

Ridgway Town Council  
Regular Meeting Agenda  
Wednesday, March 13, 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/85489404614?pwd=NTI2Q1dKc2dUUzhiNHlhNXczMlZtZz09>

Meeting ID: 854 8940 4614

Passcode: 909926

Dial by your location

+1 346 248 7799 US

+1 253 215 8782 US

**5:30 p.m.**

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

**EXECUTIVE SESSION** The Town Council will enter into a closed session pursuant to:

1) 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.

2) Colorado Revised Statutes 24-6-402(4)(b) for consultation with the Town Attorney and 24-6-402(4)(e) for matters subject to negotiation regarding a temporary access agreement at Echo Properties.

**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 Special Meeting of February 14, 2024.
2. Minutes of the Regular Meeting of February 14, 2024.
3. Register of Demands for March 2024.
4. Water leak adjustment for Customer # 2520.4/Zimmerman.

**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.

5. Proclamation: International Dark Sky Week - Mayor Clark.

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

6. Resolution No. 24-06 Supporting the Operation of a San Miguel Authority for Regional Transportation Commuter Bus Route within the Town of Ridgway - Town Manager.
7. Review and action on Right of Offer Agreement between the Town of Ridgway and Firehouse Investment Real Estate, LLC - Town Manager.
8. Review and action on Temporary Access Agreement between the Town of Ridgway, Echo Properties Corp., Railroad Depot Funding LLC, Ridgway Railroad Museum and Ouray County Ranch History Museum - Town Attorney.
9. Notice of Award for the Green Street Park Master Plan Project - Town Manager.
10. Presentation and discussion regarding the development of an agreement with the Home Trust of Ouray County for housing services, and discussion regarding other affordable housing initiatives - Jake Niece, Ouray County Commissioner.
11. Review and action on Memorandum of Understanding between the Town of Ridgway and Artspace Projects, Inc., concerning the Public Art Component on the Ridgway Space to Create Building - Town Manager.
12. Review and action on Intergovernmental Agreement between Town of Ridgway and Ouray County concerning Noxious Weed Management and Control Services - Town Manager.
13. Resolution No. 24-05 Canceling the April Regular Election - Town Clerk.

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

14. 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 Thomas; alternate - Councilor Schuyler  
Ridgway Scholarship Committee - Councilor Lakin and Mayor Clark

Board Appointments:

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

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

Liaisons:

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

**ADJOURNMENT**

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

# Consent Agenda

RIDGWAY TOWN COUNCIL  
MINUTES OF SPECIAL MEETING  
FEBRUARY 14, 2024

CALL TO ORDER

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

The Mayor called the meeting to order at 5:30 p.m. in the Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Grambley, Kroger, Lakin, Schuyler, Thomas, Mayor Pro Tem Meyer and Mayor Clark in attendance.

PUBLIC HEARING

Ductile Iron Water Line Replacement Project Needs and Environmental Assessments

Town Manager Preston Neill addressed the Council and explained the public hearing was being held to inform citizens and solicit public input regarding the Town Ductile Iron Water Line Replacement Project Needs Assessment and Environmental Assessment. He reported the Town has been pre-approved for a grant from the Department of Local Affairs, and the process for a loan application from CDPHE has begun, which requires holding a public hearing to inform the public and provide an opportunity to receive input.

Town Engineer Joanne Fagan presented background on the Town water system and the Town's ability to operate the system. Raw water is drawn from Beaver Creek and Happy Hollow Ditch, she explained and delivered to a pre-sedimentation pond prior to being treated at the water treatment plant. The system has a capacity of a half million gallons a day, processes through a micro-filter system which filters everything above 0.5 micron, and is held in two 300,000 gallon above ground water storage tanks. The tank flows into a distribution system, with a water transmission line beginning immediately below the water treatment plant. The existing line is 4000 feet of unsheathed ductile iron pipe and carries water to all Town customers via Amelia Street to Moffat Street. It was installed in about 1980, and at the time the line was not required to be sheathed to prevent corrosion. In the spring of 2023 there was a significant failure in this line and during repairs staff noted significant indications of additional failures, which could lead to a "boil water order", which also took place during the failure last spring.

Engineer Fagan noted options to address the failing water line are to replace the full length of the ductile iron pipe with non-corrosive plastic pipe; replace the pipe in sections over time; or to "do nothing". The option to do nothing would mean to wait until another location fails and replace the pipe as needed; the initial cost would be low, but would incur a higher cost over time; create problems over many years including the need to place into effect "boil water orders"; in the end the pipeline would have many repair couplings and pieces of new pipe. The option to replace sections of the pipe over time would spread costs and likely cost more overall; could present the likelihood of a section not replaced failing while waiting for a section to be replaced; the Town has other water projects to complete and spreading the project out will take resources away from these other projects. The final option is to replace the entire line at one time. This option has the highest initial cost but is a more comprehensive solution; likely the total cost would be less than a "piecemeal approach"; reduces the risk the line would need to be removed from service in the future.

Staff has chosen the comprehensive solution and she presented the preliminary project cost estimate, with a total budget of \$1,250,000 and a 20% contingency. The potential funding scenario includes a \$600,000 Impact Grant from the Department of Local Affairs (DOLA) Energy

and Mineral Impact Assistance Program Funds; and a Colorado Department of Public Health (CDPHE) State Revolving Loan for \$650,000 with an interest rate of 3.2% over 20 years. Debt service to the Town would be \$44,100 a year. She stated this would not require an increase in operating costs, and thus not a rate increase to users. She did note with future projects “looming”, staff plans to evaluate both the water and sewer rates later this year.

Staff will be attending a public hearing in late February for the DOLA grant application she reported, and will submit the loan application by the filing deadline of March 15<sup>th</sup>. If the grant and loan are awarded, project requests for proposals would be solicited in the Spring, and construction begin in July and be completed by November.

There were questions from the Council.

The Mayor asked for comments from the public, and none were received.

### ADJOURNMENT

The meeting was adjourned at 5:55 p.m.

Respectfully Submitted,

Pam Kraft  
Town Clerk

RIDGWAY TOWN COUNCIL  
MINUTES OF REGULAR MEETING  
FEBRUARY 14, 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 6:00 p.m. The Council was present in its entirety with Councilors Grambley, Kroger, Lakin, Schuyler, Thomas, Mayor Pro Tem Meyer and Mayor Clark in attendance.

CONSENT AGENDA

1. Minutes of Regular Meeting of January 10, 2024.
2. Register of Demands for February 2024.
3. Continue the Solar Energy Incentive Program pursuant to Ridgway Municipal Code Section 6-1-12.

ACTION:

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

PUBLIC HEARINGS

4. Extension request to meet conditions of approval for Preserve PUD Preliminary Plat; Location: TBD County Road 23; Zoned: Residential; Owner: Dalwhinnie Group LLC

Staff Report dated 2-9-24 from the Town Manager presenting a request for extension to meet conditions of approval for the Preserve PUD Preliminary Plat.

Town Attorney Nerlin noted the staff report outlines the history of the planned unit development. Preliminary approval was given in 2006; due to economic conditions an extension was issued in 2018; and two, two year extensions to 2020 and 2022. The applicant is now seeking a three year extension. He explained the Town and applicant are looking at annexing into the Town a small parcel to the south of the subject property. Staff is supportive of the request except is recommending a six month extension to allow review of the annexation process component and proposed lift station infrastructure, to determine a "true time frame".

Based on a question from the Council, the Town Attorney explained the development is a "pre-existing non-conforming development not subject to the river overlay district regulations, but the annexed parcel would be.

Michael Cox representing the applicant, noted this is the second request from the Dalwhinnie Group, previous requests were made by the previous owner. He stated the applicant desires a three extension, but is understanding of the staff recommendation, and will approach the Council again after the review process is completed.

ACTION:

Moved by Mayor Pro Tem Meyer, seconded by Councilor Lakin and unanimously carried to approve an extension for the Preserve PUD Preliminary Plat, of the Savath Subdivision part of Outlot A and the Woodford Addition, for a period of six months with the conditions assigned at the March 14, 2018 approval, and allow up to six months to meet those conditions.

POLICY MATTERS

5. Ridgway Area Chamber of Commerce presentation on marketing and promotion activities

Ashley Perkins, Executive Director for the Ridgway Area Chamber of Commerce, presented the 2023 Annual Report and addressed changes to the Board of Directors; search engine platforms; presented events and projects in 2023; explained the Visitor Guide prepared last year will be used again this year; the Visitor Center will be open from Memorial Day to the end of October; the financials are similar to 2022; reorganization of the board; her position has become full time; the Gravel Adventure Field Guide has been launched.

There were questions from the Council.

6. Sustainability Advisory Board applicants and appointment of member

Staff Report from the Town Manager dated 2-9-24 presenting applicants to the Sustainability Advisory Board.

Manager Neill explained a vacant seat on the Sustainability Advisory Board was advertised and four letters of interest received, two of which have been rescinded. The two remaining applicants are present and available to introduce themselves to the Council, he noted.

Dave Kehmeier and Brian Patton addressed the Council and presented their backgrounds.

ACTION:

Moved by Councilmember Schuyler to appoint Dave Kehmeier to the Sustainability Advisory Board for a three year term. The motion was seconded by Councilmember Lakin and carried unanimously.

7. Memorandum of Understanding with the Colorado Department of Local Affairs concerning the Colorado Main Street Program

The Town Manager presented a Memorandum of Understanding with the Colorado Department of Local Affairs to continue participation in the Main Street Program.

ACTION:

Councilmember Lakin moved, Councilor Kroger seconded, to approve the Memorandum of Understanding between the Town and Department of Local Affairs regarding the Colorado Main Street Program. The motion was unanimously carried.



8. Ratification of letter of support for Sonoran Institute Growing Water Smart application to the Colorado River District Community Funding Partnership

The Mayor presented a letter of support for the Sonoran Institute Growing Water Smart application for the Colorado River District Community Funding Partnership, seeking funding for education, training and project support.

ACTION:

Mayor Pro Tem Meyer moved to ratify the letter of support for the Sonoran Institute Growing Water Smart application to the Colorado River District Community Funding Partnership. Councilor Kroger seconded the motion which carried unanimously.

