

Ridgway Town Council Regular Meeting Agenda Wednesday, May 8, 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/81623693648?pwd=N09qeHM5YXR0cGIURHIUVDhoNkdjUT09>

Meeting ID: 816 2369 3648

Passcode: 842 705

Dial by your location

+1 346 248 7799 US

+1 253 215 8782 US

5:45 p.m.

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

ADDITIONS & DELETIONS TO THE AGENDA

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

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

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. Presentation regarding "True Grit Sister City" partnership between the Town of Ridgway, Colorado and Fort Smith, Arkansas - Tom Shay.
6. Request for use and closure of public streets and rights-of-ways for Annual Fete De La Musique event on June 30, 2024 - Town Clerk.
7. Request to hold a special event in the Athletic Park on September 20, 21, 22 for the annual 'San Juan Slam', pickleball tournament - Ridgway Pickleball Club and Town Clerk.
8. Proclamation supporting the fourth annual Ouray County Pride Celebration - Mayor Clark.

9. Proclamation declaring May 2024 as Mental Health Awareness Month - Mayor Clark.

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

10. Application for transfer of Restaurant Liquor License; Applicant: GNARLY Foods, Inc.;
Members: Joseph Ouellette, Nicole Ouellette, William Harmsen, Amy Harmsen; DBA: Taco
Del Gnar: Location: 630 Sherman St. # N - Town Clerk.

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

11. Review and action on Intergovernmental Agreement between the Town of Ridgway, City of Ouray and Ouray County for Shared Victim Advocate Services - Town Manager.
12. Review and action on letter of support for EcoAction Partners' application to the Colorado Energy Office Energy Code Adoption & Enforcement Grant Program - Town Manager.
13. Discussion and direction regarding the process of vacating public right-of-way - Town Attorney.
14. Discussion and action on joining Colorado WaterWise's statewide *Live Like You Love It* public education campaign on water conservation and water quality - Town Manager.
15. Annual presentation from the Ridgway Youth Advisory Council - Town Manager.
16. Update on annual Town Council Scholarship to a senior at Ridgway Secondary School - Mayor Clark.

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

17. Town Manager's Report.

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

Committees & Commissions:

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

Board Appointments:

Ouray County Weed Board - Councilor Lakin; alternate - Town Manager
Ouray County Joint Planning Board - Councilor Meyer, citizens Rod Fitzhugh & Tom McKenney; alternate - Councilor Schuyler
Sneffels Energy Board - Councilor Schuyler and Town Manager; alternate - Mayor Clark
Region 10 Board - Mayor Clark
WestCO Dispatch Board - Town Marshal; alternate - Town Manager
Gunnison Valley Transportation Planning Region - Town Manager

Ouray County Transit Committee - Town Manager
Ouray County Water Users Association - Councilor Meyer; alternate - Councilor Lakin
Water and Land Committee for the Uncompahgre Valley - Councilor Meyer; alternate -
Town Manager
Colorado Communities for Climate Action - Councilor Lakin; alternate - Town Manager
Colorado Municipal League Policy Committee - Town Manager
Home Trust of Ouray County - Town Manager

Liaisons:

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

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, June 5, 2024 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
APRIL 10, 2024

OATH OF OFFICE

The Town Clerk administered the oath of office to recently elected Councilors Kevin Grambley, Terry Schuyler, Josey Scoville and Mayor John Clark.

CALL TO ORDER

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

The Mayor called the meeting to order at 5:30 p.m. The Council was present in its entirety with Councilors Grambley, Kroger, Lakin, Schuyler, Scoville, Mayor Pro Tem Meyer and Mayor Clark in attendance.

CONSENT AGENDA

1. Minutes of Regular Meeting of March 13, 2024.
2. Register of Demands for March 2024.
3. Renewal of restaurant liquor license for True Grit Café.
4. Change of location on retail liquor license for High Spirits Liquor.
5. Renew tavern liquor license for Steps.
6. Renewal of tavern liquor license for The Patio at Steps.

ACTION:

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

PUBLIC COMMENTS

Carl Romemus commented on what a "great town Ridgway is", and stated the Council and staff "are doing a great job and are all very competent". The "parks and trails are so well maintained" and "the Athletic Park is a true gem". He explained he is part of a dog group that meets at the Park, and made a donation towards the dog clean up bags that are provided at the site.

Mayor Clark stated he wished to acknowledge the passing of community member Patrick O'Leary "who did so much for this Town". He asked everyone to take a few moments of silence in honor of Patrick O'Leary.

PUBLIC PRESENTATIONS

7. Introduction of two new administrative employees in the Clerks Office

The Town Clerk introduced two new employees in the Clerks Department, Administrative Assistant Becky Schmitz and Customer Service Clerk Lori Patton, noting they will be an excellent addition to Town Hall.

8. Presentation regarding planning for celebration of the 150th anniversary of Colorado statehood

Edward Bovy, Treasurer of the Ridgway Western Heritage Society addressed the Council regarding local planning for the 150th anniversary of Colorado statehood in 2025. He reported in 2022 the state legislature began the planning process for the state centennial and divided the state into eight planning regions. Ouray County is in the Mountain Mesa Region, and the coordinator for the County is Caroline Snowbarger. He stated planning at the County level has begun, and presented a few ideas.

There were questions from the Council. The Mayor suggested formation of a committee comprised of a few members of Council to meet with the planning committee and discuss ideas.

9. Proclamation declaring April as National Donate Life Month

Jessi Rochel, Executive Director of the Chris Klug Foundation encouraged the Council to proclaim April as National Donate Life Month. She explained the non-profit organization hopes to bring awareness to “lifesaving organ transplants”, and noted 95% of the Americans support donation, yet only 48% are registered. She encouraged residents to talk with friends and family regarding participation in the donor registry program.

ACTION:

Councilor Lakin moved with Councilor Kroger seconding, to proclaim April 2024 as National Donate Life Month. The motion carried unanimously on a roll call vote.

10. Application for special event permit to close Hyde Street, between Elizabeth and alley, for a private party on May 11th

Saran and Tomas Volstad requested closure of Hyde Street, between Elizabeth Street and the alley on May 11th from 12:00 pm to 8:00 pm for a neighborhood private party. They explained a number of young children are expected to attend and expressed safety concerns, and noted the need for additional space.

The Mayor stated this is a unique request as it is a private party, and the Council needs to be concerned about setting a precedence. He asked the applicants if the street could remain open for pedestrians.

The applicants agreed the street would remain open for pedestrians to walk and stand, but the yard and driveway would be for invited guests only. There were questions from the Council. The applicants agreed placement of a porta-pottie would be a good idea.

ACTION:

Moved by Mayor Pro Tem Meyer to approve the application for use of Town right-of-way to close Hyde Street, between Elizabeth Street and the alley for a private party on May 11th, with the conditions there will be public access on the street and a porta pottie will be placed. Councilor Grambley seconded and the motion carried unanimously on a roll call vote.

11. Presentation of the Gravel Adventure Guide

Representing the Ridgway Chamber of Commerce, Tanya Ishikawa, presented the Gravel Adventure Guide which will be released on April 26th. She explained the pocket size guide is 58 pages of gravel biking routes on roads and trails within the San Juan Mountains and Uncompaghre Plateau, and includes rider safety and responsibilities. The Chamber received a \$34,500 grant from the State Department of Economic Develop to produce the guide. 9,000 copies will be printed and distributed from the Chamber Visitor Center, businesses and bike shops.

