

Ridgway Town Council Regular Meeting Agenda Wednesday, October 1, 2025

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

Join Zoom Meeting

<https://us02web.zoom.us/j/83450570162?pwd=7qaCq2H21M6igCSl6RhfnSKa52T27.1>

Meeting ID: 834 5057 0162

Passcode: 676461

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, Michelle Montague, Terry Schuyler, Josey Scoville, Mayor Pro Tem Beth Lakin 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. Register of Demands for October 2025.
2. Renewal of restaurant liquor license for Thai Paradise.
3. Renewal of restaurant liquor license for Chipeta Lodge-Resort Plus Spa.
4. Water leak adjustment for Account #3430.3/Moran.
5. Water leak adjustment for Account #3850.0/Murphy.
6. Water leak adjustment for Account #3990.4/Sagel.
7. Water leak adjustment for Account #2890.1/Phillips.
8. Water leak adjustment for Account #8256.0/Greydanus.
9. Water leak adjustment Account #6650.1/Kinne.

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

10. **Application:** Garvey Subdivision Plat: A Resubdivision of Lot 7 of Marie Scott Subdivision and Lot 2 of the Anderson Minor Subdivision, Town of Ridgway; **Location:** Marie Street and Amelia Street; **Address:** 383 S AMELIA ST.; **Zone:** Residential (R); **Applicant:** Keith Garvey; **Owners:** Keith Garvey and TBD Marie St, LLC
11. Public Hearing and Second Reading of Ordinance No. 03-2025 Amending Section 7-4-8 "Landscape Regulations" of the Ridgway Municipal Code - Senior Planner.

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

12. Presentation of the Draft 2026 Fiscal Year Budget - Town Clerk/Treasurer.
13. Review and action on target funding amount for 2026 Community Grant Program - Town Manager.
14. Review and action on *Software As A Service Agreement* for use of Concept 3D: Self-Updating Community Calendar Software (i.e., Localist) - Town Manager.
15. Request to use Town right-of-way for Ridgway Independent Film Festival Community Walk/Run event on October 19th from 11:45 am to 2:00 pm - Town Clerk.
16. Review and direction on compensation of Town Council and Planning Commission - Town Manager.

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. 2025 Mosquito Management Report - Rodney Paulson, Public Works Maintenance Operator I.
18. 2025 Noxious Weed Management Report - Julie Kolb, Ouray County Vegetation Management.
19. 2025 Strategic Plan Progress Report
20. 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 Montague and Mayor Clark

Ridgway Parks, Trails & Open Space Committee - Councilor Kroger

Ridgway FUSE - Councilor Grambley

Ridgway Sustainability Advisory Board - Councilor Schuyler; alternate - Mayor Pro Tem Lakin

Ridgway Scholarship Committee - Mayor Pro Tem Lakin and Mayor Clark

Board Appointments:

Ouray County Weed Board - Mayor Pro Tem Lakin; alternate - Town Manager

Ouray County Joint Planning Board - Councilor Montague, 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 - Mayor Pro Tem Lakin; alternate - Councilor Montague
Water and Land Committee for the Uncompahgre Valley - Councilor Montague; alternate - Town Manager
Colorado Communities for Climate Action – Mayor Pro Tem Lakin; alternate - Town Manager
Colorado Municipal League Policy Committee - Town Manager
Home Trust of Ouray County - Town Manager
EcoAction Partners Board of Directors - Mayor Pro Tem Lakin; alternate - Councilor Kroger
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, November 5, 2025 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

Town of Ridgway
Register of Demands
 Sept 2025

Name	Memo	Account	Paid Amount
GovOS, Inc		Alpine-Operating Account	
	Oct 2025	538GOO · GOV OS Services	-1,699.45
TOTAL			-1,699.45
Armor Proseal LLC		Alpine-Operating Account	
	repair N. Lena St	637GO2 · Paving & Maintenance	-13,171.50
TOTAL			-13,171.50
Ridgway Area Chamber of Com...		Alpine-Operating Account	
	receipts - Jul 2025	529GOO · Tourism Promotion	-22,853.67
TOTAL			-22,853.67
Bruin Waste Management		Alpine-Operating Account	
	p.potties - Hartwell, Rollins & Weaver	732POO · Supplies & Materials	-790.00
TOTAL			-790.00
Federal Express		Alpine-Operating Account	
		990WOO · Testing - water	-101.84
TOTAL			-101.84
PEAC Solutions		Alpine-Operating Account	
	Oct 2025	548GOO · Office Equipment - Leases	-200.78
TOTAL			-200.78
Southwestern Systems Inc.		Alpine-Operating Account	
	pump & clean - lift station @ Amelia	931SOO · Maintenance & Repairs	-3,195.00
TOTAL			-3,195.00
Scott's Printing & Design		Alpine-Operating Account	
	embroidery	883GO3 · Uniforms	-318.60
TOTAL			-318.60
Ouray County Vegetation Mana...		Alpine-Operating Account	
	Apr - Sept 2025	769POO · Weed Control	-900.41
	Apr - Sept 2025	987WOO · Weed Control	-900.41
	Apr - Sept 2025	987SOO · Weed Control	-900.40
TOTAL			-2,701.22

Town of Ridgway
Register of Demands
Sept 2025

Name	Memo	Account	Paid Amount
CEBT		Alpine-Operating Account	
	Oct 2025	902SOO · Health Insurance	-1,679.00
	Oct 2025	902WOO · Health Insurance	-2,397.00
	Oct 2025	602GO2 · Health Insurance	-469.50
	Oct 2025	502GOO · Health Insurance	-7,213.00
	Oct 2025	802GO3 · Health Insurance	-5,114.00
	Oct 2025	702POO · Health Insurance	-1,408.50
	Oct 2025	526GOO · Life Insurance (all)	-117.60
	PRDD - Oct - DeFrancesco	66000 · Payroll Expenses (Payroll expen...	-980.00
	PRDD - Oct - Duncan	66000 · Payroll Expenses (Payroll expen...	-48.00
	PRDD - Oct - Neill	66000 · Payroll Expenses (Payroll expen...	-1,412.00
	PRDD - Oct - Patton	66000 · Payroll Expenses (Payroll expen...	-943.00
	PRDD - Oct - Schmalz	66000 · Payroll Expenses (Payroll expen...	-41.00
TOTAL			-21,822.60
Montrose Ford-Nissan Inc		Alpine-Operating Account	
	replace heater hose - 2013 F150	761POO · Vehicle & Equip Maint & Repair	-509.10
TOTAL			-509.10
IACP		Alpine-Operating Account	
	Assoc. Police Chiefs - conference regist...	821GO3 · Workshops & Training	-545.00
TOTAL			-545.00
Colorado State Treasurer		Alpine-Operating Account	
	3rd qtr 2025	913WOO · Office-Miscellaneous	-374.33
	3rd qtr 2025	913SOO · Office-Miscellaneous	-374.32
TOTAL			-748.65
Pollardwater		Alpine-Operating Account	
	flanges	CP2202 · Construction	-185.16
TOTAL			-185.16
Jake Cantor		Alpine-Operating Account	
	refund overpmnt - 175 Riverfront Lane	Acts Rec - Water	-15.15
	refund overpmnt - 175 Riverfront Lane	Acts Rec - Sewer	-15.15
TOTAL			-30.30
GEI Consultants		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-5,959.09
TOTAL			-5,959.09
Ridgway Ouray Community Co...		Alpine-Operating Account	
	refund - Defend Democracy event	428GOO · Parks, Facility, R-o-W User Fees	-175.00
TOTAL			-175.00

Town of Ridgway
Register of Demands
 Sept 2025

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Pam Foyster		Alpine-Operating Account	
	reimb - Planning Conf. - Foyster	523GOO · Council/PC - Conferences/Tr...	-125.00
TOTAL			-125.00
Angela M. Kemp		Alpine-Operating Account	
	reimb - APA memberships	522GOO · Dues & Memberships	-564.00
TOTAL			-564.00
David Kehmeier		Alpine-Operating Account	
	Microgrid ribbon cutting	778PO1 · Decker Room	-42.51
TOTAL			-42.51
John I Clark		Alpine-Operating Account	
	Clark	536GOO · Wellness Program	-700.00
TOTAL			-700.00

STAFF REPORT

Subject: Request for water leak adjustment - Account #3430.3/Moran

Initiated By: Pam Kraft, Town Clerk

Date: September 23, 2025

BACKGROUND:

Attached is a request for a water leak adjustment at 197 N. Charlotte submitted by Trisha Moran. The property owner found a break in the water line near the meter and repaired it (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 46,400 excess gallons and was billed \$516.00.

If Council chooses to award a leak adjustment the customer would be credited \$196.00.

FINANCIAL CONSIDERATIONS:

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

ATTACHMENT: Email dated September 8, 2025

Pam Kraft

From: ~~Pam Kraft~~
Sent: Monday, September 8, 2025 5:06 PM
To: Pam Kraft
Subject: FW: Water bill assistance

Hi Pam and Deb-

I had a waterline burst at my house on August. I just received my bill and am hoping to petition for relief from town council- it burst on a weekend and I called the town and had water turned off as soon as I was made aware of it. And replaced it the first business day after the issue.

It's 197 N Charlotte st

The pipe burst on Saturday, August 3 or possibly during the night

I called a plumber on an emergency service call, he discovered the pipe had burst right where it meets the towns line by the street

I immediately called the town and had someone come out and turn off the water and had Weber Excavation out at 7am on Monday August 5 to replace the whole line from street to house

STAFF REPORT

Subject: Request for water leak adjustment - Account #3850.0/Murphy
Initiated By: Pam Kraft, Town Clerk
Date: September 23, 2025

BACKGROUND:

Attached is a request for a water leak adjustment at 894 Sabeta submitted by Marisa Murphy. The leak was located in the irrigation system control box, and created excess usage of 31,800 gallons. The leak was repaired immediately after being found.

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.

If Council chooses to award a water leak adjustment the customer would be credited of \$61.56.

FINANCIAL CONSIDERATIONS:

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

ATTACHMENT: Email

Hello Town of Ridgway,

On the night of August 27th I discovered that half of my front lawn was under water, it was the same day as the large water line repair just above my house on Amelia St. - see photo attached

I spoke with Randy from the town water team and he said with the timing, it was related to the surge of turning the water back on and that he would make a note for a reduction on my bill.

As soon as I saw the water gushing out from my irrigation box, I got it handled by Jonathan Discoe of Fall Line Construction.

Please consider a reduction on my August water bill to the highest amount possible. It would be GREATLY appreciated.

Thank you for all you do -

Marisa Murphy
Marisa Murphy

890 Sabeta Drive - Solar Ranch

Email : ~~2p@protonmail.com~~

STAFF REPORT

Subject: Request for water leak adjustment - Account #3990.04/Sagal

Initiated By: Pam Kraft, Town Clerk

Date: September 23, 2025

BACKGROUND:

Attached is a request for a water leak adjustment at 241 S. Elizabeth submitted by Roger Sagal. The property owner found a break in the water line between the meter and the house, and had it repaired (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 38,500 excess gallons and was billed \$437.00.

If Council chooses to award a leak adjustment the customer would be credited \$157.00.

FINANCIAL CONSIDERATIONS:

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

ATTACHMENT: Email dated September 22, 2025



Outlook

RE: utility bill payment

From Roger Sagal <[REDACTED]>

Date Mon 9/22/2025 10:35 AM

To Lori Patton <lpatton@town.ridgway.co.us>

 5 attachments (20 MB)

Alpine-Ex pipe repair.pdf; 77621225522__D166F900-FB0A-4020-B4A1-EE65D229D60B.JPEG; 77621223726__4F34580B-4993-44F3-819D-0CB0F563A489.JPEG; IMG_2608 - Copy.jpg; IMG_2609 - Copy (3).jpg;

Lori,

The excess water usage was because of a broken section of pipe between the meter and the house.

I had it diagnosed and repaired as soon as I could after the water pressure in the house died.

The repair bill was \$2088.00.

Let me know if you need anything else.

Thank you.

Roger F. Sagal

NOTICE: CONFIDENTIAL AND PRIVILEGED MATERIAL

The information contained in this electronic message is legally privileged and intended only for use by the individual(s) named above. If the reader of this notice is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this electronic message is strictly prohibited. If

STAFF REPORT

Subject: Request for water leak adjustment - Account #2890.01/Phillips
Initiated By: Pam Kraft, Town Clerk
Date: September 23, 2025

BACKGROUND:

Attached is a request for a water leak adjustment at 540 Clinton Street submitted by Jenny Phillips. The property owner found the sprinkler timer was malfunctioning, and had it repaired (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 56,200 excess gallons and was billed \$614.00.

If Council chooses to award a leak adjustment the customer would be credited \$245.00.

FINANCIAL CONSIDERATIONS:

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

ATTACHMENT: Email dated September 16, 2025



Outlook

Re: Water Break Adjustments

From Jenny Lee Phillips <jenny.lee.phillips@town.ridgway.co.us>

Date Tue 9/16/2025 7:56 AM

To Lori Patton <lpatton@town.ridgway.co.us>

Dear Members. Please wave my \$900 water charge for August. I initially believed there was a leak in the sprinkler system going under my building but we have determined that water is from another cause. I now believe the electronic portion of the sprinkler timer was malfunctioning. We tested two zones for 10 minutes and they were using roughly 120 gallons per minute. There were three zones set for 20 minutes for two days a week (plus two zones of drippers which use substantially less water than sprinklers) set after the restriction was implemented. I was watering three days a week in June and July and didn't use an excessive amount of water. Plus when I recvd the bill I turned the timer to off and Randy checked the meter usage overnight and it continued to run. Only after I unplugged the device did it stop registering on the meter. I believe the timer electronics are defective due to age and of course we are putting in a new timer. I believe this malfunction is effectively the same as a leak and need you to forgive most of this charge. Thank you, Jenny Lee Phillips
Sent from my iPad

STAFF REPORT

Subject: Request for water leak adjustment - Account #8256.0/Greydanus

Initiated By: Pam Kraft, Town Clerk

Date: September 23, 2025

BACKGROUND:

Attached is a request for a water leak adjustment at 865 Sabeta submitted by Tim and Sarah Greydanus. The leak was located in the irrigation system and created excess usage of 13,000 gallons. The leak was repaired immediately after being found.

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.

If Council chooses to award a water leak adjustment the customer would be credited of \$29.00.

FINANCIAL CONSIDERATIONS:

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

ATTACHMENT: Email dated September 16, 2025



Outlook

Water leak at 865 Tabernash Ln, Acct 8256

From Tim and Sarah Greydanus <[REDACTED]>

Date Tue 9/16/2025 12:23 PM

To Lori Patton <lpatton@town.ridgway.co.us>

Cc Tim and Sarah Greydanus <[REDACTED]>

Hello,

We returned home from a short trip on the 28th of August and discovered that one of our exterior hoses connecting a hose bib to our drip irrigation system had ruptured and leaked a significant amount of water. Fortunately the leak was outside the house envelope and I believe we discovered the leak fairly soon, if it was related to the fluctuating pressures of the water pipe replacement work along Amelia Dr on the 26th of August.

Our August water bill was significantly higher than normal for us due to the leak, and I understand there is a mechanism to provide some partial relief given the circumstances.

Please let us know if this is an option for us or if you have any questions.

Thank you,

Tim and Sarah Greydanus
8256

865 Tabernash Ln
Ridgway CO 81432

[REDACTED]

STAFF REPORT

Subject: Request for water leak adjustment - Account #6650.1/Kinne
Initiated By: Pam Kraft, Town Clerk
Date: September 24, 2025

BACKGROUND:

Attached is a request for a water leak adjustment at 410 Kismet Street from Marcia Kinne. The property owner found a leak in the irrigation system, and had it repaired (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 31,000 excess gallons and was billed \$362.00.

If Council chooses to award a leak adjustment the customer would be credited \$119.00.

FINANCIAL CONSIDERATIONS:

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

ATTACHMENT: Email dated September 21, 2025



Outlook

water bill

From Marcia Kinne <[REDACTED]>
Date Sun 9/21/2025 8:25 PM
To Lori Patton <lpatton@town.ridgway.co.us>

Hi Lori,

I am emailing to make an official request for a reduction in our August water bill. Our water bill for the month of August was 481.00. We were notified about an extremely high jump in our water usage, which led to us discovering a leak in our irrigation system that is used to water our perennials, shrubs, and trees. We have worked over the years to establish waterwise landscaping on our property and do not have turf grass or a lawn, for the purpose of being mindful of our water usage in our high desert climate. We were shocked to discover the high usage in August and immediately made an effort to address the issue by shutting off the irrigation system which had a leak. Because this led to water in our crawl space which led to more issues we had to deal with, I forgot to send the email requesting a discount.

Because we did address it immediately, I'm wondering if it's still possible to consider a reduction in the bill.

Thank you for considering this request!

Sincerely,

Marcia Kinne

AGENDA ITEM #10



To: Honorable Mayor Clark and Ridgway Town Council
Cc: Preston Neill, *Ridgway Town Manager*
TJ Dlubac, AICP, *CPS, Contracted Town Planner*
From: Angela Kemp, AICP, *Town of Ridgway Senior Planner*
Date: September 25th, 2025
Subject: **Garvey Resubdivision Plat**
Staff Report for the October 1 Town Council Meeting

APPLICATION INFORMATION

Request:	Approval of a Resubdivision from two (2) lots to three (3) lots.
Legal:	Lot 2 Anderson Minor Subdivision, a Replat of Lot 1 of McCullough Minor Subdivision & Lot 7 of Marie Scott Village
Address:	383 S. Amelia St. and TBD Marie St., Ridgway, CO, 81432
General Location:	Corner of S. Amelia Street and Marie Street
Parcel #:	430517417002 & 430517414007
Zone District:	Residential - R
Current Use:	Single-family home with greenhouse, storage cabin, shed, and movable tiny home. The adjoining property is a vacant lot.
Applicant:	Keith Garvey
Owner:	Keith Garvey and TBD Marie Street, LLC C/O Keith Garvey

PROJECT REVIEW

BACKGROUND

The properties include two lots zoned as Residential - R. Figure 1 depicts the general location of the project site.

There is an existing home on proposed Lot C, while Lot B contains some outbuildings currently associated with the existing home. The outbuildings encroach on the frontage easement and the front setback as they exist. A note has been added requiring their removal (shed and greenhouse) when a building permit is pulled for that lot. Proposed Lot A is vacant.

No formal building plans have been submitted for either lot A or B. The applicant has expressed an interest in building a single-family home on each. While it is anticipated that both lots would be developed as residences, any use allowed within the R District may be proposed, provided provisions of the RMC are met.

REQUEST



Figure 1 General Location

The Applicant is requesting approval of a Resubdivision. The Resubdivision will subdivide two existing adjoining lots into three lots: Lot A, B, and C.

Lot C contains an existing home and storage cabin (383 S. Amelia St.) proposed to be 10,432 sq. ft.

Lot B Vacant (with the removal of a greenhouse and shed) is proposed to be 10,575 sq. ft.

Lot A Vacant is proposed to be 13,089 sq. ft.

Lot sizes in the Marie Scott Village subdivision are generally similar to the proposed lot sizes. The resubdivision would create an additional buildable lot and corrects an unusual property shape on the southeast corner of the current Lot 7 of the Marie Scott Village Subdivision to maximize use of the property.

CODE REQUIREMENTS

RMC §7-5-2(J)(2) PROCEDURES

(e) Evaluation by Staff and Referral Agencies. Upon determination of completeness, the Town Manager or designee shall refer the application to additional reviewing agencies as set forth in Section [7-5-2\(B\)\(4\)](#), Referral Agencies, and review the application for conformance with the requirements and standards of this Municipal Code.

(f) Staff Report. A staff report shall be prepared and provided to the reviewing body in accordance with Section [7-5-2\(B\)\(5\)](#), Staff Report.

(g) Review and Recommendation by the Planning Commission.

(i) The Planning Commission shall review the resubdivision application in a manner consistent with Table T-5.1 to evaluate compliance with applicable standards. Following its review of the application, the Planning Commission may provide either a recommendation to approve, approve with conditions, or deny the application to the Town Council based on the criteria set forth in Section [7-5-2\(J\)\(3\)](#), Approval Criteria.

(ii) The Planning Commission may, in its sole discretion, continue or postpone the public hearing to a specified date and time in order to permit preparation of additional information for further review by the Planning Commission prior to providing a recommendation to the Town Council.

(h) Review and Action by the Town Council.

(i) The final decision to approve, approve with conditions, or deny a resubdivision application shall be made by the Town Council in a manner consistent with Table T-5.1 and be based upon the criteria set forth in Section [7-5-2\(J\)\(3\)](#), Approval Criteria.

(ii) The Town Council may, in its sole discretion, continue or postpone the public hearing to a specified date and time in order to permit preparation of additional information for further review by the Town Council prior to making a final decision.

RMC §7-5-4 DESIGN STANDARDS

(A) General Provisions:

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

subdivision and the public welfare, or more effectively achieve the purposes of these Subdivision Regulations.

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

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

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

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

RMC §7-4-8 LANDSCAPE REGULATIONS:

(F)(11) Slopes: Removal of existing vegetation, including ground cover and trees, is strongly discouraged on slopes greater than 30 percent. Development on slopes greater than 15 percent shall maintain the maximum vegetative cover possible to protect soils, prevent land slippage, and retain wildlife habitat and open space resources. A minimum of 50 percent of vegetation on slopes greater than 15 percent shall not be disturbed during development.

The lots within this subdivision contain areas of steep slope in excess of 30%, which have been delineated on the Plat. A plat note has been added that limiting disturbance of vegetative cover on these slopes is required by the RMC.

ANALYSIS

COMPLIANCE WITH THE MASTER PLAN

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

Maximum Density / Height	2 to 8 du/ac; 2.5 stories
Primary Uses:	Single-family homes and duplexes
Supporting Uses	Parks and recreational facilities, community gardens, and civic and government facilities. Accessory dwellings where permitted
Characteristics	<ul style="list-style-type: none"> • Single-Family Neighborhoods are made up primarily of single-family homes, with a small number of duplexes and smaller multi-family buildings mixed in, oftentimes near transitions between different land uses. Accessory dwelling units are encouraged where permitted. • The neighborhoods should incorporate open space into the overall design to provide recreational opportunities to

	<p>residents and/or preserve wildlife habitat or environmentally sensitive lands.</p> <ul style="list-style-type: none"> While streets may not follow a grid pattern, connections to existing adjacent developments or areas should be provided for pedestrians and bicyclists to promote walkability.
--	---

The Master Plan provides important insight into the community's vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals.

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

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

LAND USES

The Applicant is proposing two adjoining lots resubdivide to become three lots. While the indicated plan is for a single-family home for each lot (see *General Written Narrative*), the Applicant is not proposing any construction for either lot at this time. Each lot will need water and sewer tap fees paid in full and excise tax for all lots paid in full ahead of recording a final plat.

Utilities: A utility plan is required to ensure that any lots created are serviceable. Lot C has an existing water tap and sewer tap that serves 383 S. Amelia St.

Table T-4.3 of the RMC identifies the uses by right and conditional uses permitted in the R zone district. Single-family dwellings are allowed in the R zone district.

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

<i>Lot</i>	<i>Lot Size SF</i>	<i>Use</i>
Lot A	13,089 sq.ft.	Future residence
Lot B	10,575 sq.ft.	Future residence. Existing greenhouse and shed to be removed.
Lot C	10,423 sq.ft.	Existing Residence: 383 S. Amelia St.
Totals	34,087 sq.ft.	-

DIMENSIONAL STANDARDS

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

<i>Standard</i>	<i>Requirement</i>	<i>Proposed</i>		
		<i>Lot A</i>	<i>Lot B</i>	<i>Lot C</i>
Min. Lot Width	50'	50'	50'	**137.73 (at S. Amelia St.)
Min. Lot Size	6,000sf	13,089 sq.ft	10,575 sq.ft	10,423 sq.ft.
Max. Lot Coverage	50%	*TBD with building permit	*TBD with building permit	<50%

Min. Front Setback	15'	*TBD with building permit	*TBD with building permit	14.3' at closest distance (second floor porch overhang) Eaves may overhang into setbacks by 12" so we may treat this the same.
Min. Rear Setback	8' (2' if abuts alley)	*TBD with building permit	*TBD with building permit	8'
Min. Side Setback	5' (2' if abuts alley)	*TBD with building permit	*TBD with building permit	26.25'+
Max. Side on Corner Lot	7.5'	*TBD with building permit	N/A	26.25'+
Structure Height	27'	*TBD with building permit	*TBD with building permit	Existing home

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

***7-4-4(P)(2)(g) Lot width shall be measured at the frontage of that abutting public street which provides actual access to the lot.*

SUPPLEMENTAL REGULATIONS

(M) Parking Standards.

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

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

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

DESIGN STANDARDS

(A) General Provisions:

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

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

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

An existing shed and greenhouse will be removed ahead of the plat being recorded.

UTILITIES

Water and Sewer Service: Lot C will continue to utilize the existing water and sewer taps, while Lot A & B will be served by a new water and sewer tap that will connect to the line in Marie Street. Tap fees will be required with the resubdivision, but installation and connection won't be required until building permits are pulled. A portion of the tap fees for Lot 7 of Marie Scott Village subdivision have been previously paid. A new water/sewer tap application is required to document the balance due for those taps, which can serve either proposed Lot A or Lot B. Installation will need to be paid for and finalized prior to the town issuing any building permits for Lots A & B. If additional easements are necessary, those would have to be established at that time.

Electric Service: A will-serve letter was obtained from San Miguel Power Association. Lot C will maintain existing service. Service for Lots A & B will be connected within the easement along Marie Street. Lot This 10' easement is shown on the plat where electrical service will be undergrounded to each lot (see plat).

Natural Gas Service: The application was forwarded to Black Hills for review, and they did not return any comment. Depending on if natural gas service is needed for development, this will have to be finalized prior to the town issuing building permits for Lots A&B and if additional easements are necessary, those would have to be established at that time.

PUBLIC NOTICE AND PUBLIC COMMENT

The application was forwarded to referral agencies on August 6th, 2025, with a due date of August 28th, 2025. The materials were sent to ten referral agencies and seven responded. All referral comments have been adequately addressed.

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

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

One public comment was received and read into the record at the Planning Commission meeting. The comment letter (email) has been included as part of the packet materials for Town Council's consideration. The issues discussed in the letter are being addressed by the applicant according to an email from Keith Garvey dated September 25, 2025, and included as part of the packet materials (attached).

PLANNING COMMISSION RECOMMENDATION

At the Regular Meeting of the Planning Commission on September 17th, at a duly noticed public hearing, the Planning Commission voted to recommend approval of the Garvey Resubdivision Application with the following condition, finding that the criteria in RMC 7-5-2(J)(3) have been met:

1. Prior to the Town recording the Resubdivision Plat with the Ouray County Clerk and Recorder's Office, all signatures shall be obtained, and the remaining water and sewer tap fees and excise tax for all lots shall be paid.

STAFF RECOMMENDATION

Upon review of the application against applicable Town standards, staff recommend the following motion and condition.

Recommended Motion:

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

2. Prior to the Town recording the Resubdivision Plat with the Ouray County Clerk and Recorder's Office, all signatures shall be obtained, and the remaining water and sewer tap fees and excise tax for all lots shall be paid.

Alternative Motions:

Approval with other conditions:

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

1. _____
2. _____
3. _____

Denial:

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

ATTACHMENTS

1. Garvey Resubdivision Final Plat
2. Application Materials
3. Public Comment dated September 17th, 2025
4. Response to the Public Comment from the Applicant dated September 25th, 2025

Final Plat of the Garvey Resubdivision

a Resubdivision of Lot 2 of the Anderson Minor Subdivision

&

Lot 7 of the Final Plat of Marie Scott Subdivision

all in the E1/2 of Sec.17, T45N, R8W, N.M.P.M.

Town of Ridgway, County of Ouray, State of Colorado

CERTIFICATE OF OWNERSHIP AND DEDICATION

Know all persons by these presents: Keith Garvey and TBD Marie St., LLC (managed by Keith Garvey) being the owners of the land described as follows:

1. KEITH GARVEY owner of LOT 2, ANDERSON MINOR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 2005 AT RECEPTION NO. 187531, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, has laid out, platted and subdivided the same as shown on this plat under the name of FINAL PLAT OF THE GARVEY RESUBDIVISION, and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.

2. TBD MARIE STREET, LLC, A COLORADO LIMITED LIABILITY COMPANY owner of LOT 7, MARIE SCOTT VILLAGE SUBDIVISION, ACCORDING TO THE THE PLAT RECORDED MARCH 9, 1995 AT RECEPTION NO. 158899, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, has laid out, platted and subdivided the same as shown on this plat under the name of FINAL PLAT OF THE GARVEY RESUBDIVISION, and by these presents does hereby dedicate to the perpetual use of the Town of Ridgway, Ouray County, Colorado, the streets, alleys, roads, and other public areas as shown and designated for dedication hereon and hereby dedicate those portions of land labeled as utility easements for the installation and maintenance of public utilities as shown hereon.

In witness hereof Owner has executed this Plat effective as of _____, 20____.

By: _____

Printed Name: _____

Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 20____, by

_____ as the _____ of _____, a Colorado LLC.

Witness my hand hand and official seal.

_____ My commission expires: _____

Notary Public

LIEN HOLDER'S CERTIFICATE:

The undersigned, being the holder of a deed of trust (Reception No. _____) encumbering the property described as LOT 2, ANDERSON MINOR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 2005 AT RECEPTION NO. 187531, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO joins in and consents to the filing hereof.

Alpine Bank

By: _____

Barbara Latham, Vice President / Manager

ATTORNEY'S CERTIFICATE:

I, Roger Sagal, an attorney at Law, duly licensed to practice in Colorado, do hereby certify that I have examined the title of all land herein platted and described in the above Certificate of Ownership and Dedication, and that title to such land is in the owners and dedicators; and that the title to all dedicated property therein described, is free and clear of all liens and encumbrances, except as follows:

Dated this _____ day of _____, 20____.

By: _____, Attorney at Law

PLANNING COMMISSION:

Recommended for approval by the Planning Commission this _____ day of _____, 20____.

By: _____

Michelle Montague, Town of Ridgway Planning Commission Chairperson

TOWN COUNCIL:

Approved by the Town Council this _____ day of _____, 20____.

By: _____

John Clark, Town of Ridgway Mayor

APPROVAL OF TOWN ATTORNEY:

Approved for recording with the Ouray County Clerk and Recorder's Office this _____ day of _____, 20____.

By: _____

Bo Nerlin, Town of Ridgway Attorney

CERTIFICATE OF IMPROVEMENTS:

The undersigned, Town Manager of the Town of Ridgway, certifies that all required improvements and utilities are installed, available, and

adequate to serve each lot in the _____ Subdivision.

Dated this _____ day of _____, 20____.

By: _____

Preston Neill, Town of Ridgway Town Manager

TREASURER'S CERTIFICATE:

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

Date this _____ day of _____, 20____.

By: _____

Jill Mihelich, Ouray County Treasurer

RECORDER'S CERTIFICATE:

This plat was filed for recording in the office of the Clerk and Recorder of Ouray County at ____:____.M. on the _____ day of _____, 20____.

under Reception No. _____

By: _____

Cristy Lynn, Ouray County Clerk and Recorder

PLAT NOTES:

1. All construction will conform with the Ridgway Municipal Code.

2. Outdoor Lighting: All outdoor lighting shall conform to Ridgway Municipal Code Section 7-4-6(M), Outdoor Lighting Regulations, as may be amended.

3. The maximum number of dwelling units allowed is _____ for which the applicable excise tax has been paid. If any additional units are added the excise tax for said units shall be due with the building permit or upon any further subdivision.