MISCELLANEOUS REPORTS

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

ADJOURNMENT

The meeting adjourned at 7:00 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

# Town of Ridgway

## Register of Demands

Mar 2024

Name	Memo	Account	Paid Amount
<b>Voyager Youth Program</b>		<b>Alpine-Operating Account</b>	
	Mental Health Fair	5040GO1 · Other Contributions	-200.00
TOTAL			-200.00
<b>Legacy Carts Grand Junction</b>		<b>Alpine-Operating Account</b>	
	golf cart	772POO · Equipment Purchase	-11,000.00
TOTAL			-11,000.00
<b>Impact Promotional Products</b>		<b>Alpine-Operating Account</b>	
	LYVF - glasses	781POO · Events & Festivals	-1,668.55
TOTAL			-1,668.55
<b>Clear Networx, LLC</b>		<b>Alpine-Operating Account</b>	
	internet - Feb 2024	778PO1 · Space to Create Meeting Room	-100.00
TOTAL			-100.00
<b>Bobcat of the Rockies LLC</b>		<b>Alpine-Operating Account</b>	
	zero turn mower with bagger	772POO · Equipment Purchase	-18,880.00
TOTAL			-18,880.00
<b>Clear Networx, LLC</b>		<b>Alpine-Operating Account</b>	
	Mar 2024	543GOO · Telephone	-56.00
	Mar 2024	643GO2 · Telephone	-56.00
	Mar 2024	843GO3 · Telephone	-61.00
	Mar 2024	943WOO · Telephone	-56.00
	Mar 2024	943SOO · Telephone	-56.00
	Mar 2024	530GOO · Computer	-50.00
	Mar 2024	630GO2 · Computer	-50.00
	Mar 2024	730POO · Computer	-50.00
	Mar 2024	830GO3 · Computer	-50.00
	Mar 2024	930WOO · Computer	-50.00
	Mar 2024	930SOO · Computer	-50.00
	Mar 2024	930WOO · Computer	-50.00
	Mar 2024	930SOO · Computer	-25.00
	Mar 2024	630GO2 · Computer	-25.00
	Mar 2024	843GO3 · Telephone	-40.00
TOTAL			-725.00
<b>Kim's Housekeeping LLC</b>		<b>Alpine-Operating Account</b>	
	Feb 2024	779POO · Janitorial Service - parks	-1,228.50
	Feb 2024	779PO1 · Janitorial Services - cntr/thal	-409.50
	Feb 2024	545GOO · Janitorial Services	-409.50
	cleaning - Feb 2024	778PO1 · Space to Create Meeting Room	-227.50
TOTAL			-2,275.00

**Town of Ridgway**  
**Register of Demands**  
Mar 2024

Name	Memo	Account	Paid Amount
<b>Federal Express</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-117.12
TOTAL			-117.12
<b>Caselle Inc</b>		<b>Alpine-Operating Account</b>	
	Apr 2024	914SOO · Consulting & Engineering Servs	-164.50
	Apr 2024	914WOO · Consulting & Engineering Ser...	-164.50
TOTAL			-329.00
<b>Montrose Water Factory, LLC</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-11.06
		732POO · Supplies & Materials	-11.06
		932SOO · Supplies & Materials	-11.06
		932WOO · Supplies & Materials	-11.07
TOTAL			-44.25
<b>Artspace Projects Inc.</b>		<b>Alpine-Operating Account</b>	
	mgmt & cleaning - Feb 2024	778PO1 · Space to Create Meeting Room	-327.72
TOTAL			-327.72
<b>Gerald Barnes</b>		<b>Alpine-Operating Account</b>	
	B. Barnes	536GOO · Wellness Program	-527.87
TOTAL			-527.87
<b>Jeff Rivera</b>		<b>Alpine-Operating Account</b>	
	Rivera	919WOO · Wellness Program	-108.64
	Rivera	919SOO · Wellness Program	-108.65
TOTAL			-217.29
<b>Ryan Hanson</b>		<b>Alpine-Operating Account</b>	
	Hanson	536GOO · Wellness Program	-312.80
TOTAL			-312.80
<b>Black Hills Energy-Broadband</b>		<b>Alpine-Operating Account</b>	
	1/23/24 - 2/22/24	783PO1 · Broadband Station	-16.39
TOTAL			-16.39
<b>Black Hills Energy-Hartwell Park</b>		<b>Alpine-Operating Account</b>	
	1/23/24 - 2/22/24	742POO · Utilities	-40.71
TOTAL			-40.71

**Town of Ridgway**  
**Register of Demands**  
Mar 2024

Name	Memo	Account	Paid Amount
<b>Black Hills Energy-Lift Station</b>		<b>Alpine-Operating Account</b>	
	1/23/24 - 2/22/24	942SOO · Utilities	-24.93
TOTAL			-24.93
<b>Black Hills Energy-PW Building</b>		<b>Alpine-Operating Account</b>	
	1/23/24 - 2/22/24	742POO · Utilities	-103.66
	1/23/24 - 2/22/24	642GO2 · Utilities	-103.66
	1/23/24 - 2/22/24	942SOO · Utilities	-103.67
	1/23/24 - 2/22/24	942WOO · Utilities	-103.68
TOTAL			-414.67
<b>Black Hills Energy-PW Office</b>		<b>Alpine-Operating Account</b>	
	1/23/24 - 2/22/24	642GO2 · Utilities	-32.18
	1/23/24 - 2/22/24	942SOO · Utilities	-32.19
	1/23/24 - 2/22/24	942WOO · Utilities	-32.19
TOTAL			-96.56
<b>Black Hills Energy-Town Hall</b>		<b>Alpine-Operating Account</b>	
	1/23/24 - 2/22/24	742PO1 · Utilities - c cntr/t hall	-91.69
	1/23/24 - 2/22/24	842GO3 · Utilities	-91.69
	1/23/24 - 2/22/24	542GOO · Utilities	-91.69
TOTAL			-275.07
<b>Pureline Treatment Systems</b>		<b>Alpine-Operating Account</b>	
	Feb 2024	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00
<b>Xerox Financial Services</b>		<b>Alpine-Operating Account</b>	
	Xerox lease - Feb 2024	948SOO · Office Equipment - Leases	-7.64
	Xerox lease - Feb 2024	948WOO · Office Equipment - Leases	-15.26
	Xerox lease - Feb 2024	548GOO · Office Equipment - Leases	-129.74
TOTAL			-152.64
<b>Bruin Waste Management</b>		<b>Alpine-Operating Account</b>	
	Feb 2024	516GOO · Refuse Collection Franchise	-16,966.84
TOTAL			-16,966.84
<b>Hartman Brothers Inc</b>		<b>Alpine-Operating Account</b>	
	cylinder lease renewal	661GO2 · Vehicle & Equip Maint & Repair	-48.00
	cylinder lease renewal	961SOO · Vehicle & Equip Maint & Repair	-48.00
	cylinder lease renewal	961WOO · Vehicle & Equip Maint & Repair	-48.00
	Feb 2024	661GO2 · Vehicle & Equip Maint & Repair	-7.92
	Feb 2024	961SOO · Vehicle & Equip Maint & Repair	-7.93
	Feb 2024	961WOO · Vehicle & Equip Maint & Repair	-7.93
TOTAL			-167.78

**Town of Ridgway**  
**Register of Demands**  
Mar 2024

Name	Memo	Account	Paid Amount
<b>In Design Sign, LLC</b>		<b>Alpine-Operating Account</b>	
		639GO2 · Street Signs	-314.00
TOTAL			-314.00
<b>USABlueBook</b>		<b>Alpine-Operating Account</b>	
	chemicals - plant	932WOO · Supplies & Materials	-103.20
	chemicals - plant	932WOO · Supplies & Materials	-272.76
	pump head - plant	931SOO · Maintenance & Repairs	-114.00
	flow valve - plant	931WOO · Maintenance & Repairs	288.00
TOTAL			-201.96
<b>Copy Cats</b>		<b>Alpine-Operating Account</b>	
	name plate - Scoville	546GOO · Council/PC - Materials/Equip...	-30.00
TOTAL			-30.00
<b>Applied Concepts, Inc</b>		<b>Alpine-Operating Account</b>	
	mobil radar trailer	870GO3 · Vehicle Purchase	-10,018.75
TOTAL			-10,018.75
<b>Chris Haaland</b>		<b>Alpine-Operating Account</b>	
	refund lot split application	423GOO · Planning Applications	-250.00
TOTAL			-250.00
<b>Colorado Police Protective Ass...</b>		<b>Alpine-Operating Account</b>	
	training books	821GO3 · Workshops & Training	-5.00
TOTAL			-5.00
<b>John I Clark</b>		<b>Alpine-Operating Account</b>	
	reimb mileage - DOLA presentation - Cl...	521GOO · Confer,Workshops,Training	-343.04
TOTAL			-343.04
<b>Eagle Appraisal Group</b>		<b>Alpine-Operating Account</b>	
	appraisal	572GOO · Property Purchase	-2,060.00
TOTAL			-2,060.00
<b>Hayes Excavation, Inc</b>		<b>Alpine-Operating Account</b>	
	wtr meter vault install - R. School site	931WOO · Maintenance & Repairs	-4,000.00
TOTAL			-4,000.00

**Town of Ridgway**  
**Register of Demands**  
Mar 2024

Name	Memo	Account	Paid Amount
<b>Jonathan Barfield</b>		<b>Alpine-Operating Account</b>	
	reimb - clear sewer main	931SOO · Maintenance & Repairs	-450.00
TOTAL			-450.00
<b>Townsquare Media Montrose</b>		<b>Alpine-Operating Account</b>	
	Dep. Marshal advertising	527GOO · Personnel - Recruitment/Testi...	-1,000.00
TOTAL			-1,000.00
<b>Tourism Council of Carbondale</b>		<b>Alpine-Operating Account</b>	
	C. Corridor membership 2024	532GOO · Creative/Main Street Program	-2,500.00
TOTAL			-2,500.00
<b>Region 10</b>		<b>Alpine-Operating Account</b>	
		5075GO1 · Region 10	-1,464.00
TOTAL			-1,464.00
<b>George Gardner Scholarship F...</b>		<b>Alpine-Operating Account</b>	
		5115GO1 · George Gardner Scholarship...	-1,000.00
TOTAL			-1,000.00
<b>Teledyne Instruments, Inc</b>		<b>Alpine-Operating Account</b>	
	auto sampler - plant	931SOO · Maintenance & Repairs	-6,564.00
TOTAL			-6,564.00
<b>IronEdge Group</b>		<b>Alpine-Operating Account</b>	
	Mar 2024	556GOO · IT Services	-1,546.37
	Mar 2024	615GO2 · IT Services	-11.50
	Mar 2024	729POO · IT	-35.00
	Mar 2024	820GO3 · IT Services	-1,308.38
	Mar 2024	917WOO · IT Services	-817.87
	Mar 2024	917SOO · IT Services	-817.88
TOTAL			-4,537.00
<b>Verizon Wireless</b>		<b>Alpine-Operating Account</b>	
	02/24/24 - 03/23/24	741POO · Telephone	-61.02
	02/24/24 - 03/23/24	943SOO · Telephone	-135.75
	02/24/24 - 03/23/24	943WOO · Telephone	-112.81
	02/24/24 - 03/23/24	843GO3 · Telephone	-203.40
	02/24/24 - 03/23/24	532GOO · Creative/Main Street Program	-40.68
	02/24/24 - 03/23/24	543GOO · Telephone	-91.36
	02/24/24 - 03/23/24	643GO2 · Telephone	-61.02
	02/24/24 - 03/23/24	552GOO · GIS Mapping - admin	-10.01
	02/24/24 - 03/23/24	952SOO · GIS Mapping - sewer	-10.00
	02/24/24 - 03/23/24	952WOO · GIS Mapping - water	-50.02
	02/24/24 - 03/23/24	830GO3 · Computer	-200.05
TOTAL			-976.12