12. Presentation regarding the Cimarron Athletic Field Project at Ridgway Secondary School

Shawn Roe with Ridgway School District, presented a history of the athletic field at the secondary school, noting it has been “unplayable since 2020” “after the irrigation system broke”. The district is proposing to construct a turf soccer field and track area. He reported 40% of the middle and high school students play soccer, and the track team currently has 31 students. There is not a track, so the team drives 40 minutes each way on a weekly basis to practice. The proposal is to construct a “turf field on top of the original field” and install a track, which will both create the ability to “host” games and track meets. Completion cost of the project is estimated at 3 million, and “30% has already been pledged from agencies and grants”. The district would like to begin construction in the spring, and have the first game scheduled for August of 2025 with construction done in two phases. He stated “we want to complement the Athletic Park soccer fields” and “not compete” with them. He requested a letter of support from the Council to use when applying for grant funds, and a \$5,000 donation “to show your partnership”.

There were comments in support of the request from members of the School Board and students.

There were comments and questions from the Council.

ACTION:

Councilmember Scoville moved, Councilor Kroger seconded, to provide a letter of support showing the Town is behind the proposed field, and discuss the request for funding separately. The motion was unanimously carried on a roll call vote.

POLICY MATTERS

13. Memorandum of Understanding with San Miguel Power Association, Inc. pertaining to a Microgrid for Community Resilience Construction Grant from the Colorado Department of Local Affairs

Town Manager Staff Report dated 4-5-24 regarding a Memorandum of Understanding (MOU) pertaining to a microgrid grant from the Department of Local Affairs.

Manager Neill reported San Miguel Power Association (SMPA) has applied for a grant from the Colorado Department of Local Affairs (DOLA) Microgrids for Community Resiliency Program. The grant was awarded in the amount of \$46,900 to install a microgrid to power the Decker Community Room in the event of a power outage. A proposed Memorandum of Understanding with SMPA will establish specifics of the relationship with the Town and allow DOLA to finalize the contract.

ACTION:

Councilor Lakin moved, with Mayor Pro Tem Meyer seconding to ratify the Memorandum of Understanding by and between San Miguel Power Association, Inc. and the Town of Ridgway concerning a Microgrid for Community Resilience Construction Grant from the Colorado Department of Local Affairs. The motion carried on a roll call vote with Councilor Schuyler abstaining.

14. Establishment of the Community Grant Program

Staff Report dated 4-4-24 from the Town Manager presenting a proposed Community Grant Program.

The Town Manager reported the 2024 Strategic Plan contains a goal to develop procedures for solicitation, evaluation and funding for community grant requests during the annual budget process. He presented a program which includes application requirements and submittal guidelines, eligibility criteria, review process for items such as impact the program has on the local economy and the number of persons served, formation of an ad hoc review committee, setting a maximum amount of money for funding recommendations by the committee, and procedure for Council review and award.

There were comments from the Council and discussion with staff. Consensus of the Council was the program should be offered only to organizations with non-profit status and Council should strive to allocate 2% of the general fund to community grants.

15. Special Event Permit Application from Youth Advisory Council for a Pickleball Tournament

Staff Report from the Town Manager dated 4-5-24 presenting a request from the Youth Advisory Council to hold a Pickleball Tournament on May 11th at the Athletic Park.

Manager Neill explained the 2023-2024 Youth Advisory Council has chosen for their “cap stone project” to partner with the Pickleball Association and hold a tournament on May 11th at the Athletic Park, with an entry fee of \$5. All proceeds will be given to the Pickleball Club and a woman’s shelter.

Speaking from the audience The Ridgway Pickle Ball Club spoke in support.

ACTION:

Moved by Mayor Pro Tem Meyer to approve the Application for Special Event Permit and provide authority to staff to approve event details once impacts are better understood. The motion was seconded by Councilmember Kroger and carried on a roll call vote with Councilmember Schuyler not participating in the vote.

16. Annual appointment of Mayor Pro Tem and review of Council representation on commissions, committees and boards

Staff Report from the Town Clerk dated 3-25-24 presenting a list of Council representation on boards, committees, commissions and organizations.

Mayor Clark noted after the annual election a Mayor Pro Tem is chosen, and asked if Mayor Pro Tem Meyer wished to continue to serve.

ACTION:

Councilmember Kroger moved to reappoint Russ Meyer as Mayor Pro Tem. Councilor Grambley seconded the motion which carried unanimously on a roll call vote.

The Council reviewed the list of representation on boards, committees, commissions and organizations. It was agreed changes to representation would include Councilor Schuyler will serve on the Ridgway Sustainability Advisory Board and Lakin the alternate; the Town Manager will serve as the alternate on the County Weed Board; Councilmember Schuyler will be the representative on the Sneffels Energy Board; Councilor Lakin will become the alternate to the Ouray County Water Users Association; Councilmember Scoville will serve as liaison to the Chamber of Commerce.

MISCELLANEOUS REPORTS

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

ADJOURNMENT

The meeting adjourned at 7:45 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
May 2024

Name	Memo	Account	Paid Amount
Black Hills Energy-Town Hall		Alpine-Operating Account	
	3/22/24 - 4/23/24	742PO1 · Utilities - c cntr/t hall	-52.42
	3/22/24 - 4/23/24	842GO3 · Utilities	-52.42
	3/22/24 - 4/23/24	542GOO · Utilities	-52.42
TOTAL			-157.26
Black Hills Energy-PW Office		Alpine-Operating Account	
	3/22/24 - 4/23/24	642GO2 · Utilities	-23.36
	3/22/24 - 4/23/24	942SOO · Utilities	-23.35
	3/22/24 - 4/23/24	942WOO · Utilities	-23.35
TOTAL			-70.06
Black Hills Energy-PW Building		Alpine-Operating Account	
	3/22/24 - 4/23/24	742POO · Utilities	-62.13
	3/22/24 - 4/23/24	642GO2 · Utilities	-62.13
	3/22/24 - 4/23/24	942SOO · Utilities	-62.14
	3/22/24 - 4/23/24	942WOO · Utilities	-62.15
TOTAL			-248.55
Black Hills Energy-Lift Station		Alpine-Operating Account	
	3/22/24 - 4/23/24	942SOO · Utilities	-24.93
TOTAL			-24.93
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
	3/22/24 - 4/23/24	742POO · Utilities	-37.24
TOTAL			-37.24
Black Hills Energy-Broadband		Alpine-Operating Account	
	3/22/24 - 4/23/24	783PO1 · Broadband Station	-6.86
TOTAL			-6.86
Western Paper Distributors		Alpine-Operating Account	
		732POO · Supplies & Materials	-410.92
TOTAL			-410.92
Faris Machinery		Alpine-Operating Account	
	filter, pump, door repair - streetsweeper	661GO2 · Vehicle & Equip Maint & Repair	-1,127.32
TOTAL			-1,127.32
Kitu Systems, Inc.		Alpine-Operating Account	
	EV charging stations - 2024	595GOO · Electric Vehicle Charge Station	-240.00
TOTAL			-240.00