4. All provisions of the Ridgway Municipal Code, as adjusted from time to time, apply to this property with the exception of those explicitly provided for in the

_____ PUD. Where there is a conflict between the provisions of the Ridgway Municipal Code and the provisions of the PUD, this PUD shall prevail.

5. The property platted hereon is subject to the prior easements as shown hereon.

6. The property platted hereon is subjects to the plat notes as recorded of the ANDERSON MINOR SUBDIVISION as recorded in the Ouray County Records at Reception No. 187531 and the FINAL PLAT OF MARIE SCOTT VILLAGE SUBDIVISION as recorded in the Ouray County Records at Reception No. 158899 and as may be amended from time to time.

7. Lots A, B, & C contain areas of steep slopes in excess of 30% as delineated on the plat. Limiting disturbance of existing vegetation on steep slopes is required by the Ridgway Municipal Code Section 7-4-8(F)(11).

FINAL PLAT

Keith Garvey
383 S. Amelia St
Ridgway, CO 81427

Monadnock Mineral Services LLC
342 7th Ave - P.O. Box 85
Ouray, CO 81427

Job No.
J23-039

Sheet
1 of 2

Final Plat of the Garvey Resubdivision

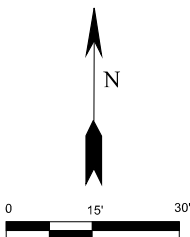
a Resubdivision of Lot 2 of the Anderson Minor Subdivision

&

Lot 7 of the Final Plat of Marie Scott Subdivision

all in the E1/2 of Sec.17, T45N, R8W, N.M.P.M.

Town of Ridgway, County of Ouray, State of Colorado

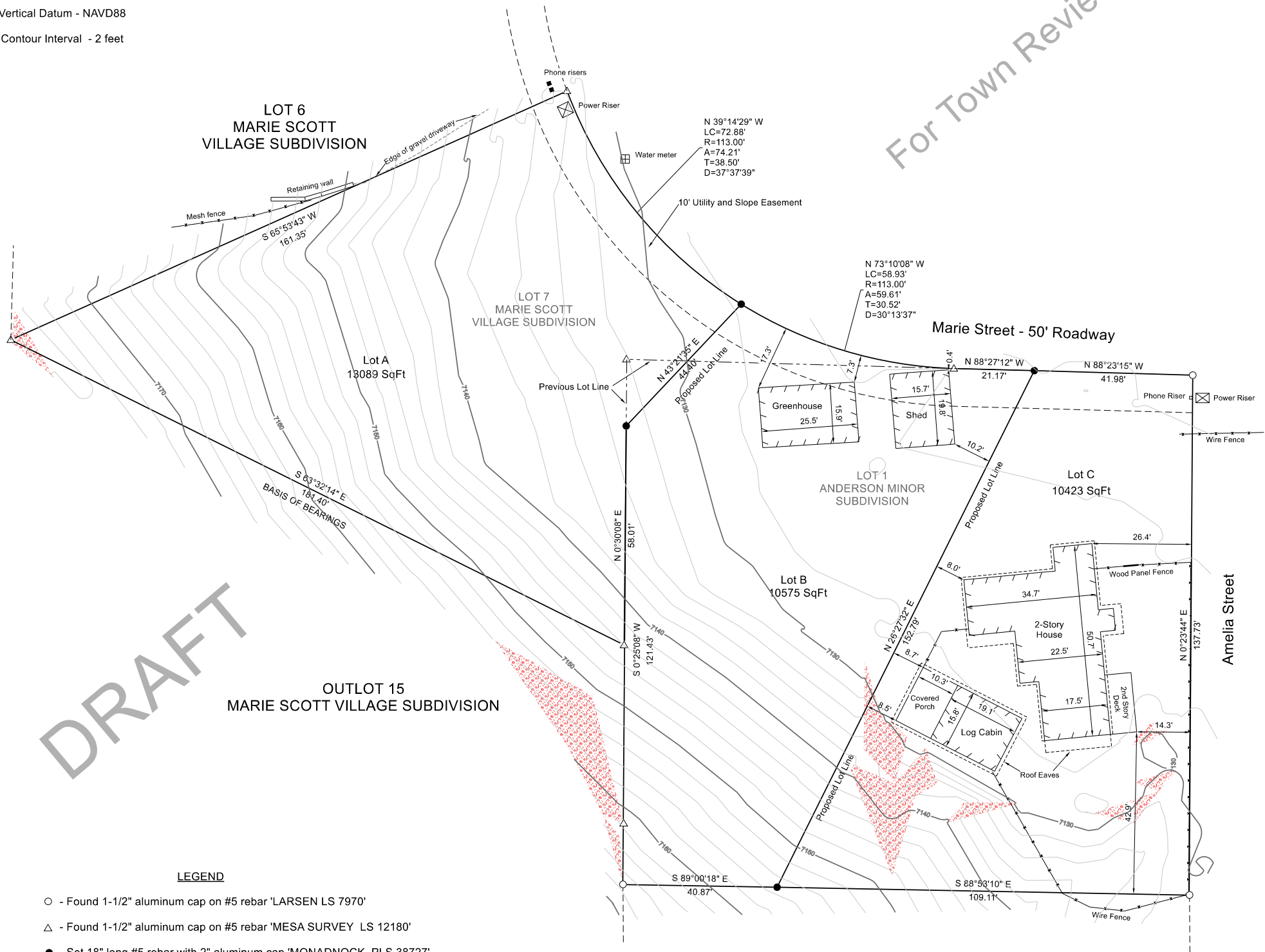


Scale: 1"=15'

Linear Units: U.S. Survey Feet

Vertical Datum - NAVD88

Contour Interval - 2 feet



LEGEND

- - Found 1-1/2" aluminum cap on #5 rebar 'LARSEN LS 7970'
- △ - Found 1-1/2" aluminum cap on #5 rebar 'MESA SURVEY LS 12180'
- - Set 18" long #5 rebar with 2" aluminum cap 'MONADNOCK PLS 38727'
- Areas of slopes greater than 30°



Location Map - not to scale

Notes:

- Survey performed without the benefit of a title commitment. Research was conducted at the Surveyor's Office, Assessor's Office, and Clerk & Recorder's Office of Ouray County, Colorado.
- Property Descriptions:
 - LOT 2, ANDERSON MINOR SUBDIVISION, REPLAT LOT 1, MCCULLOUGH MINOR SUBDIVISION, SITUATED IN THE E 1/2 SECTION 17, T. 45 N., R. 8 W., N.M.P.M., TOWN OF RIDGWAY, OURAY COUNTY, COLORADO.
 - LOT 7, FINAL PLAT OF MARIE SCOTT VILLAGE SUBDIVISION, REPLAT OF LOT 2, MCCULLOUGH MINOR SUBDIVISION TO THE TOWN OF RIDGWAY, OURAY COUNTY, COLORADO IN THE E 1/2 OF SECTION 17, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN
- This survey is valid only if print has the original seal and signature of the surveyor.
- Basis of Bearings: Bearings are local grid bearings. The bearing of boundary between Lot 7 and Outlot 15 of the Marie Scott Subdivision is S 63°32'14" E. Monuments described and shown hereon. All bearings shown hereon are relative thereto.
- No below-ground utilities are shown hereon. No research has been done concerning the existence, size, depth, condition, capacity or location of any utility or municipal/public service facility. For information regarding these utilities, please contact the appropriate agencies. All underground utilities must be field located by the appropriate agency or utility company prior to any excavation, pursuant to C.R.S. 9-1.5-103.
- Dates of fieldwork: September 2023, June 2024, and _____ 2025
- According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from date of certification shown hereon.
- Any person who knowingly removes, alters, or defaces any legal land boundary monument and/or boundary monument accessory, commits a class 2 misdemeanor pursuant to C.R.S. 18-4-508.
- Lot B will remove Greenhouse and Shed once a building permit is pulled as both encroach on front setbacks.
- Lots A, B, and C contain areas of steep slopes in excess of 30% as delineated on the plat. Limiting disturbance of existing vegetation on steep slopes is required by the Ridgway Municipal Code Section 7-4-8(F)(11).

Surveyor's Certification Statement

I, Timothy A. Pasek, a Professional Land Surveyor licensed in the State of Colorado, do hereby certify that this plat, consisting of two (2) sheets, accurately represents, to the best of my knowledge, information and belief, a survey made by me or under my responsible charge in accordance with applicable standards of practice, and that said survey conforms to all requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations. This survey is not a warranty or guarantee, expressed or implied.

Timothy A. Pasek
Colorado P.L.S. 38727

FINAL PLAT

Keith Garvey
383 S. Amelia St
Ridgway, CO 81427

Monadnock Mineral Services LLC
342 7th Ave - P.O. Box 85
Ouray, CO 81427

Job No.
J23-039

Sheet
2 of 2



APPLICATION

Official Use Only:

Receipt # 514208

Date received 6/30/25

Initials GH

pd check # 1364

General Information

Applicant Name

Keith Garvey

Application Date

06/30/2025

Mailing Address

allmountainadventures247@gmail.com

Phone Number

970-596-0619 ✓

Email

allmountainadventures247@gmail.com

Owner Name

Keith Garvey

Phone Number

970-596-0619

Email

allmountainadventures247@gmail.com

Address of Property for Hearing

383 S Amelia St and TBD Marie St. lot 7

Zoning District

Residential

Brief Description of Requested Action

I am applying to resubdivide my two adjoining lots into three.

Action Requested and Required Fee Payable to the Town of Ridgway

Land Use Applications

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

Subdivisions

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

Signs

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

Miscellaneous Applications

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

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

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

Application Signatures

Please note that incomplete applications will be rejected.

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

Please contact staff with any questions.

Applicant Signature



Date

06/30/2025

Owner Signature



Date

06/30/2025

Town of Ridgway, Colorado Acknowledgment of Fees and Costs

Keith Garvey

("Applicant") and

Keith Garvey

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

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

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

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

Acknowledge this 30 day of June, 20 25.

APPLICANT:

By:



(Signature)

Keith Garvey

, authorized signer

(Print Name)

PROPERTY OWNER:

By:



(Signature)

Keith Garvey

, authorized signer

(Print Name)

General Written Narrative

Ridgway Planning Commission:

I am applying to resubdivide my two adjoining lots into three. As a dedicated member of the local community since 2010, I am honored to have this opportunity.

Currently, one of the lots is my primary residences, 383 S. Amelia St. (.48 acres) that has 1,432 square feet of living and a log cabin in the back that has electricity to it, but no plumbing. This currently is used for storage and is 300 square feet.

The other property, TBD Marie St. Lot 7, is .31 acres and currently is a vacant lot that has no structures on it. The road, Marie St., is paved and curbed to the lot and the lot sits on a hillside. It starts off gentle and get steeper in the back, with a little vegetation in front and thicker in the back.

These two lots will be resubdivided into three lots at or above .23 acres per lot. The new lot being created (Lot B), currently has a shed and greenhouse structure on it. They will be removed once a building permit is pulled. The access is a flat entrance via Marie St. with the front half of the lot flat and the other half has a steeper slope in the back.

The two vacant lots will be developed separately, each having a single family home that will meet the Town of Ridgway's building code and aesthetics. Each will have their own access with three separate driveways. Lot A and B both have steeper hillsides in the back part of the lot, but with good engineering/shoring are definitely buildable within Town Specifications. The rest of the slopes above are anchored well with lots of juniper and pines. Since these are corner lots, with no homes behind, I do not see any impacts on adjacent properties or public infrastructure. There are no other encumbrances that are known for lots A and B.

Though I do not have architectural plans yet for the vacant lots, I will be using a reputable local architect to design two high quality homes that are uniquely positioned to create privacy, optimize views and overall appeal. My goal is to build one at a time with the first becoming my new primary residence, then develop the other lot to rent out.

I recently did a similar project in Telluride, where I took vacant land and designed with local architect Jack Wesson two homes side by side, on a steeper hillside. I made it through building approval, but ended up selling the lots with plans and engineering plans included. Renderings are attached of the two home that were approved for building in Telluride.

I am excited to create a new primary residence and eventually provide more living opportunities in our little town.

Thanks for your consideration!

Keith Garvey

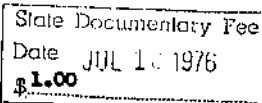
WARRANTY DEED

MARIE SCOTT, of the County of Ouray, State of Colorado ("Grantor"), for the consideration of Ten Dollars (\$10.00) and other valuable considerations, in hand paid, hereby sells and conveys to ROBERT F. MC CULLOUGH and MARY MC CULLOUGH as joint tenants, whose address is Geneva, Illinois ("Grantees"), in and to the following described real property in the County of Ouray and State of Colorado, to-wit:

That part of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 17, Township 45 North Range 8 West, N.M.P.M., described as beginning at the SE Corner of the said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, thence North 26 Rods, thence South 80 Rods, thence South 26 Rods, thence East 80 Rods to the place of beginning; the North 27 acres in the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the South 7 acres in the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, Section 17, Township 45 North, Range 8 West, N.M.P.M., excepting 1.408 acres more or less conveyed to the State Department of Highways, Division of Highways, State of Colorado, by Quitclaim Deed recorded in Book 169 at Page 398 in the Office of the Recorder of Ouray County, Colorado except for highway rights-of-way presently existing or of record, and except any reservations or grants of gas, oil and mineral rights affecting the above lands and appearing of public records and there is hereby reserved to Grantor an undivided one-half interest in all gas, oil and mineral rights held by her.

Together with all of Grantor's right, title and interest in a 60 foot strip of land utilized for road purposes extending from the Westerly side of Amelia Street of the Town of Ridgway, Colorado to the Northeast right-of-way line of Colorado Highway 62;

Also together with any and all improvements situated upon the above lands and together with all water and water rights, ditches and ditch rights used in connection therewith and appertenant thereto and specifically, but not limited to, 2 inches of water in the Dallas Ditch, said 2 inches of water being more specifically described as Priority 42 in Dallas Ditch 83 .



Grantor warrants title to the above property.

Signed this 13th day of April, 1976.

Marie Scott
MARIE SCOTT

STATE OF COLORADO)
COUNTY OF M E S A) ss.

The foregoing instrument was acknowledged before me
this 13th day of April, 1976 by Marie Scott.

WITNESS MY HAND AND OFFICIAL SEAL.

Joan Springer
Notary Public

My commission expires:



Duly recorded in Book 169, Page 762

This Deed, Made this 28th day of December in the year of our Lord

one thousand nine hundred and seventy-six between MARIE SCOTT, an unmarried woman,

of the County of Ouray and State of Colorado, of the first part, and

ROBERT F. McCULLOUGH and MARY McCULLOUGH

of the County of Kane and State of Illinois, of the second part;

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations ~~xx~~ to the said part 1es of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released, sold and quit-claimed, and by these presents do remise, release, sell and quit-claim, unto the said parties of the second part, not in tenancy in common but in joint tenancy, the survivor of them, their assigns and the heirs and assigns of such survivors forever, all the following described lot or parcel of land, situate, lying and being in the County of Ouray and State of Colorado, to-wit:

That part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 17, Township 45 North, Range 8 West of the New Mexico Principal Meridian, described as beginning at the Southeast Corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$, thence North 26 rods, thence West 80 rods; thence South 26 rods; thence East 80 rods to the place of beginning; the North 27 acres in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ and the South 7 acres in the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 17, Township 45 North, Range 8 West of the New Mexico Principal Meridian, excepting 1.408 acres, more or less, conveyed to the State Department of Highways, Division of Highways, State of Colorado, by Quit Claim Deed recorded in Book 169 at Page 398 in the office of the Recorder of Ouray County, Colorado, except for highway rights of way presently existing or of record, and except any reservations or grants of gas, oil and mineral rights affecting the above lands and appearing of public records and there is hereby reserved to Grantor an undivided one-half interest in all gas, oil and mineral rights held by her.

Together with all of Grantor's right, title and interest in a 60-foot strip of land utilized for road purposes extending from the Westerly side of Amelia Street of the Town of Ridgway, Colorado, to the Northeast right of way line of Colorado Highway 62;

Also together with any and all improvements situated upon the above lands and together with all water and water rights, ditches and ditch rights used in connection therewith and appurtenant thereto and specifically, but not limited to, 2 inches of water in the Dallas Ditch, said 2 inches of water being more specifically described as Priority 42 in Dallas Ditch 83.

(This deed is given to correct property description in Warranty Deed recorded July 16, 1976, in Book 185 at Page 780 of the records in the office of the County Clerk and Recorder of Ouray County, Colorado.)

To Have and to Hold the Same, Together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the said part Y of the first part, either in law or equity, to the only proper use, benefit and behoof of the said parties of the second part, the survivors of them, their assigns and the heirs and assigns of said survivors forever.

In Witness Whereof, The said part Y of the first part has hereunto set her hand and seal the day and year first above written.

~~Stated and Delivered to the Recorder~~

Marie Scott
Marie Scott

Seal
Seal
Seal

(Correction Deed)

STATE OF COLORADO,
County of Mesa
I, Joyce Springer

a Notary Public in and for said
Mesa County, in the State aforesaid, do hereby certify that Marie Scott,

an unmarried woman, who is personally known to me to be the person whose name is subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 28th day of December, A.D. 1976.

My commission expires 7/26/1978

A.D. 19

Joyce Springer
Notary Public

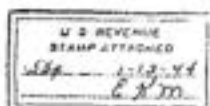
This Breed, Made this 16th day of April in the year of our Lord one thousand nine hundred and forty-two between

HARRY D. MOCK
of the County of San Juan
and State of Colorado, of the first part, and

of the County of Oury

Witnesseth, That the said part 7 of the first part, for and in consideration of the sum of ONE DOLLAR AND OTHER VALUABLE CONSIDERATIONS Dollars, to the said part 7 of the first part in hand paid by the said part 7 of the second part, the receipt whereof is hereby confessed and acknowledged, he 8 granted, bargained, sold and conveyed, and by these presents do 88 grant, bargain, sell, convey and confirm unto the said part 7 of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Owner and State of Colorado, to-wit:

Beginning at the Southeast corner of the Northwest Quarter of the Southeast Quarter (NW $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Seventeen (17), Township Forty-five (45) North, Range Eight (8) West of the New Mexico Principal Meridian; thence North 26 rods; thence West 80 rods; thence South 26 rods; thence East 80 rods to place of beginning, containing 13 acres, together with 2 inches of water in the Dallas Ditch. SAVE AND EXCEPT and undivided one-half interest in and to all oil and mineral rights which first party reserves.



Together with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said said *y* of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

To Have and to Hold, The said premium above bargained and described, with the appurtenances, unto the said part Y of the second part, his heirs and assigns forever. And the said **PATRY C. MACK**

and administrators, do as covenant, grant, bargain and agree to and with the said part 7 of the second part, for his heirs, executors and administrators, at the time of the making and delivery of these presents he is well as and of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, leases, tenements, mortgages and incumbrances, of whatever kind Signature never: No exceptions

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and with Warrant and Forever Defend.

In Witness Whereof, The said part y of the first part ha s hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Harry C. Mock / (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF COLORADO,
County of Ouray
County, in the State aforesaid, do hereby certify that

I, Grover C. Huffnagle, a Notary Public,
Harry C. Mock
who is
personally known to me to be the person whose name is subscribed to the annexed Deed,
appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.
Given under my hand and Notarial seal, this 16th day of April, A D 19 42
My commission expires June 16, 1945.

Grover C. Haffnagle
NOTARY PUBLIC
Greeley County, Colo.

Grover C. Haffnagle
Notary Public.

Filed for record the 12 day of January, A. D. 19 44, at 9:15 o'clock A. M.
 _____ Eva H. Moule _____ County Clerk
 By _____ Gladys Kettle _____ Deputy

**TERMINATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MARIE SCOTT VILLAGE SUBDIVISION**

RECITALS

WHEREAS, the real property constituting the Marie Scott Village Subdivision is located in E1/2 of Section 17, Township 45 North, Range 8 West, N.M.P.M., Ouray County, Colorado and is shown on the Recorded Plat thereof filed in the Ouray County Records on March 9, 1996 at Reception No. 158899 ("Marie Scott Village Subdivision").

WHEREAS, This First Amendment to the Declaration of Protective Covenants for Marie Scott Village Subdivision is made as of the last date below, is by the undersigned Marie Scott Subdivision Owners, and is intended to amend, revoke, and TERMINATE the prior filed Declaration of Protective Covenants for Marie Scott Village Subdivision, which was recorded on March 6th 1995 in Book 230 Pages 883-895A of the Ouray County Clerk and Recorder's records ("Original Covenants").

WHEREAS, the undersigned lot owners within the subdivision hereby agree to AMEND, REVOKE AND TERMINATE the Original Covenants for the Marie Scott Subdivision. The undersigned signatories represent at least 67% of the lot owners within the Marie Scott Village Subdivision in compliance with CRS §§ 38-33.3-217(1)(a).

WHEREAS, the undersigned lot owners within the subdivision also hereby agree to AMEND, REVOKE AND TERMINATE the Original Covenants for the Marie Scott Subdivision pursuant to Article IX Section 7 of the Original Covenants, which requires 60% of the owners to assent to such Termination in which case said Covenants shall not renew. The undersigned signatories represent at greater than 60% of the lot owners within the Marie Scott Village Subdivision.

NOW THEREFORE, THE MARIE SCOTT VILLAGE SUBDIVISION, and each part thereof, together with any additions thereto as may hereafter be made, shall be owned held, transferred, sold, conveyed, encumbered, used, and occupied WITHOUT RESTRICTION by the Original Covenants, which are hereby TERMINATED.

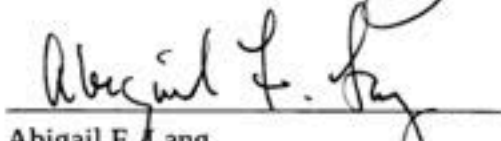
IN WITNESS WHEREOF, The Owners of lots within the Subdivision have executed and approved this Amended Declaration of Covenants, Conditions and Restrictions for Marie Scott Village Community HOA on this 19 day of June 2024.

Agreement of Lot Owners to Covenant Termination:

Marie Scott Village Subdivision:

Lot 2: 227 Marie St

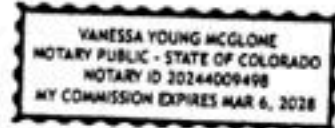

Randall C. Lang


Abigail F. Lang

STATE OF Colorado

)
) ss.

COUNTY OF Ouray

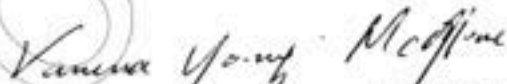


Executed and acknowledged before me this 19 day of June, 2024, by

Randall C. Lang and Abigail F. Lang, owners of Marie Scott Village Lot 2

Witness my hand and official seal.

My commission expires: March 6, 2028


Vanessa Young McGlone

NOTARY PUBLIC

Lot Owners:

Marie Scott Village Subdivision:

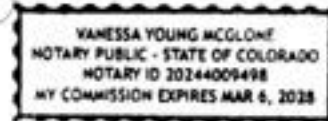
Lot 3: 239 Marie St.

Gregory G. Wedel
Flats, LLC Manager
GREGORY G. WEOEL

STATE OF Colorado

COUNTY OF Curay

) ss.



Executed and acknowledged before me this 19 day of June, 2024, by

Gregory G. Wedel as manager of FLATS, LLC, owners of Marie Scott Village Lot 3

Witness my hand and official seal.

My commission expires: March 6, 2028

Vanessa Young McGlone
Vanessa Young McGlone

NOTARY PUBLIC

Lot Owners:

Marie Scott Village Subdivision:

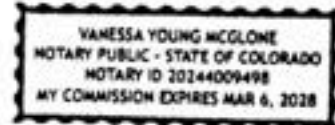
Lot 4: 247 Marie St



Michael Karl Pennings

STATE OF Colorado

COUNTY OF Ouray

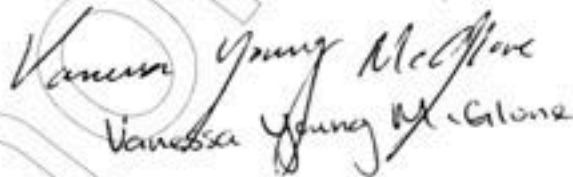


Executed and acknowledged before me this 19 day of June, 2024, by

Michael Karl Pennings owner of Marie Scott Village Subdivision Lot 4

Witness my hand and official seal.

My commission expires: March 6, 2028



NOTARY PUBLIC

Lot Owners:

Marie Scott Village Subdivision:

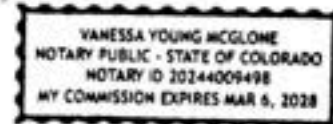
Lot 6: 267 Marie St



Jacob R. Niece

STATE OF Colorado

COUNTY OF Ouray


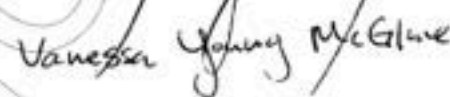


Executed and acknowledged before me this 19 day of June, 2024, by

Jacob R. Niece owner of Marie Scott Village Subdivision Lot 6

Witness my hand and official seal.

My commission expires: March 6, 2028

NOTARY PUBLIC

Lot Owners:

Marie Scott Village Subdivision

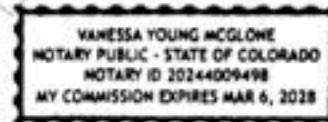
Lot 7: ADDRESS TBD Marie St.



Keith Garvey (TBD MARIE STREET LLC)

STATE OF Colorado

COUNTY OF Ouray




Executed and acknowledged before me this 19 day of June, 2024, by

Keith Garvey as manager of TBD MARIE STREET LLC, owners of Marie Scott Village Lot 7

Witness my hand and official seal.

My commission expires: March 6, 2028



Vanessa Young McGlowe

NOTARY PUBLIC

Lot Owners:

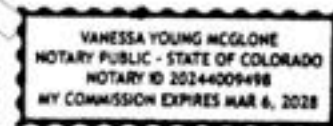
Marie Scott Village Subdivision

Lot 9: 242 Marie St. and Lot 10

Melissa B. Mann
Melissa B. Mann

STATE OF Colorado

COUNTY OF Ouray



Executed and acknowledged before me this 14th day of June, 2024, by

Melissa B. Mann owner of Marie Scott Village Subdivision Lot 9

Witness my hand and official seal.

My commission expires: March 6, 2028

Vanessa Young McGlowe

NOTARY PUBLIC

Lot Owners:

Marie Scott Village Subdivision

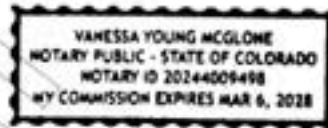
Lot 11: 236 Marie St.

Matthew Pratt
Matthew Pratt

STATE OF Colorado

COUNTY OF Ouray

)
) ss.
)



Executed and acknowledged before me this 19 day of June, 2024, by

Matthew Pratt owner of Marie Scott Village Subdivision Lot 11

Witness my hand and official seal.

My commission expires: March 6, 2028

Vanessa Young McGlone
Vanessa Young McGlone

NOTARY PUBLIC

Lot Owners:

Marie Scott Village Subdivision

Lot 12: 245 Amelia St.

Bradley K. Blackwell
Bradley K. Blackwell

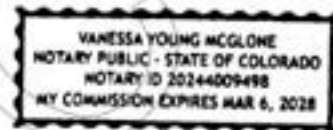
STATE OF Colorado

)

) ss.

COUNTY OF Ouray

)



Executed and acknowledged before me this 19 day of June, 2024, by Tim
and Bradley K. Blackwell owner of Marie Scott Village Subdivision Lot 12

Witness my hand and official seal.

My commission expires: March 6, 2028

Vanessa Young McGlone

NOTARY PUBLIC

Vanessa Young McGlone

Lot Owners:

Marie Scott Village Subdivision

Lot 14: 225 Amelia St. and Lot 13

T. C. Frost

Thomas Clayborne Frost VI

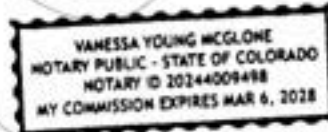
Alexandra Frost

Alexandra Alfaro Frost

STATE OF Colorado

COUNTY OF Ouray

)
) ss.
)



Executed and acknowledged before me this 19 day of June, 2024, by

Thomas Clayborne Frost VI and Alexandra Alfaro Frost owners of Marie Scott Village Subdivision Lot 14

Witness my hand and official seal.

My commission expires: March 6, 2028

Vanessa Young McGlone
Vanessa Young McGlone

NOTARY PUBLIC

S**Scott Davidson**

1:07 PM (4 minutes ago)

to me ▾

Good afternoon

I am a service provider for San Miguel Power. I believe we can serve the lots for Keith Garvey, while no design is in place at this time, we do serve this area and should be able to do so. Lot A and B on Marie Street.

Thank you.

Scott Davidson

Service Planner



P.O. Box 1150

Ridgway, CO 81432

Office: 970-626-5549

Cell: 970-729-2482

www.smpa.com

Planning Commission comment on Garvey Resubdivision

From Jake Niece [REDACTED]
Date Wed 9/17/2025 12:31 PM
To Angie Kemp <akemp@town.ridgway.co.us>

Hello Angie, I am writing in my personal capacity about the Garvey Subdivision. I am the next door neighbor and have a couple of questions and concerns. I plan to attend in person as well.

There appears to be a structure missing from the plat, which is some kind of tiny house that is occupied as a residence. It is southwest of the greenhouse and is not the Log Cabin with covered porch shown on the plat. I do not know what the plumbing situation is for the occupied tiny house and I would like to know what the plan and sanitation situation is for this potentially un-plumbed residence in the subdivision.

While not directly related to subdivision of lots, I would like to ensure compliance with Town codes, specifically 11-1-6 and 11-1-11 regarding dogs at large. The dog living with the resident in the tiny house is routinely at large, chases deer, sometimes challenges me and my dog on my driveway, has snapped at my dog while walking in the street and up my driveway, and regularly comes onto my property to poop. The dog's owner has not been receptive to requests to restrain the dog, or is not anywhere around while the dog is at large.

I have spent the last 7 years battling invasive weeds on my lot and the lots on all three sides of me. All of the lots had absentee landowners until now, and with new activity on this lot I'd like to request that the owner monitor and mitigate their property for Hoary Cress/White Top (Class B), Cheat grass (Class C), Bindweed (Class C), and other invasives, especially with potential new soil disturbance.

Jake Niece
267 Marie St



Re: Resubdivison Application

From Keith Garvey <allmountainadventures247@gmail.com>
Date Thu 9/25/2025 9:55 AM
To Angie Kemp <akemp@town.ridgway.co.us>

Hello Angie,

Thanks for the heads up with the upcoming Town Council meeting. Below is my letter to the Planning Commission regarding the Public Comment.

Hello Planning Commission:

I am writing in response to a public comment / concern regarding the Garvey Subdivision and specifically the Tiny house on the property and mitigation of weeds on the empty lots.

Regarding the Tiny house, yes there is a local Ridgway resident / employee living there with his dog. Today, I have notified the tenant he has 30 days or until October 25th to move out of the Tiny house with his dog. I would like to give the tenant this time to find a new residence as he does work in the community and therefore asking the Town for this one time extension. For sanitation purposes, the previous owner had installed a dry well for wastewater and the tenant has used a combination of WAG bags (Waste Alleviation and Gelling) which is a portable waste collection system containing gelling powder to solidify and deodorize waste as well as using a toilet in my house.