**Town of Ridgway**  
**Register of Demands**  
Mar 2024

Name	Memo	Account	Paid Amount
<b>San Miguel Power Assoc, Inc.</b>		<b>Alpine-Operating Account</b>	
	1/15/24 - 2/15/24	542GOO · Utilities	-98.35
	1/15/24 - 2/15/24	595GOO · Electric Vehicle Charge Station	-240.00
	1/15/24 - 2/15/24	783PO1 · Broadband Station	-227.26
	1/15/24 - 2/15/24	638GO2 · Street Lighting	-410.72
	1/15/24 - 2/15/24	642GO2 · Utilities	-419.79
	1/15/24 - 2/15/24	742POO · Utilities	-335.49
	1/15/24 - 2/15/24	742PO1 · Utilities - c cntr/t hall	-98.35
	1/15/24 - 2/15/24	842GO3 · Utilities	-98.35
	1/15/24 - 2/15/24	942SOO · Utilities	-3,815.73
	1/15/24 - 2/15/24	942WOO · Utilities	-872.61
<b>TOTAL</b>			-6,616.65
<b>True Value</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-80.08
		732POO · Supplies & Materials	-28.96
		732PO1 · Supplies - c cntr/t hall	-372.39
		932SOO · Supplies & Materials	-64.10
		932WOO · Supplies & Materials	-121.56
		861GO3 · Vehicle Maintenance & Repair	-8.40
<b>TOTAL</b>			-675.49
<b>CEBT</b>		<b>Alpine-Operating Account</b>	
	Apr 2024	902SOO · Health Insurance	-1,900.50
	Apr 2024	902WOO · Health Insurance	-1,705.50
	Apr 2024	602GO2 · Health Insurance	-415.50
	Apr 2024	502GOO · Health Insurance	-4,482.00
	Apr 2024	802GO3 · Health Insurance	-3,498.00
	Apr 2024	702POO · Health Insurance	-1,246.50
	Apr 2024	526GOO · Life Insurance (all)	-99.12
	PRDD - Apr - DeFrancesco	66000 · Payroll Expenses (Payroll expen...	-868.00
	PRDD - Apr - Duncan	66000 · Payroll Expenses (Payroll expen...	-47.00
	PRDD - Apr - Neill	66000 · Payroll Expenses (Payroll expen...	-1,255.00
	PRDD - Apr - Schmalz	66000 · Payroll Expenses (Payroll expen...	-40.00
<b>TOTAL</b>			-15,557.12

**STAFF REPORT**

Subject: Request for water leak adjustment - Account #2520.4/Zimmerman  
Initiated By: Pam Kraft, Town Clerk  
Date: February 15, 2024

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**BACKGROUND:**

Attached is a request for a water leak adjustment at 1030 Charles Street submitted by Grant Zimmerman. After being notified by staff of excess usage, the property owner has prepared an area for excavation to locate and repair the leak (see attached email).

---

**ANALYSIS:**

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

**9-1-23: WATER BREAK ADJUSTMENTS.**

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

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

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

The customer used 41,100 excess gallons in January and was billed \$708.94. Calculation for overage of the base allotment is based on the leak adjustment rate of \$11.00 for each 1,000 gallons between 5,000 and 10,000 gallons; \$13.00 between 10,000 and 18,000 gallons; and \$15.00 over 18,000 gallons; and the customer could be awarded a water leak adjustment credit of \$112.40.

---

**FINANCIAL CONSIDERATIONS:**

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

---

ATTACHMENT: Email dated February 13, 2024



## Pam Kraft

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**From:** Grant <grant.zimmerman1@gmail.com>  
**Sent:** Tuesday, February 13, 2024 7:05 PM  
**To:** Pam Kraft  
**Cc:** Wanda Taylor  
**Subject:** Water Break Adjustment  
**Attachments:** Scan 2024\_02\_13 18\_59\_42.pdf

Hi Pam,

My name is Grant Zimmerman, I own and live at 1030 Charles St here in Ridgway. I'm writing to initiate the process to hopefully receive a water break adjustment per Ridgway Municipal Code 9-1-23. I have attached a signed letter to the Town Council requesting the adjustment. I'm not quite sure if the letter is sufficient and would appreciate if you could let me know if I need to provide more/different information for the Council's consideration. I have kept the letter to Council brief, but have gone into detail below.

Here's the relevant background:

- One week ago on Tuesday 2/6 Wanda called me to let me know that it appeared that I had a significant break, with 56,000 gallons on the January bill as compared to 11,000 gallons on my December bill. (Wanda, please feel free to correct if my dates or any other information is wrong)
- The next day, Wednesday 2/7 Randy came out to my home to dig up my meter pit and do a manual read of the meter. Based on that reading, Wanda called on Thursday 2/8 and let me know that it appeared that my leak had gotten worse and that about 4,000 gallons/day was passing the meter.
- There is no physical indication of this leak anywhere on my property. It appears all this water is going further underground, likely adding to the aquifer or maybe popping out somewhere else. I only found out about this leak when Wanda called and then confirmed with Randy's manual meter read.
- Since finding out about the leak I have taken significant steps to remediate it:
  - On Wednesday 2/7 (prior to Wanda telling me just how bad the leak had gotten) I scheduled American Leak Detection to come figure out where my leak was. They came out on Monday 2/12 and identified the likely location of the leak. I also contacted 811 and have had utilities marked in preparation for an excavation to repair the leak. I am currently in the process of hiring a contractor to come out and repair the leak.
  - I'm working as fast as possible to secure a contractor and get the leak repaired, however I also have taken steps to save water in the meantime. I have invested a significant amount of time and money to switch both of my buildings (house & detached garage w/ ADU) over to tanks with pumps allowing me to shut off the water and thus the water leak.

That's the background. One further thing to point out is that this leak spans two billing periods:

- January: 56,100 gallons were recorded as used in January with a total charge of \$708.94. This is five to ten times my normal usage, with a charge that is \$600-\$630 more than normal.
- February: February usage has not been electronically read or billed, but Randy's manual read on 2/7 made it clear that a significant amount of water continued to flow past the meter in February. By switching over to tanks & pumps on Sunday 2/11, I have gotten my water use under control, however there are at least 11 days (not sure when the end of January read was done) of significant water use that will not be billed until March.

*Please advise on how I should handle this multi-billing period issue - should I make a request to Council in both February and March or should I make an estimated payment for February and request an adjustment for both January and February in March?*

Apologies for the wall of text - I appreciate your assistance in this matter. Please let me know if the letter I provided needs any changes, if you need any further information from me and what the next steps would be in this process. You

**STAFF REPORT**

Subject: Request for water leak adjustment - Account #2520.4/Zimmerman  
Initiated By: Pam Kraft, Town Clerk  
Date: March 7, 2024

---

**BACKGROUND:**

Attached is a request for a water leak adjustment at 1030 Charles Street submitted by Grant Zimmerman. After being notified by staff of excess usage, the property owner has prepared an area for excavation to locate and repair the leak (see attached email).

---

**ANALYSIS:**

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

**9-1-23: WATER BREAK ADJUSTMENTS.**

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

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

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

The customer used 24,000 excess gallons in February and was billed \$456.94. Calculation for overage of the base allotment is based on the leak adjustment rate of \$11.00 for each 1,000 gallons between 5,000 and 10,000 gallons; \$13.00 between 10,000 and 18,000 gallons; and \$15.00 over 18,000 gallons; and the customer could be awarded a water leak adjustment credit of \$45.20.

---

**FINANCIAL CONSIDERATIONS:**

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

---

ATTACHMENT: Email dated March 7, 2024

## Pam Kraft

---

**From:** [REDACTED]  
**Sent:** Thursday, March 7, 2024 2:46 PM  
**To:** Pam Kraft  
**Cc:** Wanda Taylor  
**Subject:** Re: Water Break Adjustment

Hi Pam!

I just received my February bill and as expected it does include a high charge from February and I would like to request a water leak adjustment for the February bill as well which included a water charge of \$456.94 for 39,300 gallons. The leak has since been repaired and I should returned to normal water user as of February 11th.

Would it be possible to add this additional water leak adjustment to the upcoming March Town Council meeting? As well, is there anything I can do to assist this process?

Thanks!  
Grant Zimmerman  
(1030 Charles St)

On Wed, Feb 14, 2024 at 4:56 PM Pam Kraft <[pkraft@town.ridgway.co.us](mailto:pkraft@town.ridgway.co.us)> wrote:

Hi Grant – yes you will have to apply again next month after you receive your bill for February.

I will use your email and prepare a recommendation for a water leak adjustment for the January usage. This will be presented to the Town Council at their March meeting, so the credit will show on the bill you receive in April.

Please let me know if you have any questions – thanks, pam



Pam Kraft, MMC

Town Clerk/Treasurer

## AGENDA ITEM #5



## **TOWN OF RIDGWAY, COLORADO OFFICAL PROCLAMATION**

### **Proclaiming the week of April 2-8, 2024, as “INTERNATIONAL DARK SKY WEEK”**

**WHEREAS**, the Town of Ridgway was named a DarkSky International “Dark Sky Community” in July 2020; and

**WHEREAS**, the aesthetic beauty and wonder of a natural night sky is a shared heritage of all humankind; and

**WHEREAS**, light pollution has scientifically-established economic and environmental consequences, which result in significant impacts to the ecology and human health of all communities; and

**WHEREAS**, the Town of Ridgway has shown exceptional dedication to the preservation of the night sky through the implementation and enforcement of a quality outdoor lighting ordinance, dark sky education, and citizen support of the dark skies; and

**WHEREAS**, the experience of standing beneath a starry night sky inspires feelings of wonder and awe, and encourages a growing interest in science and nature, especially among young people and out-of-area visitors within the local communities; and

**WHEREAS**, DarkSky International recognizes April 2-8, 2024, as International Dark Sky Week; and

**WHEREAS**, DarkSky International is the globally-recognized authority on light pollution, and has created International Dark Sky Week to raise awareness of light pollution, and provide free education, resources, and solutions to the public to encourage the protection and enjoyment of dark skies and responsible outdoor lighting.

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

1. That the Town of Ridgway honors and recognizes April 2-8, 2024, as International Dark Sky Week.
2. The Town Council calls upon the citizens of Ridgway to observe this important week and raise awareness and support for protecting our precious dark sky resources.

Dated this 13<sup>th</sup> day of March, 2024.

By: \_\_\_\_\_  
John Clark, Mayor

Attest: \_\_\_\_\_  
Pam Kraft, Town Clerk

## AGENDA ITEM #6

**RESOLUTION NO. 24-06**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
RIDGWAY, COLORADO, SUPPORTING THE OPERATION OF A  
SAN MIGUEL AUTHORITY FOR REGIONAL TRANSPORTATION  
COMMUTER BUS ROUTE WITHIN THE TOWN OF RIDGWAY**

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

**WHEREAS**, many residents of the Town have work and other reasons to travel between the Town of Ridgway and the Town of Telluride and the City of Montrose; and

**WHEREAS**, use of public transportation reduces the impacts of traffic congestion and greenhouse gasses; and

**WHEREAS**, the Town supports the implementation of a commuter bus system that travels between Telluride and Montrose with a stop in the Town of Ridgway operated by the San Miguel Authority for Regional Transportation and desires to adopt this resolution to establish the Town of Ridgway’s commitment to facilitating the operation of this bus route.

**NOW THEREFORE, BE IT RESOLVED** that the Ridgway Town Council hereby supports the operation of the San Miguel Authority for Regional Transportation’s Montrose/Ridgway/Telluride commuter bus route.