Town of Ridgway
Register of Demands
May 2024

Name	Memo	Account	Paid Amount
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-708.53
TOTAL			-708.53
Hartman Brothers Inc		Alpine-Operating Account	
	Mar 2024	661GO2 · Vehicle & Equip Maint & Repair	-8.20
	Mar 2024	961SOO · Vehicle & Equip Maint & Repair	-8.20
	Mar 2024	961WOO · Vehicle & Equip Maint & Repair	-8.20
TOTAL			-24.60
USABlueBook		Alpine-Operating Account	
	hydrochloric acid - plant	932WOO · Supplies & Materials	-39.59
	dispenser & tests - plant	932SOO · Supplies & Materials	-57.40
TOTAL			-96.99
Ouray County Road & Bridge		Alpine-Operating Account	
	3/21/24 - 4/25/24	560GOO · Gas & Oil	-66.79
	3/21/24 - 4/25/24	660GO2 · Gas & Oil	-905.38
	3/21/24 - 4/25/24	760POO · Gas & Oil	-139.05
	3/21/24 - 4/25/24	960WOO · Gas & Oil	-912.46
	3/21/24 - 4/25/24	960SOO · Gas & Oil	-627.13
	3/21/24 - 4/25/24	860GO3 · Gas & Oil	-1,087.75
TOTAL			-3,738.56

AGENDA ITEM #5



623 Garrison Avenue
3rd Floor, Room 315
Fort Smith, AR 72901

Phone: (479) 784-2201
Fax: (479) 784-2430
administration@fortsmithar.gov

Town of Ridgway Council
Mr. Preston Neil, Town Manager
Ridgway Town Hall
PO Box 10
Ridgway, CO 81432

Dear Mr. Neil and Members of the Town Council,

I hope you are well. We are reaching out from Fort Smith, Arkansas, known as the home of Judge Isaac Parker and the backdrop for the True Grit story. Our purpose is to propose an idea that connects our communities through the works of Charles Portis.

Recently, Western Arkansas and Southeastern Oklahoma have seen growing interest in the story of Mattie Ross and Marshal Reuben J. "Rooster" Cogburn. Communities along the 250-mile True Grit Trail are embracing this interest, with businesses incorporating "True Grit" into their names and products.

As tourism continues to rise, we suggest a partnership between Ridgway and Fort Smith through a sister city agreement. Fort Smith represents the historic setting of True Grit, while Ridgway is recognized as Fort Smith due to the movie adaptation. We propose three initial components:

1. Exchange of Proclamations: Formal proclamations to solidify our sister city status and deepen our connection.
2. Promotion of Shared Heritage: Utilizing print, websites, and social media to continually promote tourism for Charles Portis and True Grit enthusiasts.
3. Highway Signage: Welcoming visitors with signage on highways leading to both communities, celebrating our "True Grit Sister City" status.

We look forward to learning from Ridgway's 50-year experience in promoting tourism and True Grit. Together, we can enhance the cultural significance of Portis's work for generations to come.

Thank you for your consideration.

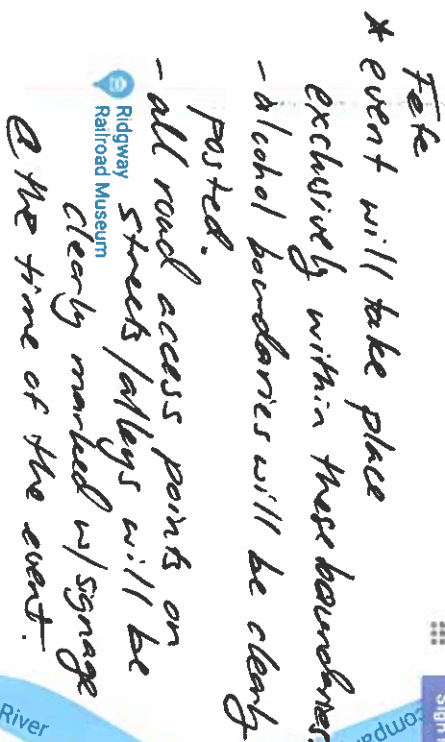
Sincerely,

A handwritten signature in blue ink that reads "Carl E. Geffken". The signature is fluid and cursive, with the first name "Carl" being the most prominent.

Carl E. Geffken
City Administrator, Fort Smith, Arkansas

AGENDA ITEM #6

Ridgway Chautauque /
Shepherd





 Performer Spots/
Water Stations

 Beer/
Beverage Tent

 Event
Boundary

 Food Truck

 Crossing
Guard

 Traffic Flow

N Laura St

CHARLES ST

sidewalk along charles to clinton

alley between voyager & burn

CLINTON ST.

alley between clinton and 62

HARTWELL
PARK

HWY 62, SHERMAN STREET

parking

parking



AGENDA ITEM #7



Application for Special Event Permit

Applicant Name:	<u>Ridgway Pickleball Club</u>	Contact Person:	<u>Clark Gilbert</u>
Applicant Phone:	<u>720-243-1401</u>	Contact Phone:	<u>720-243-1401</u>
Applicant Email:	<u>cryptocrystalline@yahoo.com</u>	Event Date:	<u>20 -22 September 2024</u>
Event Name:	<u>San Juan Slam</u>	Event Time:	<u>5:00 pm Friday - 7:00 pm Sunday</u>
Type of Event:	<u>Pickleball tournament</u>	# Attendees:	<u>150</u>

Specify park, facility and/or public right-of-way for the event (*check all that apply*):

<input type="checkbox"/> Hartwell Park	<input type="checkbox"/> Hartwell Park Stage	<input checked="" type="checkbox"/> Athletic Park
<input type="checkbox"/> Cottonwood Park	<input type="checkbox"/> Dennis Weaver Memorial Park	<input checked="" type="checkbox"/> Concession Area (Athletic Park)
<input type="checkbox"/> Rollans Park	<input type="checkbox"/> Right-of-Way (specify below)	<input type="checkbox"/> Community Center
<input type="checkbox"/> Other (<i>specify</i>):		

For use of Rights-of-Ways (*streets, alleys, sidewalks*) specify the exact location(s):