For the weed mitigation on the empty lots, I will do my best to remove as many noxious weeds as possible in the next two weeks. Last summer, myself and three helpers collected at least 30 large bags of noxious weeds from 383 S. Amelia and the surrounding areas, which included Town land close to the road and the front half of TBD Marie St. I will continue that effort on the back half of TBD Marie St. and be mindful of this once any new soil disturbance happens.

Please let me know if it is ok for the current tenant and his dog to stay at the Tiny house until October 25th.

Thanks for your consideration in this matter.

Keith Garvey

On Wed, Sep 24, 2025 at 8:40 AM Angie Kemp <akemp@town.ridgway.co.us> wrote:

Mr. Garvey,

I am updating the staff report for the upcoming Town Council meeting. It gets published and sent out to the Council this Friday. I want to make sure that if you plan to submit a narrative or anything addressing the concerns in the public comment letter, that you get that submitted as soon as possible. Please let me know.

Best,
Angela Kemp, AICP
Town of Ridgway Senior Planner



PO Box 10 | Town Hall 201 N. Railroad Street | Ridgway, Colorado 81432
970.626.5308 ext. 214 | akemp@town.ridgway.co.us

From: Angie Kemp <akemp@town.ridgway.co.us>
Sent: Wednesday, September 17, 2025 2:09 PM
To: Keith Garvey <allmountainadventures247@gmail.com>
Subject: Re: Resubdivison Application

Good Afternoon Mr. Garvey,

I wanted to make you aware of a public comment that was submitted today (attached). The public will have an opportunity to give comment at the meeting, and I will also read this written comment into the record. Let me know if you have any questions.

Best,
Angela Kemp, AICP
Town of Ridgway Senior Planner



AGENDA ITEM #11



To: Honorable Mayor Clark and The Town of Ridgway Council
Cc: Preston Neill, *Ridgway Town Manager*
TJ Dlubac, AICP, *CPS, Contracted Town Planner*
From: Angela Kemp, AICP, *Sr. Town Planner*
Date: September 25th, 2025
Subject: Second Reading and Adoption Consideration of Ordinance 03-2025 Amending Section 7-4-8 "Landscape Regulations" of the Ridgway Municipal Code Staff Report for the October 1 Town Council Meeting.

BACKGROUND

The Colorado Senate Bill 24-005 (SB24-005) serves to prohibit the installation of nonfunctional turf, artificial turf, and invasive plant species on nonresidential properties for new development and applicable redevelopment projects on or after January 1, 2026. SB24-005 passed and was signed into law by Governor Jared Polis on March 15th, 2024, with a deadline for compliance by local governments set for January 1, 2026. Consideration of SB24-005 has prompted staff review and recommendation for modification of Ridgway Municipal Code (RMC) Section 7-4-8 *Landscape Regulations*. Section 7-4-8 of the RMC has been reviewed for all appropriate updates, which go beyond the requirements of the Senate Bill, as discussed below.

Additional modifications have been identified for the purpose of clarifying how the Landscape Regulations are interpreted and applied by Town Staff to avoid confusion for future applicants.

UPDATES AND ANALYSIS

Ridgway has taken actions to be good stewards of Town's water supply. Water-wise considerations have already been included as part of the current Landscape Regulations, including limiting the use of high-water turf. The current code already complies with portions of SB24-005 prohibiting noxious and invasive species. However, the Town's current Landscape Regulations do not comply with SB24-005 due to our allowance of artificial turf in all areas as part of our "non-live groundcover" classification. Please note that some code sections are more restrictive than SB24-005 requires. Town has the ability to be *more restrictive* but cannot be *less restrictive*. After studying SB24-005, staff are proposing the following modifications to 7-4-8 Landscape Regulations:

7-4-8 (A) Intent:

- Clarify the Intent of the Regulations and make this section slightly more concise.

7-4-8 (B) Applicability:

- Note that the regulations apply broadly to all construction and change of use projects.
- Remove the note about it applying to "landscape projects exceeding 25% of the lot size" and replacing it with "Projects which require a Building Permit and result in a disturbance of more than fifty percent (50%) of the aggregate landscape area".
 - We had the draft code reviewed by Lindsay Rogers, Policy Manager for Western Resources Advocates. She stated that being more restrictive than SB24-005 can be resource intensive. Staff do not currently issue permits for landscaping work

separate from construction unless there is a structural component. We think this modification is appropriate for processing and tracking purposes.

- Removal of "Temporary Certificate of Occupancy for delay by winter weather":
- The provision does not account for other unsuitable conditions for plants to become established, like water restrictions.
- Staff believe this provision is covered in (K) Installation Standards and (L) Maintenance Requirements.
- It is at the discretion of the Building Official to grant Certificates of Occupancy, including Temporary Certificates of Occupancy, and extensions to Building Permits as needed to ensure that plan sets match what gets built, installed, planted, etc.

7-4-8 (C) Site and Landscape Plan Development:

- Remove duplicative language in (1)(a) which is covered in 7-4-8(B)(3).
- Clarify some of the requirements for the Landscape Plan and consolidate requirements that asked for similar information.

7-4-8 (D) Water Conservation:

- Instead of directing reader to another code section, move the code section about Preferred Species.
- The Prohibited Species section has been modified to include *"Trees with aggressive root structures that are incompatible with pavement should be avoided in areas that are paved or may become paved. Narrowleaf Cottonwood (Populus angustifolia) and Lanceleaf Cottonwood (Populus x acuminata) shall not be installed in areas in close proximity to sidewalks, streets, paved pathways, etc."* This modification comes from Steven Schroeder with the Public Works Department. Sidewalk seizing in town is often caused by these species.

7-4-8 (E) Landscaping Required:

- Provide additional clarity.
- Make this section slightly more concise.
- Remove artificial turf as an option for non-live groundcover everywhere.
- Explain that turf used to meet the requirement should only be "functional turf".

7-4-8 (F) General Landscape Standards:

- Reorganize this section so that species diversity of trees is nested under the "Trees" section.
- Allow shrubs in a 3-gallon size, instead of a 5-gallon minimum, to align better with what is locally available.
- Include a reference to RMC Section 7-4-6(F) *Fence, Hedge, and Wall Regulations*.

7-4-8 (G) Parking Lot Landscape Standards:

- Reorganize this section to read clearly.

7-4-8 (I) Exceptions or Deviations:

- Explain that the Town Manager or designee may grant administrative approval for deviation from the regulations by up to ten percent (10%) and the submittal requirements for the applicant.

PLANNING COMMISSION RECOMMENDATION

At the August 20th Regular Meeting of the Planning Commission, a duly noticed public hearing was held for the **RMC 7-4-8 Landscape Regulations** Text Amendment. Background and code updates were presented by staff. The Planning Commission made recommendations to modify the draft updates, and those suggestions were captured in the version presented with this staff report. A summary of the modifications is below:

1. Add a reference to the State of Colorado Wildfire Resiliency Code, adopted by the state on July 1, 2025, and included "increased fire resilience in the community" under **RMC 7-4-8(A) Intent**.
2. Acknowledge fire risks of certain mulch materials within **RMC 7-4-8 (E)(1)(b)(ii)** and **RMC 7-4-8 (F)(3)** where mulch is mentioned.
3. Under **RMC 7-4-8 (F)(1)(a)** where trees species diversity is discussed, increase diversity by requiring 33% diversity when 4-19 trees are required to be planted instead of 6-19 trees. Adjust the chart to explain that no diversity is required for three (3) trees or less instead of the five (5) or less threshold.

With the additions listed here, the Planning Commission recommended approval of the Text Amendment of the **Ridgway Municipal Code Section 7-4-8 Landscape Regulations**. One Commissioner was absent, but the motion carried unanimously with those present. Explain that the Town Manager or designee may grant administrative approval for deviation from the regulations by up to ten percent (10%) and the submittal requirements for the applicant.

INTRODUCTION OF ORDINANCE 03-2025

At the September 10th Regular Meeting of the Town Council, discussion surrounded the stricter requirements of the code language drafted by town staff than that of Senate Bill 24-005 regarding artificial turf. As drafted, the code language does not allow installation of artificial turf anywhere, including residential properties, while the Senate Bill does allow it on residential properties. This stricter provision was recommended by staff based on the below provision in the Senate Bill that reads:

37-99-101 (g) ADDITIONALLY, ARTIFICIAL TURF CAN CAUSE NEGATIVE ENVIRONMENTAL IMPACTS, SUCH AS EXACERBATING HEAT ISLAND EFFECTS IN URBAN AREAS AND RELEASING HARMFUL CHEMICALS, INCLUDING PLASTICS, MICROPLASTICS, AND PERFLUOROALKYL AND POLYFLUOROALKYL CHEMICALS, INTO THE ENVIRONMENT AND WATERSHEDS.

(2) THE GENERAL ASSEMBLY THEREFORE DECLARES THAT PAGE 2-SENATE BILL 24-005 PREVENTING THE INSTALLATION, PLANTING, OR PLACEMENT OF NONFUNCTIONAL TURF, ARTIFICIAL TURF, AND INVASIVE PLANT SPECIES IN APPLICABLE PROPERTY IN THE STATE IS:
(a) A MATTER OF STATEWIDE CONCERN; AND

(b) IN THE PUBLIC INTEREST.

Another discussion topic surrounded administrative flexibility to allow installation of artificial turf or other deviations or waivers for residents with unique circumstances. As drafted, deviations in an amount of 10% can be granted at the administrative level, but waivers cannot. Any requests for a waiver from the standards can be heard in a public hearing setting with the Board of Adjustment for decision on the request.

At the September 10th meeting, there was a motion to Introduce the Ordinance as drafted with no modifications at First Reading which was seconded and passed 4-2 with those members present.

APPROVAL CRITERIA

Pursuant to Ridgway Municipal Code Section 7-4-3(d)(3) Approval Criteria: The following criteria shall be found to be met by the application and supplemental materials in order for the Planning Commission and/or Town Council to recommend approval or approve a text amendment.

- (a) The text amendment is consistent with the intent of applicable portions of the Master Plan in the reasonable judgement of the approving body; and
- (b) The proposed text amendment is necessary to correct an omission or error in the code; or
- (c) The proposed text amendment is necessary to adapt to a change in conditions within the town; or
- (d) Changes in public policy are needed to advance the general welfare of the town.

STAFF RECOMMENDATION

Staff recommend that Town Council adopt Ordinance 03-2025 at Second Reading.

ATTACHMENTS:

1. *Ordinance 03-2025*
 - *Section 7-4-8 update – clean version*
2. *Section 7-4-8 update – redline version*
3. *Senate Bill 24-005 – signed*
4. Western Resource Advocates, Brendle Group, and Colorado Water Conservation Board (2025). *Local Compliance with Colorado Senate Bill 24-005: Prohibition of nonfunctional turf, nonfunctional artificial turf, and invasive plant species.*
www.Westernresourceadvocates.org
5. Western Resource Advocates, Brendle Group, and Colorado Water Conservation Board (2025). *Colorado Senate Bill 24-005 Grasses and Plants Guide.*
www.Westernresourceadvocates.org

**TOWN OF RIDGWAY, COLORADO
ORDINANCE NO. 03-2025**

**AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO
AMENDING SECTION 7-4-8 “LANDSCAPE REGULATIONS” OF
THE RIDGWAY MUNICIPAL CODE**

WHEREAS, the Town of Ridgway, Colorado (“Town”) is a home rule municipality existing pursuant to the laws of the Colorado Constitution, the Colorado Revised Statutes and the Town's Home Rule Charter; and

WHEREAS, the zoning and land use powers conferred upon the Town by the State of Colorado as a Home Rule Municipality empower the Town to manage land use to ensure the public health, safety, and welfare; and

WHEREAS, the Town currently regulates land uses within the Town limits in accordance with Chapter 7 “Land Use Regulations” of the Ridgway Municipal Code (“RMC”), adopted pursuant to its Home Rule Constitutional authority and the Local Government Land Use Control Enabling Act of 1974, as amended, §§29-20-101, et seq. C.R.S; and

WHEREAS, the Town has determined that it is appropriate to amend RMC Subsection 7-4-8 “Landscape Regulations” to conform with Senate Bill 24-005 and adopt the Prohibition of Nonfunctional Turf, Artificial Turf, and Invasive Plant Species; and

WHEREAS, the Town has determined that it is appropriate to amend RMC Subsection 7-4-8 “Landscape Regulations” to provide additional clarity in our regulations; and

WHEREAS, modifications to the Town’s Landscape Regulations will help advance **POLICY ENV-3.2: Water Supply** in the Town of Ridgway Master Plan; and

WHEREAS, modifications to the Town’s Landscape Regulations will help advance **POLICY ENV-3.6: Water Conservation** in the Town of Ridgway Master Plan; and

WHEREAS, modifications to the Town’s Landscape Regulations will help advance **POLICY GRO-3.6: Hazards and Climate Change Considerations** in the Town of Ridgway Master Plan; and

WHEREAS, Town staff held a Text Amendment public hearing at the duly noticed Regular meeting of the Ridgway Planning Commission on August 20, 2025, and received recommendations from the Planning Commission; and

WHEREAS, the Ridgway Town Council finds that this ordinance furthers and is necessary to promote the health, safety and general welfare of the Ridgway community.

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

Section 1. Recitals Incorporated. The above and foregoing recitals are incorporated herein by reference and adopted as findings and determinations of the Town Council.

Section 2. Amendment of Section 7-4-8. Section 7-4-8 of the Ridgway Municipal Code is hereby repealed and reinstated to read as set forth in **Exhibit A**.

Section 3. Severability. If any provision of this Ordinance, or the application of such provision to any person or circumstance, is for any reason held to be invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. The Town Council hereby declares that it would have passed this Ordinance and each provision thereof, even though any one of the provisions might be declared unconstitutional or invalid. As used in this Section, the term “provision” means and includes any part, division, subdivision, section, subsection, sentence, clause or phrase; the term “application” means and includes an application of an ordinance or any part thereof, whether considered or construed alone or together with another ordinance or ordinances, or part thereof, of the Town.

Section 4. Effective Date. This Ordinance shall take effect thirty (30) days after the date of final passage in accordance with Article 3-7 of the Ridgway Charter.

Section 5. Safety Clause. The Town Council hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town of Ridgway, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Town Council further determines that the Ordinance bears a rational relation to the proper legislative object sought to be obtained.

Section 6. No Existing Violation Affected. Nothing in this Ordinance shall be construed to release, extinguish, alter, modify, or change in whole or in part any penalty, liability or right or affect any audit, suit, or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing which may have been incurred or obtained under any ordinance or provision hereby repealed or amended by this Ordinance. Any such ordinance or provision thereof so amended, repealed, or superseded by this Ordinance shall be treated and held as remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings and prosecutions, for the enforcement of such penalty, liability, or right, and for the purpose of sustaining any judgment, decree or order which can or may be rendered, entered, or made in such actions, suits or proceedings, or prosecutions imposing, inflicting, or declaring such penalty or liability or enforcing such right, and shall be treated and held as remaining in force for the purpose of sustaining any and all proceedings, actions, hearings, and appeals pending before any court or administrative tribunal.

Section 7. Codification of Amendments. The Town Clerk, as the codifier of the Town’s Municipal Code, is hereby authorized to make such numerical and formatting changes as may be necessary to incorporate the provisions of this Ordinance within the Ridgway Municipal Code. The Town Clerk is authorized to correct, or approve the correction by the codifier, of any typographical error in the enacted regulations, provided that such correction shall not substantively change any provision of the regulations adopted in this Ordinance. Such corrections may include spelling, reference, citation, enumeration, and grammatical errors.

Section 8. Publication. The Town Clerk is ordered to publish this Ordinance in accordance with Article 3-7 of the Ridgway Charter.

INTRODUCED AND REFERRED TO PUBLIC HEARING on September 10, 2025, and setting such public hearing for October 1, 2025, at Ridgway Town Hall, located at 201 N. Railroad Street, Ridgway, Colorado.

BY:

John Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

ADOPTED on October 1, 2025.

BY:

John Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

APPROVED AS TO FORM:

Bo James Nerlin, Town Attorney

Exhibit A:

Amendment of Section 7-4-8 “Landscape Regulations”.

7-4-8 LANDSCAPE REGULATIONS.

(A) Intent.

- (1) The purpose of this Section is to provide clear landscaping requirements that will contribute to high quality development and sustainable, water-saving practices. Landscaping is an important element of the character of the Town of Ridgway that is both functional and aesthetic. Ridgway's objective is to prioritize design that incorporates low water use and regionally appropriate materials while increasing fire resilience in the community. In addition to these regulations, applicants should consider the Colorado Wildfire Resiliency Code in landscape design. These landscaping regulations will endeavor to achieve the following:
 - (a) Preserve and enhance the quality and character of the community through landscaping;
 - (b) Conserve water resources;
 - (c) Provide visual buffers and screening;
 - (d) Provide separation between pedestrian and vehicular uses;
 - (e) Mitigate adverse effects of stormwater and weeds; and
 - (f) Allow for creativity and flexibility in landscape design.
- (2) Drought-tolerant, native, and water-wise plants are to be used whenever possible and appropriate. Water-wise is a term used throughout this chapter to describe the method of planting which works to promote water conservation by minimizing the amount of native vegetation removed, limiting new vegetation to native and drought tolerant species, limiting the amount and type of irrigation, and other related measures to conserve water and create a native landscape.
- (3) Landscaping that is sustainable, visually appealing, and regionally appropriate is required for all new development. Landscaping should be used to promote the visual aesthetic of a development from pedestrian spaces and travel corridors. Buffers and medians are encouraged as a means to facilitate drainage during storm events and provide areas for snow storage during the winter.

(B) Applicability.

- (1) This chapter establishes minimum landscaping standards which apply to all properties within the Town of Ridgway.
 - (2) The following projects shall comply with the landscaping standards set forth in this chapter:
 - (a) Projects which require a site plan review;
 - (b) New commercial, residential, or mixed use construction;
 - (c) Projects that result in a disturbance of more than fifty percent (50%) of the aggregate landscape area;
 - (d) Change of use; or
 - (e) Public rights-of-way improvements.
 - (3) A building permit for new construction shall not be issued until a conforming Landscape Plan is approved by the Town. A permanent Certificate of Occupancy will not be issued until the Town determines that the landscaping included in the approved plan has been properly installed.
 - (4) All standards and policies adopted within the Town of Ridgway Water Conservation and Management Plan, Master Plan, and Land Use Regulations should be implemented with the landscape regulations.
-

(5) Where conflict exists between these regulations and an adopted Wildfire Resiliency Code, the Wildfire Resiliency Code shall govern.

(C) Site and Landscape Plan Development.

(1) Landscape Plan Requirements.

- (a) The landscape plan shall be drawn to scale of one inch equals 40 feet, or larger, and may be included on the Site Plan. The landscape plan shall include the following information:
 - (i) Property lines and dimensions;
 - (ii) Building footprint, driveways, and vehicle circulation;
 - (iii) A grading plan with contour lines depicting existing elevations and proposed finished grade;
 - (iv) North arrow and scale;
 - (v) Name of applicant and landscape consultant or architect (if applicable);
 - (vi) Legend indicating all proposed plant materials with botanical names, indication of drought tolerant plants, size (maturity) maximum spacing, caliper size, and quantities;
 - (vii) The existing or proposed method of establishing and maintaining plant materials;
 - (viii) Surface drainage characteristics and structures, including, but not limited to, inlets, retention/detention ponds, swales, permeable surfaces, down spouts;
 - (ix) Location of all plant material
 - (x) Other natural features, including, but not limited to, wetlands, water bodies, rock outcroppings, detention areas, retaining walls, and buildings and paved areas (existing and proposed);
 - (xi) Plantings should be shown as they would be at full maturity;
 - (xii) Clearly labeled locations and calculations for amounts of required landscaping, including the square footage and percentage of required landscape area, live materials, and non-live materials.
 - (xiii) Identify any existing trees, shrubs, or live groundcover that will remain on the property and how they will be protected from damage during construction;
 - (xv) Construction debris storage and staging areas; and
 - (xvi) Additional information as may be required by the Town.

(D) Water Conservation.

- (1) Water Conservation Planting: Landscaping should be designed to incorporate water conservation materials and techniques through the application of water-wise landscape principles. In general, water-wise landscaping with drip irrigation is required, while large, irrigated areas requiring spray heads are strongly discouraged.
- (2) Regionally Appropriate: All landscaping should be regionally appropriate, and materials shall be suitable for local soil conditions and climate
 - (a) Preferred Species: Lists of recommended species for use in Colorado is available from the Ouray County Weed Manager and the Colorado State University Extension Service. The lists are not all inclusive but do recommend a variety of plants known to do well in our region of

Colorado. In general, plants that are not recognized as hardy or suited to the local climate should be kept to a minimum. Water-wise, drought-tolerant plants are to be used whenever possible. Regionally appropriate or native species are preferred.

(b) Prohibited Species.

(i) Invasive Plant Species are prohibited. Siberian elm and Chinese elm (*Ulmus*); Cottonwoods that bear cotton (*Populus*); Purple Loosestrife (*Lythrum slaicaria*); Russian Olive (*Elaeagnus angustifolia*); and Kentucky Blue Grass (*Poa pratensis*) are included in the prohibited species.

(ii) Trees with aggressive root structures that are incompatible with pavement should be avoided in areas that are paved or may become paved. Narrowleaf Cottonwood (*Populus angustifolia*) and Lanceleaf Cottonwood (*Populus x acuminata*) shall not be installed in areas in close proximity to sidewalks, streets, paved pathways, etc.

(ii) The Town Manager or designee is authorized to prohibit additional species with nuisance properties.

(E) Landscaping Required.

(1) Purpose: The purpose of this section is to establish minimum landscaping requirements. This section is not intended as a build/install-to

(a) All areas on a lot must be landscaped. At least 25 percent of the minimum required landscape area shall be provided in the front yard of the property.

(b) Landscaped area may include a combination of trees, shrubs, groundcovers (live and non-live), planters/planting beds, decorative landscape stone or rock, or other landscaping material that does not conflict with other provisions of this Chapter.

(i) Live ground cover is considered to be material such as native grasses, wildflowers, functional turf, and planting beds.

(ii) Non-live ground cover is considered to be material such as mulch, flagstone, rock, gravel, permeable pavers, etc. If mulch or other flammable materials are proposed, the applicant should consider fire risks. Fire resistant material is encouraged

(iii) The landscaping requirements table below demonstrates the required landscape area for all parcels in all zoning districts.

Landscaping Requirements					
Zoning District	Min.Area ² Requiring Landscaping	Min. % of Live Ground Cover of the Area Requiring Landscaping	Min. % of Non-Live Ground Cover of the Area Requiring Landscaping	Min. # of Trees for the Area Requiring Landscaping ³	Min. # of Shrubs for the Area Requiring Landscaping ⁴
Residential Use Zones					
R	50%	20%	30%	1 per 2,000 sq. ft.	2 per 3,000 sq. ft.
HR	40%	20%	20%	1 per 2,000 sq. ft.	2 per 3,000 sq. ft.
MR	30%	20%	20%	1 per 2,000 sq. ft.	2 per 3,000 sq. ft.
FD ¹	50%	20%	30%	1 per 2,000 sq. ft.	2 per 3,000 sq. ft.
DS	50%	20%	30%	1 per 2,000 sq. ft.	2 per 3,000 sq. ft.
Nonresidential or Mixed-Use Zones					

HB	See 7-4-8(E)(3) Below				
GC	30%	10%	20%	1 per 2,000 sq. ft.	2 per 3,500 sq. ft.
LI	30%	5%	15%	1 per 2,500 sq. ft.	2 per 4,000 sq. ft.
GI	30%	5%	15%	1 per 2,500 sq. ft.	2 per 4,000 sq. ft.

¹ See Subsection 7-4-8(I)(2) for exemptions for uses that are nonresidential in the FD zoning district.

² For all residential uses that are single-family and duplex dwellings, a maximum of one acre of area shall be used to calculate the minimum required landscape area.

³ The minimum number of trees is a sum of all required trees. Any additional tree requirements (such as street trees) shall be counted as part of this minimum number of required trees.

⁴ Four shrubs can be counted for one required tree. A minimum of one tree is always required per lot.

- (2) Historic Business (HB) District Exceptions. This district is intended to provide for zero lot lines and full lot coverage. Therefore, there is no minimum required landscaped area as defined in this chapter. However, the following shall apply:

- (a) Right-of-way landscaping shall be required pursuant to Subsection 7-4-8(H).
- (b) If a parking lot is provided on-site, parking lot landscaping shall be required pursuant to Subsection 7-4-8(G)
- (c) Required landscaped area for properties zoned HB is required for any area not used for a building or parking lot.

(F) General Landscape Standards.

- (1) Trees: Trees shall have a minimum caliper of one and one-half inches for deciduous trees and a five-foot minimum height for evergreens. In the case of fractional requirements for the number of trees, the number required shall be rounded up to the next whole number. Existing trees that are in good health, as determined by the Town Manager or designee, shall be counted as one and one-half trees for the minimum tree requirement.

(a) Species Diversity: To prevent uniformity and insect or disease susceptibility, species diversity is required, and extensive monocultures of trees are prohibited. Species diversity does not apply to existing trees. The following requirements shall be met:

Number of required trees on site	Maximum percentage of any one species
1—3	No diversity
4—19	33%
20 or more	25%

- (2) Shrubs: Shrubs shall be a minimum three-gallon size. Decorative grasses in a minimum size of three gallons are to be counted as shrubs. In the case of fractional requirements for the number of shrubs, the number required shall be rounded up to the next whole number.
- (3) Groundcover: Area can be made up of vegetative materials, organic or inorganic mulch, flowerbeds, or other acceptable landscape material. Fire resistant material is encouraged. If mulch or other flammable materials are proposed, the applicant should consider fire risks. Groundcover must be adequate to ensure that dust cannot blow from the property and that the soil is stabilized to ensure that erosion is kept to a minimum, it must also remain free of noxious weeds as defined as Ouray County Weed Manager.

-
- (4) Turf: No more than 1,500 square feet or ten percent of area requiring landscaping, whichever is less, can be high water turf. High water turf should only be used in areas of high use, also known as “functional turf”. The limitation shall not apply to any public recreation area or sports field owned or operated by the town/city or any public or quasi-public entity.
- (a) Artificial turf is prohibited except for use on any public recreation area or sports field owned or operated by the town/city or any public or quasi-public entity.
- (5) Irrigation: To ensure best practices for water conservation, all new landscaping shall comply with the following irrigation standards:
- (a) Irrigation should be limited to between the hours of 6:00 P.M. and 9:00 A.M.
- (b) All irrigation systems shall be automatic and have moisture sensors installed.
- (c) Where possible, non-potable irrigation systems should be used to irrigate landscape.
- (6) Screening and Buffering:
- (a) Screening and landscape buffers soften the less desirable impacts of development and can provide a certain element of safety in commercial areas where significant pedestrian interactions are more likely to occur. Buffers should be constructed to mitigate the view, light pollution (including light trespass and glare), noise, heat, and odor impacts of vehicles, pavement, and higher intensity uses, and other potential negative effects of development.
- (b) Buffering shall be provided when a nonresidential use is adjacent to a residential use. It shall be the responsibility of non-residential use to provide the adequate buffer from the residential use in a manner consistent with these regulations. The buffer should include a mix of trees, fencing, landscape berms, and other materials appropriate to mitigate visual, audible, and other impact the nonresidential use may have on the residences.
- (c) Mechanical Equipment: Ground-mounted or rooftop equipment shall be screened from public rights-of-way on all sides to its full height. Ground level mechanical equipment shall be screened with landscaping, berms, fences, or architectural walls. Rooftop units shall be screened with materials and colors to match the building.
- (d) Storage Areas: All open storage areas shall be screened from public rights-of-way and adjacent property by use of landscaping, berms, fencing, or a combination of landscaping and other structural elements to a height of six feet. Fencing must meet the requirements of Section 7-4-6(F).
- (e) Additional landscape screening above the minimum requirements of this Section may be required when it is determined by the Town Manager, Town Manager's designee, Planning Commission, or Town Council to be in the best interest of the affected properties.
- (7) Sight Triangles: All plant material, walls, fences, berms and/or structures shall not exceed 24 inches in height when located on any corner within a triangular area formed by the curb lines and a line connecting them at points 15 feet from the intersection of the curb lines.
- (8) Existing Plantings: Existing trees, shrubs, and live groundcovers that are in good health should be retained and not destroyed during the construction process. The health of the trees shall be determined by the Town Manager or designee. These plants will be counted towards the required landscaping.
- (9) Revegetation: Development activities should only disturb, clear, or grade the area necessary for construction. All areas disturbed by grading or construction, not being formally landscaped, shall be revegetated with native seeding and/or other approved plant materials in a method acceptable to the Town.
-

-
- (10) Slopes: Removal of existing vegetation, including ground cover and trees, is strongly discouraged on slopes greater than 30 percent. Development on slopes greater than 15 percent shall maintain the maximum vegetative cover possible to protect soils, prevent land slippage, and retain wildlife habitat and open space resources. A minimum of 50 percent of vegetation on slopes greater than 15 percent shall not be disturbed during development.
- (G) Parking Lot Landscape Standards.
- (1) Islands or Rain Gardens: A landscape island and/or rain garden shall be provided in parking lots along the ends of the parking rows. Islands shall be a minimum of six feet wide and as long as the adjacent parking space. Trees shall be incorporated with parking lot design to provide parking lot shading.
- (a) Islands for parking lots in residential and mixed-use areas shall be used to separate rows of six or more parking spaces and shall include a minimum of one tree.
- (b) For non-residential uses, islands shall be used to separate rows of 12 or more parking spaces and shall include a minimum of two trees.
- (2) Catchment areas: Landscaped catchments areas and similar designs should be used for managing, controlling, and filtering parking lot and site drainage and should be included as part of an overall site drainage plan.
- (H) Right-of-Way Landscape Standards.
- (1) Street trees: A landscape area shall be established along the public right-of-way for all non-residential uses and shall be a minimum of five feet wide. Such trees shall be placed in the center of the landscape area, not within the site triangle, and 20 feet away from any streetlight. A minimum of one tree per 50 linear feet of right-of-way is required. Street trees shall have a minimum caliper of two and one-half inches for deciduous trees and a six-foot minimum height for evergreens.
- (I) Exceptions or Deviations.
- (1) Affordable Housing: Landscaping requirements for affordable housing projects may be reduced, based on the determination of the Town Manager or designee. Whenever possible, deviations from these standards for the purpose of preserving affordable housing or deed restricted housing should be identified and provided for in the appropriate document establishing the affordability and/or deed restricted provisions for the projects.
- (2) Non-residential Uses on Properties Zoned FD: If the proposed use in the FD zone district is intended to be permanent, these landscape regulations shall apply. If, however, an existing use is intended to be redeveloped, the Town Manager or designee may waive these requirements until such time the property redevelops. Such a decision is the sole discretion of the Town Manager or designee.
- (3) High-Water Turf: High-water turf may be allowed in areas of high-water contact such as drainages, swales, or downspout locations.
- (4) Administrative approval for deviations from a required standard: Deviations from the landscape requirements may be granted by the Town Manager or designee for up to ten percent (10%) from the applicable requirement. To request a deviation, a letter explaining the unique situation or hardship preventing the project from meeting the minimum landscape requirements shall be submitted with the application material and will be subject to the sole discretion of the Town Manager or designee.
- (J) Installation Standards.
- (1) Living materials shall be adequately watered and maintained to become established. Once established, watering should be minimized as appropriate.
- (2) Trees should be installed in such a way that they will not infringe on solar access, views from the adjoining properties, or block a sight distance triangle.
-

-
- (3) Easements shall remain clear of all obstacles which may prevent such easement from operating within its intended purpose.
 - (a) Retaining walls are prohibited from being located in any established easement.
 - (b) Trees may only be permitted in utility easements upon written approval of the easement holder.
 - (K) Maintenance Requirements.
 - (1) Following completion of the landscaping, the owner or occupant of the property shall maintain it in good condition thereafter. Failure to maintain the landscaping is unlawful and is hereby declared to create a nuisance.
 - (2) Where approved trees, shrubs, or other landscaping materials die or are removed, it shall be the responsibility of the property owner to replace them with materials of a comparable nature and size to those originally approved. This obligation shall continue until the property is redeveloped, at which time the redeveloper shall comply with the requirements of this code as they apply to the proposed development at that time.