**ADOPTED AND APPROVED** this 13<sup>th</sup> day of March 2024.

**TOWN OF RIDGWAY, COLORADO**

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John Clark, Mayor

**ATTEST:**

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Pam Kraft, Town Clerk



## AGENDA ITEM #7



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: March 8, 2024  
Agenda Topic: **Review and action on Right of First Offer Agreement between the Town of Ridgway and Firehouse Investment Real Estate, LLC**

#### SUMMARY:

On January 30, 2024, an application for a Condominium Subdivision from Firehouse Investment Real Estate, LLC ("F.I.R.E.") was approved by the Planning Commission. The specific request was to create condominiums so that each unit can be sold individually. The previously approved and permitted building includes three commercial condo units and three residential condo units. Unit A is on the first floor, Units B, C, and D are on the second floor, and Units E and F are on the third floor. The breakdown of each unit vs common element area is broken down in the table below:

<i>Unit/Space</i>	<i>Floor</i>	<i>Square Footage</i>	<i>Use</i>
Limited Common Elements	All	525	Common Area
General Common Element	All	5947	Common Area
Unit A	First	12953	Restaurant/Hospitality
Unit B	Second	1615	Greenhouse
Unit C	Second	1471	Offices
Unit D	Second	3424	Four (4) Deed Restricted Residential Units
Unit E	Third	3340	Market Rate Residential Unit
Unit F	Third	1950	Market Rate Residential Unit

During the public hearing that took place on January 30<sup>th</sup>, Mr. Patrick O'Leary, Managing Director for F.I.R.E., agreed to explore entering into a Right of First Offer Agreement with the Town for Unit D, the four residential units that will be rented to community members at below market rental rates.

Over the last few weeks, Mr. O'Leary and staff have negotiated the attached Right of First Offer Agreement that would grant the Town a right of first offer to purchase Unit D in accordance with the terms and conditions set forth in the agreement. The agreement does not create an obligation for F.I.R.E. to sell Unit D to the Town or for the Town to purchase Unit D from F.I.R.E. It simply establishes a requirement for F.I.R.E., prior to marketing Unit D for sale, to offer to sell Unit D to the Town, at a commercially reasonable sales price.

#### RECOMMENDED MOTION:

"I move to approve the Right of First Offer Agreement between the Town of Ridgway and Firehouse Investment Real Estate, LLC."

#### ATTACHMENT:

Right of First Offer Agreement

## **RIGHT OF FIRST OFFER AGREEMENT**

By and Between  
Town of Ridgway and Firehouse Investment Real Estate, LLC

THIS RIGHT OF FIRST OFFER AGREEMENT (AGREEMENT) is made and entered into on March \_\_\_\_\_, 2024 by and between the Town of Ridgway, State of Colorado, a Colorado home rule municipality ("Town") and Firehouse Investment Real Estate, LLC, a Colorado limited liability company ("F.I.R.E."). Town and F.I.R.E. shall hereinafter collectively be referred to as the "Parties" and generically as a "Party." This Agreement memorializes the verbal agreement between the Parties related to the right of first offer to purchase property.

### **RECITALS**

**WHEREAS**, F.I.R.E. is the owner of certain real property defined as the "Property," such property being located in the Town of Ridgway, County of Ouray, Colorado and more particularly identified on Exhibit A.

**WHEREAS**, F.I.R.E. has agreed to grant to the Town a right of first offer (the "Right of First Offer") to purchase the Property in accordance with the terms and conditions hereinafter set forth.

**NOW THEREFORE**, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

### **SECTION 1. AGREEMENT**

- A. Notice of Intent to Sell. F.I.R.E. agrees that prior to marketing the Property for sale, F.I.R.E. shall offer to sell the Property to the Town, at a commercially reasonable, sales price by providing the Town with a written notice which contains the basic terms of such proposed sale (the "Offer Notice").
- B. Offer to Purchase. The Town shall have 30 days after receipt of the Offer Notice to give written notice to F.I.R.E. of its desire to purchase the Property as outlined in the Offer Notice (the "Town's Offer"). Thereafter, the Town shall prepare a purchase and sale agreement, containing all of the terms and conditions pursuant to which the Town would agree to purchase the Property (the "Offer Purchase Agreement"). Failure by the Town to give the Town's Offer on a timely basis shall be deemed a waiver of the Right of First Offer and thereafter the Right of First Offer shall be of no further force or effect.
- C. Acceptance or Rejection of Offer. Within 10 days after the date of receipt of the Town's Offer (the "Response Period"), F.I.R.E. shall either accept the Town's Offer by delivering an executed Offer Purchase Agreement to the Town, or reject the Town's Offer by delivering written notice to the Town and stating the reasons for such rejection (the "Rejection Notice"). The failure of F.I.R.E. to either execute such Offer Purchase Agreement or deliver the Rejection Notice within the Response Period shall be deemed a rejection of the Town's Offer.
  - i. If F.I.R.E. accepts the Town's Offer, the Town will have an additional 45 days to conduct due diligence. During the said 45-day diligence period, if the Town determines, in its sole discretion, that the Property is unsuitable for its needs, the Town may elect to terminate the Offer Purchase Agreement by delivering written notice to F.I.R.E. Should the Town elect

to terminate the Offer Purchase Agreement its Right of First Offer shall be forfeited, subject to the terms of Subsection D below. If the Town determines that the Property is suitable for its needs, then the sale transaction shall be consummated in accordance with the terms of the Offer Purchase Agreement. If the Town defaults in its obligation to close the transaction on the terms contained in the Offer Purchase Agreement, then the Right of First Offer shall be deemed forfeited and of no further force or effect.

- ii. If F.I.R.E. rejects or is deemed to have rejected the Town's Offer for failure to respond on a timely basis, then the Parties will negotiate in good faith for a period of 15 days after expiration of the Response Period, and attempt to agree upon terms of a sale and purchase mutually acceptable to both Parties. In the event that the Parties, after negotiating in good faith, are unable to achieve terms of a sale and purchase and execute a mutually acceptable Offer Purchase Agreement within such 15-day period, the Town's Right of First Offer shall be deemed waived and of no further force or effect. If the Town defaults in its obligation to close such transaction on the agreed-upon terms of a sale and purchase, then the Right of First Offer shall be deemed forfeited and of no further force or effect.

D. Unsuccessful Negotiation. If the Parties are unable to reach an agreement within the time period set forth in Paragraph C.(ii) above, F.I.R.E. shall be free to consummate a sale or transfer to any bona fide third party for any consideration and upon any terms.

E. Two Year Limitation. If F.I.R.E. shall not have conveyed title to the entire Property as contemplated in Paragraph C.(ii) above on or before two years after the expiration of the Response Period, then the Right of First Offer contained herein shall be reinstated, and F.I.R.E. shall be required to reoffer to sell the Property to the Town in accordance with the terms and conditions of this Section 2 prior to undertaking any further marketing or sale of the Property.

## **SECTION 2. PERMITTED TRANSFERS**

Notwithstanding anything in the foregoing to the contrary, the Town shall not have such Right of First Offer in the event that: (i) F.I.R.E. proposes to sell, transfer or convey all or any portion of the Property to an affiliate of F.I.R.E.; or (ii) F.I.R.E. proposes to sell, transfer or convey all or any portion of the Property in connection with a corporate reorganization of F.I.R.E.

## **SECTION 3. NOTICES**

Any notice, request or demand required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed sufficiently given if addressed to the Parties set forth below or as they may hereafter specify by written notice delivered in accordance herewith, and if (a) personally delivered by messenger, (b) sent prepaid by Federal Express (or a comparable guaranteed overnight delivery service), or (c) deposited in the United States first class mail (certified, postage prepaid), as follows:

If to Town: 201 N. Railroad St.  
P.O. Box 10  
Ridgway, CO 81432  
Attention: Preston Neill

If to F.I.R.E.: P.O. Box 1182  
Ridgway, CO 81432  
Attention: Patrick O'Leary

The address(es) may be changed by any Party by giving written notice thereof to the other Party in accordance with the requirements of this Section. Such notices shall be deemed to have been given three (3) days after having been deposited in the United States first class mail (certified, postage prepaid); upon receipt when delivered by messenger; or the next day when sent guaranteed overnight delivery by Federal Express or another comparable overnight delivery service.

#### **SECTION 4. ONGOING FISCAL OBLIGATION**

Notwithstanding the duration of this Agreement, this Agreement shall not constitute a multi-year fiscal obligation of the Town of Ridgway

#### **SECTION 5. MISCELLANEOUS**

- A. Successors and Assigns. This Agreement is a personal undertaking by F.I.R.E. and shall not be binding on its successors and assigns; provided, however, that in the event F.I.R.E. sells, transfers or conveys its interest in the Property to an affiliate in accordance with Section 2 of this Agreement, this Agreement shall be binding upon and inure to the benefit of such affiliate. This Agreement will not be recorded in the title records of Ouray County, Colorado, or elsewhere.
- B. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. In the event that F.I.R.E. sells, transfers or conveys its interest in the Property to an affiliate in accordance with Section 2 of this Agreement, this Agreement shall automatically be assigned to such affiliate, and the consent of the Town shall not be required.
- C. Prevailing Party. In the event any claim is asserted by or against either of the Parties hereto with respect to this Agreement or the subject matter hereof, the Party prevailing in any litigation resulting from such claim shall be entitled to receive reasonable attorneys' fees and expenses incurred by the prevailing Party in such litigation from the other Party.
- D. No Brokers. Town represents and warrants to F.I.R.E. that the Town has not incurred any obligation or liability, contingent or otherwise, for brokerage or finder's fees or agent's commissions or other like payment in connection with this Agreement and the transactions contemplated herein. F.I.R.E. represents and warrants to the Town that F.I.R.E. has not incurred any obligation or liability, contingent or otherwise, for brokerage or finder's fees or agent's commissions or other like payment in connection with this Agreement and the transactions contemplated herein.
- E. Warranties of Authority. The Parties expressly warrant and represent to each other that they have the full right, title and authority to enter into this Agreement as provided herein, and that no approvals or consents of any other persons, entities or agencies are necessary to affect the same.
- F. Entire Agreement. This Agreement constitutes the entire agreement between F.I.R.E. and the Town with respect to the subject matter hereof, and this Agreement shall only be amended by an agreement in writing signed by the Parties.

- G. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado, venue is proper in Ouray County.
- H. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall constitute but one and the same document. Documents obtained via electronic imaging sent by email or via facsimile machine shall also be considered as originals.
- I. Severability of Terms. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- J. No Waiver. No failure to exercise and no delay in exercising any right, power or remedy under this Agreement shall impair any right, power or remedy, which any Party may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies or an acquiescence in any breach or default under this Agreement.
- K. Future Assurances. The Parties shall execute such additional documents and perform such further acts as may reasonably be necessary to give effect to the purposes of this Agreement.
- L. Survival. The warranties and representations of the Parties contained in this Agreement are deemed to survive the execution and effectiveness hereof.
- M. Review. This Agreement has been carefully read by the Parties, the contents hereof are known and understood by the Parties, and it is signed freely by each Party executing this Agreement. Each Party has had the opportunity to confer with independent legal counsel in reviewing this Agreement.

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

TOWN OF RIDGWAY

FIREHOUSE INVESTMENT REAL ESTATE, LLC

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

By: \_\_\_\_\_  
Patrick O'Leary, Firehouse  
Investment Real Estate, LLC

#### **ACKNOWLEDGEMENTS**

State of Colorado  
County of Ouray

Signed before me on \_\_\_\_\_, 20\_\_\_\_\_

by John I. Clark, Mayor.

(Seal Below)

\_\_\_\_\_  
Notary's official signature

\_\_\_\_\_  
Title of Office

\_\_\_\_\_  
Commission Expiration

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed before me on \_\_\_\_\_, 20\_\_\_\_\_

by Patrick O'Leary, Firehouse Investment Real Estate, LLC.

