Upon completion, please return this form to:

*Preston Neill*  
*Town Manager*  
*Town of Ridgway*  
*PO Box 10*  
*Ridgway, CO 81432*  
[pneill@town.ridgway.co.us](mailto:pneill@town.ridgway.co.us)

## AGENDA ITEM #14

**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**, on December 11, 2024, the Town Council extended the Declaration of a Local Disaster to January 9, 2025; and

**WHEREAS**, on January 8, 2025, the Town Council extended the Declaration of a Local Disaster to February 13, 2025; 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 received 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 now in a position to transition from the response phase of this incident to the recovery/resiliency/rebuilding phases of the incident, and the Town intends to work collaboratively with outside agencies to achieve all objectives, including communicating to stakeholders and members of the public.

**NOW, THEREFORE, IT IS HEREBY ORDERED** on this 13<sup>th</sup> day of February 2025, that the disaster emergency, which was declared in and for the Town of Ridgway beginning on August 14, 2024, is extended to December 11, 2025, 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.

**IT IS FURTHER ORDERED** that Town staff shall continue repair damage to; and to rebuild portions of its municipal water system and other critical infrastructure in conjunction and partnership with subject matter experts and outside agencies to in order to return water delivery to pre-disaster levels.

**APPROVED BY THE TOWN COUNCIL ON THIS 12<sup>th</sup> DAY OF FEBRUARY 2025.**

---

John I. Clark, Mayor

ATTEST:

---

Pam Kraft, Town Clerk

## AGENDA ITEM #15



# MARSHAL'S OFFICE

PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5196 | [www.town.ridgway.co.us](http://www.town.ridgway.co.us)

To: Honorable Mayor Clark and Ridgway Town Council  
Cc: Preston Neill, Town Manager  
From: Shane Schmalz, Town Marshal  
Date: February 7, 2025  
Agenda Topic: **Discussion and potential action to authorize staff to hire a part-time deputy for the Ridgway Marshal's Office**

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## SUMMARY:

In August of 2023 I came before the Council and you very generously allowed the Marshal's Office to hire a full-time Officer position that had not been formally budgeted that year. During those discussions we talked about the needs of the department and my plan going forward and my hope that staffing levels would not have to change for a couple more years. After filling that position and completing the new deputy's training, we have steadily increased our self-initiated field activity numbers as referenced in my year-end report. Along with this increase, we have also seen an increase in our calls for service by 24.9% from 2023 to 2024. Along with this increase, the complexity of our investigations has increased, and the officer time spent on these investigations has increased.

The national average for officers per capita is three officers per 1,000 people. This would suggest that Ridgway would only need roughly four officers for the 1,300 or so full-time residents. In the past, the Marshal's Office operated 24/7, 365 days a year with 3.5 FTEs.

When staff approached Council in 2023 about staffing challenges and needs, the hope was that by having two officers providing 24/7 coverage at each end of the week, I could concentrate on my administrative responsibilities. The aim was also to give me the ability to cover shifts when officers were on PTO, sick, or in training, or if there were other issues with scheduling. Initially this worked well, but that have been a number of weeks where there were training conflicts, extended illnesses and other unforeseen issues that have come up. There were at least two full weeks in 2024 where the Town was covered with only two officers. Please know that public safety was never compromised, and we had the full support of other area law enforcement agencies for assistance. During these instances, I was concerned about officer well-being and about the potential for officers to be put in situations where they were tired or fatigued and required to make split second decisions which could have long-lasting consequences.

With statutory requirements for reporting, management of body work cameras, evidence management, day-to-day operations of department, case management, personnel management, and other required tasks, we are finding it difficult to stay on top of these tasks and to be able to move the department forward. As always, the day-to-day operations of the department and the needs of the community safety have not been compromised but planning for the future requires that we take steps to ensure that the Marshal's Office is prepared for the increasing needs of the community from a public safety standpoint.



## MARSHAL'S OFFICE

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Due to the information outlined above our request would be to recruit and hire an officer on a part-time basis for 20 hours per week for the remainder of 2025. It is my belief that this additional officer would be able to cover the needs for shift coverage when officers take PTO, are sick, or when other unexpected staffing shortages arise.

### **FINANCIAL IMPLICATIONS:**

Other than the non-budgeted additional officer wages and benefits provided by the town, we have the equipment, patrol vehicle, uniforms, and other necessary supplies to put a successful candidate into field training. Hiring a new, part-time deputy at an hourly rate of \$31.05 to \$33.26 (based on the Town's 2025 Step Structure) would amount to between \$32,292 and \$34,590 per year, plus applicable benefits. After consulting with the town manager, staff feels that the General Fund can accommodate this increase in FY 2025 and feels comfortable moving forward with the addition of a part-time deputy.

### **STAFF RECOMMENDATION:**

Staff is recommending that Council authorize the recruitment and hiring of a regular, part-time deputy position.

Thank you for your consideration!

## AGENDA ITEM #16





To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: February 7, 2025  
Agenda Topic: **Request for authorization of staff to expend budgeted funds and enter into a contract to purchase a fleet vehicle for the Ridgway Public Works Department**

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**ACTION BEFORE COUNCIL:**

Council is asked to consider authorizing staff to expend budgeted funds and enter into a contract to purchase a fleet vehicle for the Public Works Department.

**SUMMARY AND FINANCIAL IMPLICATIONS:**

Council earmarked funds in the 2025 Fiscal Year Budget for the purchase of a pickup truck for the Public Works Department. The truck would be for Steven Schroeder, *Public Works Maintenance Operator II*, to drive on a day-to-day basis. Staff has explored a number of used truck options that all fall within the budgeted amount of \$40,000. Options have included gas-powered pickups and hybrids (gas/electric).

The Town's Procurement Manual states that contracts for the purchase of supplies, goods, equipment and services in excess of \$25,000 shall be approved by Council. Staff has followed all provisions of the Procurement Manual in exploring this purchase. Three quarters of this expenditure would be paid out of the General Fund and the other quarter would be paid out of the Water Fund.

Staff requests authorization to purchase one of the available used hybrid pickup truck options, pending more research and verification, at a price not to exceed \$40,000.

**RECOMMENDED MOTION:**

"I move to authorize staff to expend budgeted funds and enter into a contract to purchase a hybrid pickup truck for the Public Works Department at a price not to exceed \$40,000."

## AGENDA ITEM #17



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: February 5, 2025  
Agenda Topic: **Resolution No. 25-04, a Resolution of the Town Council of the Town of Ridgway, Colorado, Amending the Town of Ridgway Standard Specification and Typical Drawings for Infrastructure Construction**

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**BACKGROUND:**

In 1992 the Town adopted infrastructure standards to ensure that all construction of infrastructure within the Town’s right of way and easements would be constructed in a manner that protected the Town from excessive operation and maintenance costs. The standards are intended to control the design, construction, quality of materials, use, location, and maintenance of all public improvements and private improvements of common ownership including, but not limited to, sanitary sewer systems, water supply systems, storm drainage systems, wire utilities, streets, pedestrian facilities, open space, parking lots, use of town easements and appurtenances thereto; and ensure that when said facilities are transferred to the Town's ownership that they will be free from all defects and in suitable working order to provide the service capabilities anticipated with such a facility while protecting public and private interests.