(Ord. 03-2023)

7-4-8 LANDSCAPE REGULATIONS.

(A) Intent.

- (1) The purpose of this Section is to provide clear landscaping requirements that will contribute to high quality development and sustainable, water-saving practices. Landscaping is an important element of the character of the Town of Ridgway that is both functional and aesthetic. ~~and the Town's top~~ Ridgway's objective is to prioritize design that incorporates low water use and regionally appropriate ~~design for~~ materials while increasing fire resilience in the community. In addition to these regulations, applicants should consider the in landscape design, and vegetation. These landscaping regulations will endeavor to achieve the following:
 - (a) Preserve and enhance ~~a well-maintained landscape that preserves the overall~~ the quality and character of the community through landscaping;
 - (b) Conserve water resources;
 - (c) Provide visual buffers and screening;
 - (d) Provide separation between pedestrian and vehicular uses;
 - (e) Mitigate adverse effects of drainage-stormwater and weeds; and
 - (f) Allow ~~residents-for~~ creativity and flexibility and-in landscape design.
- (2) Drought-tolerant, native, and water-wise plants are to be used whenever possible and appropriate. Water-wise is a term used throughout this chapter to describe the method of planting which works to promote water conservation by minimizing the amount of native vegetation removed, limiting new vegetation to native and drought tolerant species, limiting the amount and type of irrigation, and other related measures to conserve water and create a native landscape.
- (3) Landscaping that is sustainable, visually appealing, and regionally appropriate is required for all new development. Landscaping should be used to promote the visual aesthetic of ~~the a~~ development from ~~main-pedestrian spaces and~~ travel corridors, ~~as well as the pedestrian experience within, through shade trees, plantings, context-appropriate public art and seating.~~ Buffers and medians are encouraged as a means to facilitate drainage during storm events and provide ~~valuable~~ areas for snow storage during the winter. ~~Landscaping that is sustainable, visually appealing, and regionally appropriate is required for all new development.~~

(B) Applicability.

- (1) This chapter establishes minimum landscaping standards which apply to all ~~residential and nonresidential~~ properties within the Town of Ridgway.
- (2) The following projects shall comply with the landscaping standards set forth in this chapter:
 - (a) Projects which require a site plan review;
 - (b) New commercial, residential, or mixed use construction;
 - (c) New landscape projects and rehabilitation projects that exceed 25 percent of the lot size Projects that result in a disturbance of more than fifty percent (50%) of the aggregate landscape area;
 - (d) Change of use; or
 - (e) Public rights-of-way improvements.
- (3) A building permit for new construction ~~or landscape improvements~~ shall not be issued until a conforming Landscape Plan is approved by the Town. A permanent Certificate of Occupancy will not be

issued until the Town determines that the landscaping ~~included in the~~contemplated by the approved plan has been properly installed. ~~A temporary Certificate of Occupancy may be issued if completion of landscaping improvements is delayed by winter weather.~~

- (4) All standards and policies adopted within the Town of Ridgway Water Conservation and Management Plan, Master Plan, and Land Use Regulations should be implemented with the landscape regulations ~~of this chapter.~~

(5) Where conflict exists between these regulations and an adopted Wildfire Resiliency Code, the Wildfire Resiliency Code shall govern.

(C) Site and Landscape Plan Development.

(1) Landscape Plan Requirements.

~~(a) — A landscape plan, as set forth in this Section, shall be required for all projects identified in Subsection and shall be submitted to the Town for approval.~~

(a) The landscape plan shall be drawn to scale of one inch equals 40 feet, or larger, and may be included on the Site Plan. The landscape plan shall include the following information:

- (i) Property lines and dimensions;
- (ii) Building footprint, driveways, and vehicle circulation;
- (iii) A grading plan with contour lines depicting ~~Existing~~ elevations and proposed finished grade;
- (iv) North arrow and scale;
- (v) Name of applicant and landscape consultant or architect (if applicable);
- (vi) Legend indicating all proposed plant materials with ~~common and~~ botanical names, indication of drought tolerant plants, size (maturity)s, maximum spacing, caliper size, and quantities;
- (vii) The existing or proposed mMethod of establishing and maintaining plant materials;
- (viii) Surface drainage characteristics and ~~any proposed~~ structures, including, but not limited to, inlets, retention/detention ponds, swales, permeable surfaces, down spouts;
- (ix) Location of all plant material
- ~~(x); — Other natural features, including, but not limited to, wetlands, water bodies, rock outcroppings, detention areas, retaining walls, and buildings and paved areas (existing and proposed);~~
- (xi) Plantings should be shown as they would be at full maturity;
- ~~(xi) — Identification and percentage of ground surfaces and materials by types, such as paving, sod, mulch, edger, seed mixes, shrubs, and flower beds;~~
- (xii) Clearly labeled locations and calculations for amounts of required landscaping, including the square footage and percentage of required landscape area, liveing materials, and non-liveing materials ~~as well as required and provided number of trees, drought tolerant plantings, and any required landscaping, including islands and trees, within parking areas;~~
- (xiii) Identify any existing trees, shrubs, or live groundcover that will remain on the property and how they will be protected from damage during construction;
- ~~(xiv) — The location and square footage of all areas;~~

(xv) ~~C~~Identify construction debris storage and staging areas; and

(xvi) Additional information as may be required by the Town.

(D) Water Conservation.

(1) Water Conservation Planting: ~~All landscaping~~Landscaping should be designed to incorporate water conservation materials and techniques through ~~application~~the application of water-wise landscape principles. In general, water-wise landscaping ~~with~~and drip irrigation ~~are~~is required, while large, irrigated areas requiring spray heads are strongly discouraged.

(2) Regionally Appropriate: All landscaping should be regionally appropriate, and materials shall be suitable for local soil conditions and climate. ~~To help guide plant selection~~

(a) Preferred Species: Lists of recommended species for use in Colorado is available from the Ouray County Weed Manager and the Colorado State University Extension Service. The lists are not all inclusive but do recommend a variety of plants known to do well in our region of Colorado. In general, plants that are not recognized as hardy or suited to the local climate should be kept to a minimum. Water-wise, drought-tolerant plants are to be used whenever possible. Regionally appropriate or native species are preferred.

(b) Prohibited Species.

(i) Invasive Plant Species are prohibited. Siberian elm and Chinese elm (Ulmus); Cottonwoods that bear cotton (Populus); Purple Loosestrife (Lythrum slaicaria); Russian Olive (Elaeagnus angustifolia); and Kentucky Blue Grass (Poa pratensis) are included in the prohibited species.

(ii) Trees with aggressive root structures that are incompatible with pavement should be avoided in areas that are paved or may become paved. Narrowleaf Cottonwood (Populus angustifolia) and Lanceleaf Cottonwood (Populus x acuminata) shall not be installed in areas in close proximity to sidewalks, streets, paved pathways, etc.

(ii) The Town Manager or designee is authorized to prohibit additional species with nuisance properties.

~~, a list of recommended and prohibited species is included in Subsection 7-4-8(j), Species List.~~

(E) Landscaping Required.

(1) Purpose: The purpose of this section is to establish minimum landscaping requirements. This section is not intended as a build/install-to for residential, nonresidential, and mixed uses.

(a) All areas on a lot must be ~~treated with landscaping~~landscaped. At least 25 percent of the minimum required landscape area shall be provided in the front yard of the property.

(b) Landscaped area may include a combination of trees, shrubs, groundcovers (live and non-live), planters/planting beds, decorative landscape stone or rock, or other landscaping material that does not conflict with other provisions of this Chapter.

(i) Live ground cover is considered to be material such as native grasses, wildflowers, functional turf, and planting beds.

(ii) Non-live ground cover is considered to be material such as ~~bark~~ mulch, flagstone, rock, gravel, permeable pavers, etc. ~~artificial turf or the like.~~ If mulch or other flammable materials are proposed, the applicant should consider fire risks. Fire resistant material is encouraged

~~(iii)(iii) The minimum live and non-live ground cover percentages, as seen in the landscaping requirements table, count as part of the overall minimum landscaped area, not in addition to:~~

~~(2) At least 25 percent of the required landscape area shall be provided in the front yard of the property. The landscaping requirements table below demonstrates the required landscape area for all parcels in all zoning districts. The landscaping requirements table below demonstrates the required landscape area for all parcels in all zoning districts.~~

Landscaping Requirements					
Zoning District	Min. Required Landscaped Area ² Requiring Landscaping	Min. % of Required Landscaped Area Live Ground Cover of the Area Requiring Landscaping	Min. % of Required Landscaped Area Non-Live Ground Cover of the Area Requiring Landscaping	Min. # of Trees for Required Landscaped the Area Requiring Landscaping ³	Min. # of Shrubs for Required Landscaped the Area Requiring Landscaping ⁴
Residential Use Zones Uses					
R	50%	20%	30%	1 for every per 2,000 sq. ft.	2 for every per 3,000 sq. ft.
HR	40%	20%	20%	1 for every per 2,000 sq. ft.	2 for every per 3,000 sq. ft.
MR	30%	20%	20%	1 for every per 2,000 sq. ft.	2 for every per 3,000 sq. ft.
FD ¹	50%	20%	30%	1 for every per 2,000 sq. ft.	2 for every per 3,000 sq. ft.
DS	50%	20%	30%	1 for every per 2,000 sq. ft.	2 for every per 3,000 sq. ft.
Nonresidential or Mixed Use Zones					
HB	See 7-4-8(E)(3) Below				
GC	30%	10%	20%	1 for every per 2,000 sq. ft.	2 for every per 3,500 sq. ft.
LI	30%	5%	15%	1 for every per 2,500 sq. ft.	2 for every per 4,000 sq. ft.
GI	30%	5%	15%	1 for every per 2,500 sq. ft.	2 for every per 4,000 sq. ft.

¹ See Subsection 7-4-8(I)(2) for exemptions for uses that are nonresidential in the FD zoning district.

² For all residential uses that are single-family and duplex dwellings, a maximum of one acre of area shall be used to calculate the minimum required landscape area.

³ The minimum number of trees is a sum of all required trees. Any additional tree requirements (such as street trees) shall be counted as part of this minimum number of required trees.

⁴ Four shrubs can be counted for one required tree. A minimum of one tree is always required per lot.

(3) Historic Business (HB) District Exceptions. This district is intended to provide for zero lot lines and full lot coverage. Therefore, there is no minimum required landscaped area as defined in this chapter. However, the following shall apply:

(a) Right-of-way landscaping shall be required pursuant to Subsection 7-4-8(H).

- (b) If a parking lot is provided on-site, parking lot landscaping shall be required pursuant to Subsection 7-4-8(G)
- (c) Required landscaped area for properties zoned HB is required for any area not used for a building or parking lot.

(F) General Landscape Standards.

- (1) Trees: Trees shall have a minimum caliper of one and one-half inches for deciduous trees and a five-foot minimum height for evergreens. In the case of fractional requirements for the number of trees, the number required shall be rounded up to the next whole number. Existing trees that are in good health, as determined by the Town Manager or designee, shall be counted as one and one-half trees for the minimum tree requirement.

(a)(5) Species Diversity: To prevent uniformity and insect or disease susceptibility, species diversity is required, and extensive monocultures of trees are prohibited. Species diversity does not apply to existing trees. The following requirements shall be met:

<u>Number of required trees on site</u>	<u>Maximum percentage of any one species</u>
<u>1—35</u>	<u>No diversity</u>
<u>46—19</u>	<u>33%</u>
<u>20 or more</u>	<u>25%</u>

- (2) Shrubs: Shrubs shall be a minimum ~~five~~three-gallon size. Decorative grasses in a minimum size of three gallons are to be counted as shrubs. In the case of fractional requirements for the number of shrubs, the number required shall be rounded up to the next whole number.
- (3) Groundcover: Area can be made up of vegetative materials, organic or inorganic mulch, flowerbeds, or other acceptable landscape material. Fire resistant material is encouraged. If mulch or other flammable materials are proposed, the applicant should consider fire risks. Groundcover must be adequate to ensure that dust cannot blow from the property and that the soil is stabilized to ensure that erosion is kept to a minimum, it must also remain free of noxious weeds as defined as Ouray County Weed Manager.
- (4) Turf: No more than 1,500 square feet or ten percent of ~~the required landscaped area~~ requiring landscaping, whichever is less, can be high water turf. High water turf should only be used in areas of high use, also known as “functional turf”. ~~Native, non-irrigated grass may be used in area of low use, low visibility areas.~~ The limitation shall not apply to any public recreation area or sports field owned or operated by the town/city or any public or quasi-public entity.

(a) Artificial turf is prohibited except for use on any public recreation area or sports field owned or operated by the town/city or any public or quasi-public entity.

~~(5) Species Diversity: To prevent uniformity and insect or disease susceptibility, species diversity is required, and extensive monocultures of trees are prohibited. Species diversity does not apply to existing trees. The following requirements shall be met:~~

<u>Number of required trees on site</u>	<u>Maximum percentage of any one species</u>
<u>1—5</u>	<u>No diversity</u>
<u>6—19</u>	<u>33%</u>
<u>20 or more</u>	<u>25%</u>

-
- (6) Irrigation: To ensure best practices for water conservation, all new landscaping shall comply with the following irrigation standards:
- (a) Irrigation should be limited to between the hours of 6:00 P.M. and 9:00 A.M.
 - (b) All irrigation systems shall be automatic and have moisture sensors installed.
 - (c) Where possible, non-potable irrigation systems should be used to irrigate landscape.
- (7) Screening and Buffering:
- (a) Screening and landscape buffers soften the less desirable impacts of development and can provide a certain element of safety in commercial areas where significant pedestrian interactions are more likely to occur. Buffers should be constructed to mitigate the view, light pollution (including light trespass and glare), noise, heat, and odor impacts of vehicles, pavement, and higher intensity uses, and other potential negative effects of development.
 - (b) Buffering shall be provided when a nonresidential use is adjacent to a residential use. It shall be the responsibility of ~~the nonresidential~~non-residential use to provide the adequate buffer from the residential use in a manner consistent with these regulations. The buffer should include a mix of trees, fencing, landscape berms, and other materials appropriate to mitigate visual, audible, and other impact the nonresidential use may have on the residences.
 - (c) Mechanical Equipment: Ground-mounted or rooftop equipment shall be screened from public rights-of-way on all sides to its full height. Ground level mechanical equipment shall be screened with landscaping, berms, fences, or architectural walls. Rooftop units shall be screened with materials and colors to match the building.
 - (d) Storage Areas: All open storage areas shall be screened from public rights-of-way and adjacent property by use of landscaping, berms, fencing, or a combination of landscaping and other structural elements to a height of six feet. Fencing must meet the requirements of Section 7-4-6(F).
 - ~~(e) Fencing can be used as a method for screening and buffering, provided the fencing meets the requirements of Section 7-4-6(F).~~
 - (ef) Additional landscape screening above the minimum requirements of this Section may be required when it is determined by the Town Manager, Town Manager's designee, Planning Commission, or Town Council to be in the best interest of the affected properties.
- (8) Sight Triangles: All plant material, walls, fences, berms and/or structures shall not exceed 24 inches in height when located on any corner within a triangular area formed by the curb lines and a line connecting them at points 15 feet from the intersection of the curb lines.
- (9) Existing Plantings: Existing trees, shrubs, and live ~~groundcover~~groundcovers that are in good health should be retained and not destroyed during the construction process. The health of the trees shall be determined by the Town Manager or designee. These plants will be counted towards the required landscaping.
- (10) Revegetation: Development activities should only disturb, clear, or grade the area necessary for construction. All areas disturbed by grading or construction, not being formally landscaped, shall be revegetated with native seeding and/or other approved plant materials in a method acceptable to the Town.

-
- (11) Slopes: Removal of existing vegetation, including ground cover and trees, is strongly discouraged on slopes greater than 30 percent. Development on slopes greater than 15 percent shall maintain the maximum vegetative cover possible to protect soils, prevent land slippage, and retain wildlife habitat and open space resources. A minimum of 50 percent of vegetation on slopes greater than 15 percent shall not be disturbed during development.

(G) Parking Lot Landscape Standards.

- (1) Islands or Rain Gardens: A landscape island and/or rain garden shall be provided in parking lots along the ends of the parking rows. Islands shall be a minimum of six feet wide and as long as the adjacent parking space(s). ~~Trees shall be incorporated with parking lot design to provide parking lot shading.~~
- (a) Islands for parking lots in residential ~~and mixed-use areas~~ uses shall be used to separate rows of six or more parking spaces and shall include a minimum of one tree.
- (b) For ~~nonresidential~~ non-residential uses, islands shall be used to separate rows of 12 or more parking spaces and shall include a minimum of two trees. ~~Islands shall be a minimum of six feet wide and as long as the adjacent parking space(s).~~
- (2) ~~Trees shall be incorporated with parking lot design as to provide parking lot shading.~~
- (3) Catchment areas: Landscaped ~~or grassed~~ catchments areas and similar designs should be used for managing, controlling, and filtering parking lot and site drainage and should be included as part of an overall site drainage plan.

(H) Right-of-Way Landscape Standards.

- (1) Street trees: A landscape area shall be established along the public right-of-way for all ~~nonresidential~~ non-residential uses and shall be a minimum of five feet wide. Such trees shall be placed in the center of the landscape area, not within the site triangle, and 20 feet away from any streetlight. A minimum of one tree per 50 linear feet of right-of-way is required. Street trees shall have a minimum caliper of two and one-half inches for deciduous trees and a six-foot minimum height for evergreens.

(I) Exceptions or Deviations.

- (1) Affordable Housing: Landscaping requirements for affordable housing projects may be reduced, based on the determination of the Town Manager or designee. Whenever possible, deviations from these standards for the purpose of preserving affordable housing or deed restricted housing should be identified and provided for in the appropriate document establishing the affordability and/or deed restricted provisions for the projects.
- (2) Non-residential Uses on Properties Zoned FD: If the proposed use in the FD zone district is intended to be permanent, these landscape ~~standards-regulations~~ shall apply. If, however, an existing use is intended to be redeveloped, the Town Manager or designee may waive these requirements until such time the property redevelops. Such ~~decision~~ decision is the sole discretion of the Town Manager or designee.
- (3) High-Water Turf: High-water turf may be allowed in areas of high-water ~~use~~ contact such as drainages, swales, or downspout locations.
- (4) Administrative approval for deviations from a required standard: Deviations from the landscape requirements may be granted by the Town Manager or designee for ~~for~~ up to ten percent (10%) from the applicable requirement. ~~percent may be considered for administrative approval by the Town.~~ To request a deviation, a letter explaining the unique situation or hardship preventing the project from meeting the minimum landscape requirements shall be submitted with the application material to the Town Clerk and will be ~~at the~~ subject to the sole discretion of the Town Manager or designee ~~for approval.~~

~~(J) Species List.~~

~~(1) Preferred Species: A list of recommended species for use in Colorado is available from the Ouray Country Weed Manager and the Colorado State University Extension Service. The lists are not all inclusive but do recommend a variety of plants known to do well in our region of Colorado. In general, plants that are not recognized as hardy or suited to the local climate should be kept to a minimum. Water wise, drought tolerant plants are to be used whenever possible and appropriate and regionally appropriate species are preferred.~~

~~(2) Prohibited Species.~~

~~(a) Siberian elm and Chinese elm (Ulmus); Cottonwoods that bear cotton (Populus); Purple Loosestrife (Lythrum slaicaria); Russian Olive (Elaeagnus angustifolia); and Kentucky Blue Grass (Poa pratensis) are prohibited.~~

~~(b) The Town Manager or designee is authorized to prohibit additional species with similar nuisance properties.~~

(K) Installation Standards.

(1) Living materials shall be adequately watered and maintained to become established. Once established, watering ~~requirements~~ should be minimized as appropriate.

(2) Trees should ~~also~~ be installed in such a way that they will not infringe on solar access, views from the adjoining properties, or block a sight distance triangle.

(3) Easements shall remain clear of all obstacles which may prevent such easement from operating within its intended purpose.

(a) Retaining walls are prohibited from being located in any established easement.

(b) Trees may only be permitted in utility easements upon written approval of the easement holder.

(L) Maintenance Requirements.

(1) Following completion of the landscaping, the owner or occupant of the property shall maintain it in good condition thereafter. Failure to ~~so~~ maintain the landscaping is unlawful and is hereby declared to create a nuisance.

(2) Where approved trees, shrubs, or other landscaping materials die or are removed, it shall be the responsibility of the property owner to replace them with materials of a comparable nature and size to those originally approved. This ~~continuing~~ obligation shall continue until the property is redeveloped, at which time the redeveloper shall comply with the requirements of this ~~Chapter as they apply to the~~ code as they apply to the proposed development at that time.

(Ord. 03-2023)

An Act

SENATE BILL 24-005

BY SENATOR(S) Roberts and Simpson, Bridges, Hinrichsen, Buckner, Cutter, Exum, Fields, Jaquez Lewis, Marchman, Michaelson Jenet, Priola, Winter F., Fenberg;

also REPRESENTATIVE(S) McCormick and McLachlan, Amabile, Bacon, Bird, Boesenecker, Brown, Daugherty, deGruy Kennedy, Duran, Epps, Froelich, Garcia, Herod, Jodeh, Joseph, Kipp, Lieder, Lindsay, Lukens, Mabrey, Martinez, Marvin, Mauro, Ortiz, Parenti, Rutinel, Sirota, Snyder, Story, Titone, Valdez, Velasco, Weissman, Willford, McCluskie.

CONCERNING THE CONSERVATION OF WATER IN THE STATE THROUGH THE
PROHIBITION OF CERTAIN LANDSCAPING PRACTICES.

Be it enacted by the General Assembly of the State of Colorado:

SECTION 1. In Colorado Revised Statutes, **add** article 99 to title 37 as follows:

ARTICLE 99

Prohibition of Nonfunctional Turf, Artificial Turf, and Invasive Plant Species

37-99-101. Legislative declaration. (1) THE GENERAL ASSEMBLY

Capital letters or bold & italic numbers indicate new material added to existing law; dashes through words or numbers indicate deletions from existing law and such material is not part of the act.

FINDS THAT:

(a) AS COLORADO CONTINUES TO GRAPPLE WITH THE IMPACTS OF CLIMATE CHANGE, GREEN URBAN SPACES, SUCH AS URBAN TREE CANOPIES, ARE A VITAL ADAPTATION TOOL FOR MITIGATING THE IMPACTS OF CLIMATE CHANGE, ESPECIALLY FOR MITIGATING THE URBAN HEAT ISLAND EFFECT, WHICH CAN INCREASE ENERGY COSTS, AIR POLLUTION, AND HEAT-RELATED ILLNESSES AND DEATHS;

(b) HOWEVER, WATER SUPPLY IN THE WESTERN UNITED STATES IS UNDER INCREASING PRESSURE DUE TO CLIMATE CHANGE AND INCREASING DEMAND;

(c) MANY COMMUNITIES IN THE STATE OVERUSE NONNATIVE GRASS FOR LANDSCAPING PURPOSES, WHICH REQUIRES LARGE AMOUNTS OF WATER TO MAINTAIN;

(d) WHILE THERE ARE APPROPRIATE AND IMPORTANT USES FOR TURF, INCLUDING FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES SUCH AS USE IN PARKS, SPORTS FIELDS, AND PLAYGROUNDS, MUCH OF THE TURF IN THE STATE IS NONFUNCTIONAL, LOCATED IN AREAS THAT RECEIVE LITTLE, IF ANY, USE, AND COULD BE REPLACED WITH LANDSCAPING THAT ADHERES TO WATER-WISE LANDSCAPING PRINCIPLES WITHOUT ADVERSELY IMPACTING QUALITY OF LIFE OR LANDSCAPE FUNCTIONALITY;

(e) PROHIBITING THE INSTALLATION, PLANTING, OR PLACEMENT OF NONFUNCTIONAL TURF IN APPLICABLE PROPERTY IN THE STATE CAN HELP CONSERVE THE STATE'S WATER RESOURCES;

(f) INSTALLED VEGETATION THAT ADHERES TO WATER-WISE LANDSCAPING PRINCIPLES CAN HELP REDUCE OUTDOOR DEMAND OF WATER; AND

(g) ADDITIONALLY, ARTIFICIAL TURF CAN CAUSE NEGATIVE ENVIRONMENTAL IMPACTS, SUCH AS EXACERBATING HEAT ISLAND EFFECTS IN URBAN AREAS AND RELEASING HARMFUL CHEMICALS, INCLUDING PLASTICS, MICROPLASTICS, AND PERFLUOROALKYL AND POLYFLUOROALKYL CHEMICALS, INTO THE ENVIRONMENT AND WATERSHEDS.

(2) THE GENERAL ASSEMBLY THEREFORE DECLARES THAT

PREVENTING THE INSTALLATION, PLANTING, OR PLACEMENT OF NONFUNCTIONAL TURF, ARTIFICIAL TURF, AND INVASIVE PLANT SPECIES IN APPLICABLE PROPERTY IN THE STATE IS:

(a) A MATTER OF STATEWIDE CONCERN; AND

(b) IN THE PUBLIC INTEREST.

37-99-102. Definitions. AS USED IN THIS ARTICLE 99, UNLESS THE CONTEXT OTHERWISE REQUIRES:

(1) (a) "APPLICABLE PROPERTY" MEANS:

(I) COMMERCIAL, INSTITUTIONAL, OR INDUSTRIAL PROPERTY;

(II) COMMON INTEREST COMMUNITY PROPERTY; OR

(III) A STREET RIGHT-OF-WAY, PARKING LOT, MEDIAN, OR TRANSPORTATION CORRIDOR.

(b) "APPLICABLE PROPERTY" DOES NOT INCLUDE RESIDENTIAL PROPERTY.

(2) "ARTIFICIAL TURF" MEANS AN INSTALLATION OF SYNTHETIC MATERIALS DEVELOPED TO RESEMBLE NATURAL GRASS.

(3) "COMMERCIAL, INSTITUTIONAL, OR INDUSTRIAL" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(b).

(4) "COMMON INTEREST COMMUNITY" HAS THE MEANING SET FORTH IN SECTION 38-33.3-103 (8).

(5) "COMMON INTEREST COMMUNITY PROPERTY" MEANS PROPERTY WITHIN A COMMON INTEREST COMMUNITY THAT IS OWNED AND MAINTAINED BY A UNIT OWNERS' ASSOCIATION, SUCH AS ENTRYWAYS, PARKS, AND OTHER COMMON ELEMENTS AS DEFINED IN SECTION 38-33.3-103 (5).

(6) "DEPARTMENT" MEANS THE DEPARTMENT OF PERSONNEL CREATED IN SECTION 24-1-128 (1).

(7) "FUNCTIONAL TURF" MEANS TURF THAT IS LOCATED IN A RECREATIONAL USE AREA OR OTHER SPACE THAT IS REGULARLY USED FOR CIVIC, COMMUNITY, OR RECREATIONAL PURPOSES, WHICH MAY INCLUDE PLAYGROUNDS; SPORTS FIELDS; PICNIC GROUNDS; AMPHITHEATERS; PORTIONS OF PARKS; AND THE PLAYING AREAS OF GOLF COURSES, SUCH AS DRIVING RANGES, CHIPPING AND PUTTING GREENS, TEE BOXES, GREENS, FAIRWAYS, AND ROUGHS.

(8) "INVASIVE PLANT SPECIES" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(e).

(9) "LOCAL ENTITY" MEANS A:

(a) HOME RULE OR STATUTORY CITY, COUNTY, CITY AND COUNTY, TERRITORIAL CHARTER CITY, OR TOWN;

(b) SPECIAL DISTRICT; AND

(c) METROPOLITAN DISTRICT.

(10) "MAINTAIN" OR "MAINTAINING" MEANS AN ACTION TO PRESERVE THE EXISTING STATE OF NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR AN INVASIVE PLANT SPECIES THAT HAS ALREADY BEEN INSTALLED, PLANTED, OR PLACED.

(11) "NATIVE PLANT" MEANS A PLANT SPECIES THAT IS INDIGENOUS TO THE STATE OF COLORADO.

(12) "NEW DEVELOPMENT PROJECT" MEANS A NEW CONSTRUCTION PROJECT THAT REQUIRES A BUILDING OR LANDSCAPING PERMIT, PLAN CHECK, OR DESIGN REVIEW.

(13) (a) "NONFUNCTIONAL TURF" MEANS TURF THAT IS NOT FUNCTIONAL TURF.

(b) "NONFUNCTIONAL TURF" INCLUDES TURF LOCATED IN A STREET RIGHT-OF-WAY, PARKING LOT, MEDIAN, OR TRANSPORTATION CORRIDOR.

(c) "NONFUNCTIONAL TURF" DOES NOT INCLUDE TURF THAT IS DESIGNATED TO BE PART OF A WATER QUALITY TREATMENT SOLUTION

REQUIRED FOR COMPLIANCE WITH FEDERAL, STATE, OR LOCAL AGENCY WATER QUALITY PERMITTING REQUIREMENTS THAT IS NOT IRRIGATED AND DOES NOT HAVE HERBICIDES APPLIED.

(14) "REDEVELOPMENT PROJECT" MEANS A CONSTRUCTION PROJECT THAT:

(a) REQUIRES A BUILDING OR LANDSCAPING PERMIT, PLAN CHECK, OR DESIGN REVIEW; AND

(b) RESULTS IN A DISTURBANCE OF MORE THAN FIFTY PERCENT OF THE AGGREGATE LANDSCAPE AREA.

(15) "SPECIAL DISTRICT" HAS THE MEANING SET FORTH IN SECTION 32-1-103 (20).

(16) "TRANSPORTATION CORRIDOR" MEANS A TRANSPORTATION SYSTEM THAT INCLUDES ALL MODES AND FACILITIES WITHIN A DESCRIBED GEOGRAPHIC AREA, HAVING LENGTH AND WIDTH.

(17) "TURF" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(i).

(18) "UNIT OWNERS' ASSOCIATION" HAS THE MEANING SET FORTH IN SECTION 38-33.3-103 (3).

(19) "WATER-WISE LANDSCAPING" HAS THE MEANING SET FORTH IN SECTION 37-60-135 (2)(i).

37-99-103. Prohibition of nonfunctional turf, artificial turf, and invasive plant species - local entities - construction or renovation of state facilities. (1) ON AND AFTER JANUARY 1, 2026, A LOCAL ENTITY SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW ANY PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES, AS PART OF A NEW DEVELOPMENT PROJECT OR REDEVELOPMENT PROJECT, ON ANY PORTION OF APPLICABLE PROPERTY WITHIN THE LOCAL ENTITY'S JURISDICTION.

(2) ON OR BEFORE JANUARY 1, 2026, A LOCAL ENTITY SHALL ENACT OR AMEND ORDINANCES, RESOLUTIONS, REGULATIONS, OR OTHER LAWS

REGULATING NEW DEVELOPMENT PROJECTS AND REDEVELOPMENT PROJECTS ON APPLICABLE PROPERTY IN ACCORDANCE WITH THE REQUIREMENTS OF THIS SECTION.

