

Ridgway Town Council Regular Meeting Agenda Wednesday, June 12, 2024

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

Join Zoom Meeting

<https://us02web.zoom.us/j/81943118089?pwd=VVMyQTgwb24yTDBESzRlZrY0dQU09>

Meeting ID: 819 4311 8089

Passcode: 283965

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 pursuant to Colorado Revised Statutes 24-6-402(4)(b) for the purpose of receiving legal advice on specific legal questions regarding the possible purchase and/or condemnation of 539 Marion Overlook, Ridgway, CO.

6:00 p.m.

ADDITIONS & DELETIONS TO THE AGENDA

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

1. Minutes of the Regular Meeting of May 8, 2024.
2. Minutes of the Workforce and Affordable Housing Committee for May 8, 2024.
3. Register of Demands for June 2024.
4. Renew restaurant liquor license for El Agave Azul.
5. Renewal of tavern liquor license for Sherbino Theater.
6. Renewal of tavern liquor license for The Million Roadhouse.

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

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

7. Request to block Clinton Street, from Laura to Cora Streets, for a Celebration of Life of Patrick O'Leary on September 12, 2024, which will be based out of the Sherbino Theater - Martha O'Leary.
8. Proclamation recognizing Ouray Mountain Rescue Team's 50th Anniversary - Jenny Hart, Ouray Mountain Rescue Team.
9. Proclamation declaring June as Immigrant Heritage Month - Loren Knobbe, Tri-County Health Network.
10. Proclamation declaring June as Dark Sky Month - Val Szwarc, Ridgway Ouray Community Council Dark Sky Committee.
11. Introduction of new Deputy Marshal, Brannon Hasler - Town Marshal.

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

12. Application for Restaurant Liquor License; Applicant: Fuego Hospitality Company LLC; Sole Member: Martha O'Leary; DBA: The Hearth; Location: 185 N. Lena Street - Town Clerk.
13. Extension request to meet conditions of approval of River Park Ridgway Business Park Filing 3 Preliminary Plat; Location: River Park Ridgway Business Park Filing 1, Replat of Blocks 2, 8 and Alley "A", Outlot PC/3-R2; Address: TBD; Zone: Light Industrial (LI); Owner: Ridgway Triangle LLC - Town Manager.
14. Emergency Ordinance No. 01-2024 Amending the Franchise Granted to San Miguel Power Association, Inc., to Operate an Electric Power Utility within the Town of Ridgway - Town Attorney.

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

15. Revocable Permit for use of public right-of-way, through use of sidewalk for service of alcoholic beverages, adjacent to The Hearth Restaurant at 185 N. Lena Street - Town Clerk.
16. Revocable Permit for use of public right-of-way, through use of sidewalk for service of alcoholic beverages, adjacent to The Kismet Café at 618 Clinton Street - Town Clerk.
17. Modification of liquor licensed premises for a Communal Outdoor Dining Area; Colorado Boy Pub and Brewery and Sherbino Theater; 602 and 604 Clinton Street - Town Clerk.
18. Approval for use of rights-of-ways for annual *Rally Thru The Alley* event on September 29th between 9:00 am and 2:00 pm - Town Clerk.
19. Review and action on *Second Amendment to Development Agreement* between Lena Commons, LLC and the Town of Ridgway - Town Attorney.
20. Review and action on *Third Amendment to Memorandum of Understanding* between Ouray County and the Town of Ridgway concerning annexation of Ouray County's property located at 111 Mall Road - Town Manager.

21. Consideration of Award of Bid for the Ridgway Athletic Park Parking Lot Project - Town Manager.
22. Consideration of Award of Bid for the Ridgway Space to Create Resilience Hub Microgrid Project - Town Manager.
23. Action on request for authorization of Mayor Clark to execute an Easement Agreement between the Town of Ridgway and Artspace Ridgway Limited Partnership for the installation of the Ridgway Space to Create Resilience Hub Microgrid Project - Town Attorney.
24. Update, discussion and possible direction regarding the process of vacating public right-of-way - Town Attorney.
25. Ratification of letter of support for the Ridgway Chamber of Commerce's application to the Destination Blueprint Program through the Colorado Tourism Office - Mayor Clark.

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

26. Town Manager's Report.

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

Committees & Commissions:

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

Board Appointments:

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

Liaisons:

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

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, July 3, 2024 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
MAY 8, 2024

CALL TO ORDER

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

The Mayor called the meeting to order at 5:45 p.m. The Council was present in its entirety with Councilors Grambley, Kroger, Lakin, Schuyler, Scoville, Mayor Pro Tem Meyer and Mayor Clark in attendance.

CONSENT AGENDA

1. Minutes of Regular Meeting of April 10, 2024.
2. Register of Demands for May 2024.
3. Renew liquor store license for Ridgway Liquors.
4. Renew brew pub liquor license for The Colorado Boy Pub & Brewery.

ACTION:

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

PUBLIC COMMENTS

Tom McKenney encouraged addressing the Town's public lands, and noted he would be back in a few weeks to further discuss the idea. He suggested the proposed solar array be placed around San Miguel Power Association property and not placed in parks.

PUBLIC PRESENTATIONS

5. Presentation regarding "True Grit Sister City" partnership between the Town and Fort Smith, Arkansas

Tommy Shay, volunteer representative of the City of Fort Smith Arkansas, addressed the Council on behalf of the volunteers in Fort Smith who are dedicated to promote the heritage of the book and movie, True Grit. He explained the city has created the 'True Grit Trail' and since the movie was filmed in and around Ridgway, invited the Town to become a sister city.

There was discussion between the Council and the representatives, and consensus of the Council was to accept the concepts as presented.

6. Request for use and closure of public streets and rights-of-ways for Annual Fete De La Musique event on June 30

The Mayor stepped down due a conflict of interest, and turned the gavel over to the Mayor Pro Tem.

The Town Clerk presented a request for use of public streets and rights-of-ways for the annual Fete de la Musique to be held on June 30th. She noted the areas being requested are the same as in previous years and include street closures on Clinton and Core Streets, and use of Hartwell Park.

ACTION:

Councilor Kroger moved with Councilor Schuyler seconding, to approve the Fete de la Musique use of public rights-of-ways on June 30th. The motion carried unanimously on a roll call vote.

The Mayor returned to sit with the Council.

7. Request to hold a special event in the Athletic Park for the annual pickleball tournament

Clark Gilbert with the Ridgway Pickleball Club requested use of facilities in the Athletic Park on September 20, 21 and 22 for the annual 'San Juan Slam' pickleball tournament. He noted there were 150 participants and 100 visitors at last years event. This years events will include an additional day, and also be held on Friday.

There were comments from the Council.

ACTION:

Moved by Councilor Lakin to approve the special event permit application for the San Juan Slam pickleball tournament with the addition of all day on Friday. Councilor Kroger seconded and the motion carried unanimously on a roll call vote.

8. Proclamation Supporting the Fourth Annual Ouray County Pride Celebration

Mayor Clark asked the Council to adopt a proclamation supporting the annual Ouray County Pride Celebration.

Speaking from the audience members of the Ouray County Pride Committee thanked the Council for support and requested raising a flag at the annual Pride event.

ACTION:

Councilmember Schuyler moved, Councilor Kroger seconded, to approve the Proclamation Supporting the Fourth Annual Ouray County Pride Celebration. The motion was unanimously carried on a roll call vote.

9. Proclamation Declaring May 2024 as Mental Health Awareness Month

Lauren with Tri-County Health Network requested the Council show support of the educational programs available to assist in mental health awareness. The Mayor asked the Council to adopt a proclamation supporting Mental Health Awareness Month.

ACTION:

Mayor Pro Tem Meyer moved, with Councilor Grambley seconding to approve the Proclamation Declaring May 2024 as Mental Health Awareness Month. The motion carried on a roll call vote.

PUBLIC HEARINGS

10. Application for transfer of Restaurant Liquor License for Taco Del Gnar

Staff Report from the Town Clerk dated 4-5-24 presenting an application to transfer the restaurant liquor license for Taco Del Gnar.

The Town Clerk explained transfer of the restaurant liquor license for Taco Del Gnar is being made by applicant GNARLY Foods, Inc. with members Joseph Ouellette, Nicole Ouellette, William Harmsen and Amy Harmsen. The business is located at 630 Sherman St. Unit N. The applicant leases the premises, which will be licensed to include the building and patio area to the north side of the building. The application has been filed as a concurrent review with State Liquor Enforcement, she noted.

ACTION:

Moved by Mayor Pro Tem Meyer to approve the application to transfer the Restaurant Liquor License for Taco Del Gnar; applicant GNARLY Foods, inc. Members: Joseph Ouellette, Nicole Ouellette, William Harmsen and Amy Harmsen. The motion was seconded by Councilmember Kroger and carried on a roll call vote.

POLICY MATTERS

11. Intergovernmental Agreement between the Town, City of Ouray and Ouray County for Shared Victim Advocate Services

Staff Report dated 5-2-24 from the Town Manager presenting an Intergovernmental agreement for share victim advocate services.

Town Manager Neill presented the annual agreement with the City of Ouray and County of Ouray for shared victim advocate services. This years annual contribution is slated to be \$3,981.

ACTION:

It was moved by Mayor Pro Tem Meyer, seconded by Councilmember Kroger and unanimously carried on a roll call vote to approve the Intergovernmental Agreement between the Town of Ridgway, the City of Ouray and Ouray County for Shared Victim Advocate Services. The motion carried unanimously on a roll call vote.

12. Letter of support for EcoAction Partners application to the Colorado Energy Office Energy Code Adoption & Enforcement Grant Program

The Town Manager presented a proposed letter from Eco Action Partners for the Town to express support for the Colorado Energy Office Energy Code Adoption and Enforcement Grant Program application. The purpose of the grant program is to develop a regional energy code across San Miguel, Ouray and San Juan Counties.

ACTION:

Councilmember Schuyler moved to authorize the Mayor to sign the letter in support of the Eco Action Partners application. Councilor Grambley seconded the motion which carried unanimously on a roll call vote.

13. Direction regarding the process of vacating public rights-of-ways

Memorandum from the Town Attorney dated 5-3-24 presenting code sections pertinent to the vacation of streets, alleys, rights-of-ways, easements or other Town owned property.

Attorney Nerlin explained the Strategic Plan includes researching the process to vacate the platted right-of-way in the 900 and 1000 blocks of Charles Street, between North Charlotte and North Amelia. If improved as a Town Street, the right-of-way would be an extension of Elizabeth Street. He asked if the Council had a desire to pursue a process to vacate the area as a Town street.

There were comments by the Council and discussion ensued.

Staff was directed to research how other communities have processed similar vacations, and prepare a proposed process for further discussion at another meeting.

14. Colorado WaterWise public education campaign on water conservation and water quality

Staff Report from the Town Manager dated 5-2-24 regarding joining the Colorado WaterWise's statewide *Live Like You Love It* public education campaign on water conservation and water quality.

The Town Manager explained one of the goals identified in the Town's 'Growing Water Smart Action Plan' is to inform the community with a media/education campaign. Joining the Colorado WaterWise would give the Town access to numerous materials including fact sheets, ads, banner, etc. along with a guide to assist with the conservation campaign, he noted. Annual membership fee would be \$650.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilmember Grambley to join the Colorado WaterWise and become a campaign partner of the Colorado Water - *Live Like you Love It* educational campaign. The motion carried unanimously on a roll call vote.

15. Annual presentation from the Ridgway Youth Advisory Council

Members of the 2023-2024 Youth Advisory Council Riley Burr, Keira DeLuccio, Hannah Freed, Lauren Mahlin and Patrick Megahee addressed the Council and presented highlights of the year, and provided 'key take aways' from their time on the Council.