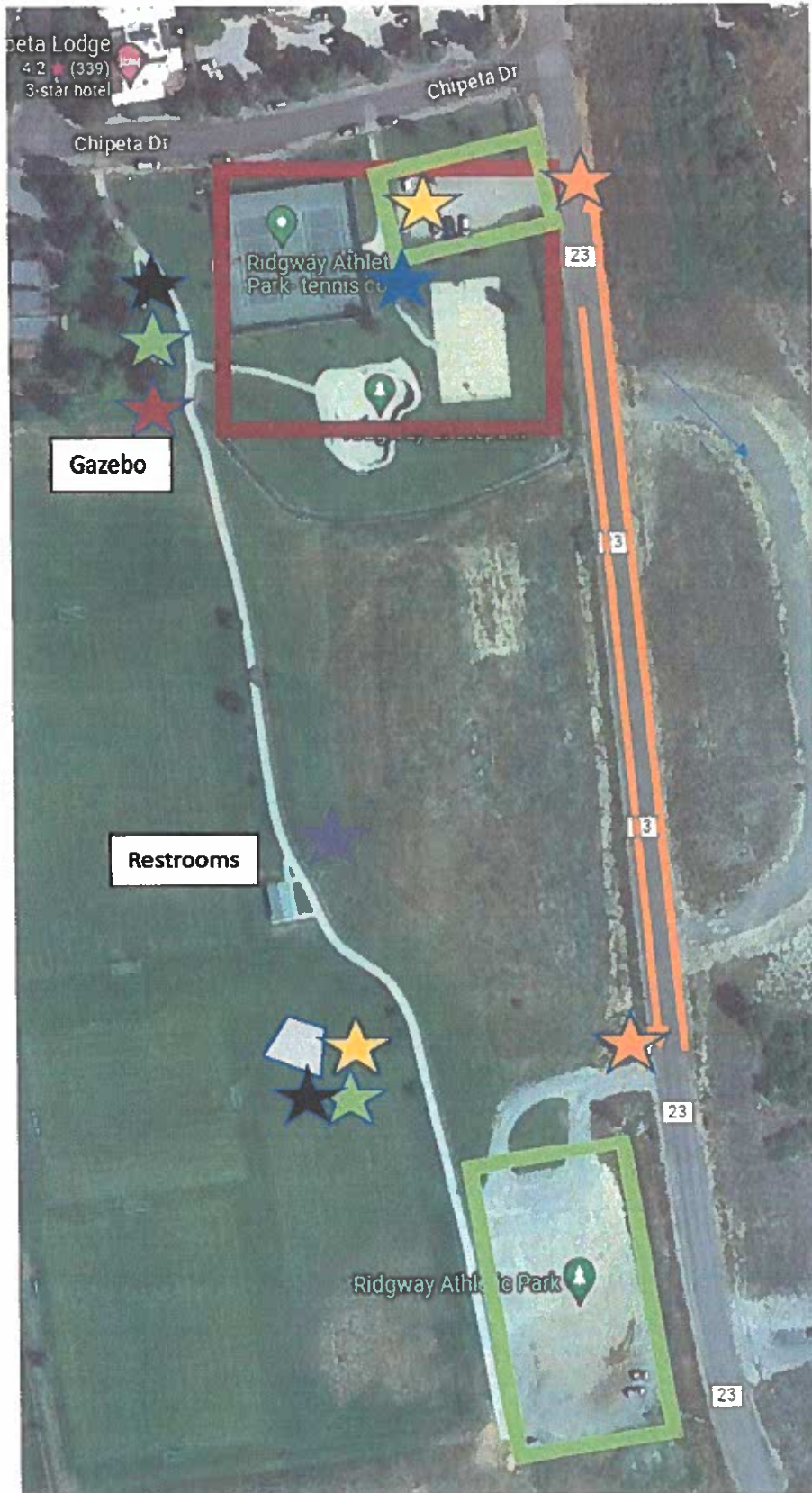
The tournament will take place on the tennis and basketball courts at the Athletic Park. Support and administrative services will use the Pavilion and the gazebo. Parking will utilize the tennis court and baseball field parking areas and a portion of Chipeta St.

Describe in detail the proposed use and activity for the park, facility and/or right-of-way:

Ridgway Pickleball Club will hold a fundraising tournament in the Athletic Park the weekend of 20-22 September. The tournament will require use of the tennis courts, the basketball courts, the gazebo and Pavilion and associated parking. The funds will be used for a dedicated pickleball facility.

Event Type (*check all that apply*):

<input checked="" type="checkbox"/> Fundraising Event	<input type="checkbox"/> Outdoor Music Concert	<input type="checkbox"/> Filming/ Production
<input type="checkbox"/> Run/Walk Event	<input type="checkbox"/> Bicycling Event	<input type="checkbox"/> Art Show and Sales
<input type="checkbox"/> Outdoor Market	<input checked="" type="checkbox"/> Other (<i>specify</i>): Pickleball tournament	



Ridgway Pickleball Club

2024 Pickleball Tournament Plot Plan

Tournament Event Site



Parking – 100 spaces



Traffic flow/directing



First aid/emergency services



Routes for EMS and Fire
Dept



Water Stations



Sanitation facilities



Food Service Booths/trucks



Temp Road closures (none)

Electrical/lighting



Sound amplification

Trash Receptacles



Signage - Chipeta and Lena
St

Staking/ground
penetrations for signage
(none)



Special Event Application

RIDGWAY PICKLEBALL CLUB

Town Council Meeting

08 May 2024

In cooperation with



Special Event Application Highlights

- Requesting Special Event Permit for Fundraising Pickleball Tournament – Town is the Primary Beneficiary
- Modeled after successful 2023 tournament
- Dates 20-22 September
 - Athletic Park, including parking, tennis courts, basketball courts, gazebo, and pavilion
- Based on last year's event:
 - 100 participants, more than 150 visitors over 2 ½ days
 - 56% identified from Western Slope from Pagosa to Grand Junction and points between
 - Netted about \$14K for future courts



Special Event Map



- Tournament Event Site



- Parking

Various Services



- Water



- First Aid



- Electrical/lighting



2024 San Juan Slam Tournament Goals

- Fun!
- Promote Ridgway as a great place to visit! Support the local economy and tourism
- Fundraising for Ridgway Athletic Park pickleball courts as per Master Plan
 - 2024 Fundraising Goal: \$30K, netting over \$25K earmarked for court construction
 - Total court restricted funds available after tournament: almost \$60K available for cost-effective engineering, procurement and timely construction
- The Ridgway Pickleball Club looks forward to collaborating with the Town to achieve our shared goals



Grand Plan – as per Athletic Park Master Plan

RECOMMENDATIONS

Preferred Master Plan



- Excerpts from the Master Plan:
 - “A new eight-court pickleball complex would be developed at the southeast area of the park...
 - Future expansion for four additional pickleball courts could occur to the south

Athletic Park Master Plan

Addressing the following Master Plan Elements

- Phasing
- Funding
- Timing

Athletic Park Master Plan

Phasing -

The new, dedicated pickleball Courts are in Phase 2

How does the Town anticipate Phase 2 Activities?

- Preliminary Engineering - site investigation, civil and structural, piping and mechanicals, electrical
- Detail Engineering including Owner's Estimate
- Form of Contract - self-perform, EPC, EPCM, etc
- Bid solicitation and adjudication

How can RPC assist?

Athletic Park Master Plan

Funding

- Funding Split - private, non-profit, Town, Grants
- Funding by Phase or Overall?
- Funding by facility or by Phase?
- Sub-phasing the facility to reduce up-front costs?

Note - RPC has \$31K on hand now, \$58K by fall

RPC can facilitate grant writing; however, Town needs to provide a letter of support

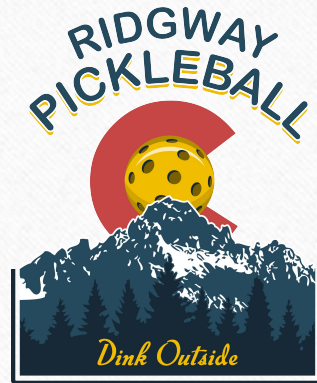
Will town be the Lead Agency, and roles/responsibilities between Town and RPC?

Athletic Park Master Plan

Timing

- What are the triggers to begin the initial phases required to deliver the new, dedicated pickleball courts ASAP?

Thank you! Any Questions?



AGENDA ITEM #8



TOWN OF RIDGWAY, COLORADO OFFICIAL PROCLAMATION

A Proclamation Supporting the Fourth Annual Ouray County Pride Celebration

WHEREAS, the Town of Ridgway is home to people of all ages who are Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, 2 Spirit and more (LGBTQIA2S+); and

WHEREAS, all human beings are born free and equal in dignity and rights; and

WHEREAS, the Town of Ridgway's 2019 Master Plan lists "Community Value 2, Sense of Community and Inclusivity," as one of the five primary values emphasized by the community, and states, "...Looking to the future, residents would like to see Ridgway remain a diverse and inclusive community, not one that is homogeneous and unwelcoming of "others"..." and

WHEREAS, the Town of Ridgway strives to encourage, celebrate, and sustain innovation and creativity in our community, including the varied lifestyles of creative individuals who hope to thrive here; and

WHEREAS, the Ridgway Town Council honors the history of the LGBTQIA2S+ liberation movement and supports the rights of all citizens to experience equality and freedom from discrimination; and

WHEREAS, while society at large increasingly supports LGBTQIA2S+ equality, it is essential to acknowledge that the need for education and awareness remains vital to end discrimination and prejudice; and

WHEREAS, LGBTQIA2S+ people have made immeasurable contributions to the cultural, civic and economic successes of our country; and

WHEREAS, the fabric of our community is strengthened by inclusion, equity, justice and love; and

WHEREAS, celebrating LGBTQIA2S+ Pride influences awareness and provides support and advocacy for Ouray County's LGBTQIA2S+ community, and is an opportunity to increase visibility, take action and engage in dialogue to strengthen alliances, build acceptance and advance equal rights.