The Town has adopted amendments to the 1992 Standards on several occasions to meet changes in regulations and technology, most recently in 2024. The current version of the standards (dated January 2024) can be viewed in its entirety on the Town’s website at <https://townofridgway.colorado.gov/resources/plans-documents-and-studies>. Scroll to the bottom of the webpage and click on the “Town Standard Specification & Typical Drawings for Infrastructure” accordion to view all the sections.

**PROPOSED UPDATES:**

The following changes are proposed to be incorporated into the Town of Ridgway Standard Specifications and Typical Drawings for Infrastructure Construction:

- Section 03250 – Streets – Page 03250 – 6: Removed the bottom 2/3;s of the table to remove redundancy in testing requirements.
- Section 03250 – Streets – Page 03250 – 20: Added new subsection 27 Pavement Markings. That reads:  
Striping – Material for striping shall be a modified epoxy meeting the requirement of CDOT 713.17 on the CDOT approved product list. Striping shall be completed in accordance with the approved design drawings, CDOT section 627.05 and other applicable CDOT standards and manufacturer’s recommendations.

Words and Symbols – Material for markings other than striping shall be from Preform Plastic Type I (permanent) meeting the requirements of CDOT 713.13 and listed on the CDOT approved product list. Work shall be completed in accordance with the approved design drawings, applicable CDOT standards including but not limited to sections 627.08, and manufacturer’s recommendations.



Retroreflectivity of pavement markings shall be tested in accordance with CDOT 105.03 (a). If retroreflectivity reading is less than 175, the epoxy shall be removed and replaced. Retroreflectivity of all materials shall meet the requirements of CDOT 713 and other relevant CDOT standards and applied consistent with CDOT standards and manufacturer's recommendations.

- Typical Drawing – Valley Pan Detail – Modify the reinforcement from welded wire to #4 rebar on 16" center.
- Typical Drawing – Intersection Gutters Detail - Modify the reinforcement from welded wire to #4 rebar on 16" center.

**RECOMMENDED MOTION:**

"I move to approve Resolution No. 25-04, a Resolution of the Town Council of the Town of Ridgway, Colorado, Amending the Town of Ridgway Standard Specification and Typical Drawings for Infrastructure Construction."

**ATTACHMENT:**

Resolution No. 25-04

**RESOLUTION NO. 25-04**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
RIDGWAY, COLORADO, AMENDING THE TOWN OF  
RIDGWAY STANDARD SPECIFICATION AND TYPICAL  
DRAWINGS FOR INFRASTRUCTURE CONSTRUCTION**

**WHEREAS**, the Town of Ridgway’s set of engineering design standards is formally referred to as “Town of Ridgway Standard Specification and Typical Drawings for Infrastructure Construction”; and

**WHEREAS**, the Town Council adopted by Resolution No. 01-03 on April 11, 2001 the Town of Ridgway Standard Specifications, General Requirements and Typical Drawings for Infrastructure dated 1992 and updated in 1995; and

**WHEREAS**, subsequently the same was amended by Resolution No. 01-04 on July 11, 2001, by Resolution No. 06-03 on June 14, 2006, by Resolution No. 20-06 on June 10, 2020, by Resolution No. 22-08 on September 14, 2022, by Resolution No. 22-12 on December 14, 2022, and again by Resolution No. 24-04 on January 10, 2024; and

**WHEREAS**, the Town Engineer has prepared changes and additions to said standard specification and typical drawings; and

**WHEREAS**, the purpose of these standards is to provide minimum standards to safeguard life, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use, location, and maintenance of all public improvements and private improvements of common ownership including, but not limited to, sanitary sewer systems, water supply systems, storm drainage systems, wire utilities, streets, pedestrian facilities, open space, parking lots, and appurtenances thereto; and

**WHEREAS**, the purpose of these standards is also to ensure that the Town receives public facilities which are constructed with the care and materials such that the facility meets or exceeds the normal service life requirements for similar installations; and

**WHEREAS**, these standards are intended to ensure that when said facilities are transferred to the Town's ownership that they will be free from all defects and in suitable working order to provide the service capabilities anticipated with such a facility while protecting public and private interests.

**NOW THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Ridgway, Colorado that the attached document, labeled as Exhibit A and titled “Town of Ridgway Standard Specification and Typical Drawings for Infrastructure Construction, Addendum #1 – February 12, 2025”, shall be added to, and shall amend the Town of Ridgway Standard Specification and Typical Drawings for Infrastructure Construction dated January 2024.

ADOPTED AND APPROVED this \_\_\_\_\_ day of February, 2025.

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

ATTEST:

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

**TOWN OF RIDGWAY STANDARD SPECIFICATION AND TYPICAL DRAWINGS  
FOR INFRASTRUCTURE CONSTRUCTION**

**ADDENDUM #1 – FEBRUARY 12, 2025**

- Section 03250 – Streets – Page 03250 – 6: Removed the bottom 2/3;s of the table to remove redundancy in testing requirements.
- Section 03250 – Streets – Page 03250 – 20: Added new subsection 27 Pavement Markings. That reads:

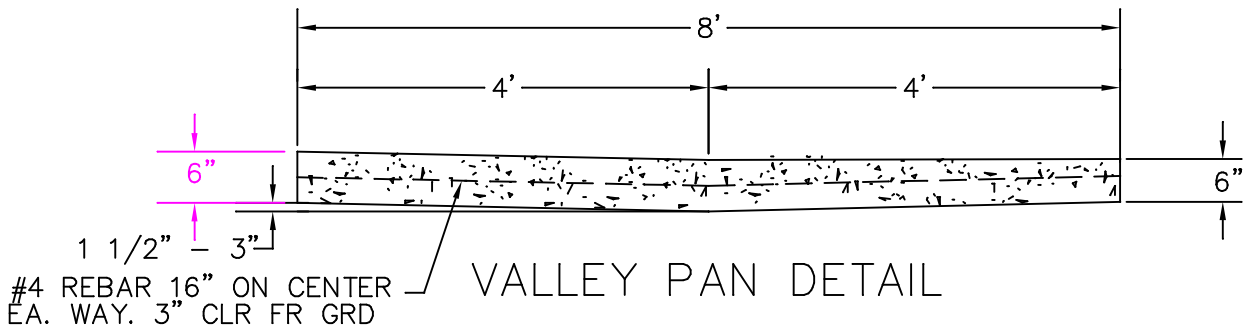
Striping – Material for striping shall be a modified epoxy meeting the requirement of CDOT 713.17 on the CDOT approved product list. Striping shall be completed in accordance with the approved design drawings, CDOT section 627.05 and other applicable CDOT standards and manufacturer’s recommendations.

Words and Symbols – Material for markings other than striping shall be from Preform Plastic Type I (permanent) meeting the requirements of CDOT 713.13 and listed on the CDOT approved product list. Work shall be completed in accordance with the approved design drawings, applicable CDOT standards including but not limited to sections 627.08, and manufacturer’s recommendations.

Retroreflectivity of pavement markings shall be tested in accordance with CDOT 105.03 (a). If retroreflectivity reading in less than 175, the epoxy shall be removed and replaced. Retroreflectivity of all materials shall meet the requirements of CDOT 713 and other relevant CDOT standards and applied consistent with CDOT standards and manufacturer’s recommendations.

- Typical Drawing – Valley Pan Detail – Modify the reinforcement from welded wire to #4 rebar on 16” center.
- Typical Drawing - Intersection Gutters Detail - Modify the reinforcement from welded wire to #4 rebar on 16” center.