There was discussion between the Town Council and Youth Council members.

16. Annual Town Council Scholarship to a senior at Ridgway Secondary School

Mayor Clark announced the annual student scholarship will be awarded to high school senior Hannah Freed.

MISCELLANEOUS REPORTS

Manager Neill highlighted some items contained in the monthly Managers Report.

Council Grambley suggested a campaign to draw awareness of speed limits on residential streets. There was discussion by the Council.

Owners of a local business expressed concerns with lack of affordable housing for employees.

Councilor Schuyler reported on the Sustainability Advisory Committee.

Councilor Lakin reported on CC4C2.

ADJOURNMENT

The meeting adjourned at 8:00 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

MINUTES

WORKFORCE AND AFFORDABLE HOUSING COMMITTEE

MAY 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 and Terry Schuyler.

1. Resolution Adopting a Policy Addendum for Solar System Costs

Ross Valdez, with Impact Development Services, acting as the third party administrator of the affordable housing for Ridgway Wetterhorn Homes, presented a memorandum dated 4-11-24.

Mr. Valdez explained the housing units in the Wetterhorn housing development included pre-installed photovoltaic rooftop solar systems. The system cost of \$13,000 was in addition to the original base sales price of the home, and either paid by the buyer at the time of purchase or financed through the Colorado Clean Energy Fund. He explained the deed restrictions contain a maximum resale for sales price and capital improvements, but there is not an opt-out provision to install the solar system. He recommended adoption of policy providing consistency for sellers on solar system costs and presented a proposed policy with costs under the deed restriction guidelines and in the maximum sales price.

There were questions from the Committee.

ACTION:

Terry Schuyler moved to adopt Resolution 24-01 of the Ridgway Workforce and Affordable Housing Committee of Ridgway, Colorado, Approving Adoption of a Policy Addendum Solar System Costs 2024-01 to Use in the Administration of Rural Homes: For Sale, for Locals Affordable Housing Regulations and Guidelines Ridgway Wetterhorn Homes. The motion was seconded by Russ Meyer and the vote passed unanimously.

2. Update regarding housing units and compliance

Jim Kolnick reported all units are occupied except one home, which is currently for sale. A two year update from the homeowners will be conducted in the fall of 2024, and compliance requirement updates will be presented to the committee.

ADJOURNMENT

The meeting adjourned at 5:45 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
June 2024

Name	Memo	Account	Paid Amount
Kellie Day		Alpine-Operating Account	
	reimb - S2C - drop cloths	778PO1 · Space to Create Meeting Room	-143.65
TOTAL			-143.65
Consolidated Consulting Servi...		Alpine-Operating Account	
	T/Engineer parking lot	CP2300 · Parking Lot	-2,795.00
	drawins & loan app.	CP2200 · Design & Engineering	-11,011.00
	Apr & May 2024	614GO2 · Consulting/ContractualServices	-2,623.00
	May 2024	914SOO · Consulting & Engineering Servs	-1,376.00
	T/Engineer - April & May 2024	914WOO · Consulting & Engineering Ser...	-602.00
TOTAL			-18,407.00
Fishbone Graphics & Screen Pr...		Alpine-Operating Account	
	t.shirts	781POO · Events & Festivals	-1,136.25
TOTAL			-1,136.25
IronEdge Group		Alpine-Operating Account	
		556GOO · IT Services	-1,567.86
		615GO2 · IT Services	-9.50
		729POO · IT	-31.00
		820GO3 · IT Services	-1,290.88
		917WOO · IT Services	-811.88
		917SOO · IT Services	-811.88
TOTAL			-4,523.00
Lexipol LLC		Alpine-Operating Account	
	Lexipol - policy manual	819GO3 · Contractual Services	-5,191.75
TOTAL			-5,191.75
Verizon Wireless		Alpine-Operating Account	
		741POO · Telephone	-60.99
		943SOO · Telephone	-135.59
		943WOO · Telephone	-112.78
		843GO3 · Telephone	-131.79
		532GOO · Creative/Main Street Progam	-40.66
		543GOO · Telephone	-91.32
		643GO2 · Telephone	-60.99
		522GOO · Dues & Memberships	7.66
		952SOO · GIS Mapping - sewer	7.67
		952WOO · GIS Mapping - water	-32.34
		830GO3 · Computer	-200.05
TOTAL			-851.18
Federal Express		Alpine-Operating Account	
		990WOO · Testing - water	-170.04
TOTAL			-170.04

Town of Ridgway
Register of Demands
 June 2024

Name	Memo	Account	Paid Amount
Pureline Treatment Systems		Alpine-Operating Account	
	May 2024	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00
Artspace Projects Inc.		Alpine-Operating Account	
	mngmnt & cleaning - Apr 2024	778PO1 · Space to Create Meeting Room	-338.47
TOTAL			-338.47
Hartman Brothers Inc		Alpine-Operating Account	
	May 2024	661GO2 · Vehicle & Equip Maint & Repair	-8.48
	May 2024	961SOO · Vehicle & Equip Maint & Repair	-8.47
	May 2024	961WOO · Vehicle & Equip Maint & Repair	-8.47
TOTAL			-25.42
Black Hills Energy-Broadband		Alpine-Operating Account	
	4/23/24-5/23/24	783PO1 · Broadband Station	-15.01
TOTAL			-15.01
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
	4/23/24-5/23/24	742POO · Utilities	-36.12
TOTAL			-36.12
Black Hills Energy-Lift Station		Alpine-Operating Account	
	4/23/24-5/23/24	942SOO · Utilities	-24.93
TOTAL			-24.93
Black Hills Energy-PW Building		Alpine-Operating Account	
	4/23/24-5/23/24	742POO · Utilities	-25.59
	4/23/24-5/23/24	642GO2 · Utilities	-25.59
	4/23/24-5/23/24	942SOO · Utilities	-25.59
	4/23/24-5/23/24	942WOO · Utilities	-25.59
TOTAL			-102.36
Black Hills Energy-PW Office		Alpine-Operating Account	
	4/23/24-5/23/24	642GO2 · Utilities	-15.77
	4/23/24-5/23/24	942SOO · Utilities	-15.77
	4/23/24-5/23/24	942WOO · Utilities	-15.78
TOTAL			-47.32

Town of Ridgway
Register of Demands
June 2024

Name	Memo	Account	Paid Amount
Black Hills Energy-Town Hall		Alpine-Operating Account	
	4/23/24-5/23/24	742PO1 · Utilities - comm cntr/town hall	-33.80
	4/23/24-5/23/24	842GO3 · Utilities	-33.80
	4/23/24-5/23/24	542GOO · Utilities	-33.80
TOTAL			-101.40
Montrose Ford-Nissan Inc		Alpine-Operating Account	
	oil change - Tahoe	861GO3 · Vehicle Maintenance & Repair	-92.42
TOTAL			-92.42
Dana Kepner Company Inc		Alpine-Operating Account	
	MXU (70)	988WOO · Taps & Meters	-17,105.32
TOTAL			-17,105.32
San Miguel Power Assoc, Inc.		Alpine-Operating Account	
		542GOO · Utilities	-79.26
		595GOO · Electric Vehicle Charge Station	-319.85
		783PO1 · Broadband Station	-239.49
		638GO2 · Street Lighting	-363.68
		642GO2 · Utilities	-56.95
		742POO · Utilities	-116.32
		742PO1 · Utilities - comm cntr/town hall	-79.26
		842GO3 · Utilities	-79.26
		942SOO · Utilities	-4,495.51
		942WOO · Utilities	-810.37
TOTAL			-6,639.95
Montrose Water Factory, LLC		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-24.25
		732POO · Supplies & Materials	-24.25
		932SOO · Supplies & Materials	-24.25
		932WOO · Supplies & Materials	-24.25
TOTAL			-97.00

AGENDA ITEM #7

AGENDA ITEM #8



TOWN OF RIDGWAY, COLORADO OFFICIAL PROCLAMATION

A Proclamation Recognizing the 50th Anniversary of the Ouray Mountain Rescue Team

WHEREAS, in 1974 a group of Ouray County volunteers organized to meet a need of assisting people in the backcountry and formed the Ouray Mountain Rescue Team (“OMRT”); and

WHEREAS, Ouray County and the San Juan Mountain region has greatly benefitted from the establishment of OMRT; and

WHEREAS, the safety and well-being of our community members and visitors are of paramount importance; and

WHEREAS, the rugged and often unpredictable terrain of our region presents challenges and hazards to those who venture into them; and

WHEREAS, the selfless dedication and tireless efforts of volunteer members of OMRT have saved countless lives and provided vital assistance to those in distress in the San Juan mountains; and

WHEREAS, OMRT members exemplify the spirit of compassion, bravery, and community service by willingly putting themselves in harm’s way to aid others in need; and

WHEREAS, the commitment of OMRT to training, preparedness and collaboration with other first responders and emergency service agencies enhances the effectiveness and efficiency of rescue operations, ensuring the best possible outcomes for those in peril; and

WHEREAS, OMRT averages thirty rescues annually, ranging from incidents involving ice and rock climbing, hiking, via ferrata, off-road vehicle vehicles, canyoning, horseback riding, snowshoeing, skiing, vehicle accidents, lost hunters and hikers, and more; and

WHEREAS, OMRT volunteers respond to missions that can take anywhere from a few hours to multi-day missions, often leaving jobs and families to voluntarily respond to calls; and

WHEREAS, OMRT volunteers dedicate approximately 2,000 hours of their time to training each year.



NOW THEREFORE, BE IT PROCLAIMED by the Ridgway Town Council that:

1. The Town of Ridgway expresses our deepest gratitude and unwavering support for the invaluable contributions of the Ouray Mountain Rescue Team by recognizing the *50th Anniversary of the Ouray Mountain Rescue Team*.
2. The Ridgway Town Council urges all residents and visitors to recognize the vital role these volunteers play in our community by extending support through donations, encouragement and volunteerism where possible. Together we can honor their commitment by promoting safety awareness, responsible recreation practices, and mutual aid in times of crisis.

PROCLAIMED THIS 12th day of June 2024.

TOWN OF RIDGWAY

BY:

ATTEST:

John I. Clark, Mayor

Pam Kraft, Town Clerk

AGENDA ITEM #9



TOWN OF RIDGWAY, COLORADO OFFICIAL PROCLAMATION

A Proclamation Declaring June 2024 as Immigrant Heritage Month

WHEREAS, regardless of their immigration status, every human being has an inherent birthright to safety, food, and shelter; and

WHEREAS, we join people around the globe in commemorating World Refugee Day, a day when we recognize, honor, and uplift the strength, courage, and humanity of millions forced to flee violence, persecution, and war; and

WHEREAS, the Ridgway Town Council honors the dignity of all town residents, regardless of nationality, and recognizes the importance of their many contributions to the social, cultural, and economic life of the town; and

WHEREAS, discrimination and racism have profound impacts on immigrant communities, leading to trauma, exploitation, and fear; and

WHEREAS, dehumanization and objectification perpetuate harm and marginalization; and

WHEREAS, during National Immigrant Heritage Month, we recognize and celebrate the history and achievements of immigrant communities throughout the nation and within our local community; and

WHEREAS, immigrants have been tireless leaders not only in securing their own rights and access to equal opportunity, but have also campaigned to create a fairer and more just society for all Americans; and

WHEREAS, immigration enhances the Town of Ridgway's cultural diversity, adding a variety of abilities, perspectives, languages, customs, traditions, values, and cuisines that benefit the residents of our town.