NOW, THEREFORE BE IT RESOLVED that Ridgway Town Council hereby proclaims its support for the third annual Ouray County Pride Celebration on June 15, 2024, in support of the LGBTQIA2S+ community.

BE IT FURTHER RESOLVED that a pride flag will be raised at the Town Hall on June 15, 2024, in honor of the celebration. This proclamation will be permanently posted in town offices in such a way so all the public can easily view it.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the Town of Ridgway this 8th day of May 2024.

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

AGENDA ITEM #9



TOWN OF RIDGWAY, COLORADO OFFICAL PROCLAMATION

A Proclamation Declaring May 2024 as Mental Health Awareness Month

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, according to the Colorado Health Institute, Colorado has the nation's sixth highest suicide rate; and

WHEREAS, all individuals face challenges in life that can impact their mental health, therefore it is our duty as a community to help reduce stigma in seeking professional help for mental health support; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health and other chronic health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen share the burden of mental health problems and have a responsibility to promote mental wellness and support prevention efforts; and

WHEREAS, organizations like Tri-County Health Network fight all year, not just in May, to bring mental health awareness to the forefront and offer programs and services to the community to address mental health needs.



NOW THEREFORE, we, the Ridgway Town Council, do hereby proclaim May 2024 as Mental Health Awareness Month in the Town of Ridgway, Colorado, and we call upon the citizens, government agencies, public and private institutions, businesses and schools in the Town of Ridgway to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.

PROCLAIMED THIS 8th day of May 2024.

TOWN OF RIDGWAY

BY:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

AGENDA ITEM #10

STAFF REPORT

Subject: Application for transfer of Restaurant Liquor License - Taco Del Gnar
Initiated By: Pam Kraft, MMC, Town Clerk
Date: April 5, 2024

BACKGROUND:

The Town has received an application to transfer the Restaurant Liquor License for Taco Del Gnar. The new owner will be GNARLY Foods, Inc; members: Joseph Ouellette, Nicole Ouellette, William Harmsen, Amy Harmsen; for the premises at 630 Sherman Street, Unit N.

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

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

ANALYSIS:

The applicant leases the premises, which will be licensed to include the building and the patio area on the north side.

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

FINANCIAL CONSIDERATIONS:

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

LEGAL CONSIDERATIONS:

None.

STAFF RECOMMENDATION:

Approve the application to transfer the Restaurant Liquor License for Taco Del Gnar; applicant GNARLY Foods, Inc. Members: Joseph Ouellette, Nicole Ouellette, William Harmsen, Amy Harmsen.

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

AGENDA ITEM #11



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 2, 2024
Agenda Topic: **Review and action on Intergovernmental Agreement between the Town of Ridgway, City of Ouray and Ouray County for Shared Victim Advocate Services**

SUMMARY:

Council is asked to review and take action on an Intergovernmental Agreement (IGA) between the Town of Ridgway, the City of Ouray and Ouray County for the use of an employee of Ouray County to provide victim advocacy services to the three jurisdictions in Ouray County. The attached IGA for calendar year 2024 remains largely the same as the IGAs for previous calendar years, except that the term has been updated to reflect the current year and each jurisdiction's financial contribution amount based on the grant funding. In 2024, each agency is slated to contribute \$3,980.99.

PROPOSED MOTION:

"I move to approve the IGA between the Town of Ridgway, the City of Ouray, and Ouray County for Shared Victim Advocate Services."

ATTACHMENT:

IGA for Shared Victim Advocate Services

**INTERGOVERNMENTAL AGREEMENT FOR
TOWN OF RIDGWAY, CITY OF OURAY, and OURAY COUNTY
SHARED VICTIM ADVOCATE(S) SERVICES**

THIS AGREEMENT is entered into effective this 1st day of January 2024, by and between: the Town of Ridgway, Colorado (Ridgway); and the City of Ouray, Colorado (Ouray), both of which are home rule municipalities within Ouray County, Colorado; and Ouray County, Colorado (County), a statutory county in the State of Colorado, (collectively the Parties or individually the Party).

Purpose of Agreement

- A. Section 29-20-101 C.R.S., et seq. enables the Parties to enter into Intergovernmental Agreements (IGA) and authorizes each of the Parties to perform the functions described herein, as provided in Section 29-20-105 C.R.S.; and
- B. Intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. 29-1-203 and encouraged in order that the inhabitants of such political subdivisions may thereby secure high quality governmental services; and
- C. Ridgway, Ouray and Ouray County each recognize the need to employ an individual to act as Victim Advocate(s), to perform victim advocacy services for all of Ouray County; and
- D. The Parties recognize the fiscal and administrative benefits of utilizing one person to conduct victim advocacy services; and
- E. The Parties wish to memorialize their understandings regarding their agreement to share the financial and administrative responsibilities and services through employing the Victim Advocate(s); and
- F. The Parties entered into similar Intergovernmental Agreements in 2018, 2019, 2020, 2021, 2022, and 2023 for the same purpose.

In consideration of the covenants and conditions contained herein, the Parties agree as follows.

- 1. **Designation of the Victim Advocate(s).** The Parties must agree to the designation of any particular person to be employed as the shared the Victim Advocate(s).
- 2. **Financial Responsibilities.** The financial responsibilities for the employment of the shared Victim Advocate(s) shall be as follows:
 - a. The shared Victim Advocate(s) shall be an employee of Ouray County ("County") and not the City of Ouray or the Town of Ridgway, and shall be compensated by the County partially through a grant provided by the Victim Assistance Law Enforcement (VALE) Board and a grant provided by the Victims of Crime Act (VOCA) for such services. The Parties recognize and understand that for Fiscal Year 2024 the combined VALE and VOCA grant funded amount is \$38,166.97, and that the funding needed is \$50,109.95, creating a funding gap of \$11,942.97.
 - b. The County shall be responsible for all employment related expenses mandated by state and federal law, including any required worker's compensation and unemployment insurance, any federal or state taxes or required withholdings, and any other employer expenses related to the Victim Advocates employment with the County.