(Seal Below)

\_\_\_\_\_  
Notary's official signature

\_\_\_\_\_  
Title of Office

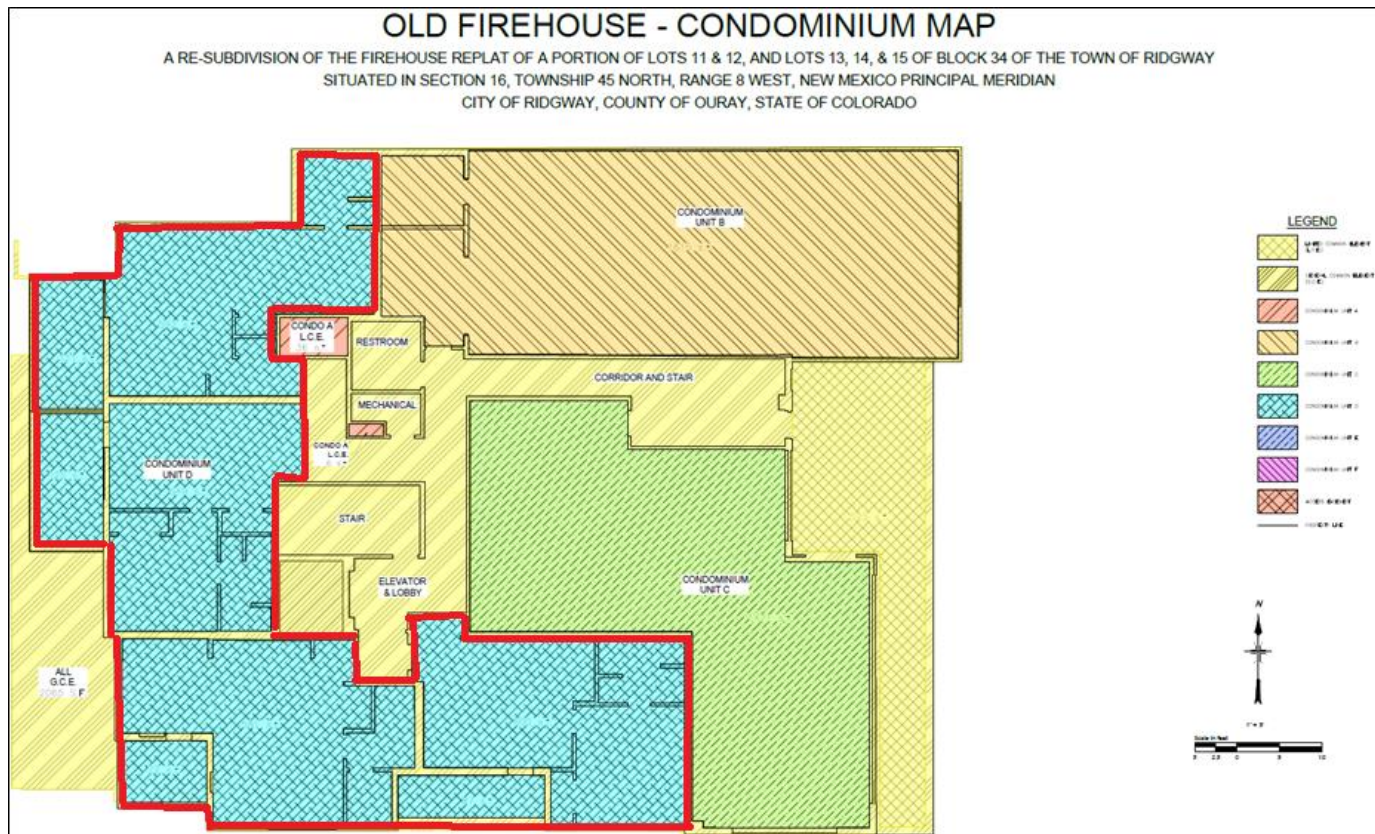
\_\_\_\_\_  
Commission Expiration

# EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY:

*Condominium Subdivision for Old Firehouse Condominiums, A Replat of the Firehouse Replat of a Portion of Lots 11 & 12, and Lots 13, 14, and 15 of Block 34 of the Town of Ridgway, Unit D*

A GENERAL DEPICTION OF UNIT D IS PROVIDED IN THE IMAGE BELOW (OUTLINED IN RED):





## AGENDA ITEM #8

## TEMPORARY ACCESS AGREEMENT

THIS TEMPORARY ACCESS AGREEMENT (this “**Agreement**”), dated as of March 13, 2024 (“**Effective Date**”), is by and between the TOWN OF RIDGWAY, a home-rule municipality and political subdivision of the State of Colorado (“**Grantor**”); and ECHO PROPERTIES CORP., a Colorado corporation (“**Echo Properties**”); Railroad Depot Funding LLC, a Colorado limited liability company (“**Depot Funding**”); Ridgway Railroad Museum (“**RRM**”); and Ouray County Ranch History Museum (“**OCRHM**”) (collectively referred to hereinafter as “**Grantee**”).

### RECITALS

**A.** Echo Properties is the owner of real property comprising approximately 16.7 acres of land located in Ridgway Colorado, more particularly described on Exhibit A, attached hereto and incorporated herein, and Depot Funding is the owner of real property comprising approximately 0.6 acres of land located in Ridgway Colorado, more particularly described on Exhibit B, attached hereto and incorporated herein, (both properties combined referred to hereinafter as the “**Property**”).

**B.** The western boundary of the Property is adjacent to the eastern boundary of Railroad Street, Ridgway, Colorado.

**C.** RRM and OCRHM operate museums on the Property.

**D.** The Parties wish to provide for temporary access pending the potential negotiation of a long term license agreement regarding access, without prejudice to either Party’s position regarding its respective rights, claims or defenses (collectively “**Rights**”) if such agreement is not reached.

**NOW, THEREFORE**, in consideration of the premises and the covenants stated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

### ARTICLE 1. GRANT OF LICENSE

#### 1.1 Grant of Revocable License.

(a) Grantor hereby grants a nonexclusive revocable license to Grantee, its guests, employees, authorized agents and contractors, for ingress, egress, entry and access over the Property by way of Railroad Street at the points as further depicted on **Exhibit C**, attached hereto and incorporated herein as the N. Farm Access, the Middle Access, and the W Depot Access.

(b) This Agreement is intended and shall be construed only as a temporary license and is not intended to be a grant of an easement or any other interest in the Property.

1.2 License Revocable; Restoration of Property. Grantor shall be entitled to revoke the license granted under this Agreement at any time with 60 days prior written notice to Grantee.

**ARTICLE 2.**  
**ASSIGNMENT AND TERMINATION**

2.1           Assignment, Successor and Assigns. Grantee may not assign or delegate this Agreement or its rights and obligations hereunder without the prior written consent of Grantor, which may be granted or withheld in Grantor's sole discretion. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

2.2           Termination. This Agreement shall automatically terminate, without any further action of either Grantor or Grantee, on March 13, 2025.

**ARTICLE 3.**  
**MISCELLANEOUS**

3.1           Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Colorado, excluding any conflict of law principles that would direct application of the laws of another jurisdiction. This Section shall survive indefinitely. Venue is proper in Ouray County District Court.

3.2           Authority to Enter into Agreement. Grantor and Grantee each represents and warrants to the other that it has full right, power and authority to enter into and perform this Agreement, that it has taken all requisite action to authorize the execution, delivery and performance of this Agreement, and that the person signing this Agreement on behalf of the parties hereto has the full power to do so, with the effect of fully binding such party.

3.3           Further Assurances. The parties shall execute such additional documents and perform such further acts as may reasonably be necessary to give effect to the purposes of this Agreement.

3.4           Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

3.5           Recitals: The Recitals stated above are incorporated into this Agreement.

3.6           No Admission and Reservation of Rights: The Parties agree that each Party fully retains and reserves their respective Rights, which are independent of this Agreement; and nothing in this Agreement is to be construed in any way as an admission against interest or as a waiver of any Rights.

**IN WITNESS WHEREOF**, the Grantor and Grantee, and each of them, has caused this Agreement to be duly executed as of the Effective Date.

*Signatures on next page.*

**GRANTOR:**

**TOWN OF RIDGWAY**, a home-rule municipality and political subdivision of the State of Colorado

By: \_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

ATTEST: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

*Grantee Signatures continued on next page*

**GRANTEE:**

**RAILROAD DEPOT FUNDING, LLC, a Colorado limited liability company**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**ECHO PROPERTIES CORP., a Colorado corporation**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**RIDGWAY RAILROAD MUSEUM, a Colorado Non-Profit Corporation**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

**OURAY COUNTY RANCH HISTORY MUSEUM, a Colorado Non-Profit Corporation**

By: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

## **Exhibit A**

To Reciprocal License Agmt  
(Legal Description of Echo Properties property)

A part of Tract A of the Park Subdivision, Town of Ridgway, County of Ouray, State of Colorado, as described in the Warranty Deed recorded June 23, 1989 at Book 210, Pages 715-716, Reception Number 144927, Ouray County Clerk and Recorder's Records, and as depicted on the boundary survey attached thereto, and more particularly described as follows:

Beginning at the northwest corner of said Tract A of the Park Subdivision; thence S 88°44'59"E 660.01 feet along the north boundary of the S1/2NW1/4 of Section 16, Township 45 North, Range 8 West, N.M.P.M.; thence S 01°21'48"W 1195.07 feet; thence S 89°02'25"W 360.55 feet; thence S 87°35'20"W 189.74 feet; thence N 03°48'17"W 1225.86 feet to the point of beginning.

County of Ouray  
State of Colorado

**Exhibit B**

To Reciprocal License Agmt  
(Legal Description of Railroad Depot Funding property)

Lot 1, Mitchell Subdivision No. 2 as shown on the plat recorded May 3, 1988 at Reception No.  
142666, Ouray County Records

County of Ouray  
State of Colorado

Exhibit C

N Farm  
Access

$N38^{\circ}09'18''$

Middle  
Access

$W107^{\circ}45'13''$

West Depot  
Access

Google Earth

©2018 Google





## AGENDA ITEM #9



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: March 8, 2024  
Agenda Topic: **Notice of Award for the Green Street Park Master Plan Project**

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**SUMMARY:**

The Town issued a Request for Proposal (RFP) for the Master Plan for Green Street Park in early February. The RFP sought qualified and experienced individuals or firms to provide a plan, process, and approach for the public engagement and master planning for a parcel known as Green Street Park. The full RFP can be viewed by clicking [HERE](#). Proposals were due by 10:00 a.m. on March 1<sup>st</sup>.

Objectives identified in the RFP were as follows:

1. Develop an overall evaluation of Green Street Park for park and sustainability-driven amenities and site opportunities and constraints. The plan should address how each park amenity functions in relation to the others with program elements based on the big picture.
2. Provide a priority list of elements, uses and facilities for Green Street Park to meet current and future desires of the community.
3. Conceptually design the new park elements in accordance with federal, state and local standards, ADA accessibility standards and specifications.
4. Name the park as the “Green Street Sustainability Park” with all amenities and uses falling in line with the theme of sustainability and climate friendliness. Park amenities and uses that may be considered for conceptual development could include, but are not limited to:
  - Community Solar Garden and Microgrid
  - Pollinating Plants
  - Evergreen tree visual and sound buffer
  - Outdoor Sustainability Education Center
  - Landscaping that promotes water conservation
  - Interpretive Perimeter Trail
  - Exercise Circuit Trail
  - Covered Picnic Pavilion
  - Electric Vehicle Chargers
  - Information Kiosks

The RFP also noted the following: “...the Town has been working with San Miguel Power Association over the last year to evaluate the construction and implementation of a community solar garden and microgrid at Green Street Park to serve as an emergency power system to provide electrical resilience to the Ridgway community. The Ridgway Town Council has expressed strong interest in a community solar garden and microgrid being the prominent and noteworthy feature of Green Street Park.”