NOW THEREFORE, the Ridgway Town Council proclaims June 2024 as Immigrant Heritage Month in Ridgway, Colorado, and calls this observance to the attention of all our citizens to encourage them to learn more about the social and economic impact of immigrants to our community and state.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the Town of Ridgway this 12th day of June 2024.

BY:

ATTEST:

John I. Clark, Mayor

Pam Kraft, Town Clerk

AGENDA ITEM #10



TOWN OF RIDGWAY, COLORADO OFFICIAL PROCLAMATION

Proclaiming the month of June 2024 as “DARK SKY MONTH”

WHEREAS, the aesthetic beauty and wonder of natural dark skies at night are inherent to the character and allure of the state of Colorado; and

WHEREAS, exposure to artificial light at night has been scientifically linked to negative effects on the health and well-being of virtually all life studied – while natural dark skies at night have been scientifically linked to positive health effects; and

WHEREAS, using responsible outdoor lighting is an easy and effective way to cut out wasted energy use, complementing Colorado’s leadership in pollution reduction and climate-smart action; and

WHEREAS, dark sky tourism – with an emphasis on responsible use of the night – is an emerging trend in Destination Stewardship and helps communities preserve ecosystems, boost sustainable tourism, and protect Colorado’s beautiful night skies; and

WHEREAS, increasing numbers of Colorado residents recognize Colorado’s nighttime environment as both a natural and cultural resource that provides economic, ecological, cultural and societal benefits; and

WHEREAS, restoring the natural night is best accomplished by turning off outdoor lights at night and by only using lighting that 1) has a clear purpose, 2) is shielded and directed only to where needed, 3) is no brighter than necessary, 4) is used only when needed, and 5) consists of warmer color lights; and

WHEREAS, Colorado residents can enjoy the night and protect it at the same time, leveraging our view of the heavens for economic and environmental sustainability while combating climate change, improving human and ecosystem health, and contributing to social equity; and

WHEREAS, through dark sky education, outreach practices, and policies, a connection to the natural nighttime environment, which is the shared heritage of all living things, can be reestablished for present and future generations.

NOW THEREFORE, the Ridgway Town Council proclaims the month of June 2024 as Dark Sky Month in Ridgway, Colorado.

Dated this 12th day of June 2024.

By: _____
John I. Clark, Mayor

Attest: _____
Pam Kraft, Town Clerk

AGENDA ITEM #11

AGENDA ITEM #12

STAFF REPORT

Subject: Application for Restaurant Liquor License - The Hearth
Initiated By: Pam Kraft, MMC, Town Clerk
Date: May 7, 2024

BACKGROUND:

The Town has received an application for a Restaurant Liquor License from Fuego Hospitality Company, LLC; sole member: Martha O'Leary; for the premises at 185 N. Lena Street, Units 100, 101 and 107, along with the north patio area and the sidewalk along N. Lena Street. The trade name of the business is The Hearth.

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

All requirements of license application have been met.

ANALYSIS:

The applicant owns the premises as Firehouse Investment Real Estate, LLC and will be leasing to Fuego Hospitality Company, LLC, of which she is also sole member. The licensed premises will include Units 100, 101, 107, the patio area on the north south side of the building, and the sidewalk adjacent to the restaurant facing N. Lena Street.

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

FINANCIAL CONSIDERATIONS:

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

LEGAL CONSIDERATIONS:

None.

STAFF RECOMMENDATION:

Approve the application for a Restaurant Liquor License from Fuego Hospitality Company, LLC, sole member Martha O'Leary, dba The Hearth.

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

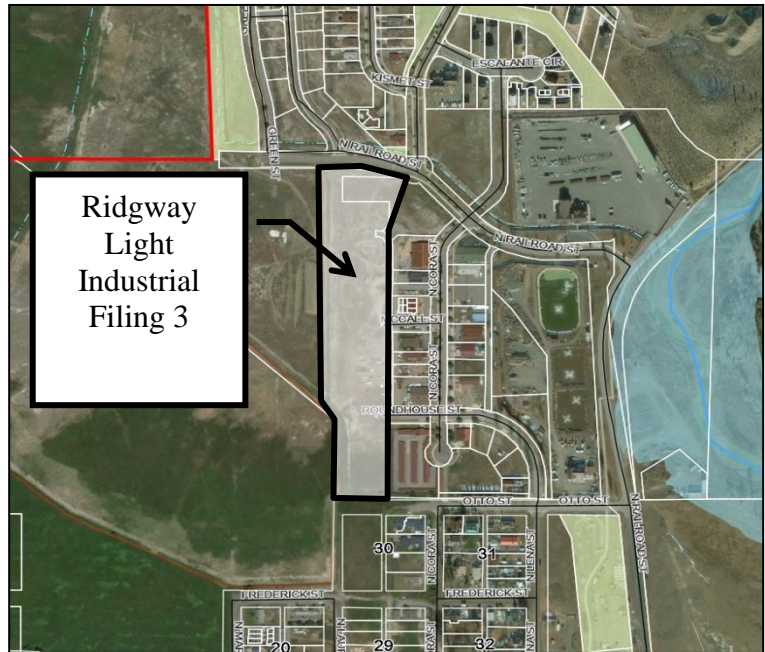
AGENDA ITEM #13



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: June 7, 2024
Agenda Topic: **Review and action on request for extension of River Park Ridgway Business Park Filing 3 Preliminary Plat**

SUMMARY:

Ridgway Triangle LLC, the applicant/owner, is requesting an extension of the approved preliminary plat for River Park Ridgway Business Park Planned Unit Development as it relates to Filing 3, planned Blocks 9-12 of the Industrial Park (Attachment 1). Staff has received a request for the extension and an application for public hearing. This same request for extension was made in 2010, 2012, 2014, 2016, 2018, 2020 and 2022. The Town Council previously determined the requisite criteria were met and granted all prior requests for a two-year time frame each time.



BACKGROUND:

The River Park Ridgway Business Park PUD (River Park PUD) comprises approximately 141 acres and is situated at the north-central area of the municipal boundary, just south of the Ridgway Secondary School. The River Park PUD consists of medium density single family housing, low-density multi-family residences, industrial/commercial properties (“business park”), open space, and a trail network.

A ‘Findings and Decision’ approving the preliminary plat for the River Park Ridgway Business Park PUD was issued by the Town Council on February 13, 2001. Since 2001, the developer has returned to the Town and received final plat approvals on Filing 1 (the existing industrial park and the majority of the residential properties) and Filing 2 (23 residential lots, primarily east of River Park Drive). The 2001 preliminary plat configuration for Filing 3 consists of Blocks 9, 10, 11 and 12 with associated roads, infrastructure, easements, etc. and has not yet been final platted (i.e., it has an approved plan but there is remaining infrastructure to be completed and it legally remains a single parcel instead of the planned Blocks/Lots).



A PUD Development Agreement for the River Park PUD was recorded on April 2, 2001 at reception number 174439 between the Town of Ridgway and a three-party Applicant/Developer Group (Ridgway River Ranches, Ridgway Light Industrial and San Miguel Power Association). Plats for Filings 1 and 2 were recorded in December 2001 and September 2005, respectively.

On November 1, 2006 the Planning Commission approved a PUD Amendment permitting the Owner/Applicant to develop “two blocks of Laura Street on the eastern half of the street only, from Frederick to Otto Streets and Otto to Roundhouse Streets, and the completion of Otto Street from Cora to Laura Streets”. Additional conditions of approval were also stated and are found in the Planning Commission minutes from 11/1/2006.

At the same hearing, the Planning Commission approved a replat of Block 8 to accommodate North Railroad Street as it was constructed. Railroad Street was altered slightly to the north at this location, and the proposed turn-around was never constructed as initially planned at preliminary plat. The revision required alteration to Tract OS-4 and the northern portion of Block 8.

On April 29, 2008, the Planning Commission approved (see Attachment 2):

1. Replat of the four blocks (#9-12) in Filing 3, which combined Blocks 9-10 to create three blocks numbered 9, 10 and 11.
2. Reconfiguration of Alley “A” to connect Roundhouse to Railroad Street (instead of Roundhouse to Laura Street via a sharp turn in the alley), which intersects Block 8, decreasing the overall size of Block 8, and increasing the size of Block 9, by adding the western portion to Block 9.

On November 14, 2018 a Replat of Block 8 and a small portion of Block 2 was approved by Town Council. This replat better aligns with the revised replat of Filing 3 but will also require a few adjustments to Filing 3. The infrastructure work to be completed as part of this replat remains incomplete but is hopefully close to wrapping up so the final plat can be recorded.

The Filing 3 properties are zoned Light Industrial per Ordinance No. 01-01 dated February 2001 and the PUD Development Agreement of April 2001. The property is also part of the Outlot P3/C as defined on the River Park PUD Filing 1 plat at Reception Number 176459 (Attachment 3).

CODE REQUIREMENTS:

The Municipal Code allows for extension of Preliminary Plat approval for good cause and allows for Council to grant additional time to meet conditions. The applicable Code sections are provided below.



7-4-5(B) Preliminary Plat

(10) Except as otherwise expressly provided by the Town Council, all conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved.

7-4-5(C) Final Plat

(1)(c) No final plat may be scheduled for a Planning Commission hearing more than two years after approval of the preliminary plat, without resubmitting the preliminary plat for review pursuant to 7-4-5(B) unless;

(i) within two years of approval of a final plat of a previous filing, or

(ii) the Town Council authorizes an extension for good cause shown, such as adverse market conditions, in conjunction with substantial progress on infrastructure and approval of a final plat of previous filings in accordance with an approved phasing plan.

STAFF ANALYSIS:

This is the eighth request for extension of a previously approved and subsequently amended preliminary development plat. Each request resulted in an extension for two years.

It's worth noting that in September 2022, the property was sold by Ridgway Light Industrial LLC to Ridgway Triangle LLC. The new property owner and development team have been working diligently to update the engineering plans and other materials necessary to proceed with infrastructure construction to meet the conditions of preliminary plat approval. The engineering plans need to be updated to reflect the Town's updated specifications and standards for infrastructure construction. The buildout/construction of N Laura St. from Otto St. to Railroad St. is expected to commence within the next few weeks.

This request for extension was submitted to the Town on May 20, 2024 and the current preliminary plat extension expires on July 8, 2024. This extension should provide an opportunity for the Ridgway Triangle LLC to complete the remaining portion of N Laura St. as it adjoins filing 3 of River Park.

The previous filings 1 and 2 for the River Park Planned Unit Development have been final platted and are largely developed at this time. It is apparent that the delay in activity on this filing 3 was previously attributed to the economic downturn as evidenced by the steep decline in building permits since 2008, and a flattening out of that downturn over the ensuing few years. Construction activity returned around 2016 and the lots in filings 1 and 2 transferred with nearly all of them built-out.

From an economic perspective, Ridgway has strived to balance land uses (i.e., residential, commercial and industrial). Due to the land being zoned Industrial and being part of a larger



development plan, it is unlikely that it would be developed much differently than the proposed preliminary plat, even if this extension was not granted.

Any approval to extend the preliminary plat should be subject to all prior conditions of approval and other requirements associated with the Planned Unit Development. Staff recommends the extension be granted, especially in light of the fact that the development team is striving to undertake the improvement soon.

ATTACHMENTS:

Attachment 1 – Land Use Application – Resubmittal of Preliminary Plat

Attachment 2 – Amended River Park PUD, Preliminary Plat, Filing 3

Attachment 3 – River Park PUD, Filing 1 (Business Park only, in-part)



APPLICATION

Official Use Only:

Receipt # _____

Date received _____

Initials _____

General Information

Applicant Name Ridgway Triangle LLC Application Date 5-20-24
Mailing Address P.O. Box 780 Ridgway
Phone Number 970-209-0195 Email _____
970 209 3405
Owner Name Charles Mueller
Phone Number 970-209-3405 Email charlese@synergistic.com
Jack@AlpineCreekHomes.com
Address of Property for Hearing N. LAURA
Zoning District 1-1-MR

Brief Description of Requested Action

Extend current preliminary PLAT
For 2 years

Action Requested and Required Fee Payable to the Town of Ridgway

Land Use Applications

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

Subdivisions

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

Signs

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

Miscellaneous Applications

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

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

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

Application Signatures

Please note that incomplete applications will be rejected.