- c. The Parties agree to work together to budget the gap funding at \$3,980.99 from each Party and/or identify supplemental sources in order to fund the \$3,980.99 gap for Victim Advocate services in 2024, pursuant to subsection e below.
 - d. The shared Victim Advocate(s), as a part-time temporary employee of the County, shall be compensated for any time in excess of forty (40) hours per week as provided in the County's Personnel Regulations. Notwithstanding the foregoing, the parties agree to generally limit the hours worked to 20 hours per week.
 - e. The shared Victim Advocate(s) shall be subject to the County's Personnel Policy Manual, as may be amended, except the Victim Advocate(s) shall have no benefits with the Town of Ridgway, City of Ouray, or Ouray County, unless as provided by Ouray County at its own expense.
 - f. Ouray County has been awarded grant funding for 76.17% of the cost of the Victim Advocate(s) in 2024. In the event the County anticipates expenses may exceed the grant award, the County shall consult with the City and/or Town to consider any additional expenditures. The City and/ or Town shall only be responsible for an equal share after the County has consulted with the City and/or Town, and the financially impacted Party or Parties have agreed on the expenses to be reimbursed to the County.
 - g. In the event of a worker's compensation claim related to work performed within the City or the Town, the County's Insurance shall be responsible for the claim and the City or Town shall cover the County's reasonable expenses for that claim in the respective jurisdiction, upon notice and approval of the same.
3. **Accountability.** The accountability requirements of the shared Victim Advocate(s) to the Parties shall be as follows:
- a. The Victim Advocate(s) shall provide a monthly written report to all Parties.
 - b. The Victim Advocate(s) shall meet with the Ridgway Town Marshal, Ouray Police Chief, or Ouray County Sheriff upon request by any of the Parties.
 - c. The Victim Advocate(s) shall submit comprehensive daily time sheets to the County by the 25th of each month or whatever the policy of the County may be, if amended.
 - d. To protect the Parties from false claims, the Victim Advocate(s) shall keep a daily log of services conducted, on a form approved by the Parties.
 - e. Notwithstanding the fact that the Victim Advocate(s) is an employee of the County, the County shall not be responsible for supervision and oversight of the Victim Advocate(s) in performing his or her responsibilities for the City of Ouray or the Town of Ridgway as further defined in ¶ 6 herein, and within the Victim Advocate(s) Contract of Employment. Such supervision and oversight shall be the responsibility of the Ridgway Marshal, Ouray City Police Chief or Ouray County Sheriff, for services rendered within the respective jurisdiction.
4. **Performance Issues.** Any performance issues shall be handled as follows:
- a. For purposes of this Agreement, Supervising Parties are assigned as follows:

Jurisdiction:
Town of Ridgway
City of Ouray
Ouray County

Supervising Party:
Town Marshal
Police Chief
Sheriff

- b. Minor issues, meaning those issues warranting nothing more than verbal counseling, should be brought to the attention of the Victim Advocate(s) first, by the Supervising Party (Ridgway Marshal, Ouray Police Chief, Ouray County Sheriff) in the jurisdiction where the minor issue occurred, subject to notification and approval of verbal counseling by the Ouray County Sheriff's Office. Issues deemed to be minor issues according to either of the Parties shall be addressed as soon as is practical, by the designated supervisor for the Victim Advocate(s) within each municipality or County.
 - c. Issues deemed to be major issues, those issues warranting more than verbal counseling by either municipality or county, and possibly requiring disciplinary action shall be subject to Ouray County's Personnel Policy Manual. The Supervising Party (Ridgway Town Marshal, Ouray Police Chief, Ouray County Sheriff) shall submit any information on such issues, in writing, to the Ouray County Sheriff (if outside of the County's jurisdiction), and the Ouray County Sheriff shall contact the Primary Administrator (Ridgway Town Manager, Ouray City Administrator, or Ouray County Manager) of the participating jurisdiction for review.
- 5. **Fiscal Reporting.** Fiscal reporting responsibilities of the shared Victim Advocate(s) shall be as follows:
 - a. Fiscal reporting shall be the responsibility of the Ouray County Sheriff's Office, subject to approval and processing by the Ouray County Manager or designee for all revenues, payments, and expenditures.
- 6. **Job Responsibilities and Oversight.** Job responsibilities and oversight for the shared Victim Advocate(s) shall be as follows:
 - a. Pursuant to grants awarded to Ouray County by the Victim Assistance Law Enforcement Board and the Colorado Department of Public Safety, Division of Criminal Justice, Victim Advocate(s) shall provide victim advocate services for the months of January through December 2024 for all Parties. Victim Advocate(s) shall provide 24/7 on-call coverage during the 2024 calendar year. The duties shall be rendered in Ouray County, Colorado, or at such other place or places and at such times as the needs of the Parties may from time-to-time dictate.
 - b. On behalf of all Parties, all applicable duties as assigned by the Supervising Party shall be timely performed.
 - c. The Supervising Parties shall be responsible for victim advocacy solely within their own boundaries and jurisdiction. Nothing contained in this Agreement shall place a burden or responsibility on any Party to provide services within the jurisdiction or boundaries of any other Party.
- 7. **Governmental Immunity and Insurance.** The Parties retain governmental immunity to the maximum extent permissible under the Colorado Governmental Immunity Act, 24-10-101, et seq., C.R.S., and other applicable law. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes and other applicable law. The Parties shall, without waiving any governmental immunity protections to which they and their officials or employees are entitled under C.R.S. 24-10-101, et seq., to obtain adequate insurance to cover the liability and other risks to which they may be exposed as a result of the services to be

provided pursuant to this agreement, if either of the Parties does not already have such insurance, and to maintain such insurance throughout the term of this agreement.

8. **Term-Withdrawal.** The term and withdrawal provisions applicable to this Agreement are as follows:
 - a. This Agreement shall be for a period of one (1) year commencing January 1, 2024 and ending December 31, 2024.
 - b. This Agreement may administratively renew for additional subsequent annual terms, subject to the appropriation and availability of funding, and subject to the agreement of the Parties to additional annual renewal(s). The County Manager shall provide notice of requested annual renewal(s) to the City Administrator and Town Manager and on or before December 15 of each calendar year beginning in calendar year 2024. The approval, including any terms and conditions of any such renewal(s) by both all Parties, shall be secured in writing, and authorized on behalf of the Parties by the County Manager, City Administrator, and Town Manager. As part of any annual renewal, the Parties shall specify any mutually-agreed upon modifications to this Agreement necessary to accomplish the Services identified herein, including any updated financial requirements. At their discretion, the County Manager, City Administrator, and Town Manager may also submit an annual renewal to that Parties' governing body for approval.
 - c. Any Party may withdraw from participation in this agreement at any time by providing written notice to the other Parties, at least thirty (30) days prior to the desired date of withdrawal.
9. **Amendments.** This agreement shall not be modified or amended in any manner except by written instrument executed by the Parties.
10. **Waiver.** The waiver of any breach of any of the provisions of this agreement, by either Party, shall not constitute a continuing waiver of any subsequent breach by that Party, either of the same, or of another provision of this agreement.
11. **Severability.** Invalidation of any of the provisions of this agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance, shall not affect the validity of the remainder of this Agreement.
12. **No Third-Party Beneficiaries.** Nothing expressed or implied in this agreement is intended or shall be construed to confer upon, or to give any person other than the Parties hereto, any right, remedy or claim, under or by reason of this agreement.
13. **Entire Agreement.** This agreement contains the entire and only agreement between the Parties, regarding the employment of the shared Victim Advocate(s) and no oral statements or representations regarding this matter that are not contained in this agreement shall be of any force or effect between the Parties.
14. **Governing Law.** This agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue shall be in Ouray County, Colorado.
15. **Dispute Resolution.** In the event a disagreement or dispute arises between the Parties, the matter shall be submitted to mediation. The mediation shall be conducted by one mediator selected by the Parties who will share the costs equally.

16. **Assignment.** No Party shall assign any responsibilities nor delegate any duties arising under this agreement without the prior written consent of all the Parties.
17. **Approval and Ratification.** This Agreement may be initially executed by the Ouray County Sheriff, Ouray Police Chief, and Ridgway Town Marshal, but is subject to approval and ratification by the Parties' governing bodies pursuant to C.R.S. § 29-20-105. This Agreement may be executed in counterparts, electronically or otherwise, which shall be fully binding upon the Parties.

REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Parties have executed this agreement effective the date first above written.

TOWN OF RIDGWAY:

Shane Schmalz, Town Marshal
Date Signed: _____

John Clark, Mayor
Date Signed: _____

Attest:

Pam Kraft, Town Clerk

CITY OF OURAY:

Jeff Wood, Police Chief
Date Signed: 12-18-2023

SILAS CLARKE,
CITY ADMINISTRATOR

Ethan Funk, Mayor
Date Signed: 12/18/2023

Attest:

Melissa M. Drake
Melissa Drake, City Clerk

OURAY COUNTY:

Jake Niece, Chair
Board of County Commissioners
Date Signed: 11/14/2023

Justin Perry, Sheriff
Date Signed: 11/27/2023

Attest:

Jillian Thompson, Deputy Clerk



AGENDA ITEM #12



May 8, 2024

Shannon Bauman, shannon.bauman@state.co.us
Energy Code Adoption & Enforcement Grant Program
Colorado Energy Office
1600 Broadway, Suite 1960
Denver, CO 80202

Dear Program Manager:

This purpose of this letter is to express support from the Ridgway Town Council for EcoAction Partners' ("EAP") application to the Colorado Energy Office Energy Code Adoption & Enforcement Grant Program. The purpose of the grant program is to develop a regional energy code cohort across San Miguel, Ouray, and San Juan Counties. The Town of Ridgway is a participating member of the regional Sneffels Energy Board ("SEB"), which was developed in 2009 in response to a grant opportunity from the Colorado Governor's Energy Office to address sustainability at a regional level.

The regional sustainability nonprofit organization EAP continues to facilitate meetings and collaborative activities of the SEB, bringing together governments, utilities, and community representatives across this region to share information and experiences, develop successful regional programs, leverage grant opportunities, and analyze progress toward achieving goals in our regional Climate Action Plan ("CAP"). Development and coordination of a regional energy code cohort will help our region address Colorado's recently adopted energy code requirements of HB22-1362 and ensure alignment with EAP's goals to support our region in implementing CAP actions to reduce greenhouse gas emissions.

The Town of Ridgway is a rural community located in southwestern Colorado. The Town is dedicated to implementing CAP actions that will reduce our greenhouse gas emissions and improve the resiliency of our communities. However, our organization has limited resources to adopt updated building codes, train staff, and enforce new energy code requirements across our jurisdiction. EAP's receipt of grant funding to support our regional community will greatly enhance our abilities to meet Colorado's requirements by 2026 and to also consider adoption of future code amendments.

The Town of Ridgway is currently following the 2018 International code cycle as published by the International Code Council, including the 2018 International Energy Conservation Code (IECC). The Town intends to adopt and enforce the 2021 or 2024 IECC and Colorado's



model electric ready and solar ready code with possible future code amendments, as deemed appropriate and applicable for our jurisdiction, by or during 2025. The Town of Ridgway has provided primary contact information and a budget pertinent to our jurisdiction's energy code adoption needs to EAP as required to support the regional grant application.

With this letter, the Town of Ridgway supports EAP's application on behalf of the Sneffels Energy Board region and expresses an intent and commitment to participate in a regional energy code cohort and other grant-funded activities to meet our jurisdiction's energy code adoption needs. Please consider funding the development and facilitation of our collaborative regional energy code cohort and associated adoption, training and implementation activities. This generous grant opportunity will support our region in leveraging limited resources to adopt progressive energy codes. Successful grant implementation will also contribute toward establishing a replicable model for sustainable, electric, energy efficient building code cohort discussions and adoption across Colorado.

Sincerely,

John I. Clark
Mayor
On behalf of the Ridgway Town Council

AGENDA ITEM #13

MEMORANDUM

To: Mayor Clark; Town Council Members
From: Bo James Nerlin, Esq. *Bo James Nerlin*
Re: Vacation of a Town Right-of-Way
Date: 5/3/2024
CC: Mr. Preston Neill, Town Administrator

The purpose of this agenda item is for the Town Council to provide feedback and direction to the Town Staff regarding the possible vacation or change in use for a Town right-of-way.

In the 900 and 1000 blocks of Charles Street, between North Charlotte and North Amelia there is a platted Town right-of-way (hereinafter the “Right-of-Way”). If improved as a Town street, the Right-of-Way would be an extension of Elizabeth Street. Attached to this memo is a GIS Snapshot of the Right-of-Way.

Town staff does not foresee installing a Town street and improving the Right-of-Way, either in the short-term, or the long term. Those property owners which abut the Right-of-Way have access from either Clinton Street or Charles Street. Further, access exists for the adjacent property owners through the Town alley which runs between N. Amelia Street and Charlotte Street. Staff has put this item on the agenda seeking guidance and direction from the Council, regarding the appropriateness of the Town potentially abandoning the Right-of-Way.

The Town has authority to abandon the Right-of-Way via ordinance. This authority is vested in the Town Council through the Town’s Home Rule Charter, Article I, Section 1-4:

1-4: Miscellaneous Powers. The Town shall have the power, within or without its municipal limits, to construct, condemn, purchase, acquire, lease, maintain, operate, and dispose of all property, real, personal or otherwise, including but not limited to, water systems, sewer systems, power systems, telephone systems, transportation systems, streets, alleys, communication systems, water, ditches, water rights and appurtenances, parks, recreation facilities and all other utilities or works, and may enter into such contracts as necessary, convenient or appropriate in relation thereto.

Further authority is vested to the Town Council under Article VIII, Section 8-1 of the Town Charter:

8-1: Town Streets, Alleys and Property. The Town shall have full authority, power and control over all Town streets, alleys, rights-of-way, easements and other Town owned property including but not limited to all power and authority to regulate, operate, use, maintain, establish, repair, replace, vacate, purchase, sell and lease such property.

The Town's Municipal Code is silent as to, the method for vacating a Town right-of-way. Therefore, state statute controls, C.R.S. § 43-2-303, which reads in part:

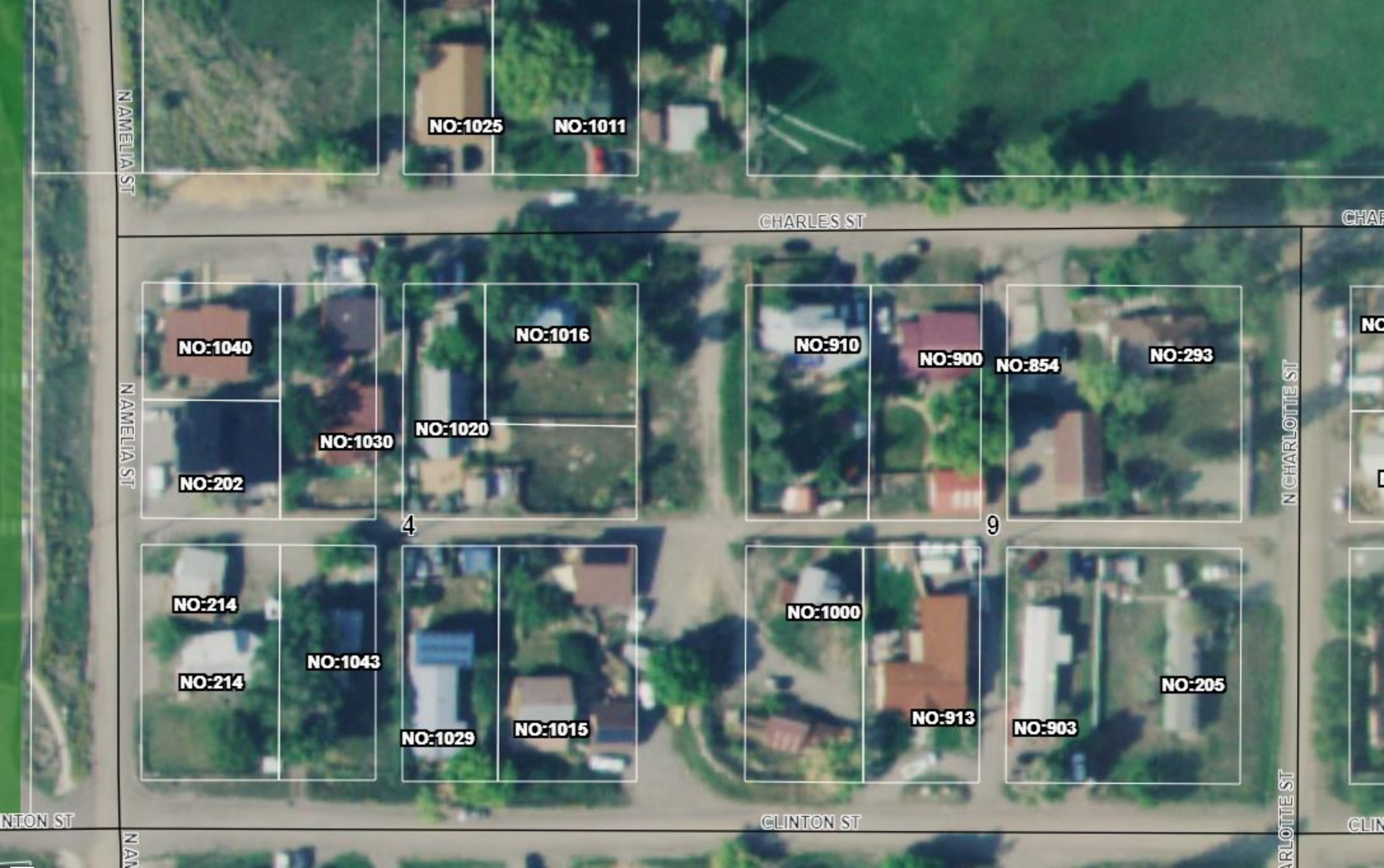
(1) All right, title, or interest of a county, of an incorporated town or city, or of the state or of any of its political subdivisions in and to any roadway shall be divested upon vacation of such roadway by any of the following methods:

(a) The city council or other similar authority of a city or town by ordinance may vacate any roadway or part thereof located within the corporate limits of said city or town, subject to the provisions of the charter of such municipal corporation and the constitution and statutes of the state of Colorado.

In accordance with C.R.S. § 43-2-303, should the Town Council wish to further consider vacating the Right-of-Way, Town Staff will prepare a draft ordinance for consideration at the next Town Council Meeting. Considering that the Town's Municipal Code is silent as the process for vacating a Right-of-Way, Staff would ask for the ordinance to be considered at a public hearing where the Town Council would evaluate the following:

1. Is the vacation of right-of-way is consistent with the Comprehensive Plan;
2. Will the vacation of right-of-way will comply with the applicable zoning district standards;
3. Does the vacation of right-of-way will comply with use, dimensional, design, and other development standards in the Town Code;
4. Has the right-of-way has never been formally opened or used as a Town street, has never been used for park or governmental purposes, or has been abandoned and removed;
5. Are all portions of the right-of-way to be vacated are within the Town's limits; and
6. No land adjoining the right-of-way to be vacated shall be left, as a result of the vacation

Should the Right-of-Way be vacated; the Town Council has the authority to sell the Right-of-Way, without the need for voter approval. Town Council is by no means required to do so. The Council could elect to abandon the Right-of-Way as an alley and retain the property for municipal purposes, such as a park, or to support other Town operations, perhaps in conjunction with other regional stake holders.



NAMELIA ST

NAMELIA ST

NAN

NO:1025

NO:1011

CHARLES ST

CHAR

NO:1040

NO:1016

NO:910

NO:900

NO:854

NO:293

NO:202

NO:1030

NO:1020

4

9

N CHARLOTTE ST

NO:214

NO:1043

NO:214

NO:1029

NO:1015

NO:1000

NO:913

NO:205

NO:903

NTON ST

CLINTON ST

CLIN

CHARLOTTE ST

AGENDA ITEM #14



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 2, 2024
Agenda Topic: **Discussion and action on joining Colorado WaterWise's statewide *Live Like You Love It* public education campaign on water conservation and water quality**

SUMMARY:

Live Like You Love It® is Colorado WaterWise's statewide, public education campaign on water conservation and water quality. Launched in 2014, it's designed to deliver a unified, consistent message about the value of Colorado water and the need to conserve, care for and commit to becoming more informed about this critical resource. The campaign educates the public on water conservation and water quality and encourages people to engage in positive water decisions. The campaign slogan: *Colorado Water – Live Like You Love It* was selected to emphasize the emotional connection Coloradans have to our water and encourage everyone to be good stewards to our most vital natural resource.

Government agencies, water utilities and non-profit organizations around the state of Colorado have activated the campaign to spread important messages about water.

One of the goals identified in the Town of Ridgway Growing Water Smart Action Plan that was developed in October 2023, is to cultivate a “supportive and informed Ridgway community” with the outcome of a media/education campaign that “supports WaterSmart Ridgway.” Joining Colorado WaterWise would give the Town of Ridgway access to the numerous co-brandable campaign materials with engaging graphics and vital messages that Colorado WaterWise has developed. Materials include fact sheets, ads, banners, a social media calendar, and more. They also have an outreach guide to help members build or strengthen their water conservation campaign.

To learn more about their messaging and materials, check out lovecoloradowater.org.

FINANCIAL IMPLICATIONS:

With the Town of Ridgway falling in the category of a small water utility, the Town's annual membership fee would be \$650. Benefits of becoming a member include:

- Water conservation best practices guide
- Discount on Colorado WaterWise Symposium registration
- ***Colorado Water - Live Like You Love It* campaign toolkit**
- Archives of past webinar and lunch 'n learn recordings
- Archives of past newsletter editions
- Newsletter advertising discounts
- Access to member directory
- Share your achievements in a webinar or newsletter article - members get preference

PROPOSED MOTION:

“I move that the Town of Ridgway join Colorado WaterWise and become a campaign partner of the *Colorado Water – Live Like You Love It* educational campaign.”

AGENDA ITEM #15



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: May 2, 2024
Agenda Topic: **Annual presentation from the Ridgway Youth Advisory Council**

SUMMARY:

The 2023-2024 Youth Advisory Council (YAC) met a total of six times during their term. Members include:

- Riley Burr
- Keira DeLuccio
- Hannah Freed
- Lauren Mahlin
- Patrick Megahee

Highlights of this year's YAC program include:

- Riley Burr appointed mayor; Hannah Freed appointed mayor pro-tem
- Local Government Basics Presentation
- Presentation on Youth Tobacco Use in our Region
- Input on design for Hartwell Park Playground Project
- Presentation from Uncompahgre Watershed Partnership
- Presentation regarding the Town of Ridgway Water System
- Ridgway Youth Advisory Council Pickleball Tournament Capstone Project

YAC members will attend Wednesday's Town Council meeting to deliver their end-of-year presentation. They are expected to provide their key takeaways from their time on the YAC.

AGENDA ITEM #16

AGENDA ITEM #17