R\_typ19.dwg Model 2/7/2025 11:48:35 1 : 0.9302



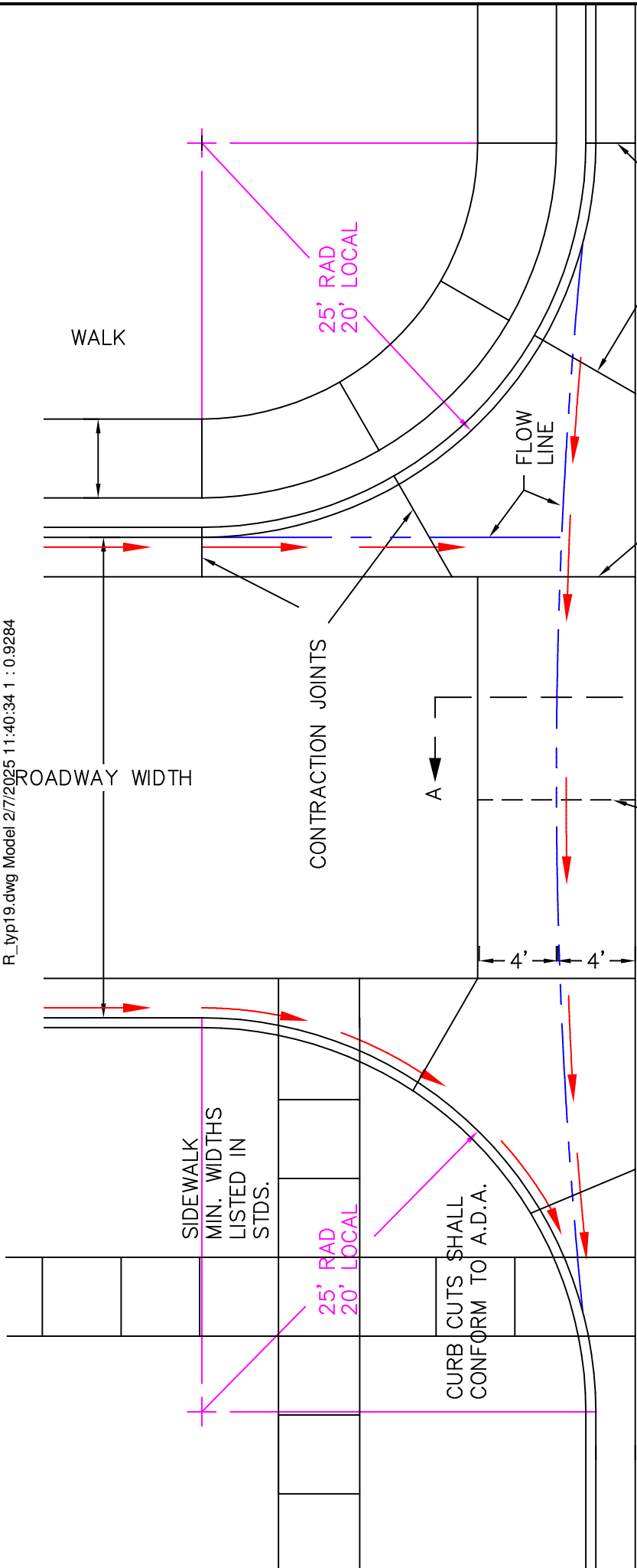
#4 REBAR 16" ON CENTER  
EA. WAY. 3" CLR FR GRD

### VALLEY PAN DETAIL

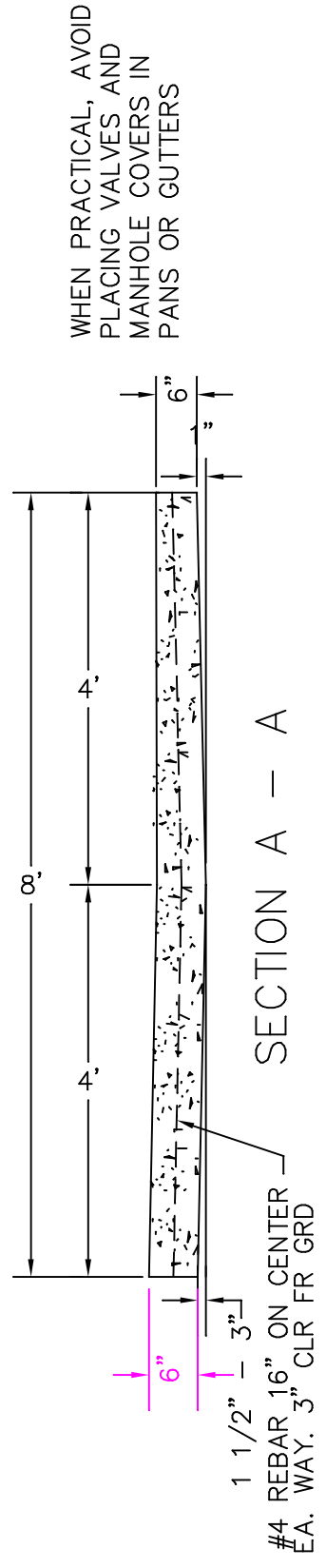
WHEN PRACTICAL, AVOID  
PLACING VALVES AND  
MANHOLE COVERS IN  
PANS OR GUTTERS

CHK:	TOWN OF RIDGWAY
DATE: 2/25	CONSOLIDATED CONSULTING SERVICES PO BOX 738, DELTA, CO 81416
DRN: R_TYP	VALLEY PAN DETAIL





INTERSECTION GUTTER DETAILS - PLAN VIEW



CHK:	TOWN OF RIDGWAY
DATE: 2/25	CONSOLIDATED CONSULTING SERVICES PO BOX 738, DELTA, CO 81416
DRN: R_TYP	INTERSECTION DETAILS

## AGENDA ITEM #18



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: February 5, 2025  
Agenda Topic: **Review and action on Intergovernmental Agreement between Town of Ridgway and Ouray County concerning Noxious Weed Management and Control Services**

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**SUMMARY:**

Council is asked to review and take action on the attached Intergovernmental Agreement (IGA) between Ouray County and Town of Ridgway concerning Noxious Weed Management and Control Services. The term of the IGA is the 2025 calendar year. If approved, the County would be retained by the Town to continue the services of conducting surveys of noxious weeds on all Town property, making recommendations as to appropriate treatment, and then conducting treatments including application of herbicide treatments as approved by the Town, in locations determined by both the Town and the County.

**BACKGROUND:**

In June of 2021, Julie Kolb, Ouray County Vegetation Manager, presented information to Council about her department’s weed control practices and the outlook for weeds in Ridgway. She showed various maps that depicted weed infestations in a variety of spots around Town. According to Julie and at that time, weeds were traveling in our water channels, and becoming a problem not only for the incorporated areas of Town but also for parts of Ouray County, Ridgway State Park, and homeowners located downstream. An assertion was made that it was time to manage the weeds in Ridgway more aggressively.

In January 2022, Council adopted [Resolution No. 22-01, Amending the Policy Relative to Noxious Weed Management](#) in an effort to allow for flexibility in addressing and controlling various noxious weed species that have been located in Town. 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 [2011 Town of Ridgway Integrated Weed Management Plan](#). Prior to the adoption of Resolution No. 22-01 and starting in 2003, the policy had been that the Town “shall not use toxic or poisonous, chemical-based herbicides within the Town limits toward the control of noxious weeds, and that the use of non-toxic, organic management practices shall be implemented.”