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

Please contact staff with any questions.

Applicant Signature



Date

5-20-24

Owner Signature

Chad D. Mueller

Date

5.22.24

Town of Ridgway, Colorado Acknowledgment of Fees and Costs

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


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

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

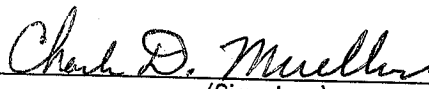
Applicant and Owner further acknowledge that unpaid fees may be certified to the Ouray County Treasurer for collection as delinquent charges against the property concerned.

Acknowledge this _____ day of _____, 20_____.

APPLICANT:

By: 
(Signature)
Jack Petrucci, authorized signer
(Print Name)

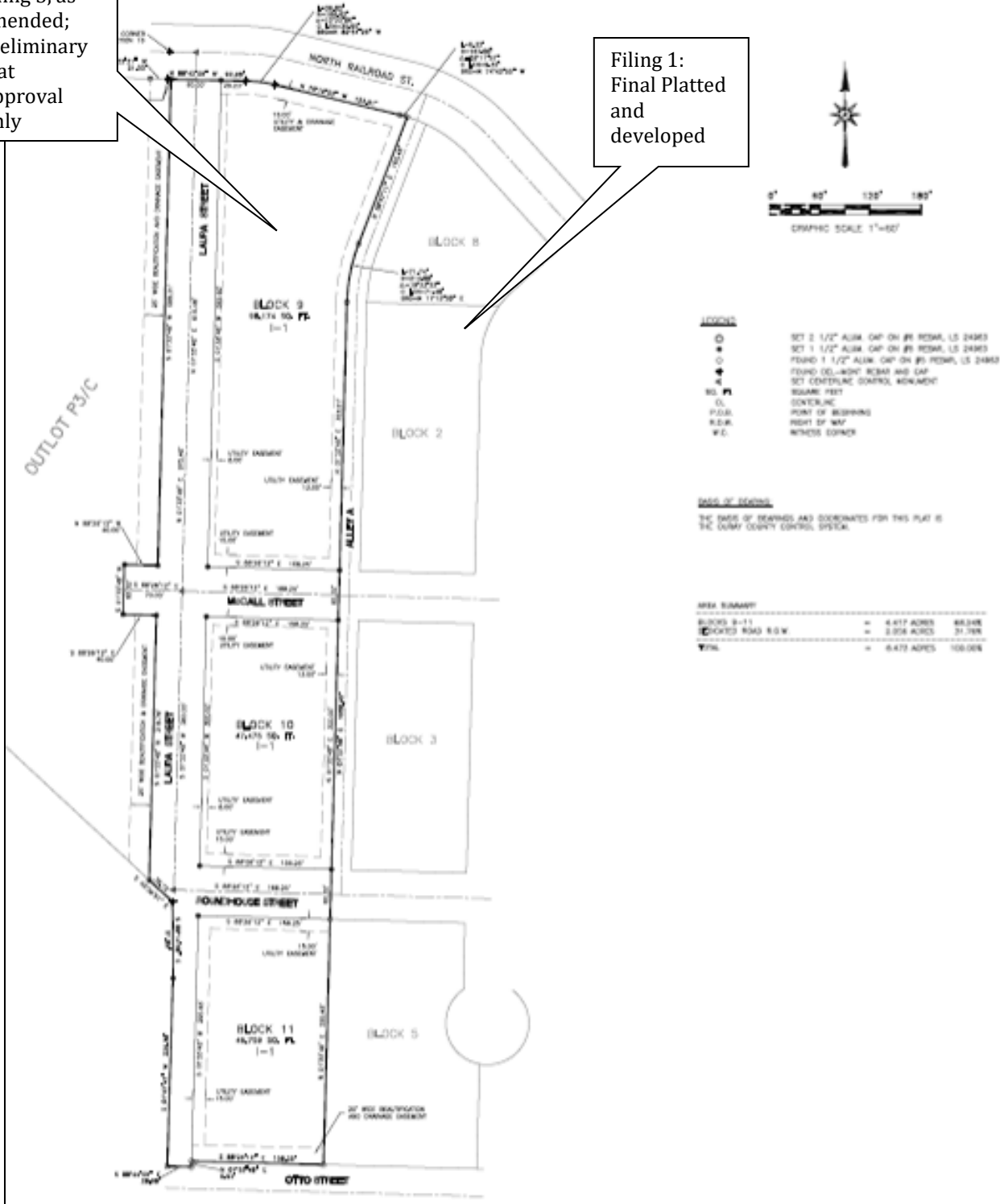
PROPERTY OWNER:

By: 
(Signature)
Charles D. Mueller, authorized signer
(Print Name)

ATTACHMENT 2: Amended River Park PUD, Preliminary Plat, Filing 3

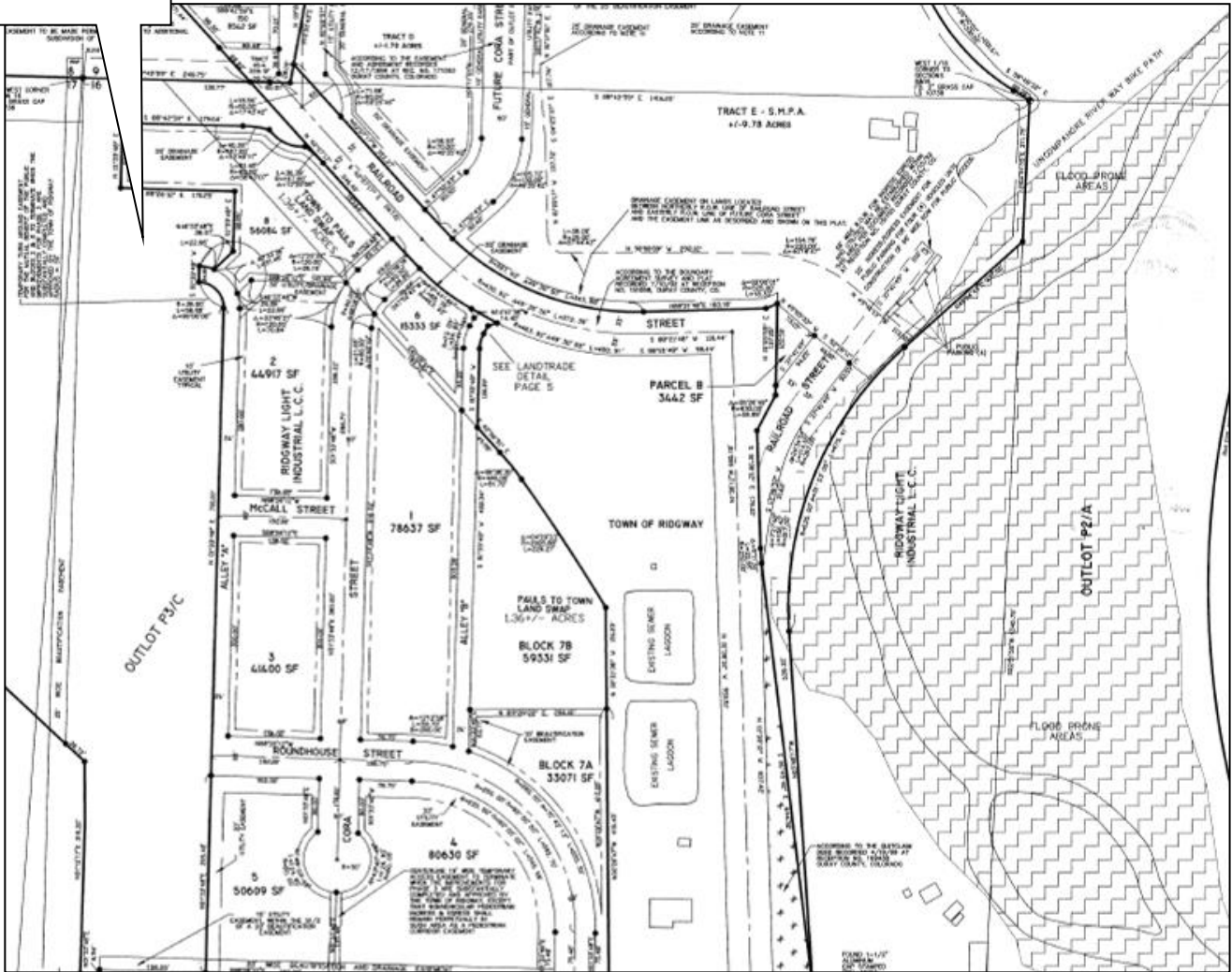
Filing 3, as amended; Preliminary Plat Approval Only

Filing 1: Final Platted and developed



ATTACHMENT 3: River Park PUD, Filing 1 (Business Park only, in-part)

Filing 3
Location



AGENDA ITEM #14

**TOWN OF RIDGWAY, COLORADO
EMERGENCY ORDINANCE NO. 01-2024**

AN EMERGENCY ORDINANCE OF THE TOWN OF RIDGWAY COLORADO, AMENDING THE FRANCHISE GRANTED TO SAN MIGUEL POWER ASSOCIATION, INC., TO OPERATE AN ELECTRIC POWER UTILITY WITHIN THE TOWN OF RIDGWAY

WHEREAS, the Town of Ridgway entered into a Franchise Agreement with the San Miguel Power Association (“SMPA”) on September 13, 2023, with the passage of Ordinance No. 2023-06 (the “Franchise Agreement”); and

WHEREAS, the Franchise Agreement contains language which limits SMPA’s ability to recover costs in the event the Town orders the relocation or undergrounding of SMPA facilities;

WHEREAS, cost recovery for SMPA is critical to the utilities ability to maintain a consistent rate structure for all of its users within its service territory; and

WHEREAS, the Town and SMPA wish to amend the Franchise Agreement to allow for SMPA to recover costs from the residences of the Town should the Town order relocation or undergrounding of SMPA facilities within the Town.

WHEREAS, The Town Council has the authority, pursuant to Article III, Section 3-8 of the Charter, to enact emergency ordinances for the preservation of the public peace, safety, or welfare upon the affirmative vote of six members of the Town Council.

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

1. **AMENDMENT OF TOWN OF RIDGWAY ORDINANCE NO. 06-2023.** The Franchise Agreement between the Town and SMPA is amended as follows:

Paragraph 8.4(G) is deleted in its entirety, and new Paragraphs 8.4(G) and (H) are added as follows:

(G) The Company may recover costs it incurs for relocation or undergrounding of facilities when the work was ordered by the Town pursuant to paragraphs 8.4(B) or 12.1(B)(3), through an increase in the franchise fee that is retained by the Company instead of being paid to the Town (“Recovery”). The Recovery shall be amortized over five years without interest, or a longer or shorter period as is appropriate to avoid increases in excess of 10% of electric bills. The Company shall consult with the Town concerning an appropriate Recovery schedule, but the final decision shall be the Company’s. When the remaining term of this Franchise is insufficient to accommodate a reasonable amortization period, collection of the surcharge shall be automatically extended to

encompass the Recovery schedule. The Company shall provide the necessary financial records to the Town to allow it to monitor such recovery. Upon receipt of an order from the Town to relocate or underground facilities, the Company shall provide a good faith estimate of the cost of such relocation or undergrounding (“Cost”). If the estimated Cost, plus the outstanding balance of any prior Recoveries, exceeds \$150,000, the Town agrees to pay the amount in excess of \$150,000. If the actual Cost causes the balance of total Recoveries to exceed \$150,000, the Town shall not be responsible for such excess, and the Recovery shall include such excess.