The Town received the following three proposals:

- DHM Design \$29,995
- Stan Clauson Associates, Inc. \$21,000
- Superbloom \$23,000

A review committee was assembled and reviewed the bids against the review criteria listed in the RFP. **The review committee has recommended that the Town enter into a Professional Services Agreement with Superbloom for the project.** Superbloom is a landscape architecture firm located in Denver that specializes in large-scale landscape vision planning and design. Their practice of transformative design was founded on a commitment to crafting meaningful connections between people and the land. Their name refers to the desert “superbloom” and the latent potential of design to create spectacular future conditions. Staff feels that Superbloom is a good fit to complete this important community project. If awarded, Superbloom anticipates completing the project by mid-July. Attached to this staff report is the “Detailed Work Plan” and “Schedule” from Superbloom’s proposal.

**FINANCIAL IMPLICATIONS:**

The Green Street Park Master Plan Project was budgeted for in the FY2024 Budget at a total amount of \$25,000. Superbloom’s proposal came in just under the budgeted amount. However, there may be a few modifications to the proposed cost to ensure adequate in-person attendance at the public meetings from the Superbloom key staff team. Even with a slight increase to the proposed cost, staff and the selection committee feel that the Budget can accommodate this modification and recommend moving forward with a Notice of Award on this project.

**PROPOSED MOTION:**

“I move to authorize staff to enter into a Professional Services Agreement with Superbloom for the Green Street Park Master Plan Project.”

**ATTACHMENT:**

Detailed Work Plan and Schedule

# Detailed Work Plan

## Phase 1 Project Initiation & Program Validation – 1 month (March/April)

### 1 Month (March/April)

Building on the great work already completed in the first master plan for Green Street Sustainability Park, this first phase will include a project kick off, initial site visit, site analysis, and community meeting to review the desired program for the park. A first step will be a virtual kick off meeting with our team and Town staff. In this meeting we will create a more detailed schedule and set all key meeting dates and milestones for the project. We will also review the history of the project with you and discuss key stakeholders that should be included such as the Town's Sustainability Advisory Board (SAB) and Town's Parks, Trails and Open Space Committee and Town Council. Next we will organize an in-person all day project meeting and design charette in Ridgway. This will include a site visit and public meeting where we will discuss the program ideas and refinement with community members and stakeholders. The goal of this meeting is to develop the key themes, major high level concepts for the park and priority program and activity elements. We will ask the community about their priorities and what they would like to see and do at the new park. After the public meeting and site visit, Superbloom will sketch a few design options to review with town staff before moving on to the next phase. We will also meet with San Miguel Power or any other key experts and constituents during this time regarding the solar garden and agrovoltaics.

#### Tasks:

- Engage with Town staff, boards, and constituents in a participatory visioning process
- Gather all existing information about the site including base maps and data
- Refine project principles, goals and objectives
- Aerial drone photography
- Identify code and permitting requirements, processes and timelines
- Conduct site analysis and ecological analysis of potential enhancement areas
- Identify and refine desired program for the park with the community
- List of stakeholders and key participants
- Research/interviews with experts regarding solar garden and agrovoltaics and study solar configuration options

#### Meetings:

- Kick off Meeting with Town staff (virtual)
- One (1) site visit combined with public meeting with community and stakeholders to review program options

#### Deliverables:

- Sketchbook of Analysis Drawings
- Schedule and refined detailed timeline
- Program Options Presentation for Community Meeting
- Meeting/feedback summary from public meeting

## Phase Concept Designs

2

1 Month  
(May)

Superbloom will review the input from the community on program site analysis and information gathered from the site, and we will develop two (2) concepts for your review. These concept sketches will include ideas about program, educational elements, circulation, outdoor gathering spaces, planting, levels of maintenance, solar panels, hydrology, and ecological elements. After receiving Town staff feedback, we will refine the two concepts at sketch level into a presentation for the community and key committees for review.

### Tasks:

- 2-3 hand-sketch concept plans with drawings and images to convey design ideas
- Conceptual drawings and renderings for community feedback
- Create presentation and graphic materials for Community Meeting to review concept options

### Meetings:

- 1 Community Meeting (Ridgway)
- 2-3 meetings with Town staff (virtual)

### Deliverables:

- Presentation materials for 1 community meeting
- 2 concept sketches
- Meeting Summaries

## Phase Final Master Plan

3

1 Month  
(June/July)

After getting feedback from Town staff, stakeholders and the community, Superbloom will synthesize the most compelling ideas and concepts into a single design direction. We will create an updated master plan drawing and several illustrations and graphics to help explain the design and the experience of the park.

### Tasks:

- 2-3 updated renderings and visual illustrations of final design
- Create presentation with supporting graphics and materials for community meeting
- High level cost estimate for budgeting (optional, if requested)

### Meetings:

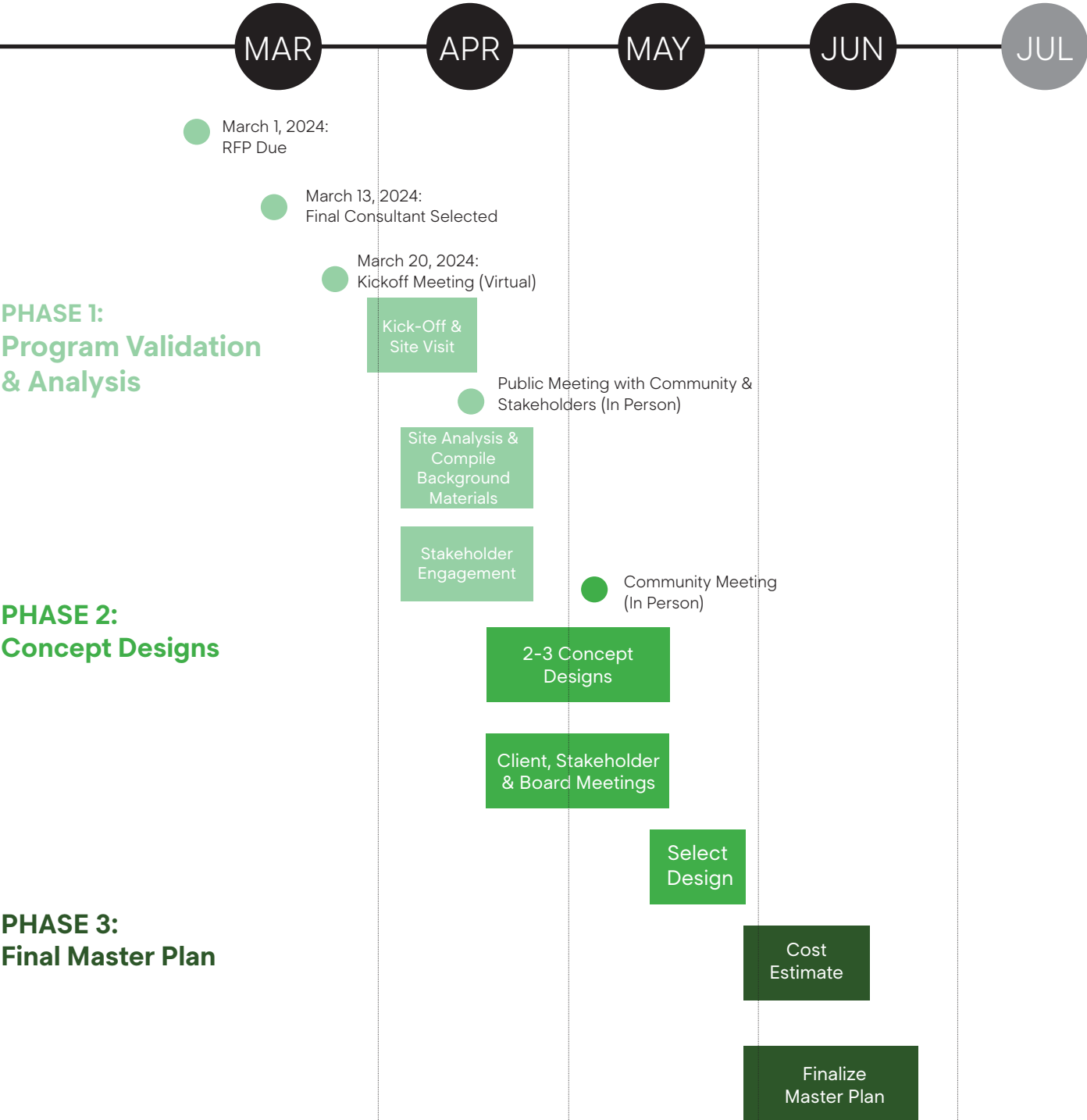
- 1 Community Meeting (in person )
- 2-3 meetings with Town staff (virtual)

### Deliverables:

- 2-3 Renderings & Visual Illustrations for Community Meeting
- One Concept Plan Submittal + 1 Round of Revision
- Presentation materials for 1 community meeting
- Meeting Summaries

# Schedule

We will work closely with you to create a specific schedule that addresses time constraints and public meeting deadlines. Based on our experience and outlined tasks, we anticipate the below timeline.



## AGENDA ITEM #10



Home Trust of  
Ouray County

Town of Ridgway  
City of Ouray  
Ouray County

Collaboration on a

**Housing Services  
Provider**





*The mission of the Home Trust is to to grow an inclusive, economically diverse community by providing permanently affordable housing and housing-related resources to modest income households in Ouray County through the stewardship of community assets.*

❖ In operation since 2021 with an operating budget of \$300,000-400,000 in 2022 & 2023

## How We Got Here

- Ouray County exists in a gap in housing services between Montrose and San Miguel Counties.
- A non-profit housing services provider can perform all the functions of a Housing Authority, except collecting a tax, and operates faster and more efficiently.
- Collaboration among the three local governments is essential to address a large problem like the housing crisis.
- Representatives of the three local governments met in February to discuss the housing services needed.
- This presentation includes services discussed as well as additional services HTOC believes would be beneficial to the local governments and community.
- Compare the cost of providing these services separately in-house, versus collaborating with one service provider?



# Board of Directors

- Alex Durham - President
- Shirley Diaz – Vice President
- Jeanne Jambor – Treasurer
- Marc Hitchcox – Secretary

## Trustee Representation

- Jodi Brown
- Craig Spearman

## Government Representation

- Josh Smith – City of Ouray
- Preston Neill – Town of Ridgway
- Jake Niece – Ouray County



# Staff & Contractors

## In-House Staff

- Andrea Sokolowski – Executive Director
- Kelly Goodin – Director of Community Outreach & Partnerships

## Contracted Services

- Kristin King-Ries –Attorney
- Lori Sharp & Amy Stahlin – Grants
- Micaela Folsom – Bookkeeper



# Why Use the Home Trust?

- Economy of Scale: Efficient for one organization to provide similar services to three local governments, rather than triplicating efforts in-house.
- The Home Trust is owned and controlled by community stakeholders with oversight, input, and direction provided by local governments.
- Track record of coordinating and collaborating with local governments.
- HTOC has an existing organizational structure, and can increase organizational capacity.
- Board & staff are experienced in affordable housing concepts, regulations, and best-practices.

# Summary of Housing Services



Deed Restriction &  
Property Management



Housing Construction &  
Preservation



Program Creation and  
Maintenance





# Deed Restriction & Property Management

- Conduct homebuyer selection, sale, & resale processes including initial applications & lotteries
- Continuing qualification & compliance verification
- On the ground deed restriction management & enforcement including site visits.
- Grant administration & reporting
- Property management for rentals including initial lease-up process
- Local presence for homebuyers and renters

Architectural blueprints showing floor plans with dimensions and room layouts. The blueprints are rolled up, with some sheets visible in the foreground and others in the background. The dimensions are in feet and inches, and the room layouts are clearly defined with lines and labels.