(3) THE DEPARTMENT SHALL NOT INSTALL, PLANT, OR PLACE, OR ALLOW ANY PERSON TO INSTALL, PLANT, OR PLACE, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES AS PART OF A PROJECT FOR THE CONSTRUCTION OR RENOVATION OF A STATE FACILITY, WHICH PROJECT DESIGN COMMENCES ON OR AFTER JANUARY 1, 2025.

(4) NOTHING IN THIS SECTION PROHIBITS:

(a) A LOCAL ENTITY FROM MAINTAINING, OR ALLOWING ANY PERSON TO MAINTAIN, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES INSTALLED, PLANTED, OR PLACED BEFORE JANUARY 1, 2026;

(b) THE DEPARTMENT FROM MAINTAINING, OR ALLOWING ANY PERSON TO MAINTAIN, ANY NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES INSTALLED, PLANTED, OR PLACED AT A STATE FACILITY BEFORE JANUARY 1, 2025;

(c) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING, OR ALLOWING ANY PERSON TO INSTALL, GRASS SEED OR SOD THAT IS A NATIVE PLANT OR HAS BEEN HYBRIDIZED FOR ARID CONDITIONS;

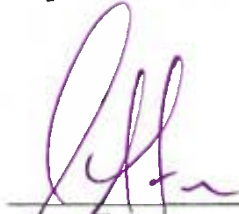
(d) A LOCAL ENTITY OR THE DEPARTMENT FROM ESTABLISHING PROHIBITIONS ON, OR REQUIREMENTS FOR, NONFUNCTIONAL TURF, ARTIFICIAL TURF, OR INVASIVE PLANT SPECIES THAT ARE MORE STRINGENT THAN THE REQUIREMENTS OF THIS SECTION; OR

(e) A LOCAL ENTITY OR THE DEPARTMENT FROM INSTALLING, OR ALLOWING ANY PERSON TO INSTALL, ARTIFICIAL TURF ON ATHLETIC FIELDS OF PLAY.

SECTION 2. Act subject to petition - effective date - applicability. (1) This act takes effect at 12:01 a.m. on the day following the expiration of the ninety-day period after final adjournment of the general assembly; except that, if a referendum petition is filed pursuant to section 1 (3) of article V of the state constitution against this act or an item, section, or part of this act within such period, then the act, item, section, or

part will not take effect unless approved by the people at the general election to be held in November 2024 and, in such case, will take effect on the date of the official declaration of the vote thereon by the governor.

(2) This act does not apply to projects approved by the department of personnel or a local entity before the effective date of this act.



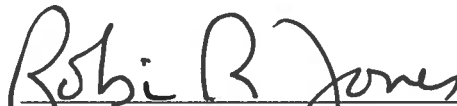
Steve Fenberg
PRESIDENT OF
THE SENATE



Julie McCluskie
SPEAKER OF THE HOUSE
OF REPRESENTATIVES

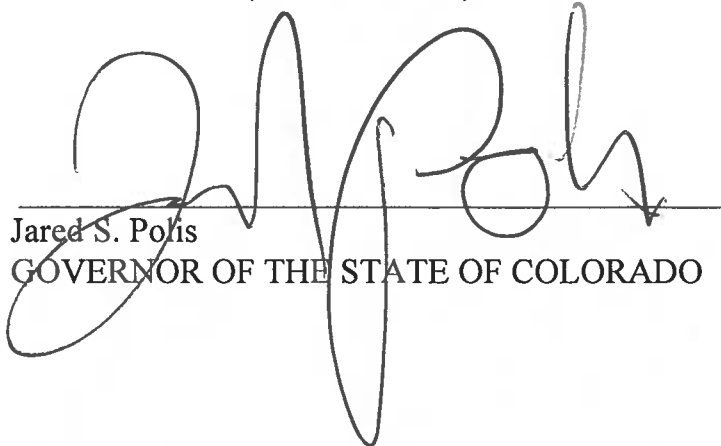


Cindi L. Markwell
SECRETARY OF
THE SENATE



Robin Jones
CHIEF CLERK OF THE HOUSE
OF REPRESENTATIVES

APPROVED Friday March 15th 2024 at 2:15 pm
(Date and Time)



Jared S. Polis
GOVERNOR OF THE STATE OF COLORADO

Local Compliance with Colorado Senate Bill 24-005

Prohibition of nonfunctional turf, nonfunctional artificial turf¹, and invasive plant species



[Senate Bill 24-005 \(SB5\)](#) passed with bipartisan support and was signed into law by Governor Jared Polis on March 15, 2024. The bill addresses the impacts of both climate change and increased demands on Colorado's water supplies by limiting specific uses of water-intensive turfgrass (turf) in Colorado landscapes. Specifically, **SB5 prohibits the installation of nonfunctional turf, artificial turf, and invasive plant species on nonresidential properties for new development and some redevelopment projects on or after January 1, 2026.** The bill acknowledges the community benefits of turf in appropriate locations and the importance of tree canopy and green spaces. On or before January 1, 2026, local entities shall enact or amend ordinances, resolutions, regulations, or other laws in accordance with SB5.

In 2025, **House Bill 25-1113 (HB1113)** passed, expanding and modifying the requirements of SB5². While SB5 prohibited all artificial turf, **HB1113 changes that by adding definitions for functional artificial turf, which is allowed, and nonfunctional artificial turf, which communities will need to incorporate into their codes by the SB5 implementation date of January 1, 2026.** HB1113 also requires local entities to adopt additional changes, not addressed here, by the later date of January 1, 2028. Those changes include adding multifamily residential properties with more than 12 units to the applicable properties that SB5 applies to and requiring local entities to regulate turf on all residential properties, allowing local entities to determine how they will do that.

Where does this bill apply?

SB5 applies to all new and some redevelopment* projects on:



Commercial, institutional, or industrial properties



State-owned properties



Common interest community property, i.e., homeowner association (HOA) common areas



Street rights-of-way, parking lots, medians, and transportation corridors

**Redevelopment is defined as projects that require a building permit or landscaping permit, plan check, or design review and that result in a disturbance of more than 50% of the aggregate landscape area.*

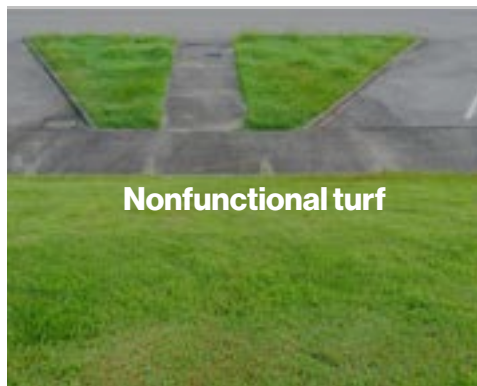
Residential properties are not subject to SB5 requirements.

¹SB5 prohibited all artificial turf. HB1113 modified that to only prohibit nonfunctional artificial turf.

²SB5 is encompassed in C.R.S. Section 37-99, which will be updated to reflect HB1113 changes and additions.

What does the bill prohibit?

SB5 (as modified by HB1113) prohibits the use of:



Nonfunctional turf



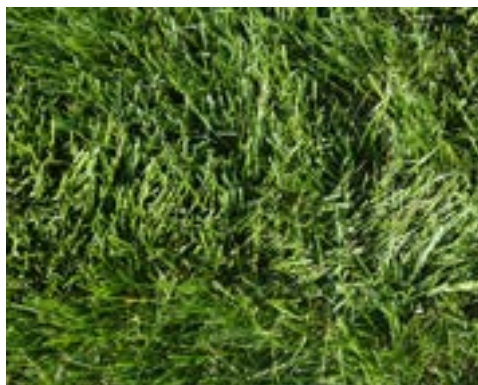
Nonfunctional artificial turf



Invasive plant species

myrtle spurge (*Euphorbia myrsinites*)

Key SB5 Definitions



Turf

Continuous plant coverage consisting of non-native grasses or grasses that have not been hybridized for arid conditions and which, when regularly mowed, form a dense growth of leaf blades and roots.

Per Colorado Revised Statutes (C.R.S.) Section 37-60-135(2)(i).



Functional turf

Turf that is located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include a playground, a sports field, a picnic ground, an amphitheater, a portion of a park, and the playing area of a golf course, such as a driving range, chipping and putting green, tee box, green, fairway, and rough.



Nonfunctional Turf

Turf that is not functional turf. Nonfunctional turf includes but is not limited to turf located in a street right-of-way, parking lot, median, or transportation corridor.



Functional artificial turf

Artificial turf that is:

- Located in a recreational use area or other space that is regularly used for civic, community, or recreational purposes, which may include a playground, a sports field, a picnic ground, an amphitheater, a portion of a park, and the playing area of a golf course, such as a driving range, chipping and putting green, tee box, green, fairway, and rough;
- Or a component of a product designed and approved by a professional engineer for civil infrastructure projects, including but not limited to: covers for solid waste facilities and brownfield sites; and revetments for slopes, channels, levees, and dams.



Nonfunctional artificial turf

Artificial turf that is not functional artificial turf.

For more information

Laura Belanger

Senior Policy Advisor

Western Resource Advocates

laura.belanger@westernresources.org

303.215.9122



Published
July 2025



Frequently Asked Questions

Why does the legislation prohibit nonfunctional artificial turf when it doesn't use any water?

The aim of this restriction is to ensure that turf is not replaced with landscape material that could cause other environmental or health concerns. While artificial turf can reduce water use and eliminate the use of pesticides, herbicides, and fertilizers for landscape maintenance, it can have considerable drawbacks. The legislative declarations in SB5 includes the finding that artificial turf can cause negative environmental impacts, such as exacerbating heat island effects in urban areas and releasing harmful chemicals, including plastics, microplastics, and perfluoroalkyl and polyfluoroalkyl chemicals into the environment and watersheds.

What are invasive plant species?

Invasive plant species are plants that are not native to Colorado, can have negative environmental or economic impacts, and spread readily, outcompeting native plants for space. A complete definition of "invasive plant species" can be found in Colorado Statutes Section 37-60-135(2)(e). While not specified in SB5, invasive plant species are synonymous with noxious weeds that are regulated under the Colorado Noxious Weed Act (C.R.S. Section 35-5.5)

What types of grass are restricted under SB5?

The legislation defines turf as, "Continuous plant coverage consisting of non-native grasses or grasses that have not been hybridized for arid conditions and which, when regularly mowed, form a dense growth of leaf blades and roots." Generally, turf restricted under SB5 will be cool season grass varieties that have high water demands, such as Kentucky bluegrass or fescues. Native or climate-adapted grasses are not restricted under SB5 and may be a viable alternative to nonfunctional turf. Examples of native or climate-adapted turfgrasses include blue grama and buffalo grasses propagated as turf, and cold-hardy Bermuda grass. Learn more about alternative grasses in our [Colorado Senate Bill 24-005 Grasses and Plants Guide](#).

How will SB5 be enforced?

SB5 directs each city and county to enact or amend its local code requirements to be compliant with SB5. Implementing the nonfunctional turf prohibition is the responsibility of each local jurisdiction. The legislation does not specify reporting requirements or penalties for noncompliance; however, SB5 is state law as of January 1, 2026.

JULY 2025

Colorado Senate Bill 24-005 Grasses and Plants Guide

wra Western
Resource
Advocates®



COLORADO
Colorado Water
Conservation Board
Department of Natural Resources

Introduction

Colorado Senate Bill 24-005 (SB5) prohibits turf in nonfunctional areas of new and redeveloped commercial, industrial and institutional (CII) properties, and homeowner association (HOA) common area properties¹ referred to as “applicable properties,” with an implementation date of January 1, 2026. Additionally, street rights-of-way, parking lots, medians, and transportation corridors are identified as specific examples of nonfunctional areas.

The intention of the bill is that cool season, high water use turf is not installed on applicable properties in areas where lower water use grasses and/or **water-wise landscaping** would serve just as well without impacting community use of the area. Additionally, SB5 prohibits invasive plant species throughout new and redeveloped applicable properties. **SB5 does not apply to single-family and similar residential properties.**

This guide is intended to help clarify what grasses and plants can and can't be planted in compliance with SB5. Communities may need to create or amend existing development review processes to request landscaping plans that demonstrate the type and location of grasses and plants.

Colorado House Bill 25-1113

Colorado House Bill 25-1113 (HB1113) adds multifamily properties with more than 12 units to the list of applicable properties, with a later implementation date of January 1, 2028. SB5 is encompassed in C.R.S. Section 37-99, which will be updated to reflect HB1113 changes and additions.

Nonfunctional Turf and Grasses for Nonfunctional Areas

SB5 states “Turf” has the meaning set forth in [Colorado Revised Statutes (C.R.S.)] Section 37-60-135 (2)(i), which is defined as a continuous plant coverage consisting of non-native grasses or grasses that have not been hybridized for arid conditions and which, when regularly mowed, form a dense growth of leaf blades and roots.

Cool season turf grasses, which are not native or climate adapted to Colorado, require more water to stay green and healthy. SB5 prohibits the use of cool season grasses, including mixes/blends and hybrids, in nonfunctional areas of properties.

¹ SB24-005 also required the state – not communities – to implement SB5 for state facilities by an earlier January 1, 2025, date, which is not the focus of this guide.

SB5 states that warm season native and climate adapted grasses that require significantly less water can be used in nonfunctional areas along with a range of plants, shrubs, and trees that are native or adapted to Colorado's climate. **Reminder: Any grass may be used in functional areas of CII and HOA common area properties that are regularly used for civic, community, or recreational purposes.** See the [Key Considerations Guide](#) for functional and nonfunctional definitions.

Grass and Turf

The grass family is one of the largest plant families on Earth and different grasses serve as human food, animal fodder, wildlife shelter, ground cover, lawns, and playing fields among many other functions. Turf is defined in C.R.S. Section 37-60-135 (2)(i) and turfgrasses tend to be dense, pleasing to the touch, and comfortable to recreate on. Traditional turfgrasses, like Kentucky bluegrass, are not native to Colorado and require a lot more water than native grasses. SB5 limits turf where active recreation is not occurring and where other water-wise grasses or plants are appropriate as they will not affect area use. Some of these grasses may have characteristics similar to turf, and others may not — growing taller, preferring not to be mowed as short as turf, being less dense, and having different texture and color, among other differences.

Hybridized Grasses

It is important to note that plants and grasses can be hybridized for many reasons. In fact, the vast majority of turf grasses on the market today are hybrids. **Just because grass is a hybrid does not mean it is adapted to arid conditions and allowable in nonfunctional areas.**

While not specified in SB5, communities may identify grasses that have been “hybridized for arid conditions” as those with irrigation water needs — to stay healthy and not go dormant — that are comparable to native grasses. It is important to note that drought or heat tolerant grasses are not necessarily low water use. Being tolerant may mean grasses can go dormant in hot and dry conditions and recover but still require moderate to high levels of irrigation to stay a vibrant green.

Communities can require developers to provide information on the irrigation needs of grasses proposed for use in nonfunctional areas. Communities can also refer to local or regional data for the irrigation needs of specific grasses, and local scientific or extension resources can be helpful. For example, Kentucky bluegrass along Colorado's Front Range needs approximately 24–30 inches of irrigation water, while the grasses included in the [Colorado Native Grass Guide](#) require only 8-12 inches (60-67% less water). Each community can establish a threshold that best meets their needs. Consider requiring that grasses in nonfunctional areas meet a threshold of needing 60% less irrigation water than Kentucky bluegrass.

Nonfunctional Area Grasses Overview

The number of grass species and varieties are large, and new options are introduced to the market all the time. Rather than attempting to categorize the many grass species, varieties, blends, and brands, this guide identifies grasses commonly used for turf, and whether they are allowable in nonfunctional areas under SB5 requirements.

Selecting the right grass option for a landscaped area is complex and should include considerations such as irrigation needs, foot traffic tolerance, appearance, maintenance requirements, shade tolerance, and salt tolerance. Additionally, communities should be aware that water-wise grasses will often not look like, or have the same maintenance needs, as traditional high water-use cool season grasses. The **Colorado Native Grass Guide** provides valuable guidance for selecting, installing and maintaining native, Colorado climate adapted, and water-wise species.

Turf and other Grasses in CII and HOA Common Area Property Nonfunctional Areas^{2,3}

Not Allowed: High Irrigation Need	Allowed: Low/No Irrigation Need Use
Cool season non-native turf grasses	Native, warm season and climate adapted grasses
Common examples include, but are not limited to:	Common examples include, ⁴ but are not limited to:
<ul style="list-style-type: none">• Kentucky bluegrass, including blends and hybrids• Tall fescue• Fine fescue• Perennial ryegrass• Texas hybrid bluegrass• Hybrids of the species above, including those selected for “drought” or “heat” tolerance	<ul style="list-style-type: none">• Buffalograss• Blue grama• Buffalograss/blue grama grass mixture• Native shortgrass prairie mixture⁵• Cold-hardy bermudagrass• Other native and low water use grasses, including mixes

² Any of the grasses listed here may be used in functional areas regularly used for civic, community, or recreational purposes.

³ Irrigation needs are post-establishment irrigation.

⁴ The Colorado Native Grass Guide was used to inform this list.

⁵ Often includes grasses like buffalograss, blue grama, sideoats grama, western wheatgrass, and green needle.

Resources for Water-Wise Plants and Prohibited Invasive Plants

This section provides guidance for:

- Water-wise plants that may serve as alternatives to nonfunctional turf in nonfunctional areas, and;
- Prohibited plant species that must be avoided.

Water-Wise Plants

SB5 supports the use of water-wise landscaping in nonfunctional turf areas. Colorado's statutory definition of "water-wise landscaping" (C.R.S. 37-60-135(2)) emphasizes the use of plants that require lower supplemental water, such as native and drought-tolerant plants, and specifies that landscaping is intended to be functional and attractive.

Many resources regarding plant materials exist, with new resources regularly being developed and updates made to existing resources. The following is a selection of Colorado-specific resources that may be helpful to consider, but it is not meant to be exhaustive. Local gardens and extension offices often have additional resources available.

Colorado Native Plant Society Low-water Native Plants by Region

Colorado Native Plant Society's website has many resources, including downloadable guides on native low water plants for Colorado gardens for the following areas:

- **Front Range & Foothills**
- **Western Slope – Below 7,000'**
- **Mountains 7,500' and Above**
- **Southeastern Colorado**
- **Prairie and Plains**

Colorado State Extension Plant Guides

Colorado State Extension has developed factsheets that include plant lists, several that are specific to mountain communities. List contents vary, but include information like plant irrigation water needs, size, color, and maximum elevation, among other details.

- **Native Shrubs for Colorado Landscapes**
- **Native Herbaceous Perennials for Colorado Landscapes**
- **Wildflowers for Colorado**
- **Flowers for Mountain Communities**
- **Trees and Shrubs for Mountain Communities**
- **Groundcovers and Rock Garden Plants for Mountain Communities**

Colorado Plant Database

The Colorado Plant Database can be filtered to search for native plants and by locations from around the state. It was created and is maintained by the staff of **Colorado State Extension's Native Plant Master Program**.

Glenwood Springs Landscaping Guide

Glenwood Springs does not have an approved plant list, but this guide provides residents and others with a list of locally appropriate plants that can survive in the Glenwood Springs climate.

Town of Castle Rock 2025 Approved Plant List

Castle Rock has an approved plant list of trees, shrubs, perennial plants (including grasses, and annual plants). The list is a selection of water-wise native and regionally adapted plants organized by the plant type with its hydrozone, size, exposure, and fire rating information for each species.

Colorado Springs Utilities 2023 Landscape Policy Manual, Including Plant List

Appendix A of the manual is a list of approved plants selected for Colorado Springs geographic location that are intended to be water efficient, horticulturally sustainable, and have balanced diversity. Colorado Springs requires that a minimum of 70% of plants in CII property landscape plans come from this list, which is being updated in 2025.

City of Westminster's List of Recommended and Prohibited Plants (November 2024)

A spreadsheet file that includes trees, shrubs, lawn grasses, and native plants. Plant information includes hydrozone, sun tolerance, mature height and width, and if it is a regional native plant. The file also includes a list of prohibited plants.

Northern Water's Plant List

The list includes a variety of plants that are recommended because they grow well in the northern Colorado region. This list includes plant details such as mature height and width, flowering season, sun requirements, water needs, and hardiness zone, among other information. Northern Water also has a **Plant List for Hot & Dry Street Strips**, which is the narrow green space between streets and sidewalks that can be found in many neighborhoods and can be challenging to maintain.

Plant Select

Plant Select is a nonprofit and brand of plants designed to thrive in the High Plains and intermountain regions with less water. The website includes lists of plants and a search function to find the right plant for the right place.

Prohibited Plants

In addition to limiting nonfunctional turf and artificial turf, SB5 prohibits the planting of invasive plant species.

SB5 defines invasive plant species (C.R.S. 37-60-135(2)(e)) as plants that are not native to the state and that:

- Are introduced into the state accidentally or intentionally;
- Have no natural competitors or predators in the state because the state is outside of their competitors' or predators' range; and
- Have harmful effects on the state's environment or economy or both.

While not specified in SB5, invasive plant species are synonymous with noxious weeds. Additionally, while lists of invasive plant species are not readily available, noxious weeds are regulated through Colorado's Noxious Weed Act (C.R.S. 35-5.5). When incorporating SB5 invasive plant prohibitions into code, it may be helpful to use both the terms "noxious weeds" and "invasive plant species" for clarity.

The **Colorado Noxious Weed Act** (C.R.S. 35-5.5) defines noxious weeds as an alien plant or parts of an alien plant that have been designated by rule as being noxious or has been declared a noxious weed by a local advisory board, and meets one or more of the following criteria:

- Aggressively invades or is detrimental to economic crops or native plant communities;
- Is poisonous to livestock;
- Is a carrier of detrimental insects, diseases, or parasites;
- The direct or indirect effect of the presence of this plant is detrimental to the environmentally sound management of natural or agricultural ecosystems.

Under the act, each county in Colorado is required to have a weed management plan that includes lists of noxious weeds being regulated (see **County Weed Programs**). Statewide lists of noxious weeds are provided on the **Colorado Department of Agriculture Noxious Weeds website**. Noxious weeds should not be available for sale and are already regulated under Colorado law. These lists can serve to identify plant species prohibited under SB5.

Additional information can be found on the **Colorado Weed Management Association's Weed Information website**.

Implementation Considerations

There are many approaches communities may consider to align with SB5 requirements. A community's existing regulatory landscape, staff capacity, and staff expertise will likely inform which approach is taken. Developing high-level code requirements that are consistent with SB5, and that refer to more detailed landscape policy guidance materials or administrative documents that live outside of code, can provide useful flexibility. Policy guidance materials that provide detailed landscaping requirements, including lists of grasses that can and can't be

used in nonfunctional areas, and lists of approved and/or prohibited plants, can be updated more easily and frequently than code. **It is important to consider community goals, geography, and climate in selecting appropriate grasses and plant lists, which can vary by community.**

Additionally, designers aiming to choose the right plant for the right location should also consider plant irrigation needs, soil preference, height, width, color, pollinator benefits, shade tolerance, salt tolerance, and climate zone, among other things. Some plant lists provide these additional details to assist in plant selection. For additional flexibility, communities may want to allow for custom grass mixes and/or plants not on approved plant lists to be submitted for approval without requiring a variance. For more information, see the [**SB5 Key Considerations Guide**](#) and the [**Compliant Code Matrix**](#).

AGENDA ITEM #12

GENERAL FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	4,367,301	3,996,859		5,144,653	2,013,640
ACCOUNT #	REVENUES					
	TAXES					
400GOO	Property Tax	521,657	552,044	532,526		
4001GOO	Property Tax - Bond Repayment					
4002GOO	Property Tax - State Backfill	30,946				
401GOO	Penalties & Interest - Property Tax	1,455	1,000	940		
402GOO	Delinquent Property Tax	0	100	0	0	100
403GOO	Sales Tax	1,680,517	1,350,000	890,286		
404GOO	Sales Tax - Food for Home Consumption	105,840	105,000	57,332		
405GOO	Sales Tax - Capital Improvement Fund	314,008	235,000	170,984		
4051GOO	Sales Tax - Cap Imprv-Food Home Consumptn	22,407	20,500	11,629		
406GOO	Penalties & Interest - Sales & Lodging Tax	21,731	20,000	16,975		
407GOO	Lodging Tax	132,185	100,000	48,362		
4071GOO	Lodging Tax - Affordable Housing Fund	109,916	100,000	43,589		
408GOO	Specific Ownership Tax	40,961	35,000	28,091		
409GOO	Utility Franchise Tax	54,994	60,000	46,216		
410GOO	Excise Development Tax	4,500	31,500	3,000	18,000	10,500
	TOTAL	3,041,117	2,610,144	1,849,930	18,000	10,600
	INTERGOVERNMENTAL					
411GOO	Highway Users	73,682	65,000	53,337	90,000	74,876
412GOO	Motor Vehicle Fees	6,844	6,000	4,637	7,000	7,000
413GOO	Cigarette Tax	3,262	2,400	1,532	2,500	2,500
414GOO	Conservation Trust Fund (Lottery)	15,468	18,000	7,751	15,500	15,500
415GOO	Grants - general	46,912	91,200	33,213	80,000	
416GOO	Road & Bridge Apportionment	45,936	47,878	47,860	47,860	
417GOO	Mineral Lease & Severance Taxes	63,716	60,000	0	4,444	2,500
	TOTAL	255,820	290,478	148,330	247,304	102,376
	LICENSES, PERMITS & FEES					
420GOO	Building Permits	134,066	80,000	58,175		60,000
421GOO	Liquor Licenses	7,944	4,600	5,995	6,900	5,000
422GOO	Sales Tax Licenses	18,425	20,500	3,780	19,250	20,000
430GOO	Marijuana Facility Licenses	12,000	12,000	4,050	10,050	10,000
423GOO	Planning Applications	10,325	5,000	2,900	5,500	5,000
424GOO	Excavation/Encroachment Permits	4,900	4,000	1,950	8,660	4,500
425GOO	Refuse Collection Fees	210,330	210,000	123,066	211,000	
427GOO	USPS Rental Fees	8,894	9,074	6,049	9,074	9,074
428GOO	Parks, Facility & Rights of Way User Fees	6,028	6,500	5,825	6,500	6,500
429GOO	Permits - other (signs, etc)	975	1,000	600	825	1,000
431GOO	Short Term Rental Licenses	12,500	12,800	3,900	9,000	12,500
	TOTAL	426,387	365,474	216,290	286,759	133,574
	FINES & FORFEITURES					
435GOO	Court Fines	7,965	7,500	8,263	11,000	10,000
	TOTAL	7,965	7,500	8,263	11,000	10,000
	REIMBURSABLE FEES					
440GOO	Consulting Services Reimbursement	97,274	60,000	30,320		
441GOO	Labor & Documents Reimbursement	532	1,000	0	750	1,000
442GOO	Bonds & Permits Reimbursement	3,204	7,500	8,160		
443GOO	Mosquito Control Reimbursement	8,000	8,000	0	8,000	
444GOO	Administrative Reimbursement	12,722	7,500	3,032		
	TOTAL	121,732	84,000	41,512	8,750	1,000
	MISCELLANEOUS					
450GOO	Donations - general (Parks & Marshal)	2,520	2,500	2,500	2,500	2,500
451GOO	Sales - other (copies, equip sales, misc)	130	250	50	100	250
452GOO	Credits & Refunds - general	6,176	8,500	6,743	7,000	7,000
453GOO	Other - general (T/Clerk&Marshal fees)	27,536	2,200	380	750	1,200
454GOO	Special Events (festivals&concerts)	72,711	50,000	24,440		
459GOO	Donations - FUSE Committee	27,769	15,000	1,320		
455GOO	Interest Income	246,135	75,000	114,644	191,500	65,000
456GOO	Investment Income	13,410	7,500	6,761	11,400	2,500
	TOTAL	396,387	160,950	156,838	213,250	78,450
	TOTAL GENERAL FUND REVENUES	4,249,408	3,518,546	2,420,865	785,063	336,000

GENERAL FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
	TOTAL AVAILABLE RESOURCES	8,616,709	7,515,405	6,788,166	5,929,716	2,349,640

GENERAL FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	ADMINISTRATIVE SERVICES					
	PERSONNEL					
500GOO	Administrative Wages	557,720	760,000	425,153	696,981	
509GOO	Council Compensation	22,800	22,800	11,400	22,800	
510GOO	Planning Commission Compensation	17,400	17,400	8,100	17,400	
501GOO	Employer Tax Expense	45,165	61,300	34,000	56,394	
502GOO	Health Insurance	83,620	127,204	79,368	114,137	
503GOO	Retirement Fund	14,848	27,752	16,876	32,000	
504GOO	Workers Compensation Insurance	48	2,200	207	2,535	
	PROFESSIONAL SERVICES					
511GOO	Town Attorney	24,634	60,000	15,458		
512GOO	Auditing Services	8,000	8,000	0	8,000	8,000
514GOO	Consulting Services	3,067	150,000	24,823		
556GOO	IT Services	17,234	20,000	11,692	22,000	23,400
513GOO	Planning Consulting	124,884	66,000	22,743	30,000	66,000
515GOO	County Treasurer Services	12,250	14,000	10,636	11,500	12,500
519GOO	Contractual Services	117,754	140,000	25,869	50,000	
538GOO	Sales Tax On-Line Filing Services	17,176	20,393	15,295	20,393	
516GOO	Refuse Collection Franchise	226,929	210,000	140,579	212,000	
	ADMINISTRATIVE EXPENSE					
520GOO	Insurance (Property & Casualty)	17,350	18,613	27,839	51,677	14,421
521GOO	Conferences, Workshops & Training	1,879	12,500	3,869	6,000	14,000
522GOO	Dues & Memberships	3,766	3,500	2,533	4,000	4,000
523GOO	Council/PComm - Conferences & Training	2,682	2,500	2,106		8,000
524GOO	Reimbursable Bonds & Permits	8,480	7,500	2,400	4,200	9,000
525GOO	Unemployment Tax	1,959	1,680	2,156	2,450	2,550
526GOO	Life Insurance (for all funds)	1,322	1,600	1,091	1,585	1,600
527GOO	Personnel - Recruitment/Testing	3,450	3,000	1,846	3,000	3,000
536GOO	Wellness Program	12,593	19,600	8,570	16,000	
528GOO	Other - admin.	11	4,000	2,073	2,500	4,000
	OFFICE EXPENSE					
540GOO	Printing & Publishing	617	1,000	743	1,000	1,000
541GOO	Office Supplies	7,511	7,500	3,640	7,000	7,500
542GOO	Utilities	1,604	2,000	1,271	2,000	2,000
543GOO	Telephone	1,795	2,280	1,189	2,200	2,300
544GOO	Elections	87	2,500	91	91	2,500
530GOO	Computer	600	1,000	1,400	1,600	1,000
545GOO	Janitorial Services	4,858	5,000	3,589	6,790	9,500
546GOO	Council/Commission - Materials/Equipment	1,866	1,000	444	444	1,000
547GOO	Records Management	0	3,000	9	500	2,000
548GOO	Office Equipment - Leases	2,935	3,200	854	2,000	3,200
549GOO	Office Equipment - Maintenance/Repairs	0	500	0	0	500
550GOO	Filing Fees/Recording Costs	537	500	597	750	500
551GOO	Postage - general	541	1,000	304	1,000	1,200
552GOO	GIS Mapping - admin	771	9,800	919	2,000	
553GOO	Meetings & Community Events	12,026	15,000	2,445		
537GOO	Bank & Misc. Fees & Charges	2,431	3,000	1,466	2,650	
	COMMUNITY & ECONOMIC DEVELOPMENT					
529GOO	Tourism Promotion - Allocated from Lodging Tax	122,281	100,000	50,142		
5075GO1	Region 10	1,464	1,500	1,772	1,772	
531GOO	Community Outreach	3,311	4,000	3,094	5,500	
532GOO	Creative & Main Street Programs - FUSE Committ	58,750	60,000	28,229	74,000	
533GOO	Economic Development	1,015	2,500	1,055	1,055	2,500
535GOO	Affordable Housing	36,417	100,000	49,857	146,337	
781POO	Festivals & Concerts	112,045	145,000	106,385		
557GOO	Grants - pass thru to other agencies	37,500	0	0	0	
559GOO	Regional Transportation Service	0	35,000	0	35,000	35,000
595GOO	Electric Vehicle Charging Station	3,928	5,000	2,057	23,000	