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

- 2. **REMAINDER OF ORDINANCE TO REMAIN IN PLACE.** Unless specifically amended herein, the remainder of Ordinance No. 06-2023 remains in place.

SECTION 2. Emergency.

Pursuant to Article III, Section 3-8 of the Charter, this Ordinance shall be effective immediately upon adoption, as it is necessary for the immediate preservation of the public health and safety of the citizens of the Town for the reasons recited herein.

SECTION 3. Public Hearing.

A public hearing on this Ordinance was held on the 12th day of June 2024, in the Town Council Chambers, 201 N. Railroad Street, Ridgway, CO 81432.

INTRODUCED, READ, HEARD AND FINALLY ADOPTED by the Town Council of the Town of Ridgway, Colorado, this 12th day of June 2024.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE MUNICIPALITY

By: _____
JOHN CLARK, Mayor

ATTEST:

PAM KRAFT, Town Clerk

Approved As To Form:

BO JAMES NERLIN, Town Attorney

AGENDA ITEM #15



REVOCABLE PERMIT Right-of-Way

The Town of Ridgway, Colorado hereby grants to Feugo Hospitality Company, LLC ("Permittee") a revocable permit to utilize the following public property:

Sidewalk directly abutting 185 N. Lena Street, Ridgway, Colorado, in front of The Hearth Restaurant, facing North Lena Street from the building face to the street, which shall include six feet of open pedestrian passage, for the purpose of placing tables and chairs to serve beverages, including alcoholic beverages pursuant to the Beer and Wine Liquor License issued by the State of Colorado Department of Revenue Liquor Enforcement Division, subject to the conditions set forth herein as follows:

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



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

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

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

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

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

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



property to wit:

Feugo Hospitality Company LLC, including successors and assigns

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

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

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

12. Total Fees are as follows:

Permit Fee: \$50.00

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

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



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

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

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

TOWN OF RIDGWAY

PERMITTEE: Feugo Hospitality Co. LLC

By _____
John Clark, Mayor

By _____
Martha O'Leary, Sole Member

AGENDA ITEM #16



REVOCABLE PERMIT Right-of-Way

The Town of Ridgway, Colorado hereby grants to Wick Coffee Co, LLC ("Permittee") a revocable permit to utilize the following public property:

Sidewalk directly abutting 618 Clinton Street, Ridgway, Colorado, in front of Kismet Café, facing Clinton Street from the building face to the street, which shall include six feet of open pedestrian passage, for the purpose of placing tables and chairs to serve beverages, including alcoholic beverages pursuant to the Beer and Wine Liquor License issued by the State of Colorado Department of Revenue Liquor Enforcement Division, subject to the conditions set forth herein as follows:

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



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

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

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

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

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

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



property to wit:

Wick Coffee Co. LLC, including successors and assigns

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

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

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

12. Total Fees are as follows:

Permit Fee: \$50.00

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

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



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

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

TOWN OF RIDGWAY

PERMITTEE: Wick Coffee Co. LLC

By _____
John Clark, Mayor

By _____
Tera Wick, Member

AGENDA ITEM #17

STAFF REPORT

Subject: Modification of Liquor Licensed Premises for a Communal Outdoor Dining Area
Initiated By: Pam Kraft, MMC, Town Clerk
Date: May 28, 2024

BACKGROUND:

The Town has received a request to modify the Brew Pub Liquor License for the Colorado Boy Pub and Brewery and the Tavern Liquor License for the Sherbino Theater, to create a Communal Outdoor Dining Area. The communal area will be located on public-right-way adjacent to the two premises, along 602 and 604 Clinton Street.

The existing licenses are held by the Colorado Boy Brewing Company Inc. and the Ridgway Chautauqua Society Inc. (dba Sherbino Theater).

ANALYSIS:

Code of Colorado Regulations 47-1103 and Colorado Revised Statutes 44-3-912 allow the creation of a Communal Outdoor Dining Area. The request is being made through modification of two existing liquor licenses for the area along the sidewalk at 602 and 604 Clinton Street. (The approvals for use of the public property have previously been granted, with the requirement of a six foot passage for pedestrians to meet ADA requirements).

State regulations allow creation of the communal outdoor area contingent upon the area being located within 1000 feet of the permanent licensed premises; each licensee submitting a modification application and fee; licensees agree to a security and control plan which includes obtaining general liability and liquor liability insurance, which include the outdoor communal area.

REQUEST:

Approve the modifications of Brew Pub Liquor License for the Colorado Boy Brewing Company Inc., existing liquor license number 28-58922-0003; and Tavern Liquor License for the Ridgway Chautauqua Society Inc., existing liquor license number 03-00060.

AGENDA ITEM #18

1K Runy Through the
Alley 2024
Sept 29th



- Aid stations are fully staffed
- Crossing guards are employed at all major alley turns and pedestrian road crossings.
- Cones and clear signage are employed throughout the course.

AGENDA ITEM #19

To: Mayor Clark, Council Members – Town of Ridgway
From: Bo James Nerlin
Re: Lena Street Commons – Extension of Vested Rights
CC: Mr. Preston Neill, Town Manager
Date: June 2, 2024

On August 19, 2019, the Town of Ridgway entered into a Development Agreement with Lena Commons, LLC, the owner and developer of real property commonly referred to as Lena Street Commons. The original development agreement with Lena Street Commons was subsequently amended on March 29, 2022. Both the original development agreement, and the amended development agreement remain in place (combined the “Development Agreement”). Prior to the Town entering into the Development Agreement, Lena Street Commons petitioned the Town Council for the issuance of statutory vested rights in June of 2018. Those rights are set to expire June 13, 2024. Lena Street Commons is requesting an extension of current vested rights to June 13, 2028.

Pursuant to Section 7-1-5 of the Town of Ridgway Municipal Code, a land owner can petition the Town Council for vested rights, wherein a “Site-Specific Development Plan” will remain in place for a certain period of time, notwithstanding other changes to the Town’s Municipal Code or development processes. The process for securing vested rights under the Town’s Code mirrors the state statute for securing vested rights.

Lena Street Commons has received preliminary and final plat approval for the installation of Buildings A, B, C, D and E as per the enclosed site plan. To date, only Buildings B and C have been constructed. Lena Street Commons is requesting an extension of its vested rights, to June of 2028, in order to complete its development and to construct the already approved Buildings A, D and E. In the packet is a draft of the Second Amendment to the Development Agreements which would extend Lena Street Commons’ vested rights. Also included is a new exhibit to the Development Agreement with an updated project phasing schedule. Town Staff recommends an extension of the vested rights and an approval of the Second Amendment to the Development Agreement.

Proposed Motion:

“I MOVE TO APPROVE THE SECOND AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN LENA STREET COMMONS, LLC AND THE TOWN OF RIDGWAY.”

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT DEVELOPMENT AGREEMENT (“**Amendment**”), made effective as of June 12, 2024 (“**Effective Date**”), is made by and between Lena Commons, LLC, a Colorado limited liability company (“**Property Owner**”) and the Town of Ridgway, a home rule municipality and political subdivision of the State of Colorado (“**Town**”). Property Owner and Town are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”. The Parties hereby agree as follows:

RECITALS

A. The Parties executed a certain Development Agreement, which was recorded on August 19, 2019, in Reception No. 223540 (“**Original Development Agreement**”) as modified by the First Amendment which was recorded on March 29, 2022 in Reception No. 231715 (“**First Amendment**”). The Original Development Agreement and the First Amendment are collectively referred to as the “**Development Agreement**”. All terms, conditions and provisions stated in the Development Agreement shall remain in place, unless modified by this Amendment. Capitalized terms used herein shall have the meaning ascribed to the term in the Development Agreement, unless otherwise provided for in this Amendment.

B. The Development Agreement, among other things, established a period of extended vested rights, which will expire as of June 13, 2024 (“**Current Vested Rights Period**”).

C. The Development Agreement also established a certain Project Phasing Schedule by which construction of the buildings and units in the Project were anticipated to be commenced (“**Current Phasing Schedule**”).

D. Pursuant to the direction from Town Council on June 12, 2024, the Parties wish to amend the Development Agreement to extend the Current Vested Rights Period and to modify the Current Phasing Schedule, as each matter is stated and described in this Amendment.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated as part of the agreements of the Parties and in further consideration of the mutual obligations and promises as set forth below, the Parties wish to amend the Original Development Agreement as follows:

1. **Incorporation of Definitions.** Capitalized terms used herein shall have the meaning ascribed to the term in the Development Agreement, unless otherwise provided for in this Amendment

2. **Modification to Sections 9.4 and 9.5.** Section 9.4 and 9.5 of the Development Agreement is hereby amended, restated and henceforth shall provide as follows

9.4. **Duration.** For purposes of this Agreement, the above-referenced vested real property right shall remain vested through June 13, 2028 pursuant to RMC 7-5.

9.5. **Publication.** A notation of such vested real property right has been made on the Preliminary Plan and a notice has been published in a newspaper of general circulation within Ouray County on July 5th, 2018 (following the Town Council action on the Development Agreement) and again on August 14th, 2019 (following the Effective Date) and again on _____ (following the Town Council action on this Amendment).

3. **Modification to Project Phasing Schedule.** The Project Phasing Schedule originally appended to the Development Agreement as **Exhibit “A”** is hereby amended, restated and replaced with attached **Exhibit “AR-1”**; henceforth the Project Phasing Schedule shall be as provided for and indicated on attached **Exhibit “AR-1”**.

4. All other terms, conditions and provisions of the Original Development Agreement and Exhibits not modified by this Agreement shall remain in full force and effect.

5. This Amendment may be executed in multiple counterparts.

AGREED TO AND MADE EFFECTIVE BY THE PARTIES AS OF THE EFFECTIVE DATE.