# Housing Development: Construction & Preservation

- Obtain funding through grants with local match, private donations, price reductions with tax incentives
- Perform community outreach and stakeholder engagement
- Draft the Request for Proposal (RFP) or Request for Qualifications (RFQ)
- Conduct architect and general contractor selection process
- Project Management:
  - Interface with the design team and general contractor
  - Ensure the project is completed on time and on budget



# Program Creation & Operation

- GOAL COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.
- POLICY COM-1.1: Workforce Housing  
Work with Ouray County and the City of Ouray to develop housing units designed and priced for employees living and working in Ouray County. The Town of Ridgway should initially focus on those living and working in Ridgway.
- POLICY COM-1.3: Public-Private Partnerships  
Continue to explore opportunities to partner with private or non-profit developers on the construction of affordable and workforce housing.
- POLICY COM-1.6: Multi-Generational Housing  
Support the development of housing options designed to accommodate multi-generational needs to allow residents the opportunity to age in place.
- GOAL COM-2: Encourage a diversity of housing options that meet the needs of residents.
- POLICY COM-2.1: Diversity of Housing Types  
Encourage new developments to accommodate a variety of housing sizes, household types, tenure types, densities, and prices.
- POLICY COM-2.2: Housing Options  
Support the development of a range of housing options in Ridgway, as appropriate in different parts of the community, including, but not limited to small homes, accessory dwelling units, townhomes, live/work units, and small-scale apartments or condominiums.

\*Sourced from Ridgway Master Plan



# Program Creation & Operation

- Create housing guidelines and implement the goals and actions of the local governments Community and Master Plans.
- Coordinate housing needs assessments on a recurring basis as required for Prop 123 funds.
- Identify, assess, and acquire land-banking sites for future affordable housing.
- Create inventory of city, county, and other public or special district owned property that may be suitable for housing development.
- Inventory of all deed restrictions
- Facilitate homebuyer education classes required for first time homebuyers through Housing Resource of Western Colorado.
- Assist in preservation of existing affordable housing that is not deed restricted.



# Financial Benefit

- Each local government pays for part-time, but has one or more FTE at its disposal
- Hiring & onboarding burden handled by Home Trust
- Lower cost than creating an in-house housing department or a Housing Authority
- Enables local governments to create and **maintain** affordable housing with **local control**
- Contracting with a housing services provider enables long term planning and a sustainable business model for our community

# Next Steps

- Council determines what services it wants. Other local governments will do the same.
- Q2 joint work session with all three local govts.
- Goal is to settle on a list of services and expectations all three governments agree on.
- Review job descriptions based on desired services.
- Task staff to write a contract/MOU/purchase of services agreement that can be incorporated into 2025 budgets.
- HTOC will be ready to provide these services in 2025.



<b><u>DRAFT</u> Housing Services Matrix <u>DRAFT</u></b>	<b>City of Ouray</b>	<b>Town of Ridgway</b>	<b>Ouray County</b>
<b>Deed Restriction &amp; Property Management</b>			
Conduct applicant qualification screenings including income verification			
Ensure continuing qualification & compliance of owners and renters			
Oversee sale and resale processes, including housing lotteries			
Grant application, administration, and reporting			
Ensure compliance with federal, state, and local regulations			
On the ground deed restriction management & enforcement including site visits			
Serve as a local presence for homebuyers and renters			
Perform community outreach and stakeholder engagement			
Oversee ongoing monitoring, evaluation, and reporting of loans and grants in local government's portfolios, including both services and capital projects, for contract and regulatory compliance. Engages directly with agencies for which compliance actions are necessary, coordinating with local governments and legal staff.			
Analysis and tracking of funding streams to ensure efficient, equitable and timely allocation.			
Manage the day-to-day operation of the Housing Services Programs			
Support other projects and special initiatives as requested.			
Property management for rentals including initial lease-up process			
<b>Housing Construction &amp; Preservation</b>			
Perform community outreach and stakeholder engagement			
Manage all phases of development including initial financial feasibility analysis, proformas, overseeing design development, securing all necessary financing, procuring and contracting with all third-party consultants, overseeing construction efforts and timeline.			
Manage tasks necessary to obtain entitlements and public approval, including community design meetings, submission of entitlement applications, attendance at public hearings.			
Secure funding commitments for projects, including pre-development, interim financing, permanent debt, equity investments, and public or private subsidies; have the ability to creatively combine financing tools to leverage housing funds.			
Build and maintain a pipeline of affordable housing and projects.			
Create, monitor and manage project budgets, manage the project invoice and requisition process in coordination with the Finance Team.			



Lead the project team of architects, engineers, contractors, property management and other professionals, with limited supervision, to achieve the objectives of the project.			
Coordinate with property management and Community Outreach Director during predevelopment and construction to ensure smooth tenant relations.			
Manage projects during construction.			
Perform site inspections and due diligence, evaluating and highlighting opportunities and risks.			
Organize, negotiate, coordinate, document and facilitate project partnership and land escrow closings.			
Formulate and execute strategy for successful applications in response to Requests for Proposals (RFPs).			
Develop and maintain relationships with HTOC partners, including neighborhood and community organizations, public officials, funders, local sponsors and stakeholders to foster support for affordable housing development.			
<b>Program Creation &amp; Maintenance</b>			
Create housing guidelines and implement the goals and actions of the local governments Community and Master Plans.			
Coordinate housing needs assessments on a recurring basis as required for Prop 123 funds.			
Identify, assess, and acquire land-banking sites for future affordable housing.			
Create inventory of city, county, and other public or special district owned property that may be suitable for housing development.			
Inventory of all deed restrictions and other Affordable Housing options			
Facilitate homebuyer education classes required for first time homebuyers through Housing Resource of Western Colorado.			
Track and manage housing data and annual performance measures that support local housing plans and manage implementation of the plan across multiple program areas.			
Grant application, administration, and reporting			
Ensures compliance with federal, state, and local laws and regulations			
Serve as a local presence for homebuyers and renters			
Perform community outreach and stakeholder engagement			
Engages directly with agencies for which compliance actions are necessary, coordinating with municipal management and legal staff.			
Support other projects and special initiatives as requested.			
Identify potential development opportunities, leveraging non-profit, corporate, individual, and governmental partners;			
Manages the day-to-day operation of the Housing Programs			

<b>Goals from Ridgway Master Plan</b>			
GOAL COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.			
POLICY COM-1.1: Workforce Housing - Work with Ouray County and the City of Ouray to develop housing units designed and priced for employees living and working in Ouray County. The Town of Ridgway should initially focus on those living and working in Ridgway.			
POLICY COM-1.3: Public-Private Partnerships - Continue to explore opportunities to partner with private or non-profit developers on the construction of affordable and workforce housing.			
POLICY COM-1.6: Multi-Generational Housing - Support the development of housing options designed to accommodate multi-generational needs to allow residents the opportunity to age in place.			
GOAL COM-2: Encourage a diversity of housing options that meet the needs of residents.			
POLICY COM-2.1: Diversity of Housing Types - Encourage new developments to accommodate a variety of housing sizes, household types, tenure types, densities, and prices.			
POLICY COM-2.2: Housing Options - Support the development of a range of housing options in Ridgway, as appropriate in different parts of the community, including, but not limited to small homes, accessory dwelling units, townhomes, live/work units, and small-scale apartments or condominiums.			
<b>Goals from Ouray County current Master Plan (1999)</b>			
The residents of Ouray County desire attainable and varied housing options for all segments of the population.			
To assure the continuing availability of diverse housing to meet the needs of the County's growing population.			
Encourage and foster intergovernmental agreements that uphold the intent of this master plan with any areas of concentrated residential development that undertake a process of incorporation.			
<b>Goals from City of Ouray Community Plan</b>			
Develop new housing programs through work with local governments, DOLA, lenders, partners, local Housing Committees, other non-profits, and other stakeholders addressing community housing needs.			
Create an attainable housing incentive program that encourages attainable rental housing and for-sale housing throughout the community.			
Create a seasonal housing program that could include dormitories, POD style housing, and camps.			
Create incentives and programs for employers to address housing needs.			

## AGENDA ITEM #11





To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: March 8, 2024  
Agenda Topic: **Review and action on Memorandum of Understanding between the Town of Ridgway and Artspace Projects, Inc., concerning the Public Art Component on the Ridgway Space to Create Building**

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**ACTION BEFORE COUNCIL:**

Attached for review and consideration by Council is a Memorandum of Understanding (“MOU”) between the Town of Ridgway (“Town”) and Artspace Projects, Inc. (“Artspace”), concerning the public art component on the Ridgway Space to Create Building.

**SUMMARY:**

A mutual goal between the Town and Artspace was identified several years ago that the large, exterior wall on the east side of the Space to Create Building should be left blank so that public art can be installed. Last year, in a community engagement scope of work funded by the Telluride Foundation, Artspace partnered with Ridgway FUSE, the Town’s Creative Main Street Program, to present the Ridgway Space to Create public art concept and seek public input. Artspace and FUSE staff heard from community members that it will be the largest piece of public art in Ouray County, and the art installation should reflect Ridgway’s shared community values and identity.

In an effort to further advance the initiative to get a public art component installed on that exterior wall, Town staff and Artspace staff have worked to draft the attached MOU that lays out a scope of work and Town and Artspace responsibilities to bring the project to fruition. The MOU covers everything from the request for proposal and community engagement process, to the fundraising and financial management process, to the management of the construction of the public art component.

**RECOMMENDED MOTION:**

“I move to approve the MOU between the Town of Ridgway and Artspace Projects, Inc., concerning the public art component on the Ridgway Space to Create Building.”

**ATTACHMENT:**

Memorandum of Understanding

**Memorandum of Understanding**  
By and Between  
Town of Ridgway and Artspace Projects, Inc.

This Memorandum of Understanding (“MOU”) is made to be effective between the Town of Ridgway, State of Colorado (“Town”) and Artspace Projects, Inc. (“Artspace”), a nonprofit organization in Minneapolis, Minnesota, regarding the Public Art Component of Artspace’s Ridgway Space to Create Building in the state-certified Creative District of Ridgway. Town and Artspace shall hereinafter collectively be referred to as the “parties” and generically as a “party.”

**Purpose of Agreement**

The Artspace Ridgway Space to Create Building (“Building”), located at 675 Clinton St, is comprised of 30 residential units, an Artspace Gallery, and the Decker Community Room. Artspace owns the Building and contract for property management services. The Town of Ridgway operates the Decker Community Room.

A large, exterior wall on the east side of the Building has been left blank so that public art can be installed. In a community engagement scope of work, funded by the Telluride Foundation, Artspace partnered with Ridgway FUSE, the Town’s Creative Main Street Program, to present the Ridgway Space to Create public art concept (“Public Art Component”) and seek public input. Artspace and FUSE staff heard from community members that it will be the largest piece of public art in Ouray County, and the art installation should reflect Ridgway’s shared community values and identity. The Town has determined that the Public Art Component aligns with its mission to nurture the cultural and economic vitality of the community.