GENERAL FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
	VEHICLE EXPENSE					
560GOO	Gas & Oil	123	350	278	350	350
561GOO	Vehicle Maintenance & Repair	0	750	271	400	400
	CAPITAL OUTLAY					
571GOO	Office Equipment Purchase	7,733	45,000	29,358	35,000	
572GOO	Property Purchase	21,476	80,000	122,323	160,000	
	DEBT SERVICE					
591GOO	RAMP Bond	120,176	117,086	8,343	117,086	118,996
	COUNCIL INITIATIVES					
5010GO1	Uncompahgre Volunteer Legal Aid	3,000	3,000	0	3,000	
5015GO1	Partners Program	1,000				
5020GO1	Colorado West Land Trust	4,000	3,000	0	3,000	
5025GO1	Voyager Program	10,000	9,250	8,325	9,250	
5040GO1	Other Contributions	3,654	5,000	5,808	5,808	5,000
5060GO1	Second Chance Humane Society	8,760	8,000	0	8,000	
5065GO1	Neighbor to Neighbor Program	1,000				
5085GO1	Eco Action Partners	6,500	4,500	4,500	4,500	
5095GO1	Student Scholarship	1,500	1,500	1,500	1,500	
5100GO1	Public Art Ridgway Colorado	3,000	3,000	0	3,000	
5110GO1	Uncompahgre Watershed Partnership	4,000	4,000	3,600	4,000	
5115GO1	George Gardner Scholarship Fund	1,000	1,500	1,350	1,500	
5120GO1	Ouray County Soccer Club	3,000	4,000	3,600	4,000	
5135GO1	Sherbino Theater	10,000	13,000	0	13,000	
5137GO1	Weehawken Creative Arts	6,000	10,000	0	10,000	
5138GO1	Friends of Colorado Avalanche Info Center	3,500	2,500	0	2,500	
5139GO1	Ridgway Western Heritage Society	500	2,000	0	2,000	
5140GO1	Ouray Mountain Rescue Team	10,000	9,250	8,325	9,250	
5141GO1	Minerva West Performing Arts	3,000	3,000	2,700	3,000	
5142GO1	Ouray County Support & Advocacy Project	5,000	5,000	4,500	5,000	
5143GO1	Ouray County Baseball	3,000	4,000	4,000	4,000	
5144GO1	San Juan Skijourning		2,000	2,000	2,000	
5145GO1	Cimarron Athletic Field at Ridgway Secondary School		4,000	3,600	4,000	
	SUBTOTAL COUNCIL INITIATIVES	91,414	101,500	53,808	102,308	5,000
	ADMINISTRATIVE EXPEND. SUBTOTAL	2,002,833	2,637,508	1,372,615	2,119,385	366,917

GENERAL FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	STREETS & MAINTENANCE					
	PERSONNEL					
600GO2	Streets Wages	28,981	31,672	19,488	31,668	
601GO2	Employer Tax Expense	2,260	2,423	1,910	2,423	
602GO2	Health Insurance	7,056	7,788	5,482	7,788	
603GO2	Retirement Fund	1,181	1,269	780	1,267	
604GO2	Workers Compensation Insurance	1,436	2,000	0	1,541	
	ADMINISTRATIVE EXPENSE					
613GO2	Office - miscellaneous	183	500	160	200	500
621GO2	Workshops & Training	0	3,000	0	0	3,000
628GO2	Other - streets	90	500	50	50	500
614GO2	Consulting & Contractual Services	6,437	48,000	1,190		
615GO2	IT Services	112	100	1,024	1,045	100
	OPERATING EXPENSE					
631GO2	Maintenance & Repairs	5,295	5,000	743	1,250	5,000
632GO2	Supplies & Materials	4,866	4,500	4,612	10,000	10,000
635GO2	Gravel & Sand	22,778	50,000	9,671	30,000	30,000
636GO2	Dust Prevention (mag chloride)	43,080	44,000	50,400	50,400	
637GO2	Paving & Maintenance	2,100	50,000	21,640	38,000	
633GO2	Tools	0	500	23	250	500
638GO2	Street & Sidewalk Lighting	5,220	7,500	5,959	6,500	7,500
639GO2	Street Signs	3,114	6,000	3,661	5,500	6,000
634GO2	Safety Equipment	536	1,000	182	500	1,000
682GO2	Arborist Services - Rights-of-Ways	5,220	6,000	0	6,000	8,500
666GO2	Landscaping - Rights-of-Ways	35,252	31,000	15,557	31,000	
663GO2	Storm Drainage	3,370				
	SHOP EXPENSE					
642GO2	Utilities	2,605	3,800	2,050	3,500	3,800
643GO2	Telephone	1,404	1,500	932	1,400	1,500
630GO2	Computer	900	900	807	1,100	900
	VEHICLE EXPENSE					
660GO2	Gas, Oil & Diesel	4,264	6,500	4,536	6,300	6,500
661GO2	Vehicle & Equip Maintenance & Repair	21,342	17,500	6,293	16,000	
	DEBT SERVICE					
	CAPITAL OUTLAY					
670GO2	Vehicle Purchase					
671GO2	Office Equipment Purchase	531	2,000	0	0	
672GO2	Equipment Purchase		85,834	68,034	68,034	
	STREETS & MAINT. EXPEND. SUBTOTAL	209,613	420,786	225,184	321,716	85,300

GENERAL FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	PARKS, FACILITIES & ENVIRONMENT					
	PERSONNEL					
700POO	Parks Maintenance Wages	73,018	109,882	49,357	80,205	
706POO	Parks Maintenance - Seasonal Wages	24,766	32,000	23,041	28,500	
701POO	Employer Tax Expense	7,426	10,854	6,251	8,316	
702POO	Health Insurance	22,576	31,152	16,446	24,082	
703POO	Retirement Fund	2,892	3,801	1,974	3,208	
704POO	Workers Compensation Insurance	2,242	3,600	2,116	2,165	
	ADMINISTRATIVE EXPENSE					
719POO	Contractual Services	-4,336	155,000	16,215		
720POO	Insurance (Property & Casualty)	17,947	14,744	2,661	2,661	4,266
721POO	Workshops & Training	0	500	0	500	500
728POO	Other - parks	0	1,000	0	0	1,000
	FACILITIES					
732PO1	Supplies - community center/town hall	4,319	5,500	1,576	3,550	4,500
742PO1	Utilities - community center/town hall	1,687	1,800	1,168	1,800	1,800
779PO1	Janitorial Services - community center	5,258	4,500	3,589	6,790	9,500
731PO1	Maintenance & Repairs - comm. center/town hall	21,570	25,000	3,561	3,561	
778PO1	Decker Community Room	20,034	137,500	129,463	143,200	
782PO1	Visitor Center					
783PO1	Broadband Carrier Neutral Station	3,058	3,000	2,540	3,200	3,200
	OPERATING EXPENSE					
731POO	Maintenance & Repair	2,525	7,500	1,100		
732POO	Supplies & Materials	31,048	40,000	26,577		
733POO	Tools	0	3,000	229	500	3,000
734POO	Safety Equipment	1,610	2,500	757	1,000	2,000
741POO	Telephone	733	750	484	750	750
742POO	Utilities	5,070	7,000	3,464	6,400	7,000
729POO	IT Services	382	240	3,541	4,165	1,560
730POO	Computer	600	1,500	1,206	1,425	1,500
779POO	Janitorial Service - parks	14,574	13,000	10,781	15,980	15,600
765POO	River Corridor Maintenance & Gravel Removal			12,663	12,663	25,000
767POO	Arborist Services & Tree Maintenance	16,507	35,000	0	35,000	42,000
768POO	Mosquito Control	14,809	17,000	16,667	16,667	
769POO	Weed Control	485	1,500	0	900	1,500
	VEHICLE EXPENSE					
760POO	Gas & Oil	2,970	4,000	3,730	6,400	6,000
761POO	Vehicle & Equipment Maint & Repair	6,010	4,500	801	3,500	5,000
	CAPITAL OUTLAY					
772POO	Equipment Purchase	28,500	46,500	35,571	35,578	
775POO	Park Improvements	46,405	120,000	14,722	14,722	
	PARKS & FACILITIES EXPEND. SUBTOTAL	374,685	843,823	392,251	467,388	135,676

GENERAL FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
ACCOUNT#	EXPENDITURES					
	LAW ENFORCEMENT					
	PERSONNEL					
800GO3	Law Enforcement Wages	370,087	450,668	275,454	456,187	
807GO3	Municipal Judge	1,656	1,656	966	1,656	
808GO3	Municipal Court Clerk	4,140	4,140	2,415	4,140	
801GO3	Employer Tax Expense	28,424	34,920	22,068	35,342	
802GO3	Health Insurance	62,841	77,880	53,087	74,651	
803GO3	Retirement Fund	13,223	18,027	10,992	17,741	
804GO3	Workers Compensation Insurance	12,386	13,500	14,411	14,411	
	OFFICE EXPENSE					
809GO3	Law Enforcement - Coverage			10,960	10,960	
819GO3	Contractual Services	12,746	13,000	7,550	10,000	13,000
820GO3	IT Services	13,986	20,000	10,022	18,500	20,725
822GO3	Dues & Memberships	1,060	1,200	1,190	1,190	1,250
841GO3	Office Supplies	1,036	1,500	451	1,000	1,500
842GO3	Utilities	1,604	1,800	1,410	2,000	2,250
843GO3	Telephone & Mobile Hotspot	4,314	4,800	2,825	5,080	6,000
830GO3	Computer	3,221	5,000	2,176	3,500	4,000
849GO3	Office Equip - Maintenance/Repairs	0	100	0	0	100
850GO3	Insurance (Property Casualty)					51,000
	OPERATING EXPENSE					
832GO3	Equipment & Supplies	6,464	32,500	21,943	30,000	
821GO3	Conferences, Workshops & Training	3,085	5,500	6,766	7,000	6,500
883GO3	Uniforms	2,379	4,500	2,836	4,500	4,500
884GO3	Traffic & Investigations	2,337	2,500	0	750	2,000
886GO3	Testing & Examinations	1,817	1,000	0	1,817	1,000
828GO3	Other - law enforcement	0	1,000	0	0	1,000
885GO3	Dispatch Services	76,631	64,345	48,259	64,345	84,014
834GO3	Multi-Jurisdictional Program Participation	23,038	23,796	20,594	34,883	
835GO3	Community Outreach Programs	1,114	2,000	1,106	1,677	2,000
5030GO1	Juvenile Diversion	8,000	8,000	8,000	8,000	8,000
	VEHICLE EXPENSE					
860GO3	Gas & Oil	11,837	12,500	9,874	14,250	14,500
862GO3	Radio/Radar Repair	572	2,000	125	2,000	2,000
861GO3	Vehicle Maintenance & Repair	7,971	7,500	8,734	12,000	11,000
	CAPITAL OUTLAY					
870GO3	Vehicle Purchase	71,334	183,800	160,007	160,007	
871GO3	Office Equipment Purchase	2,710	10,000	8,119	10,000	
	LAW ENFORCEMENT EXPEND. SUBTOTAL	750,013	1,009,132	712,340	1,007,587	236,339

GENERAL FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
	TOTAL GENERAL FUND EXPENDITURES	3,337,144	4,911,249	2,702,390	3,916,076	824,232
	TRANSFER CAPITAL PROJECT - Athletic Park Improvements	134,912				
	TOTAL TRANS. TO CAPITAL PROJECTS	134,912	0	0	0	
	Tabor Emergency Reserves (3% of expenditures)		147,337		0	
	ENDING GENERAL FUND BALANCE	5,144,653	3,052,622	4,085,776	2,013,640	1,525,408
	Restricted for Capital Improvement Fund		0		0	0
	(per GASBY 54)					

WATER ENTERPRISE FUND		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	2,170,721	2,152,452		2,122,929	2,298,093
ACCOUNT#						
460WOO	Water Service Charges	721,010	736,500	443,196	755,000	
461WOO	Penalty Fees on Water Charges	5,116	5,000	2,567	4,847	5,000
462WOO	Transfer fees - water	305	500	440	650	500
464WOO	Material/Labor Reimbursement - water	16,220	10,000	26,511	43,360	49,000
463WOO	Tap Fees - water	26,175	36,000	24,467	60,467	66,000
465WOO	Other - water	12,263	100	590	590	500
466WOO	Grants - water	93,973	6,027	6,027	6,027	
456WOO	Investment Income/Desgn Reserves	94,067	75,000	45,881	77,100	
	TOTAL WATER FUND REVENUES	969,129	869,127	549,679	948,041	121,000
	TOTAL AVAILABLE RESOURCES	3,139,850	3,021,579	549,679	3,070,970	2,419,093
	EXPENDITURES					
	PERSONNEL					
900WOO	Water Wages	160,817	167,983	100,340	163,004	
901WOO	Employer Tax Expense	12,431	12,850	7,927	12,470	
902WOO	Health Insurance	34,086	38,940	28,387	39,688	
903WOO	Retirement Fund	5,851	6,719	3,763	6,270	
904WOO	Workers Compensation Insurance	2,938	5,000	488	4,000	
	ADMINISTRATIVE EXPENSE					
920WOO	Insurance (Property & Casualty)	18,052	17,963	17,035	12,695	13,300
921WOO	Workshops & Training	1,375	3,000	968	1,400	3,500
919WOO	Wellness Program	2,414	2,100	1,542	2,100	
914WOO	Consulting & Engineering Services	136,697	180,000	78,469	120,000	
917WOO	IT Services	8,585	8,700	4,620	8,200	9,015
912WOO	Auditing Services	3,750	3,750	0	3,750	3,750
911WOO	Legal Services	17,169	88,000	7,809		
918WOO	Permits - water	350	400	350	350	350
	OFFICE EXPENSE					
913WOO	Office - misc	1,879	1,000	643	1,300	1,500
915WOO	Dues & Memberships	1,448	1,000	883	1,000	1,000
916WOO	Filing Fees/Recording Costs	26	150	7	100	150
942WOO	Utilities	25,614	26,000	16,324	26,000	26,000
943WOO	Telephone	2,026	2,200	1,346	2,100	2,200
930WOO	Computer	1,215	1,500	907	1,110	1,250
941WOO	Office Supplies	800	6,050	1,171	3,000	5,000
947WOO	Records Management	0	1,000	0	100	1,000
948WOO	Office Equipment - Leases	712	650	723	723	850
949WOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951WOO	Postage - water	2,935	3,000	2,126	3,000	3,000
952WOO	GIS Mapping - water	1,294	9,850	1,239	2,400	
	OPERATING EXPENSE					
931WOO	Maintenance & Repairs	366,731	165,000	127,913	150,000	
932WOO	Supplies & Materials	40,824	45,000	38,907		
933WOO	Tools	0	3,000	23	2,000	3,000
988WOO	Taps & Meters	64,285	120,000	53,528		
989WOO	Plant Expenses - water	19,800	1,650	1,650	1,650	0
934WOO	Safety Equipment	1,435	2,500	637	1,000	1,500
990WOO	Testing - water	5,262	8,000	3,610	9,600	10,000
987WOO	Weed Control	485	1,500	0	900	1,500
928WOO	Other - water	759	1,500	10,500	10,500	
	VEHICLE EXPENSE					
960WOO	Gas & Oil	6,699	7,500	6,053	8,000	8,000
961WOO	Vehicle & Equipment Maint & Repair	13,706	11,500	6,202	10,500	11,000

WATER ENTERPRISE FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
	<i>CAPITAL OUTLAY</i>					
971WOO	Office Equipment Purchase	1,053	2,000	2,034	2,034	
972WOO	Equipment Purchase		66,667	64,055	64,062	
	<i>DEBT SERVICE</i>					
993WOO	Debt Service - CWRPDA	22,500	22,500	11,250	22,500	22,500
997WOO	Debt Service - CWCB	30,918	30,918	0	30,918	30,918
999WOO	Debt Service - CWRPDA (2)		44,453	22,227	44,453	44,453
	TOTAL WATER FUND EXPENDITURES	1,016,921	1,121,743	625,656	772,877	204,986
TRANSFER CAPITAL PROJECT - Water Line Replacement			50,000		0	
	Reserved per financing agreement with CWCB		3,918			3,918
	ENDING WATER FUND BALANCE	2,122,929	1,664,112	-75,977	2,298,093	2,214,107

SEWER ENTERPRISE FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
	BEGINNING SEWER FUND BALANCE	1,746,437	1,736,343		1,927,383	1,993,823
ACCOUNT#						
	REVENUES					
460SOO	Sewer Service Charges	354,481	355,000	218,220	370,000	
461SOO	Penalty Fees on Sewer Charges	5,116	4,500	2,567	4,847	5,000
462SOO	Transfer Fees - sewer	245	500	440	650	500
464SOO	Material/Labor Reimbursement - sewer	2,272	3,500	0	0	1,000
463SOO	Tap Fees - sewer	52,800	36,000	28,800	64,800	88,000
465SOO	Other - sewer	0	100	349	349	
466SOO	Grants - sewer					
456SOO	Investment Income - Desgn Reserves	84,298	65,000	44,478	75,100	
	TOTAL SEWER FUND REVENUES	499,212	464,600	294,854	515,746	94,500
	TOTAL AVAILABLE RESOURCES	2,245,649	2,200,943	294,854	2,443,129	2,088,323
	EXPENDITURES					
	PERSONNEL					
900SOO	Sewer Wages	78,267	109,542	46,113	76,893	
901SOO	Employer Tax Expense	5,947	8,380	3,643	5,882	
902SOO	Health Insurance	19,241	31,152	16,534	22,643	
903SOO	Retirement Fund	2,401	3,788	1,729	2,961	
904SOO	Workers Compensation Insurance	2,994	3,500	494	2,627	
	ADMINISTRATIVE EXPENSE					
920SOO	Insurance (Property & Casualty)	15,552	17,963	7,505	13,159	13,300
921SOO	Workshops & Training	191	3,500	427	450	3,500
914SOO	Consulting & Engineering Services	42,506	155,500	15,100		
917SOO	IT Services	8,585	8,700	4,724	5,500	9,015
912SOO	Auditing Services	3,750	3,750	0	3,750	3,750
911SOO	Legal Services	0	1,000	0	0	1,000
919SOO	Wellness Program	695	1,400	409	700	1,400
	OFFICE EXPENSE					
913SOO	Office - misc	1,352	1,000	579	1,055	1,100
915SOO	Dues & Memberships	798	500	233	350	500
916SOO	Filing Fees/Recording Costs	0	150	7	50	150
941SOO	Office Supplies	808	5,500	905	3,000	5,000
942SOO	Utilities	52,677	53,000	31,932	52,000	53,000
943SOO	Telephone	2,334	2,300	1,530	2,300	2,300
930SOO	Computer	915	900	807	1,010	1,000
947SOO	Records Management	0	1,000	0	0	1,000
948SOO	Office Equipment - Leases	394	450	536	536	550
949SOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951SOO	Postage - sewer	2,459	2,500	1,632	2,200	2,500
952SOO	GIS Mapping - sewer	813	9,850	919	2,000	
	OPERATING EXPENSE					
931SOO	Maintenance & Repairs	23,877	110,000	27,894		
932SOO	Supplies & Materials	12,753	27,500	22,635		
933SOO	Tools	75	3,000	23	2,000	3,000
918SOO	Testing & Permits	8,801	15,000	4,835	17,500	10,000
928SOO	Other - sewer	1,175	52,000	51,041	51,041	1,000
934SOO	Safety Equipment	1,236	2,000	757	1,000	1,500
987SOO	Weed Control	485	1,500	0	900	1,500
	VEHICLE EXPENSE					
960SOO	Gas & Oil	3,677	6,000	2,578	4,000	6,000
961SOO	Vehicle & Equipment Maint & Repairs	6,541	5,000	4,795	6,200	
	CAPITAL OUTLAY					
971SOO	Office Equipment Purchase	1,052	2,000	1,684	1,684	
972SOO	Equipment Purchase		56,667	45,181		
978SOO	Bio-Solid Removal		150,000	0	150,000	
	DEBT SERVICE					
996SOO	Debt Service - DOLA	15,915	15,915	15,915	15,915	15,915
	TOTAL SEWER FUND EXPENDITURES	318,266	872,157	313,096	449,306	138,230

SEWER ENTERPRISE FUND						
		2024	2025	AS OF	ESTIMATED	2026
	DRAFT 9-23-25	ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
	Reserves for Wastewater Plant Improvements		100,000	100,000	100,000	
	ENDING SEWER FUND BALANCE	1,927,383	1,563,032	-18,242	1,993,823	1,950,093

RIDGWAY GENERAL IMPROVEMENT DISTRICT # 1						
		2024	2025	AS OF	ESTIMATED	2026
		ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	30,576	30,561		30,592	30,607
	REVENUES					
	Operation & Maint. (Ballot #5A, 1996)					
	Debt Increase (Ballot#5B, 1996)					
	Interest	15	15	8	15	15
	TOTAL GID #1 REVENUES	15	15	8	15	15
	TOTAL AVAILABLE RESOURCES	30,591	30,576		30,607	30,622
	EXPENDITURES					
	OPERATING EXPENSE					
	Construction & Paving					
	Administration/Engineering/Legal					
	Maintenance					
	CAPITAL OUTLAY					
	Chipseal/Overlay Streets					
	Highway Enhancement Projects # 3&4					
	Culvert & Drainage Improvements					
	TOTAL GID #1 EXPENDITURES	0	0		0	0
	ENDING FUND BALANCE	30,591	30,576		30,607	30,622

CAPITAL PROJECTS FUND - RAMP Project Note Account						
		2024	2025	AS OF	ESTIMATED	2026
		ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
4001GOO	Property Tax					
	Transfer from restricted Cap Imprv Acc	119,776	117,086		117,086	118,996
	TOTAL REVENUES	119,776	117,086	0	117,086	118,996
	PROJECT EXPENDITURES					
591GOO	Note Principal & Interest Payment Amt	119,776	117,086		117,086	118,996
	TOTAL EXPENDITURES	119,776	117,086	0	117,086	118,996

CAPITAL PROJECTS FUND - Water Line Replacement - Water Plant to Moffat Street						
		2024	2025	AS OF	ESTIMATED	2026
		ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2200A	Loan-State Revolving Funds(CWRPDA)		650,000			
2200B	Grant - Energy Impact Funds (DOLA)		600,000			
	Town Contribution					
	TOTAL REVENUES		1,250,000			0
	PROJECT EXPENDITURES					
CP2200	Design and Engineering	15,913	40,000	3,096		
CP2201	Project Management & Oversight		50,000			
CP2202	Construction		1,000,000			
	TOTAL EXPENDITURES	15,913	1,090,000	3,096	0	0

CAPITAL PROJECTS FUND - Athletic Park Master Plan Implementation						
		2024	2025	AS OF	ESTIMATED	2026
		ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2300A	Town Contribution	134,912				
	TOTAL REVENUES	134,912				
	PROJECT EXPENDITURES					
CP2300	Parking Lot	134,912				
	TOTAL EXPENDITURES	134,912				

CAPITAL PROJECTS FUND - Beaver Creek Diversion Project						
		2024	2025	AS OF	ESTIMATED	2026
		ACTUAL	ADOPTED	AUG. 15, 2025	YR. END 2025	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2400A	CWCB Draw Down Loan (will pay down by grants)		8,000,000			
2400B	Colorado Disaster Assistance Fund		1,000,000			
2400C	Emergency Water Protection Program		3,200,000	232,612		
	NRCS -Natural Resources Conserv Services					
	TOTAL REVENUES		12,200,000			0
	PROJECT EXPENDITURES					
CP 2400	Engineering and Project Management	11,888	100,000	415,951		
CP 2401	Construction		6,500,000			
CP 2402	Loan Repayment (from grants)		5,600,000			
	TOTAL EXPENDITURES	11,888	12,200,000	415,951	0	0

AGENDA ITEM #13



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: September 24, 2025
Agenda Topic: **Review and action on funding target amount for 2026 Community Grant Program**

ACTION BEFORE COUNCIL:

Council is asked to take action to set a maximum amount of money for Community Grant Program funding that the Ad Hoc Review Committee's funding recommendations shall not exceed.

BACKGROUND:

The Town now has a formal Community Grant Program in place, including procedures for solicitation, evaluation, and funding. Starting with the FY2025 budget cycle, Council agreed to establish the following:

1. Application requirements and submittal guidelines
2. Eligibility criteria
3. Review criteria
4. Review process and schedule
5. An Ad Hoc Review Committee comprised of members of Town staff and community members
6. A maximum amount of money for community funding that the Ad Hoc Committee's funding recommendations shall not exceed

The application materials for the [2025 Town of Ridgway Community Grant Program](#) were made available for a 49-day period starting August 5th. Applications were due on September 22nd.

In order for the Ad Hoc Review Committee to make recommendations on the applications that have been received, a target funding amount must be set by the Council. The purpose of this memorandum is to request Council approval, by motion and vote, of a "not to exceed" amount for community funding.

RECOMMENDATION:

Staff has prepared the funding chart below to show past Council Initiatives and Community Grant Program funding amounts as a percentage of General Fund (GF) Operating Expenditures.

Council Initiatives (CI) and Community Grant Program (CGP) Funding						
	2020	2021	2022	2023	2024	2025
CI & CGP Funding	\$54,950	\$68,700	\$63,578	\$92,894	\$102,760	\$95,000
General Fund Operating Expenditures (Adopted Budget, not Audited Actual)	\$3,086,682	\$3,055,060	\$3,327,706	\$4,306,598	\$4,096,970	\$4,911,249
Funding as a % of General Fund Operating Expenditures	1.78%	2.25%	1.91%	2.16%	2.51%	1.93%



It's worth noting that in 2025, Council set the target funding amount at \$92,500 but the Ad Hoc Review Committee ended up recommending that funding in the amount of \$95,000 be awarded. That amount was subsequently approved by Council. As a percentage of FY2024 GF Operating Expenditures (Adopted Budget, not Audited Actual), \$95,000 is 2.32%. As a percentage of FY2025 GF Operating Expenditures, \$95,000 is 1.93%.

Staff recommends that the not to exceed amount for the 2026 Town of Ridgway Community Grant Program equal 2% of the General Fund Operating Expenditures in the FY2025 Budget, which equates to \$98,225.

NEXT STEPS:

The Ad Hoc Review Committee will be scheduled to meet in the next several weeks to review all submitted applications. The review will focus on the review criteria included in the application materials. A summary of all funding requests and the Ad Hoc Review Committee's recommendations will be forwarded to the Town Council and will be considered at a work session in November or early December where direction will be requested for final preparation of the FY2026 Budget.

RECOMMENDED MOTION:

"I move to target up to \$_____ for Community Grant Program funding that the Ad Hoc Review Committee's funding recommendations shall not exceed."

AGENDA ITEM #14



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: September 26, 2025
Agenda Topic: **Review and action on Software As A Service Agreement for use of Concept 3D:
Self-Updating Community Calendar Software (i.e., Localist)**

SUMMARY:

At Council's regular meeting in August, a working group comprised of staff from the City of Ouray, Town of Ridgway, and Ridgway Area Chamber of Commerce (RACC) made a recommendation for a shared county-wide public events calendar. The working group summarized the community need and the group's research, outlined the rationale for a recommended calendar platform, proposed a cost sharing plan, preliminary staffing plan, and proposed implementation timeline, and requested that Council 1) Direct staff to include a cost-sharing agreement in the FY2026 Budget, and 2) Support the development of an agreement or contract to formalize shared roles and responsibilities. At the end of the presentation, Council directed staff to move forward with the initiative. Now, action is requested from Council on the attached service agreement so that implementation can begin.

ATTACHMENT:

Software As A Service Agreement

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (this “**SaaS Agreement**”), dated _____ (the “**Effective Date**”), is by and between Concept3D, Inc., a Delaware corporation (“**C3D**” or “**Licensor**”), and Town of Ridgway, Ouray County, and City of Ouray (“**Client**” or “**Licensee**”). C3D and Client are sometimes individually referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, C3D desires to provide software as a service license(s) to Client, as set forth in such Statement of Work (the “**SOW**”).

WHEREAS, C.R.S. § 29-1-201, *et seq.* and Article XIV, Section 18 of the Colorado Constitution authorize and encourage local governments to cooperate by contracting with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units.

WHEREAS, Client desires to contract with C3D as set forth in this SaaS Agreement and exhibits.

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

1. Contract Documents; Order of Precedence. The following documents are integrated and shall consist of the following list of contract documents, the foregoing, together, this “**Contract**”. In the event of a conflict or inconsistency between the following documents, the conflict or inconsistency shall be resolved in favor of the following document in order of precedence (i.e., first to this SaaS Agreement, then to Exhibit 1, then to Exhibit 2, and then to sequential exhibits, if any).
 - a. This SaaS Agreement,
 - b. Exhibit 1 - C3D Terms and Conditions, attached and incorporated herein, and
 - c. Exhibit 2 - SOW, template attached and executed version incorporated herein.
2. Scope of Work. The Parties agree that C3D shall perform certain services (the “**Services**”) in accordance with the terms of this Contract. The Parties shall agree upon and execute a written SOW, the form of Exhibit 2, which will specify the Services to be performed, the term, and the fees to be paid thereunder. Each executed SOW shall be incorporated in this Contract herein by reference.
3. Term of this Contract. This Contract shall commence on the Effective Date of this SaaS Agreement and will continue until the latest termination or expiration of any SOW incorporated into this Contract, subject to the appropriation and availability of funds as stated in paragraph 8, below. The anniversary date, for the purposes of any SOW for Services, will be based on such SOW’s applicable effective date.
4. Counterparts. This Contract may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. A facsimile or other digital transmission of this signed Contract bearing a signature on behalf of a Party shall be legal and binding on such Party. Each Party agrees that electronic signatures may be used in lieu of hand signatures in the execution of this Contract.
5. Entire Contract; Modifications. This Contract supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof. No waiver or modification of this Contract shall be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party and no failure or delay in enforcing any right shall be deemed a waiver.