PROPERTY OWNER:

Lena Commons, LLC,
a Colorado limited liability company

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2024, by _____
as the _____ of Lena Commons, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

TOWN:

Town of Ridgway, Colorado,
a municipal corporation

By: _____

Printed Name: _____

Title: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Bo Nerlin, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by _____, Town Manager, Town of Ridgway, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

Exhibit AR-1
(Amended Project Phasing Schedule)

Phase	Building	Unit Types	Prior Construction Initiation Range	Status	New Construction Initiation Range
Phase 1	Project Infrastructure	n/a	n/a	Building and Units completed, no change with this Amendment	n/a
Phase 2	Building B	Residential	n/a	Building and Units completed, no change with this Amendment	n/a
Phase 3	Building C	Residential	n/a	Building and Units completed, no change with this Amendment	n/a
Phase 4	Building D and Building E	Residential, including deed restricted units on Lots 1E, Lot 2E and Lot 3E	2024-2025	Not constructed	Construction of Building D shall Commence by May 1, 2027 Construction of Building E including deed restricted units on Lots 1E, Lot 2E and Lot 3E shall Commence by May 1, 2026
Phase 5	Building A	Commercial/Retail	2025-2027	Not constructed	Construction of Building A shall Commence by May 1, 2026



HINES DESIGNS, LLC

PHONE: (970) 626.2300
1885 MARIE STREET RIDGWAY, CO 81432

LENA STREET COMMONS

RIDGWAY, CO

Date: _____
Phase: _____


Current Phase:
PHASING PLAN

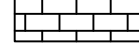
MAY 22, 2024

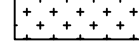
DA 1.1


PHASED CONSTRUCTION PLAN

PHASE 1 COMPLETE = INFRASTRUCTURE OF ENTIRE PROJECT

 PHASE 2 COMPLETE = FINAL PLAT APPROVAL
VERTICAL CONSTRUCTION OF BUILDING B

 PHASE 3 COMPLETE = VERTICAL CONSTRUCTION OF BUILDING C

 PHASE 4 FUTURE BUILD = VERTICAL CONSTRUCTION OF BUILDING E
FUTURE BUILD = VERTICAL CONSTRUCTION OF BUILDING D
(INCLUDES DEED RESTRICTED UNITS 1E, 2E, & 3E)

 PHASE 5 FUTURE BUILD = VERTICAL CONSTRUCTION OF BUILDING A

BUILDING MATRIX

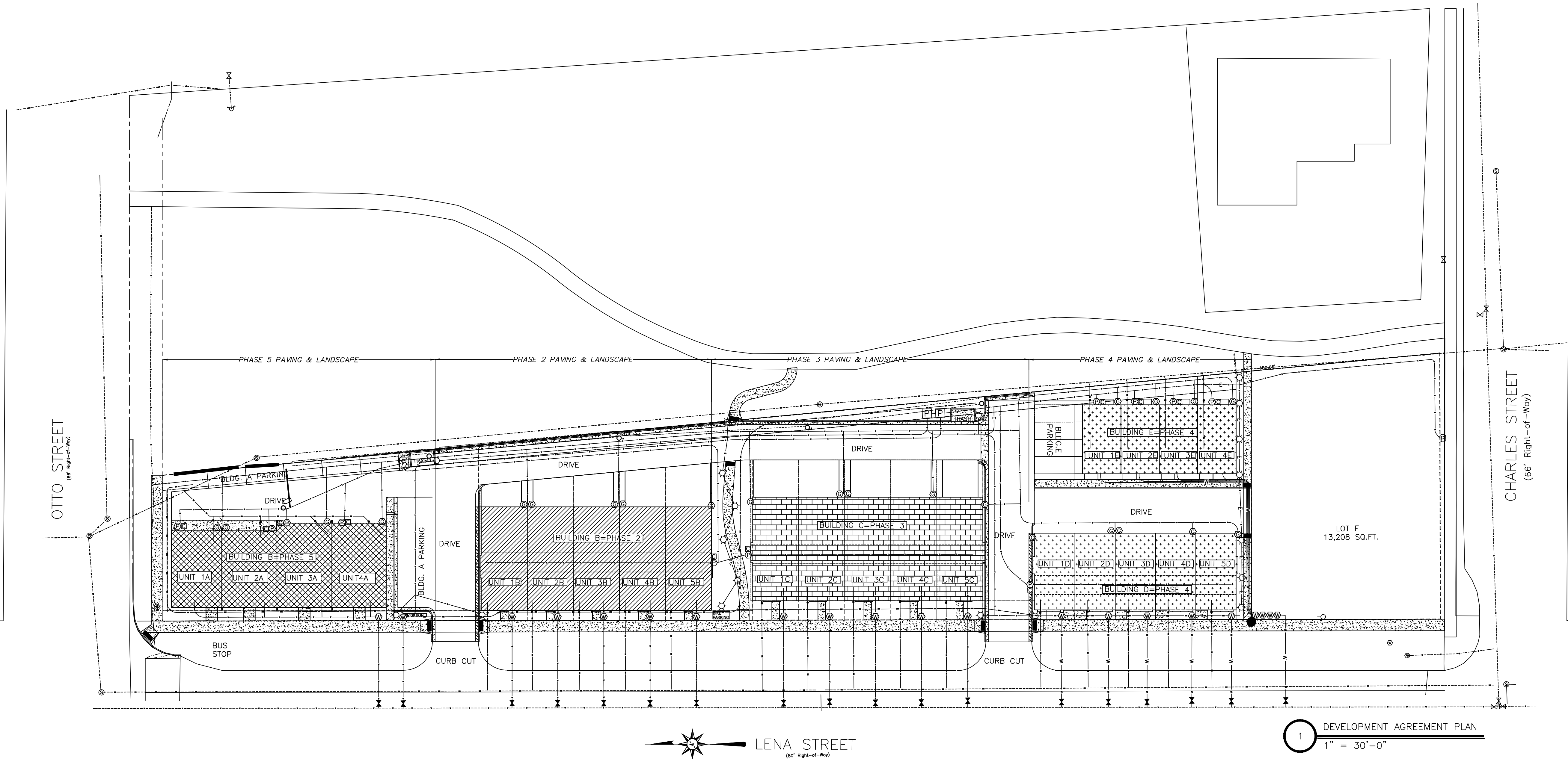
BUILDING A = (4) TWO-STORY COMMERCIAL UNITS
APPROX. 1,600 SQ.FT.

BUILDING B = (5) TWO-STORY RESIDENTIAL UNITS
APPROX. 1,600 SQ.FT.
3 BR/ 2 BA + 2 CAR GARAGE

BUILDING C = (5) TWO-STORY RESIDENTIAL UNITS
APPROX. 1,600 SQ.FT.
3 BR/ 2 BA + 2 CAR GARAGE

BUILDING D = (5) THREE-STORY RESIDENTIAL UNITS
APPROX. 1,800 SQ.FT.
4 BR/ 3.5 BA + 2 CAR GARAGE

BUILDING E = (4) ONE & HALF STORY RESIDENTIAL UNITS
APPROX. 800 SQ.FT.
2 BR / 1 BAR + 1 PRK SPACE + FENCED YARD



All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the designer before commencing work.

AGENDA ITEM #20

Amendment 3
Memorandum of Understanding
Dated August 9, 2017, and as amended in 2018 and 2019, between the Board of County Commissioners of Ouray County, Colorado and the Town Council of the Town of Ridgway, Colorado regarding the planning and annexation of the Ouray County property at 111 Mall Road in unincorporated Ouray County

WHEREAS, pursuant to provision 3 on page 1 of the Memorandum of Understanding (MOU) dated August 9, 2017, the Board of County Commissioners of Ouray County, Colorado (“Ouray County”) and the Town Council of the Town of Ridgway, Colorado (“Town”) agreed that it was the intent of the Parties (Ouray County and Town) to complete an annexation agreement by June 30, 2018, which was amended in 2018 and 2019, with a current deadline of June 30, 2024. In addition, provision 3 provides “The parties may extend that deadline if they mutually agree that an extension is in the interests of both parties.”; and

WHEREAS, in 2018 the Ouray County Board of County Commissioners requested and received an extension on the MOU deadline for one year to June 30, 2019; and

WHEREAS, in 2019 the Ouray County Board of County Commissioners requested and received an extension on the MOU deadline for five years to June 30, 2024; and

WHEREAS, the Ouray County Board of County Commissioners has again requested an extension of the deadline by five years to June 30, 2029 as Ouray County has engaged the services of its engineering firm to begin working on facility planning in and around the Town of Ridgway and more time is needed to accommodate this initial discovery and facility planning; and

WHEREAS, the property located at 111 Mall Road is included and is part of the overall facility planning; and

WHEREAS, the Town Council of the Town of Ridgway agrees to the requested extension of the deadline for completing the annexation agreement to June 30, 2029, amending the MOU pursuant to provision 3 on page 1 of the MOU through this mutual agreement between Ouray County and the Town.

NOW THEREFORE, the Board of County Commissioners of Ouray County, Colorado and the Town Council of the Town of Ridgway, Colorado agree to extend the deadline for completing the annexation agreement to June 30, 2029.

Dated this _____ day of _____, 2024.

ATTEST

Michelle Nauer, Chair
Board of County Commissioners
Ouray County, Colorado

Cristy Lynn, County Clerk and Recorder

ATTEST

John I. Clark, Mayor
Town Council
Town of Ridgway, Colorado

Pam Kraft, Town Clerk

MEMORANDUM OF UNDERSTANDING

The Board of County Commissioners of Ouray County, Colorado and the Town Council of the Town of Ridgway, Colorado are in agreement as follows:


1. The Town of Ridgway limits water and sewer services to properties located within the municipal boundary. The Town and the County have discussed annexation of the County's property, 111 Mall Road in unincorporated Ouray County (the "Property"), and prior agreements between the parties contemplated annexation, and authorized the provision of water to the County for the property, but annexation has not occurred as of the date of this MOU.
2. The County is in the process of future planning for the Property and uses that the County may make of the Property, including continued use for Road and Bridge (maintenance, equipment storage, wash bay, fuel, materials storage and other uses associated with the department), Land Use, Emergency Medical Services, Emergency Operations Center, and other county departments. As part of that effort, the County would like assurance that continued service of water, enhanced water system infrastructure, and sewer service will be available from the Town, and the Town would like assurances that uses by the County are reasonably compatible with Town regulations and the demand on the utilities may be accommodated. Because of the regulations governing the use of Town utilities and the County's desire to access those utilities, the Town would like to proceed with annexation of the Property, and would like to enter into an annexation agreement with the County to guide an annexation.
3. The parties have agreed to identify their needs for an annexation agreement so that staff can begin negotiating and drafting such an agreement. It is the intent of the parties that an annexation agreement be completed by June 30, 2018. The parties may extend that deadline if they mutually agree that an extension is in the interests of both parties.
4. The County has identified the following needs which should be addressed in an annexation agreement:
 - a. Utilities: water and wastewater for buildings, including fire hydrants for the property; and continued easements and access for other utilities such as SMPA, Century Link, natural gas, septic tank cleaning, other broadband or Internet connectivity and communications equipment including towers, dishes, cells and as otherwise necessary to provide adequate communications for the County.
 - b. Access: continued Highway 550 access as well as new access to/from the south (South Mall road).
 - c. Land use permissions/permits/zoning: Must be able to conduct County business on the property, including continued use by Road and Bridge with its associated needs including, but not limited to, vehicle maintenance, vehicle storage, materials storage (magnesium chloride or similar products for dust suppression and other palliative products, gravel, sand, salt, aggregate), wash bay, fuel; weed department storage and vehicles, including weed maintenance and eradication products; signage for way finding to county departments; continued presence of the transfer station; public accessibility for various services, including EMS, Emergency Operations Center and emergency management, public health, social

- services, and other departments. To the extent that the Town's current zoning or land use code do not allow for these uses, the County will need zoning or land use code revisions.
- d. The County's intent is to optimize the utilization of its property for the benefit of the County residents, with flexibility to alter the uses on the property in the future as needed to accomplish this intention.
5. The Town has identified the following needs which should be addressed in an annexation agreement:
- a. Recognizing the Property as an enclave subject to annexation by the Town.
 - b. Delivering water to property in the Town's limits, in accordance with the Town of Ridgway Municipal Code.
 - c. Collecting wastewater from property in the Town's limits, in accordance with the Town of Ridgway Municipal Code.
 - d. Development and use of the Property by the County in substantial compliance with the Town of Ridgway Land Use Plan, 2011 Update and other Master Plan documents.
 - e. Zoning of the Property in accordance with the current Town zoning code, or creating a new zone to meet the needs of the Town, its residents and businesses, the Town's Land Use Plan, and the County.
 - f. Use of the Property in accordance with the appropriate zoning
 - g. Reasonable and appropriate use of Town utilities, including water conservation commensurate with the Town's needs, connections of main lines to insure safe and efficient distribution and collection systems, utilities easements across the Property to serve and service surrounding properties within the Town limits, conveyance to the Town of any existing water rights, etc.
 - h. Road improvements for the property including Mall Road, access to Vista Terrace subdivision, and/or Redcliff drive/South Mall Road.
 - i. Pursuant to the Town's Master Plan, the annexation and development of the property is at no initial or recurring cost to the Town (eg: installation, maintenance, law enforcement, etc.) and incorporates public uses as is reasonable and desired.
 - j. A positive and proactive working relationship with Ouray County.
 - k. Where reasonable, shared services of the Town and the County that benefit the shared communities.
 - l. Open and transparent annexation proceedings in accordance with State and Local laws and policies.
6. The respective staffs of the Town and the County are directed to begin negotiations and drafting of an annexation agreement addressing the needs identified by both the Town and the County. Where there are conflicts between the needs of the parties, staff is directed to inform their respective Council or Board, as the case may be, and allow the elected officials to provide guidance on how to proceed.