In 2022, 2023 and 2024, the Town Council approved IGAs with similar scopes of work and payment terms as the one attached to this staff report.

Staff has met with Julie several times each of the last few summers to identify focus areas and agree upon herbicide application protocols for the identified areas. This included meetings with members of the Uncompahgre Watershed Partnership to discuss weed infestations on Town property in close proximity to the Uncompahgre River. Staff intends to conduct similar meetings during the upcoming spring and summer months.

**FINANCIAL IMPLICATIONS:**

The attached Intergovernmental Agreement has been drafted with a not-to-exceed amount of \$3,000.00. This amount was budgeted for in the 2025 Annual Budget.



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**RECOMMENDED MOTION:**

"I move to approve the *Intergovernmental Agreement between Ouray County and Town of Ridgway concerning Noxious Weed Management and Control Services*, as presented."

**ATTACHMENT:**

2025 Intergovernmental Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN OURAY COUNTY AND TOWN OF RIDGWAY CONCERNING NOXIOUS WEED MANAGEMENT AND CONTROL SERVICES**

**THIS INTERGOVERNMENTAL AGREEMENT, (the “IGA”) is made and entered into this 28 day of January, 2025 (the “Effective Date”) by and between the COUNTY OF OURAY, COLORADO, acting by and through the Board of County Commissioners (the “County”); and TOWN OF RIDGWAY, COLORADO (the “TOWN”).**

**RECITALS**

**WHEREAS, pursuant to C.R.S. § 35-5.5-101, *et seq.*, the Colorado Noxious Weed Act (“the Act”), the County is authorized and required to adopt and implement a noxious weed management plan for the unincorporated lands within Ouray County.**

**WHEREAS, pursuant to such mandate in the Act, the County, by and through the Ouray County Weed Advisory Board, has developed and adopted the Ouray County Weed Management Plan (the “County Plan”), a copy of which is available from the County upon request.**

**WHEREAS, the County Plan describes, among other things, certain parts of Ouray County that are encompassed thereby.**

**WHEREAS, pursuant to the Act, municipalities are authorized and required to adopt a weed management plan for all lands within their boundaries.**

**WHEREAS, pursuant to the Act, municipalities may contract for the management of noxious weeds.**

**WHEREAS, pursuant to the Act, municipalities and counties may cooperate in the exercise of any powers and authorities granted by the Act.**

**WHEREAS, pursuant to the Colorado Constitution, Article XIV, Section 18(2)(A) and C.R.S. § 29-1-201, *et seq.*, any political subdivision of the State of Colorado may cooperate or contract with another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting entities, including the sharing of costs, the imposition of taxes, or the incurring of debt, but only if such cooperation or contracts are authorized by each party thereto with the approval of its legislative body or other authority having the power to so approve.**

**WHEREAS, the Town desires to retain the County to conduct a survey of noxious weeds on all public property subject to the control or supervision of the Town, provide a report, make recommendations as to appropriate treatment, and then to conduct treatments including application of herbicide treatments as approved by the Town, in locations determined by both the Town and the County.**

**WHEREAS, the County desires to perform these duties and agrees to provide a report of locations of noxious weed populations and make recommendations before conducting any herbicide applications with a decision to be made by the Town in consultation with the County, for each location recommended to receive herbicide treatment.**

**WHEREAS**, the County desires to perform these duties, and the Town and the County agree that such work shall be performed under the terms and conditions set forth in this IGA.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable considerations, the receipt of which is hereby acknowledged, the County and the Town hereby agree as follows:

## **SECTION I DESCRIPTION OF WORK**

Pursuant to the specific direction of the Town or its designated agent or representative, the County agrees to work cooperatively with the Town, and will furnish the labor, equipment, material, supplies, tools, supervision, and consultation services that are reasonably necessary to conduct a survey of noxious weed problems on all property within the public property subject to the control or supervision of the Town that will result in a County Report (the "County Report") describing the location, type and extent of weed populations and recommend appropriate removal and control methods.

For each location recommended for herbicide application by the County Report, the Town will evaluate the recommendation and notify the County whether the Town wishes the County to apply herbicide treatment. Following the written or verbal notice from the Town identifying the specific locations where the Town requests herbicide application, a County representative (the "County Representative") and a representative from the Town shall conduct a site walk, if requested by either party, and shall delineate the specific locations to receive herbicide.

If, during the application of herbicide, the County Representative has a question on the locations to receive herbicide treatment, the County Representative shall contact the Town Representative and request further clarification on the property to receive herbicide application. Should the Town receive such request, the Town will make a good faith effort to provide other services of an appropriate Town employee to assist the County Representative in identifying the appropriate location for herbicide application. For specified locations where the County Report recommends or the Town chooses a method other than herbicide application, the County will assist Town staff by providing technical advice and training on alternative methods of removal and control.

The Town shall be responsible for providing proper public notice regarding the application of herbicide in the Town. Any appropriate physical posting on site should occur no less than two (2) days in advance and may be provided by either the Town or the County.

Representatives for the Park and County are:

Town:

Preston Neill, Town Manager, or designee  
201 North Railroad Street  
Ridgway, CO 81432  
Phone: (970) 626-5308 ext. 212  
Email: pneill@town.ridgway.co.us

County:

Julie Kolb, Manager

Ouray County Vegetation Control & Management  
111 Mall Road  
Ridgway, CO 81432  
Phone: (970)626-9775 X7  
Fax: (970)626-4439  
Email: jkolb@ourayco.gov

## **SECTION II PAYMENT**

The County shall be compensated by Town at a rate of \$110.00 per hour for UTV, ATV or truck use and for two technicians; \$85.00 for truck use, and one technician and \$65.00 per hour for the County Representative's time spent on the annual survey work; plus the costs of all materials and herbicides, not to exceed a total of three thousand dollars (\$3,000.00) for services requested on public properties per year.

The County will provide the Town with an annual status report within sixty days after the last day of month, within which work was performed. This report shall include a list of the hours spent by the County performing the duties under this IGA as well as the costs for all materials and herbicide, in the form of invoices, if the County is requesting compensation for said materials and herbicide. The Town shall pay to the County in full for any invoice submitted within thirty days of receipt.

## **SECTION III TERM**

This IGA shall be effective as of the Effective Date and shall terminate on December 30, 2025, unless otherwise extended by the mutual written agreement of the parties. Unless otherwise provided in any agreement to extend this IGA, all terms of this IGA shall continue to govern and control the relationship of the parties for the duration of any such extension.

## **SECTION IV TARGETED FLORA**

County and Town agree that a survey will be performed by County when feasible in spring or early summer 2025 at which time targeted flora will be identified based on the State and County noxious weed lists.

## **SECTION V RELATIONSHIP OF PARTIES**

The County and the Town intend that an independent contractor relationship will be created by this IGA. The Town is interested only in the results to be achieved by the surveying project and the possible control, including herbicide application. The method and control of the work will be within the scope of the County's responsibility, subject to compliance with all applicable State and Federal statutes, rules and regulations, and the requirements of this IGA. However, the work contemplated must meet with the approval of the Town Representative and shall be subject to the Town Representative's general right of inspection and supervision to ensure

satisfactory completion thereof. The County is not entitled to any of the benefits that the Town provides to its employees, including, but not limited to, any federal or state withholding taxes, FICA, insurance in any form, retirement plans, worker's compensation, or unemployment compensation.