6. No Additional Terms; No Waiver. Any other terms and conditions on a purchase order, invoice or similar document conflicting, or in addition to, the terms and conditions of this Agreement, or its exhibits, shall be void and of no force or effect. The parties agree that such additional terms and conditions will be deemed rejected in their entirety, even if such additional terms and conditions, or any part thereof, requires an affirmative “acceptance,” performance of service, or delivery of product. A party’s failure to object to any additional provisions contained in either party’s purchase order, invoice or similar document shall not be deemed a waiver of the terms of this Agreement under any circumstances. Notwithstanding the foregoing, the Parties may enter into Statements of Work or renewed Statements of Work pursuant to this SaaS Agreement without signing such documents, provided, the Parties demonstrate their acceptance of such new terms and conditions contained in the applicable Statements of Work in any written form or by performing under the new or renewed Statement of Work.
7. No Conflict. Neither the execution, delivery, nor performance of this Contract will conflict with or violate any other agreement, license, contract, instrument or other commitment or arrangement to which either Party is a party or is bound.
8. Appropriation Required
This Agreement shall NOT be construed to constitute a debt of the Client beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Client.
9. Governmental Immunity: No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.
10. Duly Authorized. Each Party’s execution, delivery and performance of this Contract has been duly authorized by all appropriate corporate action and this Contract constitutes a valid, binding and enforceable obligation. Any person authorizing an unsigned Statement of Work pursuant to Section 6 above shall be deemed to be authorized to do so, and such Statement of Work shall be a valid, binding and enforceable obligation.
11. Notice. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses:

If C3D:

Concept3D, Inc.
Attention: Gordon Boyes
1800 Wazee Street, Ste 300
Denver, Colorado 80202
Tel: (303) 569-4181
E-mail: inquiries@concept3D.com

with a copy to (which
shall not constitute notice to C3D):

Berg Hill Greenleaf & Ruscitti LLP
Attn: Pat Perrin
1712 Pearl Street
Boulder, CO 80302
Tel: (303) 402-1600
Email: pkp@bhgrlaw.com

If to Client:

Town of Ridgway, Colorado
P.O. Box 10
Ridgway, Colorado 81432
Attn: Tera Wick
E-mail: twick@town.ridgway.co.us

IN WITNESS WHEREOF, the parties have caused this SaaS Agreement to be executed by their undersigned duly authorized representatives as of the Effective Date.

LICENSEE

Town of Ridgway

LICENSOR

Concept3D, Inc.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

LICENSEE

City of Ouray

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSEE

Ouray County

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

C3D TERMS AND CONDITIONS

1. Definitions.

- a. “**C3D**” shall have the meaning in the SaaS Agreement, Preamble.
- b. “**C3D Indemnitees**” shall have the meaning in Section 9(b).
- c. “**Client**” shall have the meaning in the SaaS Agreement, Preamble.
- d. “**Client Indemnitees**” shall have the meaning in Section 9(a).
- e. “**Client Materials**” means all proprietary or confidential content, information, images, content, data, software, creative works, and other materials that are provided by Licensee to Licensor.
- f. “**Confidential Information**” means any and all technical, business, client or proprietary information disclosed by one Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”), directly or indirectly, including, but not limited to, information regarding the Disclosing Party’s business strategies and practices, methodologies, trade secrets, know-how, pricing, technology, software, product plans, services, relationships with any third party, client lists and information regarding the Disclosing Party’s employees, clients, vendors, consultants and affiliates regardless of whether such information is marked “confidential” or some other proprietary designation, but which by its nature is information that would reasonably be considered to be confidential information of the Disclosing Party. In the case of C3D, Confidential Information includes the Software source code. In the case of Client, Confidential Information includes all Client Materials and any information relating to Client’s users.
- g. “**Contract**” shall have the meaning in the SaaS Agreement, Section 1.
- h. “**Documentation**” shall mean the specifications, user guides, on-line support, and other materials for the Software made available by Licensor to Licensee in written or electronic form.
- i. “**Effective Date**” shall have the meaning in the SaaS Agreement, Preamble.
- j. “**Fees**” means the total amounts payable as more particularly described on such SOW.
- k. “**Force Majeure Event**” shall have the meaning in Section 16(e).
- l. “**License**” shall have the meaning in Section 2(a).
- m. “**Licensee**” shall have the meaning in the SaaS Agreement, Preamble.
- n. “**Licensor**” shall have the meaning in the SaaS Agreement, Preamble.
- o. “**Losses**” shall have the meaning in Section 9(a).
- p. “**Non-Force Majeure Party**” shall have the meaning in Section 16(e).

- q. “**Parties**” shall have the meaning in the SaaS Agreement, Preamble.
- r. “**Party**” shall have the meaning in the SaaS Agreement, Preamble.
- s. “**SaaS Agreement**” shall have the meaning in the SaaS Agreement, Preamble.
- t. “**Services**” shall have the meaning in the SaaS Agreement, Section 2.
- u. “**Software**” means the computer program(s) listed on such SOW, and updates, Standard Enhancements, translations, modifications and derivatives of the Software as may be supplied by Licensor during the SOW Term.
- v. “**SOW**” shall have the meaning in the SaaS Agreement, Recitals.
- w. “**SOW Term**” means the calendar period specified in the SOW and any renewal periods as subsequently elected by and paid for by Licensee.
- x. “**Standard Enhancement**” means any enhancement of the hosted program or revision to the documentation that Licensor makes on its own initiative and that Licensor makes available to its customers generally, without charge.
- y. “**Supplemental Services**” shall have the meaning in Section 14(d).
- z. “**Unsupported Activity**” means any activity relating to the drafting, planning, development, or implementation of any materials, documents, policies, procedures, guidelines, guidance, or standards relating to any one of the following: (1) emergencies, including without limitation, any natural or man-made disaster, building evacuation routes, medical emergency response plans, first-responder access, police access, fire department access, or medical access; (2) design or construction activities; (3) determining compliance with any Federal or state law, including without limitation, the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (“ADA”); (4) use of the Software on any kiosk, touch screen or public computing station; or (5) the dissemination to any third party of any information relating to the foregoing.

2. The Software and License.

- a. License Grant. C3D hereby grants to Client, and Client hereby accepts from C3D, a non-exclusive, revocable, non-sublicensable, non-transferable, non-assignable license (“**License**”) to use the Software and Documentation during such SOW Term.
- b. Access and Use Rights. Client will be responsible for providing its own Internet access to the Software. C3D may specify reasonable procedures in the Documentation according to which Client, and end users, may establish and obtain such access to and use of the features and functions of the Software through the Internet, including, without limitation, provision of any access codes, passwords, web-sites, connectivity standards or protocols, or any other relevant procedures.
- c. Limitations on Use of Software and Documentation. Except as otherwise provided in this Contract, Client will not: (i) sell, rent, lease, sublicense or otherwise transfer or distribute the Software or Documentation or any copies of the Software or Documentation; (ii) modify, translate, reverse engineer, decompile or disassemble the Software; (iii) create or prepare derivative works

based upon the Software; (iv) create any copy of or “mirror” the Software; or (v) alter, destroy or otherwise remove any proprietary notices or labels on or embedded within the Software or Documentation.

d. Notification of Unauthorized Use. Client agrees to notify C3D, within a commercially reasonable time period, of the unauthorized possession, use, or knowledge of any component of the Software to which Client is given access under this Contract and of other information made available to Client under this Contract, by any person or organization not authorized by this Contract to have such possession, use or knowledge. Client will promptly furnish full details of such possession, use or knowledge to C3D, will assist in preventing the recurrence of such possession, use or knowledge, and will cooperate with C3D in any litigation against third parties deemed necessary by C3D to protect its proprietary rights. Client's compliance with this Section shall not be construed in any way as a waiver of any right by C3D to recover damages or obtain other relief against Client for any act or omission which may have resulted in the unauthorized possession, use or disclosure.

e. Accuracy of Client Materials. Client is solely responsible for the accuracy of any Client Materials supplied to C3D.

f. Unsupported Activity. The Software has been designed for use with personal computers and hand-held devices. Licensor does not represent or warrant that the Software will function as intended or be ADA compliant when used on any other devices, including kiosks or public computing stations. Such use is an Unsupported Activity as provided herein.

3. Termination.

a. Material Breach. Either Party may terminate this Contract or any SOW in the event of a material breach by the other Party of this Contract or the applicable SOW, respectively, if such misrepresentation or breach remains uncured to the reasonable satisfaction of the non-defaulting Party for thirty (30) days after delivery of written notice of such breach by the non-defaulting Party to the defaulting Party.

b. Bankruptcy. Either Party will have the right to terminate this Contract by providing written notice to the other Party upon the occurrence of any of the following events, but only to the extent such events are not dismissed within 120 days from the date such events first occurred: (i) a receiver is appointed for the other Party; (ii) the other Party makes a general assignment of all or substantially all of its assets for the benefit of its creditors; (iii) the other Party commences or has commenced against it, proceedings under any bankruptcy law; or (iv) the other Party ceases to do business.

c. Effects of Termination. Except as expressly set forth otherwise in this Contract, upon termination of this Contract, and applicable SOWs: (i) the licenses and rights granted hereunder will be terminated and Client will immediately cease using the Software, Documentation, and C3D's Confidential Information, (ii) the Software (and associated hosting and support Services) will cease to be accessible to Client or to its end users, (iii) upon the Disclosing Party's written request, the Receiving Party will immediately return all Confidential Information to the Disclosing Party, and (iv) Client will pay, or C3D will refund a pro-rata amount (e.g., with respect to pre-paid amounts and credits) as applicable, all accrued fee or credits within thirty (30) days of the invoice or the date termination occurred, whichever is earlier.

4. Fees and Payments. Client shall pay to C3D the Fee(s) in accordance with the payment terms and fee schedule specified in the applicable SOW. The parties agree that the Town of Ridgway shall serve as the fiscal agent for the Client for administrative convenience only and will pay all invoices received by C3D and then invoice the County and the City for their respective shares under this Contract. Notwithstanding the foregoing, the Town of Ridgway, the City of Ouray, and Ouray County (collectively, the 'Client Parties') shall remain jointly and severally liable for all amounts due to C3D under this Agreement, and delivery of any invoice to the Town of Ridgway shall constitute delivery to all Client Parties. All payments will be made in United States dollars. All such fees will be due and payable within 30 days of receipt of any applicable invoice. C3D reserves the right, upon seven (7) days' advance written notice to Client, to suspend operation of Software or Services should Client fail to make full payment upon the date said payment is due. C3D, at its sole discretion, may charge interest, not exceeding one and one half percent (1-1/2%) per month or fraction thereof or eighteen percent (18%) per year, for Client's failure to make any payment in a timely manner.
5. Tax Exempt. The Client is exempt from federal excise taxes and from State and local sales and use taxes. The Client shall not be liable for the payment of any excise, sales, or use taxes imposed on C3D. A tax exemption certificate will be made available upon C3D's request. C3D shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that C3D may wish to have in place in connection with the Contract.
6. Confidentiality and Data Security.
 - a. General. During the Term of this Contract and thereafter, each Party will treat as confidential all Confidential Information of the other Party, will not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, will implement reasonable procedures to prohibit the unauthorized use, disclosure, duplication, misuse or removal of the other Party's Confidential Information and will not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such Party under this Contract, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the Parties will use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other Party under this Contract, but in no event less than reasonable care. Except as expressly authorized in this Contract, neither Party will copy Confidential Information of the other Party without the Disclosing Party's prior written consent.
 - b. Exclusions. Except as otherwise provided below, Confidential Information will not include, or will cease to include, as applicable, Confidential Information that the Receiving Party can document and prove: (a) is or becomes generally available to the public through no improper action or inaction by the Receiving Party; (b) was known by the Receiving Party or in the Receiving Party's possession prior to receipt of the Disclosing Party's Confidential Information as shown by the Receiving Party's business records kept in the ordinary course; (c) is disclosed with the prior written approval of the Disclosing Party; (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information and provided that the Receiving Party can demonstrate such independent development by documented evidence prepared contemporaneously with such independent development; or (e) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Contract by the Receiving Party and otherwise not in violation of the Disclosing Party's rights. The exclusions

in this section will not apply with respect to End User Data, or any other personal or private data that requires protection under applicable laws or regulations.

c. Court Order. The Receiving Party may disclose Confidential Information of the other Party only pursuant to the order or requirement of a court, administrative agency, or other governmental body and only provided that the Receiving Party provides prompt, advance written notice thereof to enable the Disclosing Party to seek a protective order or otherwise prevent such disclosure. In the event such a protective order is not obtained by the Disclosing Party, the Receiving Party will disclose only that portion of the Confidential Information which its legal counsel advises that it is legally required to disclose. Confidential Information so disclosed will continue to be deemed Confidential Information as between the Parties hereto.

d. CORA. The Parties understand and recognize the application of the Colorado Open Records Act (C.R.S. § 24-72-200 et seq.) ("CORA") to the Contract. Any disclosure of Confidential Information pursuant to CORA shall not constitute a violation of the Contract.

e. Remedies. If either Party breaches any of its obligations with respect to confidentiality or unauthorized use or disclosure of Confidential Information hereunder, the other Party is entitled to seek equitable and injunctive relief in addition to all other remedies that may be available to protect its interest.

f. Return. Upon the Disclosing Party's written request, the Receiving Party will promptly return or destroy, at the Disclosing Party's option, all tangible copies of the Disclosing Party's Confidential Information.

7. Intellectual Property.

a. Title of Software. Title and all proprietary rights to the Software (and any copies thereof), the Documentation (and all copies thereof ,whether in electronic or printed form), and the Services (and all proprietary rights and any inventions developed as a result of the Services therein) shall at all times remain with C3D.

b. Client Materials. Client shall own all rights, title, and interest in and to all Client Materials.

8. Independent Contractor. The parties agree that C3D shall be an independent contractor and shall not be an employee, agent, or servant of the Client. C3D is not entitled to workers' compensation benefits from the Client and is obligated to pay any applicable federal and state income tax on any money earned pursuant to this Contract.

9. Indemnification and Limitation of Liability.

a. By C3D. C3D shall indemnify, defend and hold harmless Client and its officers, directors, employees, consultants, representatives, and agents (collectively, the "**Client Indemnitees**"), from any and all losses, injuries, harms, costs or expenses, including without limitation, reasonable attorney's fees (collectively, "**Losses**"), incurred by any Client Indemnitee in connection with any claim, suit or action brought by a third party arising from (a) the material breach of this Contract by C3D, (b) the gross negligence or intentional misconduct of any C3D Indemnitee (as defined herein), and (c) the infringement of intellectual property in products or services provided under this Contract.

- b. By Client. The Client shall not indemnify C3D or its officers, directors, employees, consultants, representatives, or agents (collectively, “**C3D Indemnitees**”).
- c. Procedure. Any Party seeking indemnity hereunder shall (a) give prompt written notice to the indemnifying Party of any third party claim for which indemnification is sought, (b) permit the indemnifying Party to assume full responsibility to investigate, prepare for and defend against such claim, (c) reasonably assist the indemnifying Party, at the indemnifying Party’s reasonable expense, in the investigation of, preparation for and defense of such claim, and (d) not compromise or settle such claim without the indemnifying Party’s prior written consent. Notwithstanding the foregoing, an indemnifying Party will not settle a claim in such a way as to require an admission of wrongdoing or negligence on the part of any other Party, or incur a financial obligation on behalf of any other Party, without such other Party’s written approval, which approval will not be unreasonably withheld, delayed, or conditioned.
- d. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY PUNITIVE, EXEMPLARY, MULTIPLIED, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR REVENUES. IN NO CASE SHALL THE AGGREGATE LIABILITY OF C3D EXCEED TWO TIMES THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE TO C3D IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM(S).
10. Accessibility Indemnification. “C3D shall use commercially reasonable efforts to comply with applicable provisions of C.R.S. §§ 24-85-101, et seq., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to C.R.S. § 24-85-103(2.5). In the event the Client reasonably believes any Work Product does not conform to such standards, Client shall provide written notice to C3D specifying the non-conformance, and C3D shall have a reasonable period of not less than thirty (30) days to cure such non-conformance. C3D shall not be liable for, and expressly disclaims, any indemnification obligations relating to accessibility compliance except to the extent directly caused by C3D’s failure to use such commercially reasonable efforts.”
11. Accessibility. C3D shall use commercially reasonable efforts to ensure that the Work Product provided under this Contract is designed to conform to applicable provisions of C.R.S. §§ 24-85-101, et seq., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to C.R.S. § 24-85-103(2.5), as well as with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG) to the extent commercially reasonable. In the event that the Client reasonably determines the Work Product does not substantially conform to such standards, Client shall provide written notice to C3D specifying the non-conformance, and C3D shall have a reasonable period of not less than thirty (30) days to cure.
12. Warranty. C3D warrants that during the term of the Contract, the Software shall materially conform to the specifications set forth in the Documentation. In the event of any non-conformance of such Software to the specifications, Client shall promptly notify C3D and provide C3D with information that allows C3D to investigate the claimed error. C3D’s sole obligation and Client’s exclusive remedy under this warranty shall be limited to C3D using commercially reasonable efforts to promptly correct such defects or, in C3D’s sole discretion, terminating this Contract and refunding any prepaid license fee paid by Client. C3D’s warranty obligations shall be void if the Software is modified by anyone other than C3D. THE FOREGOING WARRANTY IS GIVEN IN LIEU OF, AND C3D HEREBY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEMS INTEGRATION AND NONINFRINGEMENT. **CLIENT EXPRESSLY ACKNOWLEDGES THAT BECAUSE OF THE COMPLEX NATURE OF COMPUTER SOFTWARE, C3D CANNOT AND DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE WITHOUT INTERRUPTION OR ERROR-FREE.**

13. Insurance. C3D will maintain, at its sole cost and expense, the minimum valid, effective and collectible insurance of the following types and minimum coverage amounts:
- a. Workers' Compensation. Workers' compensation or qualified self-insurance in compliance with the requirements of each state in which the Services are to be performed.
 - b. Commercial General Liability. Commercial general liability insurance providing coverage on an occurrence form basis and includes coverage for medical expenses, products liability, advertising injury, and damages to rented property. The insurance will have limits of not less than \$1 million for each occurrence and \$2 million annual general aggregate.
 - c. Auto Liability. Auto Liability insurance with a limit of liability of not less than \$1 million for any accident.
 - d. Umbrella Liability. Umbrella Liability insurance with a limit of not less than \$2 million for each occurrence and \$2 million in aggregate.
 - e. Cyber/Media Liability. Cyber and Media Liability with a limit of not less than \$1 million for each claim and \$1 million in aggregate.
14. Maintenance and Support.
- a. Maintenance. C3D has the sole right and responsibility to maintain and update the Software. In connection with such maintenance and update, Client shall provide C3D any testing assistance that C3D may reasonably request.
 - b. Standard Enhancements. C3D reserves the right, as reasonably necessary or convenient for C3D's own purposes or to improve the quality of the Software, to change access procedures, types of equipment utilized in the C3D computing environment, system interfaces, operating and other system and network software, utilities, and database software, and to implement Standard Enhancements to the Software. Whenever practicable, C3D shall give Client advance notice of the scheduled implementation of any Standard Enhancement.
 - c. Access Interruptions. Client acknowledges and agrees that in order for C3D to perform the maintenance services set forth herein, C3D may be required from time to time to interrupt Client's ability to access the Software.
 - d. Supplemental Services. If C3D provides Client with certain limited services or equipment outside the scope of Services or on an emergency basis ("**Supplemental Services**"), C3D shall notify Client of the fees for any Supplemental Services requested by Client and obtain Client's approval prior to providing such services. In the event C3D reasonably determines that Supplemental Services are required on an emergency basis through no fault of C3D, C3D may provide such reasonable services without the consent of Client at Client's expense.

15. Third-Party Products. From time to time, C3D may offer third party applications, data and services integrated with its Software and Services (for example, payment processing). C3D is not responsible for any third party applications or integrations and Client agrees that C3D shall not be liable, or otherwise responsible, for the accuracy, performance, reliability, availability or any other feature, failure or damage caused by any third party service, plugin, software, platform or other functionality that is not directly supplied by C3D. Each such third party service, platform, software or plugin may contain additional terms and conditions. Client agrees that if it is damaged or has any issue with such third party service, platform, software or plugin, it will contact the vendor/supplier of that third party service, platform, software or plugin directly and will seek all remedies directly with such third party vendor/supplier.
16. General.
- a. Governing Law and Venue. This Contract and the rights and obligations of the Parties hereunder shall be governed by and interpreted, construed, and enforced in accordance with the laws of the State of Colorado, without regard to conflicts of laws principles. Venue of any lawsuit involving this Contract will exist exclusively in, and the Parties hereby consent to the jurisdiction of, the state and federal courts in Ouray County, Colorado.
- b. Assignment. Neither Party may assign, or transfer any rights or obligations under, this Contract without the other Party's prior written consent. Any assignment in violation of this Contract will be null and void from the beginning. This Contract benefits and binds the Parties and their respective successors and permitted assigns.
- c. Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future state or federal laws or rules and regulations promulgated thereunder effective during the term hereof, such provision shall be fully severable, and this Contract shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom.
- d. Waiver. No waiver of any provision of this Contract, whether by conduct or otherwise, in any one or more instances shall be deemed to be or be construed as a further or continuing waiver of any such provision in any other instance, or of any other provision or condition of this Contract.
- e. Force Majeure. If any Party is affected by any event beyond its reasonable control, including without limitation (a) fire, explosion, flood or other act of God, (b) acts, regulations or laws of any government, (c) war, terrorist acts or civil commotion, (d) failure of public utilities or common carriers, or (e) pandemic or epidemic (a "**Force Majeure Event**"), such Party shall not be liable in connection with this Contract to the extent affected by such Force Majeure Event; provided such Party gives prompt written notice to the other Party (the "**Non-Force Majeure Party**") of the Force Majeure Event and such affected Party exercises all reasonable efforts to eliminate the effects of the Force Majeure Event on this Contract as soon as possible. If any Force Majeure Event continues for a period longer than 90 days, the Non-Force Majeure Party may terminate this Contract upon written notice to the other Party.
- f. Relationship of Parties. It is expressly agreed that the relationship between C3D and Client shall not constitute a partnership, joint venture or agency. Neither C3D nor Client shall have the authority to make any statements, representations or commitments of any kind, or to take any

action, which shall be binding on the other Party, without the prior consent of the other Party to do so.

g. Publicity. Except as required in the execution of the Services, neither Party shall use the name of the other Party or the names of the employees of the other Party in any advertising or sales promotional material or in any publication without prior written permission of such Party.

[End of Document]

Concept3D Statement of Work Localist Events

This Statement of Work (this “**SOW**”), effective as of _____ (“**SOW Effective Date**”), is by and between Town of Ridgway, Ouray County, and City of Ouray , (“**Client**” or “**Licensee**”), and Concept3D, Inc., a Delaware corporation (“**Licensor**” or “**C3D**”), pursuant to the terms of the Contract entered into between both parties, dated as _____. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Contract.

1. **SOW Term:** The SOW term is 36 months from the SOW Effective Date (the “**SOW Term**”). Client is committing to payment of the Fees for the full term of the Contract. The SOW term will automatically renew for an additional one-year, unless 30 days written notice is provided to the Licensor prior to termination, and subject to the appropriation and availability of funds by the Client. Licenses will expire upon any expiration or termination of the Contract or this SOW, whichever occurs earlier.
2. **Fees:** The “**Fees**” include the Annual Fee, the Overage Fee (if applicable), and Setup Fee (if applicable), the Change Fee (if applicable), and the Register Fees (if applicable). Except as described in the Contract, all Fees are non-refundable.
 - a. Annual Fee: The annual subscription fee (the “**Annual Fee**”) is the following:
 - i. Year 1: \$15,575
 - ii. Year 2: \$14,254
 - iii. Year 3: \$14,933
 - b. Overage Fee: All overages in excess of allotted pageview usage will be billed at the end of the annual term. If Licensee exceeds the below pageviews a year, an additional 50,000 annual pageviews may be purchased for \$550.
 - i. Localist Events: allotted 250,000 Pageviews
 - c. Start-up Fee: The initial start-up fee (the “**Setup Fee**”) is \$0.
 - d. Change Fee. If Licensee desires to modify the Services to be performed hereunder, Licensee shall notify Licensor in writing of such modifications. Promptly following Licensor’s receipt of Licensee’s written notice, Licensor shall submit a written change order proposal to Licensee. Such change order proposal shall include, among other items, an estimate of additional charges to Licensee, if any, and any expected impact the change will have on the scheduled date(s) for completion of such Services and/or Deliverables. On Licensee’s written approval of the change order proposal, the change order proposal will become a part of this SOW. No change to this SOW shall be binding on the parties unless the change is embodied in a writing that has been signed by an authorized representative of each party.
 - e. Register Activity and Fees.
 - i. Register Activity. Certain Services provided by C3D include the provision of a branded event content management platform (the “**Register Platform**”) with features that enable

Licensee to provide or sell tickets to events, or otherwise collect payments from users (such activities, “**Register Activity**”). Licensee is solely responsible for any Register Activity, and compliance with any laws or regulations related thereto, C3D is not liable for Licensee’s Register Activity use, including any related events, promotions, or ticket sales.

- ii. Register Payment Processor Fee. To accept payments from Users in connection with Register Activity, Licensee may integrate the Register Platform with third party payment processors (“Register Payment Processors”). Licensee’s relationship with such Register Payment Processors is governed by those Register Payment Processors’ terms and policies. C3D doesn’t control and isn’t responsible for any Register Payment Processors, or for any transaction you may enter into with or through any Register Payment Processors. In addition to any fees assessed by any Registered Payment Processors, C3D will assess a ticket processing fee at 3.4% + \$1.49 per ticket, which may be modified from time to time in C3D’s sole discretion with prior written notice to Licensee.

3. **Services:** The following services (the “**Services**”) will be provided by Licensor to Licensee pursuant to this SOW and during the SOW Term.

Localist Events					
Events Base Package	X	Developer Theming	<input type="checkbox"/>	Branding Setup	<input type="checkbox"/>
Bulletin Outreach w/ SMS	X	Feed Sync Upgrade	<input type="checkbox"/>	Managed Updated - Events	<input type="checkbox"/>
Additional Channels	<input type="checkbox"/>	Additional Events Units	<input type="checkbox"/>	Events API Access	<input type="checkbox"/>

Localist Events

Feature	Description of Product & Services	Licensee Material
Localist Events	<p>Localist Events account creation of:</p> <ul style="list-style-type: none"> Public Facing Event Calendar Cloud Hosted Solution Event Management Content Management System (Admin Dashboard) Up to 5 Channels Users/Roles Management 1 Feed Sync Time (Overnight) Default Widgets CNAME Single Sign On Custom Styling/Branding Register Ticket Registration (paid events are subject to additional fees) <p>Implementation Includes:</p> <ul style="list-style-type: none"> 2 Scheduled virtual training sessions dedicated to Localist Events 	<ul style="list-style-type: none"> Licensee to define CNAME URL Licensee is responsible for all content required during setup. This includes, but is not limited to, adding Events, Filters, Groups/Places, Channels, Widgets, Branding Resources, and Settings.
Bulletin Outreach w/ SMS	Send unlimited promotional emails for events	

	Send up to 50,000 SMS messages to opted-in users that provide their phone number.	
	Additional SMS messages can be purchased.	

4. **Review and Testing of Deliverables.** Upon Licensor’s delivery of each Deliverable, Licensee shall review and, if appropriate, test such Deliverable to determine whether it conforms to the specifications, and to otherwise determine whether the Deliverable meets Licensee’s requirements as specified in this SOW. Licensee shall report to Licensor any failure of a Deliverable to conform to the specifications (“**Non-Conformities**”), as well as any other problems or concerns that Licensee may have concerning the Deliverable (“**Other Problems**”), within 10 days following Licensor’s delivery of such deliverable.
5. **Revisions to Deliverables.** Licensor shall promptly remedy all Non-Conformities reported by Licensee in writing at no cost to Licensee. Licensor reserves the right to treat any Other Problems reported by Licensee as a request for modification of the Services to be performed by Licensor, and to handle such request in accordance with the provisions of Section 4. Upon Licensor’s revisions to the deliverable to address all Non-Conformities reported by Licensee and any Other Problems that Licensee and Licensor have agreed that Licensor will correct, Licensor shall provide the revised deliverable to Licensee, whereupon Licensee shall review and, if appropriate, test the revised deliverable in accordance with the provisions of Section 4.
6. **Acceptance of Deliverables.** With respect to each deliverable, the process described in Sections 4 and 5 shall be repeated until Licensee accepts or finally rejects the deliverables in its reasonable discretion.
7. **No Additional Terms; No Waiver.** Any other terms and conditions on a purchase order, invoice or similar document conflicting, or in addition to, the terms and conditions of this Statement of Work, or its exhibits, shall be void and of no force or effect. The parties agree that such additional terms and conditions will be deemed rejected in their entirety, even if such additional terms and conditions, or any part thereof, requires an affirmative “acceptance,” performance of service, or delivery of product. A party’s failure to object to any additional provisions contained in either party’s purchase order, invoice or similar document shall not be deemed a waiver of the terms of this Statement of Work under any circumstances.
8. **Co-marketing Pricing:** As consideration for preferred pricing, Licensee will agree to the following marketing and publicity requirements:
 - a. Licensee will serve as a reference for Concept3D, this includes Licensee's name on Licensor reference lists and/or interviews between Licensee and prospective clients of Licensor.
 - b. Cooperate with Licensor in developing one case study concerning the use of Licensor software and the software's effectiveness in achieving desired results. Licensee agrees to reasonably assist Licensor with data, use case information, and specific details on software usage at Licensee's institution.
 - c. Issue a mutually approved press release related to the selection and use of Licensor software. The press release will include a favorable quote from the Licensee.

- d. Allow Licensor to use Licensee's logo on marketing material as well as on the Licensor's website. All logo usage will be pre approved by the Licensee and will be consistent with all brand guidelines provided by the Licensee.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed by their undersigned duly authorized representatives as of the date listed above.

LICENSEE

Town of Ridgway

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSOR

Concept3D, Inc.

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSEE

City of Ouray

By: _____

Print Name: _____

Title: _____

Date: _____

LICENSEE

Ouray County

By: _____

Print Name: _____

Title: _____

Date: _____

AGENDA ITEM #15



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

Application for Special Event Permit

Applicant Name:	<u>Ridgway Independent Filmfest</u>	Contact Person:	<u>Arielle Bielek</u>
Applicant Phone:	<u>872-772-9484</u>	Contact Phone:	<u>" "</u>
Applicant Email:	<u>arielle@sherbinotheater.com</u>	Event Date:	<u>10/19/25</u>
Event Name:	<u>Community Run</u>	Event Time:	<u>11:45 - 2pm</u>
Type of Event:	<u>Walk/Run</u>	# Attendees:	<u>40 Max</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 type="checkbox"/> Athletic Park
<input type="checkbox"/> Cottonwood Park	<input type="checkbox"/> Dennis Weaver Memorial Park	<input type="checkbox"/> Concession Area (Athletic Park)
<input type="checkbox"/> Rollans Park	<input checked="" type="checkbox"/> Right-of-Way (specify below)	<input type="checkbox"/> Community Center
<input type="checkbox"/> Other (specify):		

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

3.1 miles Clinton Street From Decker Room to the park, the bike path, Dennis Weaver Crossing Cora Street, Lem Street, railroad Street

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

NO RACE, COMMUNITY RUN in conjunction with a film festival film
Free, open to the community/festival attendees. There will be a walk/run
along this route, starting at the Decker Room and ending at Hartwell Park.

Event Type (check all that apply):

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



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

***Selling of alcoholic beverages** requires an application for a State of Colorado Special Events Liquor License. Application must be made with the Town Clerk, and the license received prior to holding the event.

****All sponsors of events are required to provide proof of insurance** listing the Town of Ridgway, officers and employees as additional insured and indemnifying the Town of Ridgway.