This MOU is understood by the parties to be an informal and non-binding agreement to guide further discussions and negotiations. It is the intent of the parties to move forward in a spirit of cooperation, benefitting their respective and mutual constituents.

Dated this 9th day of August, 2017.






Ben Tisdell, Chair
Board of County Commissioners
Duray County, Colorado

ATTEST


Michelle Nauer, County Clerk and Recorder
By: Hannah Hollenbeck, Deputy Clerk of the Board



John Clark
Town Council
Town of Ridgway, Colorado

ATTEST


Pam Kraft, Town Clerk

AGENDA ITEM #21



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: June 6, 2024
Agenda Topic: **Award of bid for the Ridgway Athletic Park Parking Lot Project**

SUMMARY:

The Town issued a Request for Bids (RFB) for the Ridgway Athletic Park Parking Lot Project during the first part of May. Bids were due by 3:00 p.m. on June 5th. The RFB sought qualified and experienced companies to submit bids to furnish all labor, equipment, and materials, and incidentals for the Ridgway Athletic Park Parking Lot Project in accordance with the contract documents.

The Town received the following two bids:

- Haynes Excavation Inc. \$268,093.50
- Ridgway Valley Enterprises, Inc. \$126,865.00

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.

Town staff is recommending that the Town Council award the Ridgway Athletic Park Parking Lot Project to Ridgway Valley Enterprises, Inc. This company is based out of Montrose, CO, and has completed several projects for the Town over the last several years. Staff feels that they are a good fit to complete this important community project. The company president, John McCollum, has stated that, if awarded, they would intend to start as soon as possible.

FINANCIAL IMPLICATIONS:

This project was identified as a Capital Improvement Project in the 2024 Annual Budget with an estimated cost of \$100,000. While Ridgway Valley’s bid is well above the budgeted amount, staff feels that the General Fund can accommodate the increase and feels comfortable moving forward with this project. Additionally, staff intends to negotiate with Ridgway Valley in an effort to reduce the total amount from their initial bid without reducing the deliverables requested in the RFB.

PROPOSED MOTION:

“I move to authorize staff to begin negotiations with Ridgway Valley Enterprises, Inc., to expend budgeted funds, to issue a Notice of Award, and to execute a Construction Contract between the Town of Ridgway and Ridgway Valley Enterprises, Inc. for the Ridgway Athletic Park Parking Lot Project at a contract price not to exceed \$126,865.00.”

AGENDA ITEM #22



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: June 7, 2024
Agenda Topic: **Award of bid for the Ridgway Space to Create Resilience Hub Microgrid Project**

BACKGROUND:

The Ridgway Space to Create Resilience Hub Microgrid Project was identified as a Capital Improvement Project in the 2024 Annual Budget with an estimated cost of \$70,000. The project, which will see a solar/storage microgrid emergency power system installed on the roof of the Ridgway Space to Create Building, will provide electrical resilience to the Decker Community Room.

SUMMARY:

The Town issued a Request for Quote (RFQ) for the project in mid-May. Bids were due by 5:00 p.m. on June 6th. The RFQ identified that the microgrid system should include the following at a minimum:

1. Complete system design and engineering.
2. Installation of a roof mounted 4.8 kW DC photovoltaics solar system, using a self-ballasted array structure causing little to no roof penetrations.
3. All installations shall take place per best practices to ensure roof warranty and National Electric Code requirements.
4. The PV system shall be interfaced to a 15 kW AC inverter in a net metered configuration and interconnected to the Decker Room 120/208 VAC service panel located in the building utility room on the first floor.
5. The microgrid storage system and controls shall include a 37-kWh sealed maintenance free backup battery, monitoring and control software configured for both line tied operation during normal grid presence and full panel load back up during an outage. The solar PV will enable battery charging during outage conditions and return to net metering grid tied operation upon return of grid power.
6. Application for SMPA Net Metering rate and operation requirements.
7. All required Town/State permitting and complete DC and AC system installation.
8. Passing State electrical and other required inspections.
9. All Town, County and State sales tax.
10. System commissioning and training, demonstrating all operating conditions.
11. Full system design and operation documentation.
12. System warranty shall include a minimum of 5- year material and workmanship, 10-year inverter, and 25-year solar PV with industry standard production guarantees.
13. An annual maintenance contract (optional).

The Town received the following three bids:

- Alternative Power Enterprises, Inc. \$63,875.00
- C.A.M. Electric Inc. \$80,000.00
- Shaw Solar \$79,836.00

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.

All three quotes satisfy the requirements of the solicitation and the functional requirements of the microgrid system. **After careful review of the quotes, Town staff is recommending that the Town Council award the Ridgway Space to Create Resilience Hub Microgrid Project to Alternative Power Enterprises, Inc.** This company is based out of Ridgway and staff feels that they are a good fit to complete this project.

FINANCIAL IMPLICATIONS:

As stated above, this project was identified as a Capital Improvement Project in the 2024 Annual Budget with an estimated cost of \$70,000. To support the project, San Miguel Power Association (SMPA) applied for a grant from the Colorado Department of Local Affairs (DOLA) Microgrids for Community Resiliency (MCR) Program and the grant was awarded in the amount of \$46,900. Subsequent to the award, the Town entered into a Memorandum of Understanding with SMPA, as requested by DOLA, that provides the specifics of the working relationship between the Town and SMPA. In addition to the MCR grant, which will lower the Town’s out-of-pocket costs on this project, the Town is eligible to pursue a clean energy tax credit for this project, which was made available by the Inflation Reduction Act of 2022. To lower the cost of the project even further, staff plans to pursue a clean energy tax credit at the conclusion of the project and once the MCR grant has been paid out and fully administered.

PROPOSED MOTION:

“I move to authorize staff to expend budgeted funds and to execute a Contractor Services Agreement between the Town of Ridgway and Alternative Power Enterprises, Inc. for the Ridgway Space to Create Resilience Hub Microgrid Project at a price not to exceed \$63,875.00.”

AGENDA ITEM #23

To: Mayor Clark, Council Members – Town of Ridgway
From: Bo James Nerlin
Re: Space to Create - Town of Ridgway Easement Agreement
CC: Mr. Preston Neill, Town Administrator
Date: June 7, 2024

Before the Town Council is Agenda Item No. 20: Consideration of Award of Bid for the Ridgway Space to Create Resilience Hub Microgrid Project - Town Manager. Provided the Council awards a bid for the Space two Create Microgrid Project (the “Project”), the Town will need to enter into an easement agreement with Artspace Ridgway Limited Partnership (“Artspace”) for the installation of the Project. An easement from Artspace to the Town will grant the Town access to the Space to Create rooftop and will designate an easement area for the installation of the Project.

Mr. Neill and I have engaged in conversations with Mr. Chris Ollinick, Artspace’s Attorney, and with Andrew Michaelson, Artspace’s Director of Property Development, to discuss an easement for the Project. Artspace is willing to provide an easement to the Town for the Project, at no cost to the Town. The details of this easement are still being finalized; however, the Town is eager to initiate the Project [Provided a bid is awarded under Agenda Item No.:20]. A Sample of the easement between the Town and Artspace is enclosed in the packet. This sample is still subject to review by several of the Town’s partners on the Artspace Project. Nevertheless, Town staff would prefer to not wait until July for the Project to commence. Accordingly, staff is requesting a motion authorizing Mayor Clark to execute an easement agreement between the Town and Artspace, granting the Town a rooftop easement on the Space to Create facility for the Project. The easement agreement would subsequently come before the Town Council in July for ratification.

Proposed Motion:

“I MOVE THAT THE TOWN COUNCIL AUTHORIZE MAYOR JOHN CLARK TO EXECUTE AN EASEMENT AGREEMENT BETWEEN THE TOWN AND ARTSPACE RIDGWAY LIMITED PARTNERSHIP, FOR THE INSTALLATION OF THE SPACE TO CREATE RESILIENCE HUB MICROGRID PROJECT.”

ROOF TOP EASEMENT AGREEMENT

THIS ROOF TOP EASEMENT AGREEMENT (“Agreement”) is entered into on this ___ day of _____, 2024, by and among **ARTSPACE RIDGWAY LIMITED PARTNERSHIP**, a Minnesota limited partnership having an address at c/o Artspace Projects, Inc., 250 Third Avenue North, Suite 400, Minneapolis, Minnesota 55401 (“Grantor”) and **TOWN OF RIDGWAY, COLORADO**, a Colorado municipality having a business address at 201 N. Railroad, Ridgway, Colorado 81432 (the “Grantee”). Grantor and Grantee may be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, Grantor is the leasehold owner of certain real property located at 675 Clinton Street (Block 28, Lots 6, 7, 8, 9 and 10) in the Town of Ridgway, County of Ouray, State of Colorado, more fully described in Exhibit A attached hereto (the “Grantor Property”); and

WHEREAS, by the commercial master sublease agreement dated of May 21, 2021 by and between the Grantee and Artspace Projects, Inc. (the “Sublease”), the Grantee is the subtenant of approximately 2,000 square feet of usable area located on the Grantor Property (the “Grantee Premises”), more fully depicted in Exhibit B attached hereto; and

WHEREAS, the Grantee desires to install a solar/storage microgrid emergency power system to provide electrical resilience to the Grantee Premises (the “Microgrid”); and

WHEREAS, the Grantee requires a non-exclusive easement over, across and on a portion of the roof of the Grantor Property depicted on Exhibit C, annexed hereto and made a part hereof (the “Easement Area”) for the installation, inspection, maintenance, operation, cleaning, repair, removal and replacement of the Microgrid equipment as shall be reasonably required to connect the Grantee Premises with the Microgrid (collectively, the “Microgrid Equipment”); and

WHEREAS, the Grantor is willing to grant the easement for such purposes, subject to the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, agree as follows:

1. Grant of Easement. Grantor grants to Grantee and its successors, assigns, employees, agents, licensees and contractors (collectively, the “Grantee Parties”), for the benefit of the Grantee Premises, without cost or charge (except as otherwise expressly set forth herein), a non-exclusive easement and right-of-way over, across and on the Easement Area for the purpose of installing, inspecting, maintaining, operating, cleaning, repairing, removing and replacing the Microgrid Equipment (the “Easement”).

2. Term. The Easement granted hereunder shall terminate upon the termination of the Sublease but shall be subject to any extensions thereto.

3. Access. The Grantor will allow for supervised access to the Easement Area through the stairwell and roof hatch depicted on Exhibit D (the “Access Area”). To use the Access Area,

the Grantee shall submit a schedule to the Grantor at least thirty (30) days prior to its intended use noting the day(s) and time(s) that the Grantee intends to use the Access Area, which shall be subject to the Grantor in its sole but reasonable discretion. The Parties agree that the Access Area shall be used at reasonable times during normal business hours and the Grantees Parties shall be supervised by the Grantor or its designated representative during such use.