## **SECTION VI LIABILITY**

The Town and the County both retain governmental immunity under the Colorado Governmental Immunity Act to the maximum extent permissible, and no term of this IGA shall be construed as an express or implied waiver of governmental immunity. Neither party shall indemnify the other, and both parties agree to waive any claim for damages against the other party for work performed under the terms of this IGA. In the event of any other legal dispute regarding the terms of this IGA, the governing laws shall be the laws of the State of Colorado, the venue shall be the Seventh Judicial District, State of Colorado, and both parties shall be responsible for their own attorneys' fees and costs.

## **SECTION VII NON-ASSIGNABILITY**

The County and the Town agree that this IGA or any interest therein shall not be assigned, sublet, or transferred without the prior written consent of all parties hereto.

## **SECTION VIII EFFECT OF AGREEMENT**

Each clause and covenant of this IGA shall extend to, benefit, and bind the successors and assigns of the parties hereto respectively.

## **SECTION IX AMENDMENTS**

This IGA represents the entire integrated and merged understanding of the parties and no prior or contemporaneous term, condition, promise, or representation regarding the subject matter of this IGA shall be of any legal force or effect unless set forth herein in writing or in a written amendment or addendum hereto.

The County and the Town agree that any modifications or alterations of or additions to or changes in any term, condition, or agreement contained herein shall be void and not binding on either of the parties unless set forth in writing and executed by both parties.

## **SECTION X LICENSE**

The County warrants to the Town that the authorized County Representative for herbicide application possesses a valid Applicator's License.

## **SECTION XI**



**FORCE MAJEURE**

It is agreed that the Town shall excuse the County of its performance and obligations due to any of the following occurrences: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of the State of any of their departments, agencies, or officials or any civil or military authority insurrection; riots, landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause of event not within the control of the county that prevents its performance of its obligations.

**SECTION XII  
PROPERTY OWNERS**


The County and the Town shall give due consideration to the interests of property owners and tenants wherever involved and shall conduct the work to be performed here under in a manner causing a minimum of inconvenience and injury to said property owners or tenants. The Town shall provide and maintain a safe condition at crossings of public roads, private roads, and entrances that may be open for the work hereunder to be performed. The Town shall provide and maintain work conditions that comply with the normal requirements and regulations involving the application of spray herbicides. The Parties will be expected to respect private property and adjacent public roadsides that have been adequately flagged or otherwise marked, as a "No Spray" zone.

IN WITNESS WHEREOF, the respective parties enter this IGA as of the Effective Date.

**BOARD OF OURAY COUNTY COMMISSIONERS**

  
\_\_\_\_\_  
Jake Niece, BOCC Chair

**ATTEST:**

  
\_\_\_\_\_  
Cristy Lynn, Clerk and Recorder  
By: Eli Holmes, Deputy Clerk of the Board

**Town of Ridgway**

By: \_\_\_\_\_  
Preston Neil, Town Manager

**ATTEST:**

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

## AGENDA ITEM #19

## AGENDA ITEM #20



## Ridgway Marshal's Office – End of Year Report 2024

2024 was another busy year for the Ridgway Marshal's Office. In 2023 we ended the year with 5,019 self-initiated activities and calls for service. In 2024 we ended the year at 6,139 self-initiated activities and calls for service. Of the total in 2023, we had 890 calls for service which is 17.7% of the 5,019 total. In 2024, we had 1,531 calls for service which is 24.9 % of the 6,139 total. Although these percentages of change look small in contrast to overall activity, they are more substantial in the fact that we usually only have one officer per shift. I have attached a breakdown of the per month percentage of change in 2024. There were only two months in 2024 where we have a decrease in calls compared to 2023 (June and October). June was down due to the training of a new officer, which takes another officer off the road to spend time training and riding along with the new officer. For October, there is not an explanation for the decrease. Two notable months were August and September. One of the main explanations for the increase is that is when the new officer completed field training and started being on the road by himself.

### Notable Calls for service in 2024:

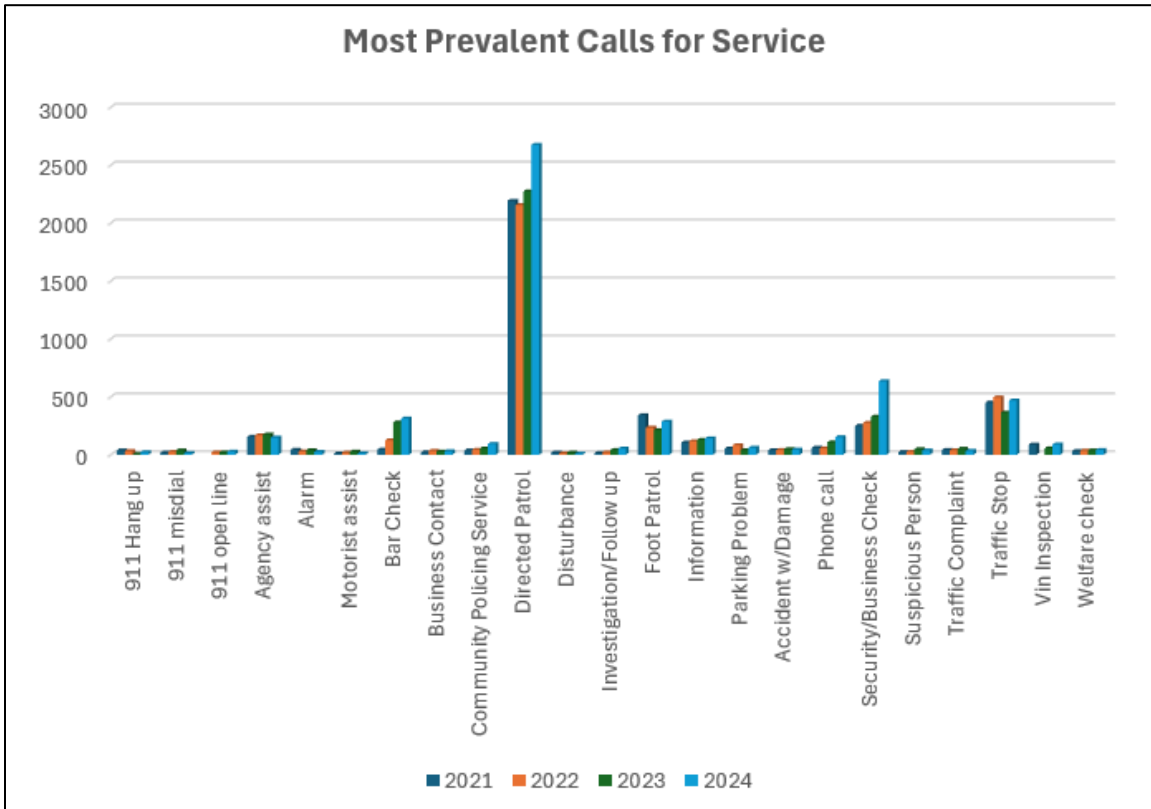
- Officers responded to a report of a disturbance at the Ridgway Shell Station in August. Upon arrival, officers determined there was a dispute between three people over a gas pump. The two involved males argued over the pump and one of the males punched the other one in the mouth. The male that was punched then pulled out a firearm that he was carrying concealed. He pointed it at the male and after a short argument re-holstered the firearm. The manager of the Shell Station interceded and then they separated. After investigation the one male was charged with Third Degree Assault, and the other male was charged with Felony Menacing.
- An ongoing civil parking dispute dating back to 2021 that involved hundreds of hours of officer time, court subpoenas, warrant arrests on two of the three involved parties, and arrests for violation of protection orders, was finally partially resolved by court order in a civil trial. Final rulings are still pending appeal and final adjudication.
- A case involving a vehicle accident in parking lot turned into a vehicle eluding and arrest of the driver for an arrest warrant for aggravated motor vehicle theft out of Arizona.
- Officers responded to a report of a trespass at a residence in Ridgway. Officers who responded were shown a video of a female pulling into their driveway and parking. She opened a gate and went into a hot tub on the property where she remained. The owners were out of town and received an alarm on their security system. After getting out of the hot tub, she left the gate open, cut a bag of dog food open that was in the area and scattered it around the driveway before leaving. The owner's deaf and blind older dog got out of the yard and with no feeding control, ate a large quantity of the food and rocks from the driveway. The dog later died from the overeating and rock ingestion. The female was arrested and charged with trespassing, criminal mischief and cruelty to animals. She pled guilty to a list of charges in this case and others she had during an ongoing mental health episode.
- Officers received a report of a several thousand-dollar theft of alcohol at a local liquor store. The subsequent investigation revealed that there were two other liquor stores in Montrose and