**Scope of Work**

The services of this agreement include:

**A. Request for Proposal and Community Engagement**

1. In June 2024, the Town and Artspace shall arrange a meeting to confer about the development of a Request for Proposal (“RFP”) for the Public Art Component. Prior to issuance, Artspace shall review and approve the issuance of the RFP. The RFP shall acknowledge that the full Artist Fee will include all services and supplies materials, and equipment as necessary for the design, execution, fabrication, transportation, preparation and installation of the Public Art Component, as well as a routine maintenance plan. RFP shall acknowledge that the Public Art Component is intended to remain on the Building for no less than 5 years from the date of its installation.
2. The Town will release the RFP via its standard communication channels and socialize the RFP among local artists. Artspace will collaborate with the on-site property management company to share the RFP with artists who live and work in the Building.
3. In September 2024, the Town will convene an Ad Hoc Committee (“Committee”) to review submitted proposals and vet and choose an artist for the Public Art Component. The

Committee will include Artspace staff, Town staff, a member of Ridgway FUSE, a member of the Ridgway Town Council, and community members active in the arts. The Committee will meet virtually once for the purpose of reviewing the proposals and selecting an artist based on the review/scoring criteria identified in the RFP. Artspace reserves the right to make final approval or refusal of the committee selection. The Committee's final selection will be presented in a formal meeting of the Ridgway Town Council.

4. The Town will endeavor to reflect an expenditure in the FY 2025 Annual Budget and a work plan item in the 2025 Strategic Plan related to bringing the selected Public Art Component to fruition. Such projected expenditure is subject to annual appropriation by the Ridgway Town Council and shall not constitute a multi-year fiscal obligation of the Town.

## **B. Fundraising & Financial Management**

1. Upon selection of an artist, the Town will begin making efforts to raise funds, in conjunction with Artspace, to support and offset the level of funding required to bring the selected Public Art Component to fruition. The fundraising goal shall be the Artist Fee in the selected proposal, leveraging the \$5,000 award from the *Western Colorado Community Foundation: Dave and Mary Wood Fund*.
2. The Town will maintain thorough records of all donations to the Public Art Component, as will Artspace. All gifts received by Artspace for the Public Art Component will be transferred in total to the Town within 30 days. All amounts transferred will be used in support of the Public Art Component.
3. Donors to the Public Art Component will be recognized for their support in a manner commensurate with their total donation amount.
4. The Town and Artspace will maintain all financial records relating to each parties' role in the Public Art Component project according to general accepted accounting principles, retain records as long as required by law, and make records available to auditors as required by law.
5. The Town and Artspace will reflect the activities of the Public Art Component project, to the extent required, on their state and federal government tax returns and financial reports.

## **C. Public Art Project Management**

1. The contract to commission the Public Art Component on the Building shall be between the Town and the selected artist(s) for a scope of work to be completed between June and August 2025.
2. Artspace agrees to coordinate with the Town on the following items:
  - a. Artspace consents to the painting/installation of the Public Art Component by the commissioned Artist and others on the Building during the contracted timeline.

- b. Artspace will provide access to the wall for prep and art creation, in dates to be defined in the contract, and will allow the use of scaffolding and/or lifts on the property for the installation.
  - c. Artspace will provide access to water, restroom facilities, and electrical facilities during the installation process.
3. Copyright for the design of the Public Art Component will be owned solely by the artist(s) who creates it. Artist will grant Artspace and the Town a royalty-free license to reproduce the design and any design materials in connection with the Public Art Component, in order to publicize the Public Art Component and/or Artspace and/or the Town. The selected artist will acknowledge that the Public Art Component has been commissioned to be a site-specific artwork and will therefore refrain from reusing the design for any other mural project.
4. Upon completion of the Public Art Component, ownership of the artwork will transfer to Artspace.
5. Ridgway FUSE staff will act as on-site artist and community liaison and shall communicate with the artist, on-site property management company, and surrounding property owners and tenants regarding the work schedule and installation activities related to the Public Art Component.

#### Independent Contractor

Each party shall act at all times as an independent contractor with respect to the other party, and nothing set forth in this MOU shall be construed to create a relationship of principal and agent, franchisor and franchisee, or employer and employee between the parties.

#### Ongoing Fiscal Obligation

Notwithstanding the duration of this MOU, this MOU shall not constitute a multi-year fiscal obligation of the Town.

#### Duration of Agreement

This MOU shall be in full force and effect from the date of final signature through October 31, 2025, unless terminated or modified beforehand by mutual agreement of the parties.

Accepted for Town of Ridgway:

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

\_\_\_\_\_  
Date

Accepted for Artspace Projects, Inc.



\_\_\_\_\_  
Wendy Homes, SVP Consulting

March 1, 2024

\_\_\_\_\_  
Date

## AGENDA ITEM #12



To: Honorable Mayor Clark and Ridgway Town Council  
From: Preston Neill, Town Manager  
Date: March 5, 2024  
Agenda Topic: **Review and action on Intergovernmental Agreement between Town of Ridgway and Ouray County concerning Noxious Weed Management and Control Services**

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#### **SUMMARY:**

Council is asked to review and take action on the attached Intergovernmental Agreement (IGA) between Ouray County and Town of Ridgway concerning Noxious Weed Management and Control Services. The term of the IGA is the 2024 calendar year. If approved, the County would be retained by the Town to continue the services of conducting surveys of noxious weeds on all Town property, making recommendations as to appropriate treatment, and then conducting treatments including application of herbicide treatments as approved by the Town, in locations determined by both the Town and the County.

#### **BACKGROUND:**

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

In January 2022, Council adopted [Resolution No. 22-01, Amending the Policy Relative to Noxious Weed Management](#) in an effort to allow for flexibility in addressing and controlling various noxious weed species that have been located in Town. The policy now allows for the application of chemical-based herbicides when deemed necessary by Town staff and Ouray County Vegetation Management personnel, as long as the application falls in line with the Chemical Application and Protocol Recommendations found in the [2011 Town of Ridgway Integrated Weed Management Plan](#). Prior to the adoption of Resolution No. 22-01 and starting in 2003, the policy had been that the Town "shall not use toxic or poisonous, chemical-based herbicides within the Town limits toward the control of noxious weeds, and that the use of non-toxic, organic management practices shall be implemented."

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

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

#### **FINANCIAL IMPLICATIONS:**

The attached Intergovernmental Agreement has been drafted with a not-to-exceed amount of \$3,000.00. This amount was budgeted for in the 2024 Annual Budget.



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

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**RECOMMENDED MOTION:**

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

**ATTACHMENT:**

Intergovernmental Agreement

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

**THIS INTERGOVERNMENTAL AGREEMENT**, (the "IGA") is made and entered into this   10   day of        February   , 2024 (the "Effective Date") by and between the **COUNTY OF OURAY, COLORADO**, acting by and through the Board of County Commissioners (the "County"); and **TOWN OF RIDGWAY, COLORADO** (the "TOWN").

**RECITALS**

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

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

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

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

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

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

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

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

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



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

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

## **SECTION I DESCRIPTION OF WORK**

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

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

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

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

Representatives for the Park and County are:

**Town:**

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

**County:**

Julie Kolb, Manager, or designee

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

## **SECTION II PAYMENT**

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

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

## **SECTION III TERM**

This IGA shall be effective as of the Effective Date and shall terminate on December 31, 2024 unless otherwise extended by the mutual written agreement of the parties. Unless otherwise provided in any agreement to extend this IGA, all terms of this IGA shall continue to govern and control the relationship of the parties for the duration of any such extension.

## **SECTION IV TARGETED FLORA**

County and Town agree that a survey will be performed by County when feasible in spring or early summer 2024 at which time targeted flora will be identified based on the State and County noxious weed lists.

## **SECTION V RELATIONSHIP OF PARTIES**

The County and the Town intend that an independent contractor relationship will be created by this IGA. The Town is interested only in the results to be achieved by the surveying project and the possible control, including herbicide application. The method and control of the work will be within the scope of the County's responsibility, subject to compliance with all applicable State and Federal statutes, rules and regulations, and the requirements of this IGA. However, the work contemplated must meet the approval of the Town Representative and shall be subject to the Town Representative's general right of inspection and supervision to insure the satisfactory completion thereof. The County is not entitled to any of the benefits that the Town provides to its employees, including, but not limited to, any federal or state withholding taxes, FICA, insurance in any form, retirement plans, worker's compensation, or unemployment compensation.

## **SECTION VI LIABILITY**

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

## **SECTION VII NON-ASSIGNABILITY**

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

## **SECTION VIII EFFECT OF AGREEMENT**

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

## **SECTION IX AMENDMENTS**

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

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

## **SECTION X LICENSE**

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

## **SECTION XI FORCE MAJEURE**

It is agreed that the Town shall excuse the County of its performance and obligations due to any of the following occurrences: acts of God; strikes; lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or of

the State of any of their departments, agencies, or officials or any civil or military authority insurrection; riots, landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accidents to machinery, transmission pipes, or canals; or any other cause of event not within the control of the county that prevents its performance of its obligations.

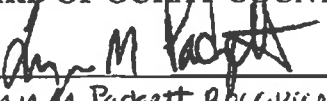
## SECTION XII PROPERTY OWNERS

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

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



BOARD OF OURAY COUNTY COMMISSIONERS

  
Lynn M. Padgett, Board Vice Chair

Cristy Lynn Sulewski, Clerk and Recorder  
By: Harlan Thompson, Deputy Clerk of the Board

**Town of Ridgway**

By: \_\_\_\_\_  
Name/Title

ATTEST:

\_\_\_\_\_  
Name and Title

## AGENDA ITEM #13

**RESOLUTION NO. 24-05**

**RESOLUTION OF THE TOWN OF RIDGWAY, COLORADO  
CANCELING THE APRIL REGULAR ELECTION**

**WHEREAS**, the only matter before the voters at the April 2, 2024 regular election is election of a Mayor and three Councilors; and

**WHEREAS**, as of the legal filing deadline of 5:00 p.m. on February 16, 2024 one nomination petition was received for Mayor, and three nomination petitions were received for Councilor; and

**WHEREAS**, regulations pertaining to cancellation of an election are provided for in CRS 31-10-507 and Subsection 4-1-2(A) of the Ridgway Municipal Code, which states 'if the only matter before the voters at any election is the election of persons to office and if, at the close of business on the 33<sup>rd</sup> day before the election, there are not more candidates than offices to be filed at such election, including candidates filing Affidavits of Intent, the Town Clerk shall cancel the election and by resolution declare the candidates elected'.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO** that the Council hereby accepts the Town Clerks cancellation of the regular election slated for April 2, 2024 and acknowledges the Clerk has published and posted notice of said cancellation, and deemed the candidates elected.

**APPROVED AND ADOPTED** this 13<sup>th</sup> day of March, 2024.

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

**ATTEST:**

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

# NOTICE OF CANCELLATION OF ELECTION

Notice is hereby given that the Town of Ridgway Municipal Election to be held on Tuesday, April 2, 2024 for a Mayor and three Councilors has been cancelled.

State Statute 31-10-507 and Municipal Code Section 4-1-2(A) allows the Town Clerk to cancel the election and declare the candidates elected, if the election of persons to office is the only matter before the voters, and if, at the close of business on the 33rd day before the election, there are not more candidates than offices to be filled at the election, including write-in candidates filing affidavits of intents.

The following candidates have been declared elected:

John Clark, Mayor	2 year term
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Kevin Grambley, Councilor	2 year term
Terry Schuyler, Councilor	2 year term
Josey Scoville, Councilor	2 year term

Pam Kraft, MMC  
Town Clerk

Dated: March 6, 2024

## AGENDA ITEM #14