4. Performance of Work; Restoration upon Completion.

(a) The Parties agree that the work to be performed by (or on behalf of) the Grantee within the Easement Area in connection with the initial construction and installation of the Microgrid Equipment (the “Approved Work”) shall be performed in accordance, in all material respects, with that certain [_____] Plan prepared by Alternative Power Enterprises, Inc., dated [_____] (the “Microgrid Plan”), [and approved by [_____] Engineering]. Prior to commencement of any work within the Easement Area including the Approved Work, the Grantee shall provide Grantor with detailed plans of all Microgrid Equipment or other installations or improvements (collectively, the “Improvements”) for review by Grantor and Grantor’s agents, together with all other information reasonably required by Grantor and Grantor’s agent to review and evaluate the proposed Improvements. If Grantor or Grantor’s agents have any objections to the plans for the Improvements, in the exercise of Grantor’s or such agent’s reasonable professional judgment, such objections shall be outlined in writing to the Grantee within thirty (30) days of receipt of the plans for the work. The Grantee and its agents shall consult with the Grantor and Grantor’s agents in good faith to resolve any reasonable objections. Provided further that no work (including, without limitation, the Approved Work) shall commence on the Improvements until all necessary governmental permits and approvals have been obtained, copies of which shall be provided to the Grantor.

(b) All work shall be coordinated with Grantor and performed in a manner which is reasonably calculated to cause minimal interference with the ongoing business of Grantor, its tenants, contractors and visitors on the Grantor Property. In furtherance of the foregoing, the Grantee shall provide (or cause to be provided) a construction schedule to the Grantor at least thirty (30) business days prior to commencement of any work to allow Grantor to coordinate with its tenants on the Property. All work shall be performed in compliance with applicable laws, rules, and regulations of all local, state, and federal governmental entities and in a good and workmanlike manner. The work shall be warranted by the Grantee against any defects for one year after completion of the work.

(c) Upon completion of the installation of the Improvements, the Grantee shall restore the Easement Area (or such additional portions of the Grantor Property, if any, as shall have actually been affected by such work) to substantially the same condition it was in prior to the commencement of the work. If there is any significant delay in completion of the work, which for purposes of this Agreement shall mean the cessation of construction on the Improvements for more than a continuous thirty (30) days, the Easement Area (or such additional portions of the Grantor Property, if any, as shall have actually been affected by such work) shall be restored during the interim period to substantially the same condition it was in prior to commencement of the work.

5. Insurance. Grantee shall secure, pay for and maintain during the term of the Easement such policies of comprehensive public liability insurance, naming itself as the insured,

and the Grantor (and parties requested by the Grantor) as an additional insured or insureds, against claims on account of bodily injury and property damage incurred upon and about the Easement Area, and other insurance as may be required. If the Grantee engages a contractor to perform any construction, installation, operating, maintenance, repair, replacement, removal or relocation or other work on the Easement Area pursuant to this Agreement shall cause its general contractor and subcontractors to secure, pay for and maintain during the continuance of such work worker's compensation and employer's liability insurance, commercial general liability insurance (including coverage against bodily injury or death, property damage and contractual liability and also including explosion and collapse and products and completed operation coverage), and other insurance as may be required. Certificates of such insurance, showing that such insurance is in full force and effect, shall be provided to the Grantor by the Grantee.

6. Indemnification.

(a) Grantee shall indemnify and hold Grantor harmless from and against any and all claims, actions, mechanics liens, suits, judgments, damages, liability and expense of any description (including reasonable attorneys' fees necessary to enforce this paragraph) (collectively referred to herein as "Losses") in connection with loss of life, personal injury and/or damage to property arising from or out of Grantee's use of the Easement Area in connection with the Easement, or occasioned wholly or in part by any negligence or willful misconduct of Grantee, or its agents, contractors, employees, servants or licensees in, on or about the Easement Area. Expressly excluded from the foregoing indemnity are any Losses arising directly as a result of the Grantor's own negligent acts.

(b) Notwithstanding any other provisions of this Agreement, the obligations of the Grantee pursuant to this Section 6 shall remain in full force and effect after any termination of this Agreement, in whole or in part, until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters herein described may be brought and, with respect to any matter for which the Grantee is actually obligated to indemnify the Grantor pursuant to this Section 6, the payment in full or the satisfaction of such claim, cause of action or prosecution and the payment of all expenses, charges and costs incurred by the Grantor, or its officers, members, agents or employees, relating thereto which fall within the scope of the Grantee's indemnification obligations under this Section 6.

(c) Notwithstanding anything contained in this Agreement to the contrary, whenever the Grantor believes that the Grantee is obligated under this Agreement to indemnify and hold harmless the Grantor, the Grantee shall be given prompt notice of any matter that arises which the Grantor asserts as requiring indemnification, but failure to give such notice shall not constitute a defense hereunder nor in any way impair the obligations of the Grantee under this Section provided that such failure does not materially prejudice the Grantee in its ability to defend the Grantor or materially impair the Grantee defense. The Grantee shall have the right to defend the Grantor.

7. Liens. The Grantee shall not permit any mechanic's lien to be filed against the Grantor Property arising out of the Grantee's use of the Easement Area. If any such lien is filed, the Grantee shall, within twenty (20) business days after the date of receipt of notice of the filing of such notice of lien, have such lien discharged, removed, or bonded.

8. Event of Default.

(a) In the event of any alleged failure of the Grantee to perform, in any material respect, any of their respective obligations under this Easement Agreement, including, without limitation, the failure to observe, in any material respect, any term, covenant or condition under this Easement Agreement (each, a "Breach"), the Grantor shall give the Grantee written notice thereof. The Grantee shall have a period of thirty (30) days from receipt of such notice to cure such Breach. Provided, however, that if the Breach is not capable of cure within thirty (30) days, and if the Grantee has commenced to cure and proceeded diligently to effect such cure, then the Grantee shall have such additional time as shall be reasonably necessary to effect such cure. Any Breach which is not cured within the time frame specified in this Section 8 shall constitute an Event of Default.

(b) Whenever an Event of Default shall have occurred under this Agreement, the Grantor may, take one or more of the following remedial steps:

(i) (A) pay any sum owed by the Grantee to the person entitled thereto, (B) summarily abate, remove, or otherwise remedy any improvement, thing or condition which violates the terms of this Agreement; or (C) perform any obligation of the Grantee to be performed hereunder. Thereafter, the Grantee shall reimburse the Grantor for the costs of curing such violation upon demand. If the Grantee fails to remit payment within seven (7) days of such demand, the demanded amount shall accrue interest at a rate equal to the lesser of the prime rate (as set forth in the Wall Street Journal) plus 3% or the maximum rate permitted by law.

(ii) enforce this Agreement and hold the Grantee liable for all damages suffered by Grantor as a result of such Event of Default, including the cost of reasonable attorney fees actually incurred in pursuing its remedies hereunder.

(iii) institute legal action against the Grantee for specific performance, injunction, declaratory relief and/or take any other action at law or in equity which may appear necessary or desirable to collect any amounts then due or thereafter to become due hereunder and to enforce the obligations, agreements or covenants of the Grantee under this Agreement, subject to Section 8(c) hereof.

No remedy herein conferred upon or reserved to the Grantor is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Grantor to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

(c) It is expressly agreed that no Breach of, or Event of Default under, this Agreement shall entitle the Grantor to cancel, rescind, or otherwise terminate this Agreement. Such limitation shall not otherwise affect, in any manner, any of the rights or remedies which the Grantor may have by reason of any Breach of, or Event of Default under, this Agreement.

9. Authority. Grantor represents to Grantee that it holds legally sufficient interest in the Property to be able to grant the Easement and that no other individual or entity holds rights with respect to the Property which conflict with the rights granted to Grantee hereunder.

10. Binding Effect. Unless and until the Easement granted in this Agreement terminates, the benefits and burdens of the Easement and this Agreement shall run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

11. Notices. Any notice required or permitted to be given pursuant to this Agreement will be in writing and delivered personally or sent by registered or certified mail, return receipt requested, or by reputable overnight courier service for next business day delivery, to the Grantor and Grantee at their respective addresses set forth in the opening paragraph of this Agreement. Any party (or its successor) may change the address to which notice will be sent by providing notice to the others in the manner provided in this subparagraph.

12. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

13. Waiver. Each Party hereto reserves the right, from time to time, to waive enforcement of any terms and conditions of this Agreement. No waiver by either Party of any term or condition of this Agreement shall constitute a waiver by such Party of any prior, concurrent, or subsequent breach or default of the same or any other term or condition of this Agreement.

13. Entire Agreement. This Agreement represents the entire agreement between the parties relating to the easements granted herein and supersedes any and all prior agreements, negotiations, and discussions between the parties with reference to the subject matter hereof.

14. Governing Law. This Agreement shall be governed by the laws of the State of Colorado without regard to principles of conflicts of laws.

15. Amendment. This Agreement may not be amended or modified except by a written instrument signed by the Grantor and Grantee, or its successors in interest, and consented to in writing by the holder(s) of any mortgage(s) encumbering the Grantor's Property (if required) and the Grantor's limited partner.

16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first written above.

GRANTOR:

ARTSPACE RIDGWAY LIMITED PARTNERSHIP

By: Artspace Ridgway GP LLC,
its general partner

By: Artspace Projects, Inc.
its sole member

By: _____

Name: William Law

Title: Authorized Signatory

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by WILLIAM LAW, as Authorized Signatory of Artspace Projects, Inc., a Minnesota non-profit corporation, as the sole member of Artspace Ridgway GP LLC, a Minnesota limited liability company, as the general partner of Artspace Ridgway Limited Partnership, a Minnesota limited partnership.

Notary Public

My commission expires: _____

GRANTEE:

TOWN OF RIDGWAY, COLORADO

By: _____
Name: John I. Clark
Title: Mayor

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing was acknowledged before me this _____ day of _____, 2024, by JOHN I. CLARK as Mayor of the Town of Ridgway, Colorado.

WITNESS MY HAND AND OFFICIAL SEAL.

Notary Public

EXHIBIT A

Grantor Property

The Land referred to herein below is situated in the County of Ouray, State of Colorado, and is described as follows:

Lots 6, 7, 8, 9 and 10,
Block 28,
Town of Ridgway,
County of Ouray,
State of Colorado.

Also known as (for informational purposes only): 675 Clinton Street, Ridgway, Colorado 81432

SAMPLE

EXHIBIT B

Grantee Premises

[See Attached]

SAMPLE

EXHIBIT C

Easement Area

SAMPLE

EXHIBIT D

Access Area

SAMPLE

AGENDA ITEM #24

AGENDA ITEM #25



Selection Committee
Destination Blueprint Program
Colorado Tourism Office
Office of Economic Development and International Trade

Dear Committee Members,

I'm writing today to ask you to support the Ridgway Area Chamber of Commerce's application for the Destination Blueprint Program opportunity offered by the Colorado Tourism Office. We recognize the incredible value that the State of Colorado's Destination Stewardship framework provides in seeking to balance the quality of life for our residents alongside the experiences sought by our visitors. Sustaining, supporting and sharing our natural environment, incredible culture and vibrant community remain important to local stakeholders and residents alike.

Ridgway would greatly benefit from a destination assessment evaluation, including (but not limited to) core-team, resident and tourism stakeholder surveys, engagement workshops, visitor profile studies and possible tourism data collection to generate the important data that would help inform both local leaders and business owners. We would seek support in helping to advance our tourism workforce to provide enhanced visitor experiences alongside responsible and respectful use messaging, promote businesses and experiences through a local lens and consciously and carefully encourage off-peak season travel opportunities to the area.

Your time and consideration are greatly appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "John I. Clark". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

John I. Clark
Mayor
Town of Ridgway
PO Box 10
Ridgway, CO 81432

AGENDA ITEM #26