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unknown others across the western slope. Several days after the report the investigating officer received a call from a Lake County Deputy in Leadville, CO. The officer indicated he had stopped a vehicle for suspicious activity and located some alcohol and new clothing items. Further investigation tied the male driver to the liquor store thefts, and he is currently pending court disposition on multiple charges in multiple jurisdictions.



Total Calls	2023	2024	% change
January	397	463	17%
February	375	525	40%
March	360	489	36%
April	417	432	4%
May	398	466	17%
June	461	446	-3%
July	424	561	32%
August	405	652	61%
September	380	610	61%
October	506	470	-7%
November	454	534	18%
December	442	491	11%
<b>Year Total</b>	<b>5019</b>	<b>6139</b>	<b>22%</b>

	2021	2022	2023	2024
<b>Total</b>	<b>4527</b>	<b>4514</b>	<b>4900</b>	<b>6118</b>

## AGENDA ITEM #21



**To:** Honorable Mayor Clark and Ridgway Town Council  
**From:** Preston Neill, Town Manager  
**Date:** February 3, 2025  
**RE: Town Manager’s Report**

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**INTRODUCTION**

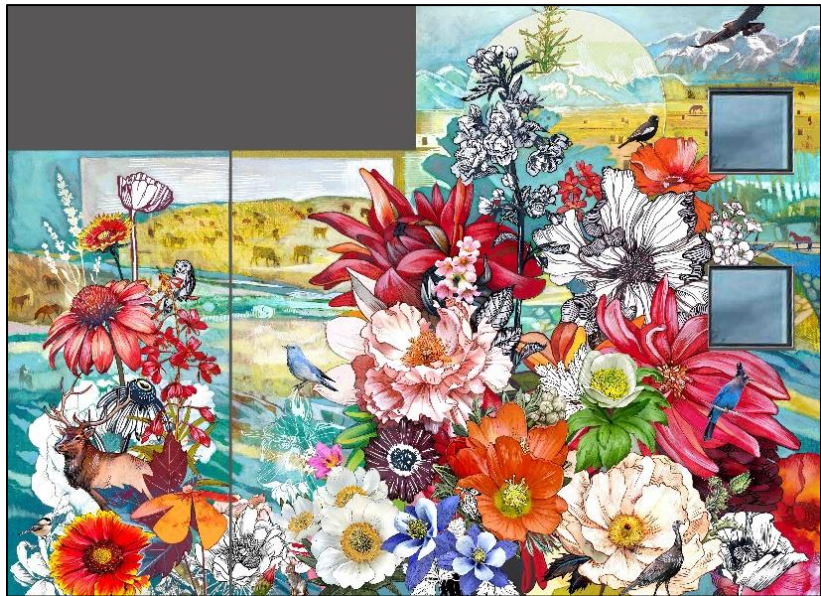
This monthly report serves as an update to the Town Council and community members on key projects, activities, and community issues.

**GRANULAR ACTIVATED CARBON PROJECT UPDATE**

Filter Tech Systems will be on site at the Water Treatment Plant in the next few days for the final system start up. Once the system comes online, the chlorine dioxide machine (color, taste, and odor pretreatment) will be removed from our water treatment process. We will also put out information through the Town’s communication channels about this change in the water treatment process.

**RIDGWAY TO MOVE FORWARD WITH MURAL ON ARTSPACE RIDGWAY SPACE TO CREATE BUILDING**

The Town of Ridgway is thrilled to announce an exciting new addition to its cultural landscape: a vibrant mural by professional muralist Yulia Avgustinovich. This public art piece, set to adorn the southeast corner walls of the Artspace Ridgway Space to Create Building, reflects the town's unique history, natural beauty, and creative spirit.



Avgustinovich, whose work transforms spaces and fosters community connections, spent six years in Colorado and drew inspiration from Ridgway’s rich heritage and stunning surroundings. The mural features a dynamic composition of blooming flowers—symbolizing hope and renewal—alongside depictions of grazing cattle and horses as well as local wildlife, such as wild turkeys, elk, and an eagle soaring above. Avgustinovich describes the mural this way, “The primary theme of the mural is the symbolism of blooming flowers—representing hope, renewal,



and the vibrancy of life. Flowers such as peonies, dahlias, blue Columbine flowers, White Crested Prickly poppy, Cutleaf Anemone, Echinocereus, Globe flower, Spreading Dogbane, Cowboy's delight reflect the beauty and seasonal life found in Ridgway's gardens and natural environment. These floral elements are interwoven with local livestock like grazing cattle and horses, along with wild turkeys, elk, a playful bunny, and an eagle soaring above. The mural's collage-like style brings these pieces together into a cohesive and harmonious composition that tells a story of nature's resilience and the deep connection between the land and its people."

The artist's design was selected through a rigorous and competitive process, following a formal Request for Proposals seeking submissions from experienced artists both local and nationwide. Through the proposal requirements, interested artists were asked to submit a rough draft of the intended artwork. An ad hoc committee was assembled, made up of local artists and Town and Artspace representatives. The committee collectively and collaboratively reviewed all 17 submitted proposals and interviewed the final candidates. Ultimately, the committee was unanimously impressed with Yulia's proposal, the artistic quality of her previous work and her demonstrated success executing murals of similar size and scope across Colorado and beyond.

Throughout the process, the committee was focused on having a final selection with strong visual impact, representing the rich natural beauty that surrounds and encompasses the Town of Ridgway. Subsequent to the committee's selection, Artspace and the Ridgway Town Council gave their thumbs up to proceed with Avgustinovich's design.

This project is funded with a grant from the Department of Local Affairs/Colorado Main Street Program via the Town of Ridgway's FUSE Creative Main Street Program, and a grant from the Western Colorado Community Foundation: Dave and Mary Wood Fund. It will be the largest public art installation in Ouray County. Painting is scheduled to begin approximately May 25, 2025, with an anticipated completion by mid-June 2025.

There will be opportunities for residents to participate in painting the mural with Yulia between May 28<sup>th</sup> and May 31<sup>st</sup>. A celebration is being planned for June 13<sup>th</sup>. The community is invited to celebrate this creative milestone, which will serve as a lasting testament to Ridgway's shared values and vibrant spirit.

### **WASTEWATER TESTING UPDATE**

In coordination with Ouray County Public Health, the Town has resumed submitting wastewater samples to the Colorado Department of Public Health and Environment (CDPHE). The first lab results were available on January 28<sup>th</sup> and no significant amounts of COVID-19, Flu or RSV virus particles were detected. CDPHE has promised to have a shareable data dashboard for Ouray County available soon!





### **RETIREMENT PARTY!**

A retirement party to thank and recognize Mike Gill and Karen Christian for their years of service to the Town of Ridgway will be held on Saturday, February 22<sup>nd</sup> at the Lazy Dog Saloon. Please reach out to Pam Kraft for more information.

### **ADMINISTRATIVE ASSISTANT HIRED**

I am happy to announce that the Town has hired Julie Huun to fill the role of administrative assistant. Julie comes to the Town with a plethora of administrative experience and will provide varying levels of administrative support and customer service to the Town Clerk's Office. Welcome, Julie!

### **TOWN HIRING FOR PUBLIC WORKS MAINTENANCE OPERATOR I, II, OR III POSITION**

The Town of Ridgway is seeking to fill the position of Public Works Maintenance Operator I, II, or III. This is a full-time, non-exempt position with an excellent benefit package. For more information, or to apply, visit <https://townofridgway.colorado.gov/resources/job-opportunities>.

### **NOTICE AND CALL FOR CANDIDATES TO RIDGWAY TOWN COUNCIL**

Notice is hereby given that the Town of Ridgway will hold a regular municipal election on Tuesday, April 1, 2025 at which time three Councilmember seats will become vacant for two year terms.

The nomination period began on Monday, January 27, 2025 and closes at 5:00 p.m. on Friday, February 14, 2025.

Candidates must be registered voters in the State of Colorado and have resided within the Town limits for twelve consecutive months immediately preceding the date of election, and on or before this date must be 18 years of age or older.

Please contact the Town Clerk with any questions, or to receive a nomination packet, email: [pkraft@town.ridgway.co.us](mailto:pkraft@town.ridgway.co.us); or phone 626-5308, Ext. 211.

### **NOTICE OF VACANCY ON THE SUSTAINABILITY ADVISORY BOARD**

Notice is hereby given that an opening exists on the Town of Ridgway Sustainability Advisory Board. Members must be residents of Ouray County and be able to attend a night meeting once per month. To apply please, email a letter of interest to Preston Neill, Town Manager, at [pneill@town.ridgway.co.us](mailto:pneill@town.ridgway.co.us). The submittal deadline is 4:00 p.m. on Monday, March 3, 2025.

### **PLANNING COMMISSION REGULAR MEETING DATE CHANGE**

The Planning Commission will now meet on the third Wednesday of every month. Their next meeting will be on Wednesday, February 19<sup>th</sup>.



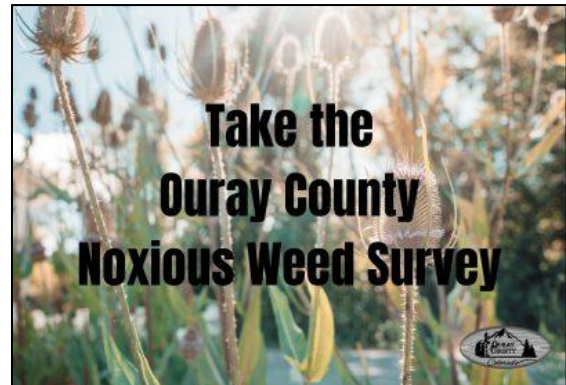
### **ANNUAL CLEANUP DAY EVENT**

The Town will hold the annual Cleanup Day event on Saturday, April 26<sup>th</sup> in the lot behind the Ridgway Public Library on Railroad Street. The Town will provide dumpsters and residents are encouraged to bring their refuse to the site between 8:00 a.m. and 1:00 p.m.

### **OURAY COUNTY NOXIOUS WEED SURVEY AVAILABLE TO THE PUBLIC**

Ouray County Vegetation Management is seeking community input regarding noxious weeds in Ouray County and mitigation services provided. Take a few minutes to complete the survey at [https://docs.google.com/forms/d/e/1FAIpQLSf9KIUqzA63maQ5MAbk9ki\\_hKKq7-yyeBPP\\_vYSC-09t5NI-w/viewform?vc=0&c=0&w=1&flr=0](https://docs.google.com/forms/d/e/1FAIpQLSf9KIUqzA63maQ5MAbk9ki_hKKq7-yyeBPP_vYSC-09t5NI-w/viewform?vc=0&c=0&w=1&flr=0).

The mission of Ouray County Vegetation Management is to halt the degradation of our environment by implementing an Integrated Weed Management Plan with the goal of preventing the introduction of new invaders, early recognition of those plants that do arrive, and stopping the spread of common noxious weeds already present within Ouray County. The program aims to reduce the effects of noxious weeds throughout Ouray County, and to promote sustainable landscapes through long term weed management and control. Ouray County Vegetation Management provides educational and technical assistance to landowners and public agencies to assist in finding the best control methods at each site.



### **COMMUNITY WILDFIRE PROTECTION PLAN MEETING**

On Tuesday, February 18<sup>th</sup>, Ouray County Emergency Management will hold the next Community Wildfire Protection Plan (CWPP) meeting. As a reminder, the CWPP assists the county and local fire districts in gathering resources, evaluating wildfire risk, describing local capabilities, and identifying strategies and actions to reduce overall vulnerability to wildfire events. Fire districts that participate in the plan will be eligible to apply for federal and state cost-share funds for vegetative fuels reduction and other hazard mitigation strategies.

During this meeting, we will primarily discuss potential fuel projects and actions to address wildfire risk. We will also discuss fire district capabilities, goals and objectives, and the final WUI map. This meeting can be attended in person or virtually online.

*Community Wildfire Protection Plan Meeting*

Tuesday, February 18<sup>th</sup> from 10:00 am-Noon

Location: Ridgway Town Hall, 201 N Railroad St, Ridgway, CO 81432

Or join online at <https://us02web.zoom.us/j/81645821656>.



### **CHANGES AHEAD FOR BUSTANG OURTIDER'S WESTERN SLOPE ROUTES**

The Colorado Department of Transportation's Bustang Outrider is updating its service schedule in February, including initiating a second daily round trip on its Crested Butte to Denver route. Adding another trip will provide passengers with another option on Outrider's busiest route.

Beginning February 1, 2025 the Crested Butte to Denver schedule is as follows:

- **Eastbound**  
Departs Crested Butte at 5:15 a.m. Arrives Denver Union Station at 11:10 a.m.  
Departs Crested Butte at 1:15 p.m. Arrives Denver Union Station at 7 p.m.
- **Westbound**  
Departs Denver Union Station at 6:30 a.m. Arrives Crested Butte at 12:30 p.m.  
Departs Denver Union Station at 1:45 p.m. Arrives Crested Butte at 7:35 p.m.

**Another service change is the discontinuation of the Telluride—Grand Junction route due to low passenger usage. However, daily service continues along the same route via the Durango—Grand Junction line, which stops in the same cities and towns previously served by the Telluride—Grand Junction route.**

**Additionally, the San Miguel Authority for Regional Transportation is starting new transit service between Montrose and Telluride on February 17, 2025. SMART will be providing information on specific stops in the near future. The route will run Monday thru Friday.**

For more information about these upcoming changes or other Bustang and Bustang Outrider routes, please visit [www.ridebustang.org](http://www.ridebustang.org).

### **COLORADO MUNICIPAL LEAGUE LEGISLATIVE PRIORITIES**

The Colorado Municipal League (CML) is advocating for policies that directly impact local governments and address affordability, sustainability, taxation, and criminal justice. Recognizing the challenges ahead, CML has outlined the following legislative priorities:

#### **HOUSING**

- **Support:** State incentives for affordable housing development and strategic planning assistance.
- Reforms to construction defects litigation to increase housing availability.
- **Oppose:** State preemption of local zoning and land-use authority and interference with home rule powers.



### CRIMINAL JUSTICE

- **Support:** Tools to address repeat offenders and ensure access to counsel for those facing jail sentences.
- **Oppose:** Mandates on police and court operations, expanded liability caps, and requirements aligning municipal sentencing with state court limits.

### ECONOMIC DEVELOPMENT

- **Support:** Intergovernmental cooperation on land use and policies promoting development within existing municipalities.
- **Oppose:** Restrictions on municipal annexation authority and the creation of new municipalities in service areas of existing ones.

### TAXATION

- **Support:** Extending excise taxing authority to statutory municipalities and voter-approved vacancy taxes to address funding needs.

### TRANSPORTATION

- **Support:** State investment in transportation infrastructure and improvements to public transit systems.
- **Oppose:** Diversions from the Highway Users Tax Fund and preemption of municipal authority over local transportation planning.

### UNFUNDED MANDATES

- **Oppose:** Statutes that impose additional fiscal burdens on municipalities without adequate funding, violating the state's unfunded mandate statute and TABOR provisions.

### STATE BUDGET

- **Monitor:** JBC's recommendations to ensure local funding is preserved and fiscal burdens are not shifted to municipalities.
- **Oppose:** Sweeping severance tax revenues into the state's general fund, threatening critical local services.

### MUNICIPAL LIABILITY

- **Oppose:** Expanding liability for municipalities through increased private rights of action, removal of damage caps, or changes to remedies provisions.

As the session progresses, CML will actively engage with legislators, provide testimony on key bills, and advocate for policies that strengthen local governance and enhance community well-being. Visit [cml.org](http://cml.org) to review all of [CML's 2025 Legislative Priorities](#).



## **RED MOUNTAIN ELECTRICAL RELIABILITY AND BROADBAND IMPROVEMENT PROJECT**

From Alex Shelley, SMPA Communications Executive:

As spring approaches, we anticipate favorable conditions for infrastructure maintenance on Red Mountain Pass. Last year, project phase 2, which was the re-construction of 4.5 miles of 44kV transmission line between the Idarado and Red Mountain electrical substations was completed. All original line / structures in this section were replaced with new, environmentally-tailored structures that are fewer in number. Thanks to PAR Electric and ESC Engineering for the work, and thank you—community stakeholders—for your partnership.

This coming spring, we are planning the reconstruction of the Red Mountain line from the Red Mountain substation to the Alpine Loop turnoff (South of Ruby Walls). This work will probably affect travel on Highway 550. There will likely be a need for traffic holds in early summer and tentative block closures in early fall, pending permit requirements.

The dates of this work remain subject to Colorado Department of Transportation (CDOT) approval, weather conditions, and emergencies. CDOT has not yet issued a permit, so the schedule is not yet set.

One major consideration is the tourist season and economic activity for communities connected by Highway 550. In the past, community stakeholders have expressed desire for the completion of full closures before Memorial Day (May 30) to minimize impacts on tourism and economic activity. As we progress with permitting talks, this remains a high priority.

Public and stakeholder communications about this work are also critical. We intend to follow this communication with updates as we progress in the planning process. When it comes time for public communications, SMPA will invite collaboration with Public Information Officers and local outlets to inform the public. We understand the importance of notifying stakeholders at least two weeks in advance of any closures and will share finalized dates once approved by CDOT.

It is important to remember the overriding purpose behind the temporary impacts of this work. The Red Mountain electrical transmission power line has reached its functional end-of-life and needs to be re-built in order to continue to serve as backup power source for consumers in the communities of Ouray County. A new line, engineered with current technologies and design practices will be safer and more practical to maintain in the difficult mountain terrain.

Additionally, the new structures are being strung with fiber optic cable, expanding the local fiber optic network and creating new options and pathways for local broadband expansion.

If you have any questions or feedback, please reply to this email or call me at 970-209-5593.



More information about the Red Mountain Electrical Reliability and Broadband Improvement Project is here. <https://www.smpa.com/red-mountain-electrical-reliability-and-broadband-improvement-project>

Together, we can build a safer and more resilient system for our members and communities.

### **OURAY COUNTY ALERTS**

Ouray County Alerts is used to communicate critical public safety topics including evacuations, wildfire, flooding, and other emergency notifications. All residents, visitors, and family members living in Ouray County are encouraged to sign up for alerts. You can register through the [registration portal](#).

During the registration process, you can choose the types of alerts you receive and how to receive them, including landline phone, cell phone, text/SMS message, and email. Please be sure to enter your physical address so that you will receive geo-targeted (location based) messages. If you do not enter a physical address, you risk missing critical messages.



### **PLANNING UPDATE**

From Angie Kemp, Senior Planner:

#### **Ouray County Master Plan**

On January 8<sup>th</sup> the Ouray County Planning Commission formally approved the revised 2025 Ouray County Master Plan. The Master Plan document is now going through final proofing and formatting by County staff and their consultant, KLJ Engineering. Once the document is complete and the final hearing minutes and resolution have been signed, the revised Plan will be posted and made available to the public. Project website: <https://klj.mysocialpinpoint.com/ouray-co>

#### **Short Term Rentals**

At the January 7<sup>th</sup> meeting of the Planning Commission, the administration of licenses for Short-term rentals and enforcement of unlicensed short-term rentals was discussed alongside proposed updates to the Ridgway Municipal Code Sections 7-4-6 (N) and 8-4 regarding short-term rental regulations and licensing. Subsequent research found that all of the active listings for Short-term rental within the Town of Ridgway were licensed. This review considered all listings on the known rental sites; Airbnb, VRBO, Hometogo, Evolve Rentals, and Vacation Rental Collective. The Town is working on reminding Short-term rental license holders that License numbers must be prominently displayed in any advertisement of the rental unit, which will make monitoring the listings more efficient for the Town.



### **UPCOMING MEETINGS AND EVENTS**

- **Youth Advisory Council Meeting** – February 5, 2025 at 3:30 p.m. at Town Hall
- **Town Council Regular Meeting** – February 12, 2025 at 5:30 p.m. in-person at Town Hall and virtually via Zoom
- **FUSE Creative Main Street Committee Meeting** – February 18, 2025 at 5:30 p.m. in the Decker Community Room and virtually via Zoom
- **Planning Commission Meeting** – February 19, 2025 at 5:30 p.m. at Town Hall and virtually via Zoom
- **Sustainability Advisory Board Meeting** – March 4, 2025 at 5:00 p.m. in-person at Town Hall and virtually via Zoom
- **Town Council Regular Meeting** – March 12, 2025 at 5:30 p.m. in-person at Town Hall and virtually via Zoom

### **JOKE OF THE DAY**

My wife is mad at me because she said I never buy her flowers.

I honestly didn't even know she sold flowers.