Applicant Signature: _____ Date: _____

TOWN STAFF WILL COMPLETE THE FOLLOWING SCHEDULES:

Permit Application Fee (\$50): (Due at time of application)	\$	Date Paid:	Check #:
Large Event Fee (\$50 - if more than 100 people):	\$	Date Paid:	
Filming/ Production Fee (\$250 day):	\$	Date Paid:	
Parks Department Assistance (\$25 hour):	\$	Date Paid:	
Hartwell Park Stage Use Fee (\$50):	\$	Date Paid:	
Concession Area Use Fee (\$50):	\$	Date Paid:	
Community Center Fee: (\$25 hour):	\$	Date Paid:	
Electricity Use Fee: (\$15 day):	\$	Date Paid:	
Law Enforcement Fee: (\$30/hr/officer):	\$	Date Paid:	
Refundable Damage Deposit: up to 100 people: \$50 101-500 people: \$100 >500 people: \$200 Community Center: \$100 Hartwell Park Stage: \$500 Concession Area \$150	\$	Date Paid:	
Release of Damage Deposit:	\$	Date Paid:	

Local government & Ouray County special districts and non-profits can apply for a fee reduction/waiver for use of the stage and concession area

ADDITIONAL REQUIREMENTS (check all that apply):

<input type="checkbox"/> Town Council Approval (Date: _____)	<input type="checkbox"/> Insurance/ Indemnity
<input type="checkbox"/> Sign Permit	<input type="checkbox"/> Special Event Liquor License
<input type="checkbox"/> Special Event Vendor License	<input type="checkbox"/> Other: _____
<input type="checkbox"/> Sales Tax License(s)	<input type="checkbox"/> Other: _____



Vicinity Map/Site Plan

Attach a vicinity map and site plan. List all parks, trails, open space, facilities, roadways, bridges and other Town property proposed for use with the event. The following questions include items which, if applicable, should be included on the site plan.

Checklist for Vicinity Map/ Site Plan:

- ☒ Event Site (park, trail, open space, facilities, sidewalk, street)
- ☐ Parking Plan and Traffic Flow
- ☐ Locations of security personnel
- ☐ Locations of first aid and emergency services
- ☐ Routes for EMS and fire department
- ☐ Water stations
- ☐ Location and number of sanitation facilities
- ☐ Food service booths
- ☐ Temporary road closures
- ☐ Liquor sales and consumption (must match special event license)
- ☐ Electrical and lighting sources
- ☐ Sound and amplification plan
- ☐ Trash receptacles
- ☐ Signage type and location
- ☐ Proposed locations for staking or any penetration of the ground

Parking/Traffic Flow

Indicate the number of parking spaces, locations, traffic flow, personnel directing traffic, and traffic signage.

Name(s) authorized personnel to direct traffic: NA

Are you planning event parking on-site? ☐ Yes ☒ No

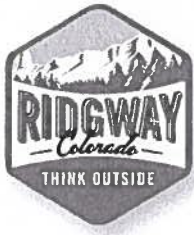
Are you planning event parking off-site? ☐ Yes ☒ No

How will you be moving people to/from the event site?

Security/Law Enforcement

Describe the emergency communications plan [e.g.: radio channels, cell phones, etc.]:

NA



Do you anticipate utilizing uniform deputy services for ground security or traffic direction?

If so, what are the plans to meet these needs?

☐ Yes ☒ No

Will a private security company be used?

☐ Yes ☒ No

How will the security personnel be identified? _____

Phone number for security company/or personnel contact: _____

Will event interrupt the normal traffic flow on any street?

☐ Yes ☒ No

Will event need authorization to park vehicles on any street?

☐ Yes ☒ No

Does event need Police or Sheriff or Fire Department services?

If yes, please list:

☐ Yes ☒ No

Emergency Medical Care

Describe emergency medical services arrangements/plan:

NA

Potable Water

Will the event provide participants/vendors with drinking water?

☒ Yes ☐ No

If yes, describe water source, estimated amount and methods of distribution:

Portable/bottled water at ~~beginning~~ ^{Mid Point} and end of event

Sanitation

Events up to 250 attendees do not need to provide portable restrooms

Between 250 - 350 attendees at least 1 portable restroom

Between 350-550 attendees at least 3 portable restrooms must be provided



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

Will the event use Town restroom facilities?

☒ Yes ☐ No

Will portable sanitation facilities be supplied?

☐ Yes ☒ No

If yes, describe portable sanitation plan, including company name and phone number:

Sanitation Drop Off/ Pick Up Dates and Times:

Drop Off: / / est. time
mm / dd / yy

Pick Up: / / est. time
mm / dd / yy

Electricity

Will the Town be providing electricity for the event?

☒ Yes ☐ No

Describe electricity uses and locations:

tentative use of PA at park for participants ^{Hartwell}

Refuse Collection Events with over 500 attendees with food vendors must provide a dumpster

Will the event use Town trash receptacles?

☒ Yes ☐ No

Will the event have dumpsters on site?

☐ Yes ☒ No

Describe refuse removal plan; if dumpsters will be placed provide the company name and contact information:

NA

Refuse Container Drop Off/ Pick Up Dates and Times:

Drop Off: / / est. time
mm / dd / yy

Pick Up: / / est. time
mm / dd / yy



Sound and Amplification

Will sound or amplification be used for the event?

☒ Yes ☐ No

Describe type of amplification system to be used, and where it will be placed:

Tentative: 1-2 Speaker system to communicate
w/ runners before/after run

Street Closure

Are temporary street closures needed for the event?

☐ Yes ☒ No

Describe which streets would be impacted, proposed signage and the safety plan:

Signage

Will temporary signage be needed for event?

☒ Yes ☐ No

Describe the exact location for placement of signage:

Mirror flagging around race route

Indicate the date and time the temporary signage will be placed and removed:

Signage Up: $\frac{mm}{mm} / \frac{dd}{dd} / \frac{yy}{yy}$ $\frac{est. time}{est. time}$

Signage Down: $\frac{mm}{mm} / \frac{dd}{dd} / \frac{yy}{yy}$ $\frac{est. time}{est. time}$



Staking (ground penetration for tents, signs, fencing, etc.)

Will ground penetrations be needed for the event?

☐ Yes ☒ No

Describe location of where staking will be needed, and proposed types:

Food Service & Merchandise Vendors

Will food service and/or merchandise vendors be present at the event? ☐ Yes ☒ No

** If yes, an application for a Special Event Vendor License must be submitted to the Town, along with a detailed list of all vendors must be provided 15 days prior to the event. The Town will prepare sales tax remittance forms and it will be the responsibility of the event organizer to collect all sales tax remittances and ensure they are remitted to the Town within 30 days after the event.*

Which types of vendors will be present: _____

What plan will be in place regarding removal of hot coals and grease generated by food vendors:

Alcohol Use

No alcoholic beverages may be possessed, consumed or provided on any public property unless the event organizer has been issued a Town of Ridgway Special Event Liquor License. All provisions of the Colorado Liquor Code and local law related to liquor apply to all public properties. Contact the Town Clerk at 970-626-5308 Ext 211 to obtain a license.

Please list any special requirements or potential impacts of the event:

NA

**** Town equipment and furnishings cannot be removed from Town Hall for use in parks or the stage**

LOCATIONS

THE DECKER @
SPACE TO CREATE
675 Clinton

THE SHERBINO
604 Clinton

THE FIREHOUSE
185 N. Lena

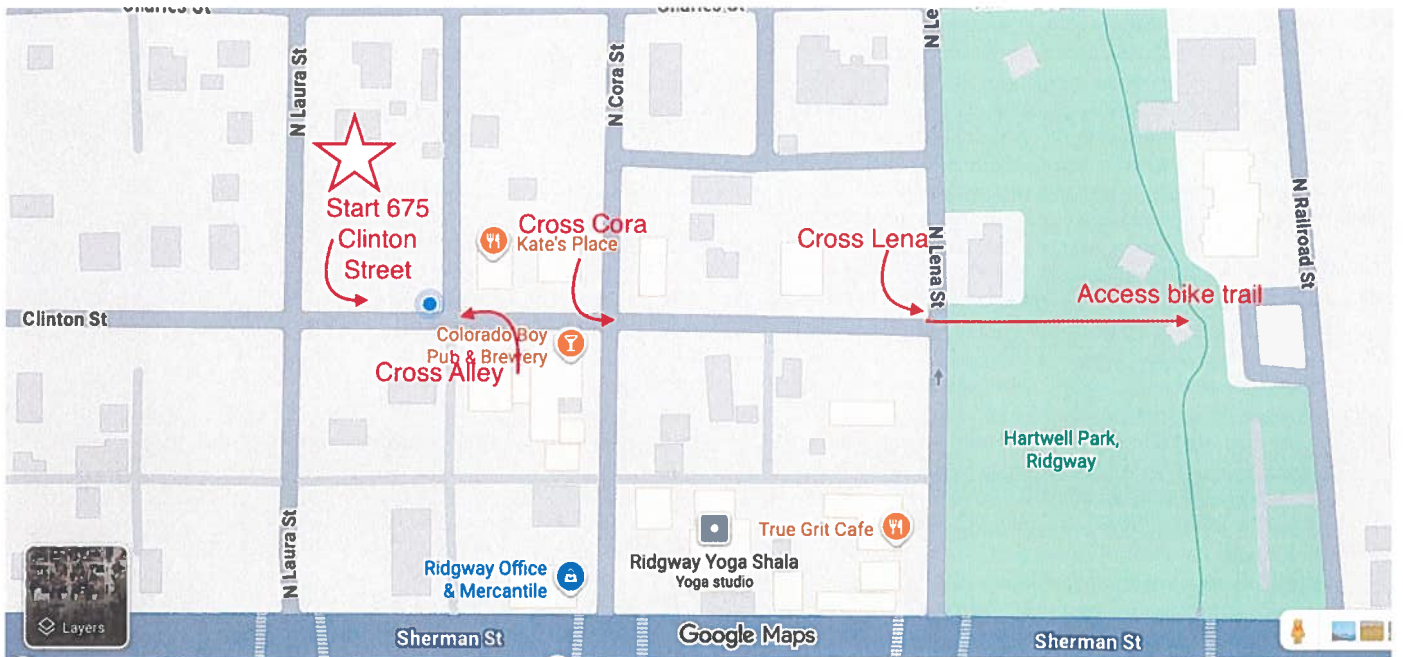
KIVA ROOM @
CHIPETA LODGE
304 S. Lena

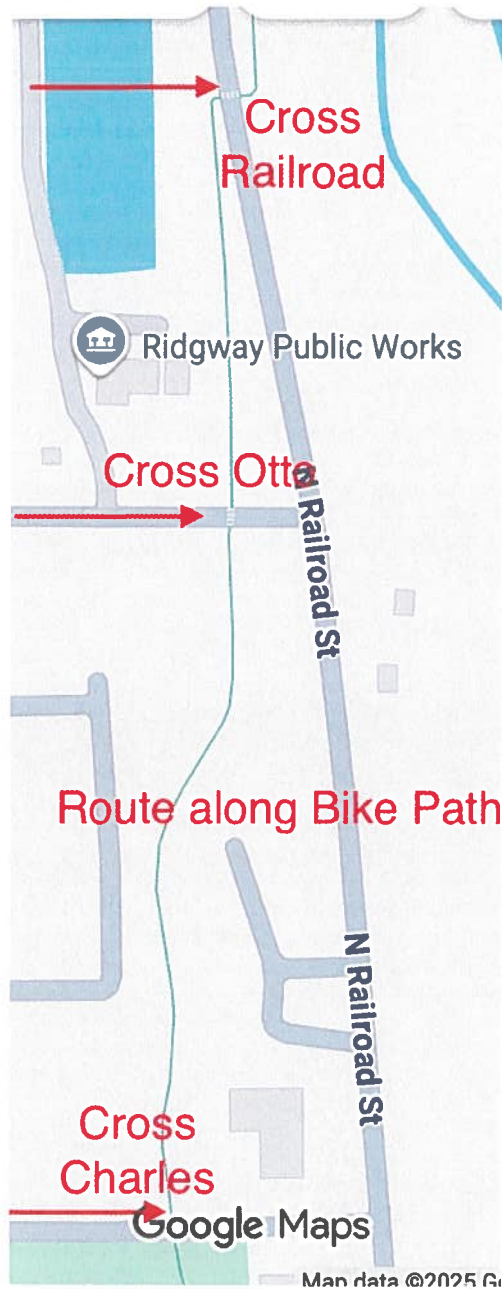
TOP OF THE PINES
1035 Highland Dr

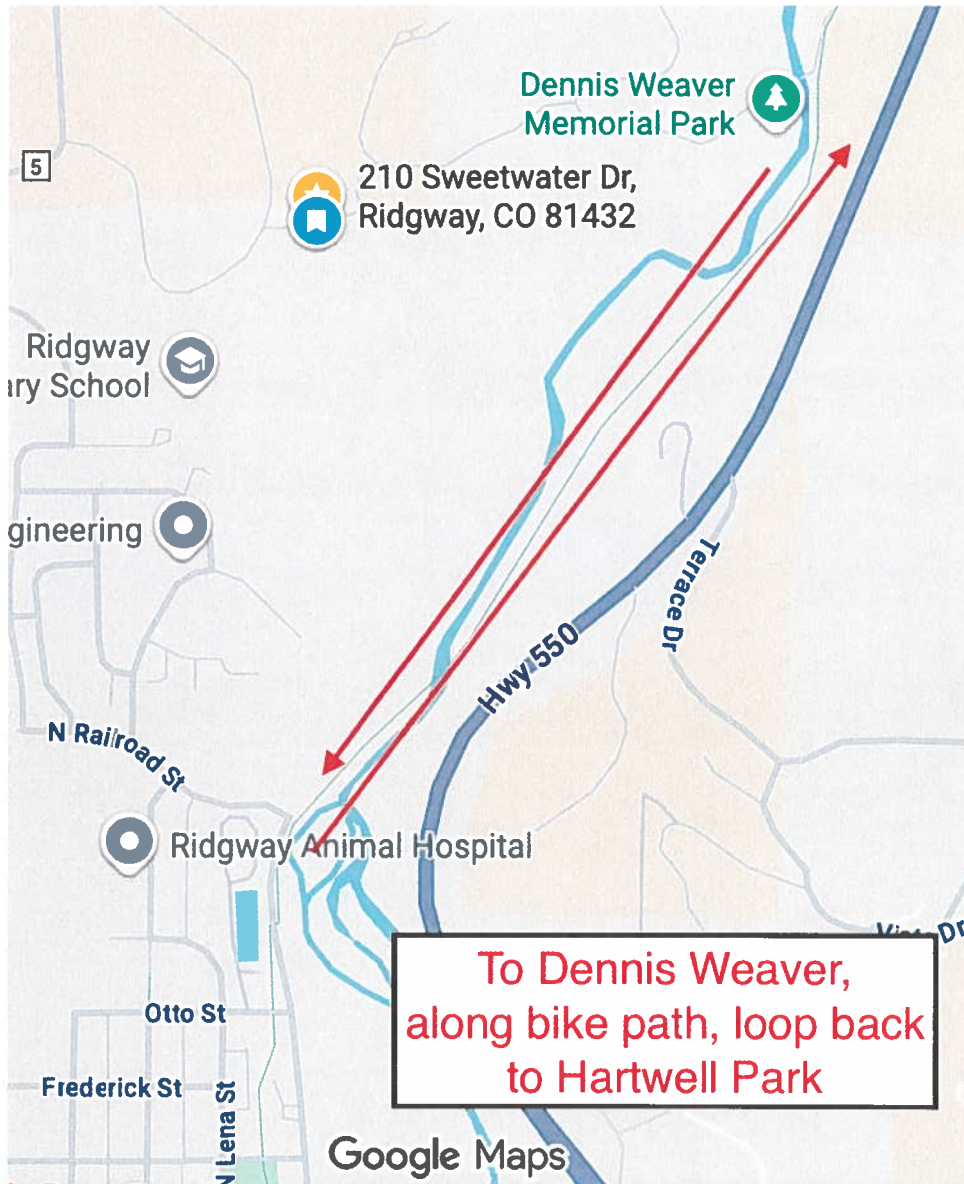
FRONTIER FIELD
6579 Co Rd 23

RIFF LOUNGE
145 N. Cora









AGENDA ITEM #16



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: September 23, 2025
Agenda Topic: **Review and direction on compensation of Town Council and Planning Commission**

SUMMARY:

The 2025 Strategic Plan contains a goal to “research and evaluate stipend amounts for members of the Ridgway Town Council and Ridgway Planning Commission.” Staff has researched compensation for members of the governing body and planning commission in comparable communities. The table below depicts the information that was found. Direction is now requested from Council on how to proceed.

Annual Compensation for Mayor & Council Members											
	Avon	Buena Vista	Delta	Montrose	Mountain Village	Olathe	Palisade	Ridgway	Salida	Telluride	Vail
Mayor	\$12,000	\$6,000	\$1,800	\$9,000	\$18,970	\$1,500	\$3,600	\$4,800	\$9,000	\$31,410	\$20,400
Mayor Pro Tem	\$9,000	\$4,200	\$1,200	\$7,800	\$12,400	\$960	\$2,400	\$3,000	\$9,000	\$20,940	\$14,400
Council Member	\$6,000	\$4,200	\$1,200	\$7,800	\$12,400	\$960	\$2,400	\$3,000	\$9,000	\$20,940	\$14,400
Compensation for Planning Commission Members											
	Avon	Buena Vista	Delta	Montrose	Mountain Village	Olathe	Palisade	Ridgway	Salida	Telluride	Vail
Chairperson	\$100/mtg	n/a	n/a	\$1,200	n/a	n/a	\$40/mtg	\$250/month	n/a	n/a	n/a
Commissioner	\$100/mtg	n/a	n/a	\$960	n/a	n/a	\$40/mtg	\$200/month	n/a	n/a	n/a
Note:	2 mtgs/month			Annual			Max \$80/month				

AGENDA ITEM #17



2025 Mosquito Management Report

From Rodney Paulson, Ridgway Public Works Maintenance Operator I

Introduction:

In the late 1980's the Town of Ridgway ("Town") abandoned earlier mosquito control efforts (broadcast spraying) and commenced efforts to control mosquito populations through application of a larvicide. Concerns regarding the health issues related to aerial spraying drove the decision. These efforts continue to occur within and outside of the Town boundaries. For a number of years, the Town has provided larval mosquito control within and outside the municipal boundaries. Town personnel routinely patrol areas where water is allowed to stand or stagnate and treat such waters with Vector Bac G, a biological larvicide. The Town begins looking for larvae typically in late April or early May and typically begins finding larvae by the first or second week in May. The goal is to control all the larvae so that there is no need for aerial spraying. Work continues until the last irrigation of the hay fields and when it starts to freeze hard at night. This year, larvae were first noted in mid-April. Larvae slowed down with cool weather during early May and then ramped up toward the middle of May with the runoff getting started. June through mid-July was an extremely busy time with high runoff.

Materials:

A biological larvicide, Valent BioScience Corporation's Vector Bac G is used to control the larvae. The active ingredient is *Bacillus thuringiensis*, subspecies *israelensis* (B.t.i.), strain AM 65-52, fermentation solids and solubles. The label for the granules indicates that the potency is 200 international toxicity units per milligram but notes the potency is not federally standardized. EPA registration is No. 73049-10, EPA Est. No. 33762-1A-001. Recommended application rates vary from 2.5 – 20 pounds per acre depending on the stage of the larvae, more mature larvae require the higher doses. Staff also uses B.t.i. briquettes (donuts) which are designed to last for about 30 days in remote areas where the standing water is likely to be there for an extended period of time. The application rate of the briquettes is up to 100 square feet of water surface area.

Methodology:

Town staff routinely checks for areas with standing or slow-moving water. Over the years, the Town has identified areas that are highly likely to have larvae and typically focuses on those areas. However, each year Town staff also check other areas which have not been irrigated or do not routinely have standing water and/or had livestock just to make sure nothing has changed. At each wet location, the staff person will wade out into the water and with a fine mesh scoop, will check for the presence of larvae. When larvae are present, Vector Bac G granules are typically placed in the water. At some locations (e.g., large, over-irrigated fields), rather than placing granules over a wide area, slow dissolving plugs or donuts of Vector Bac are placed in the feeder ditch.

**Costs:**

The cost of the Vector Bac G granules is about \$3.30 a pound and a pound covers about 2,000 square feet of water surface. The 2025 efforts consumed about 4,500 pounds of granules. This totaled about \$15,000 in larvicide purchased by the Town. We estimate that in a typical week we covered about 70 vehicle miles on mosquito patrols. Over 22 weeks, that equates to about \$1,031.80 at \$0.67 per mile. Mosquito labor in those 22 weeks totaled about 660 hours (average 30 hours per week), which should also be factored into the total costs incurred by the Town.

Results:

The program continues to be very successful. Unlike a number of other Western Slope communities which resorted to aerial spraying in 2012, Town staff has been able to control the mosquitoes at the larval stage and has not seen any significant influx of adults.

We continue to have a few County residents who have significant breeding areas on their properties and who request that we not enter their properties for mosquito treatment. We try to work with those landowners by encouraging them to treat their own properties, especially if they are in problematic areas. We have been more successful with some landowners than others. On the other hand, we have had several ranches who previously did not want to be included in annual mosquito treatment operations reach out to request that we monitor and treat their properties, as needed.

Staff had difficulty working with representatives of the Ridgway State Park in 2025 in order to ensure adequate treatment of problem areas. Recent conversations with Ridgway State Park representatives were successful and staff now has confidence that adequate treatment of areas in Ridgway State Park will resume in 2026 and beyond.

Conclusion:

The Town's program to control mosquitoes in the greater Ridgway area continues to be very effective. It requires quite a bit of time and money, consuming much of the time of a full-time staff person from June through August. It's worth noting that at the time of writing this report, most mosquito control activities have ended for the year. Thank you!

AGENDA ITEM #18



OURAY COUNTY NOXIOUS WEED MANAGEMENT

111 Mall Road • P.O. Box 456 • Ridgway, Colorado 81432 • 970-626-9775 x7 • FAX: 970-626-9775

Town of Ridgway

2025 County Report

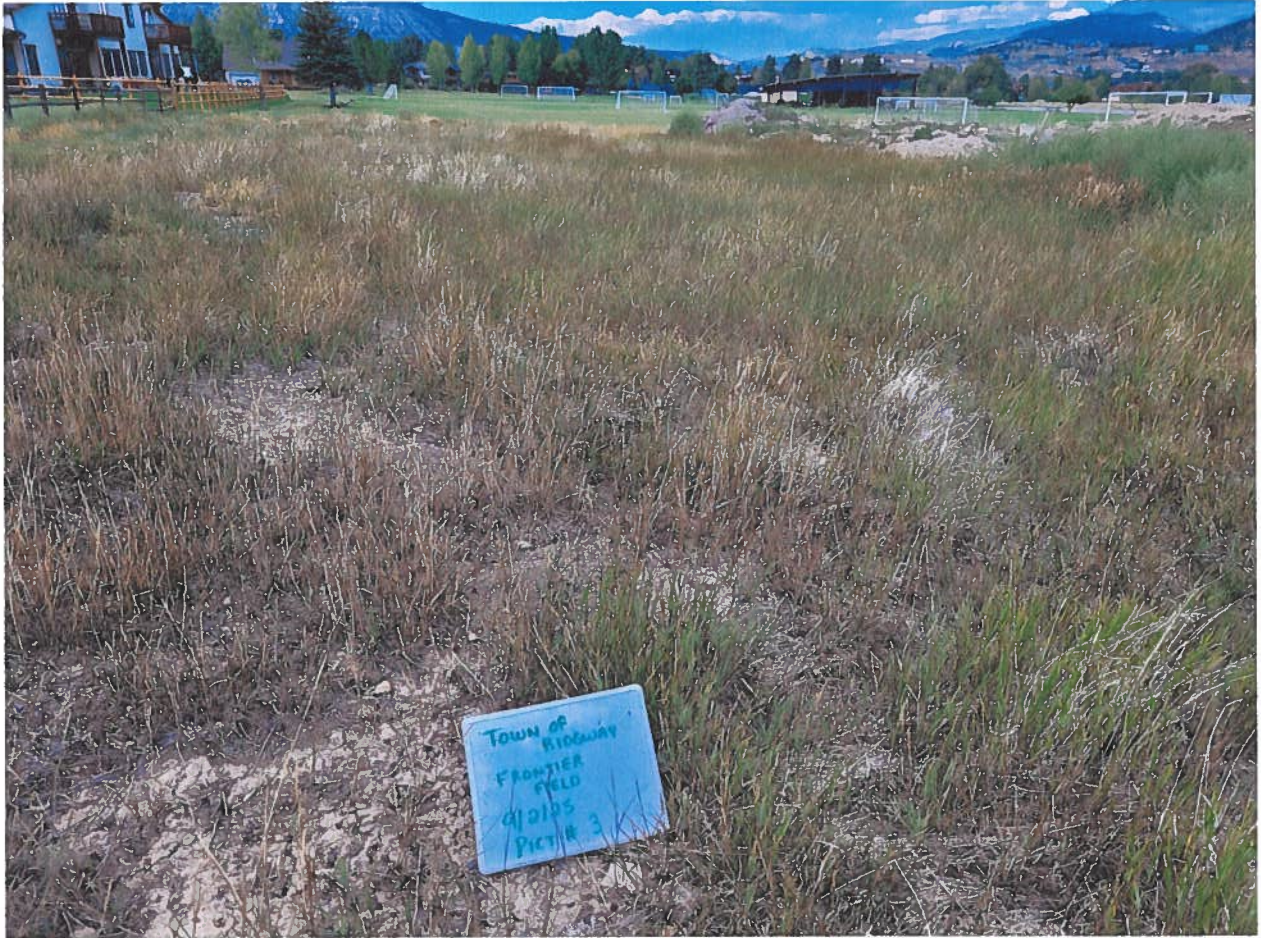
Applications continued at all 2024 locations this year and were successful.

Frontier Field Update:

Ouray County Vegetation management is happy to report that Leafy Spurge has not been spotted at the South side of Frontier Field in two years. There has also been a large decrease in the population of Spotted Knapweed, from about 45 plants in 2024 to less than 10 in 2025. A visual estimate in September 2025 only confirmed the plants near the parking lot and near the edge of the ballfield.



This area had a large infestation of Leafy Spurge, which has not been seen in more than a year.



This area also had more than 14 Spotted Knapweed Plants in 2024. I was unable to find more than 3 here in September.

Happy Hallow Intake Update:

There has been a decrease in Leafy Spurge at this intake over the last two years. A visual inspection in September revealed less than eight plants. Vegetation Management recommends an application of pre-emergent herbicides to knock this infestation back, due to the tremendous success at doing this at Frontier Field.





Rollans Park Update:

Applications here continue throughout the park. The area North of the fence line is showing a great decrease in all weeds including Spotted Knapweed, Houndstongue and Canada Thistle. The area surrounding the main parking lot continues to be plagued by Spotted Knapweed, Diffuse Knapweed and Chinese Clematis. A pre-emergent here would be a good tactic, along with the re-seeding of grasses and wildflowers as a way to provide competition to the weeds.

Public Works Update:

This lot has shown improvement, but continues to be a trouble spot due to traffic and stored vehicles etc. Spotted Knapweed is located primarily on the rock storage piles, and Hoary Cress lines the retention ponds. We will perform an application of pre-emergent herbicides before the end of September.

BMX Update:

The BMX Tract is showing improvement. In 2024 the primary species were Hoary Cress and Russian Knapweed, both list B species by the state. These two species do tend to colonize bare ground areas. A visual inspection in September resulted in the confirmation of less than 8 plants of either Russian Knapweed or Hoary Cress. However, Kochia and bindweed seem to be moving in instead. Because this is a bare ground area, the presence of weeds is highly likely. Pre-emergent herbicides here will also be a good tactic.

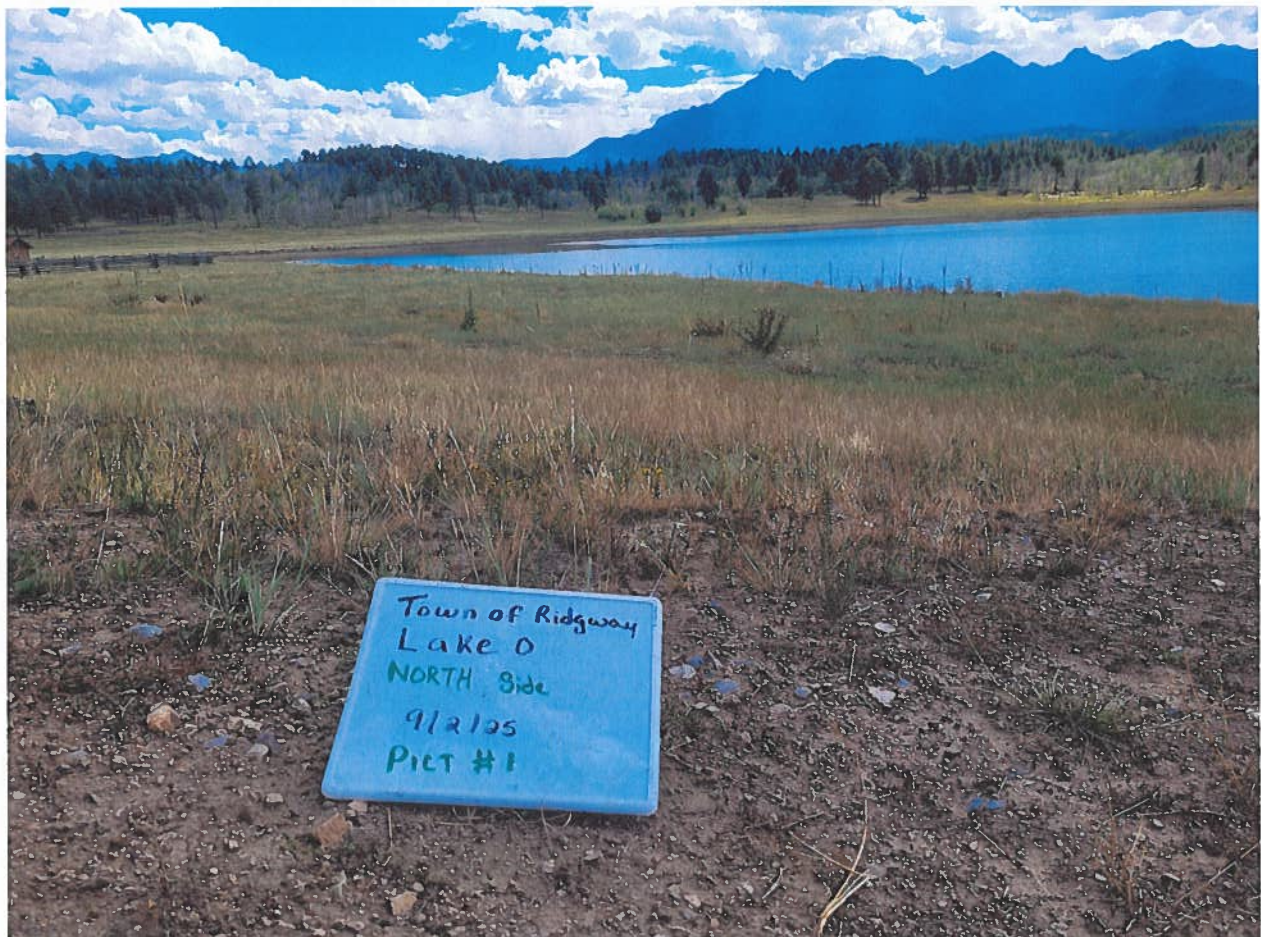


Riverwalk Trail Update:

This trail has shown significant weed declines since 2022, although it is a prime corridor for weed infestation through recreation and the river. In the coming years, regular maintenance should keep large infestations at bay.

Lake O Update:

This lake continues to show increasing and decreasing populations of weeds. The area within 30 feet of the lake could use revitalization. Planting some native grasses and flowers could help flood control, and the scenic beauty of the lake as well as providing competition for the weeds. Competition for weeds can also help the town to use less herbicides near this water source. From this picture (below) Thistles continue to be a problem around the North and West sides of the lake. In 2025 there seemed to be a resurgence of Mullein in many areas of the lake.



Images taken standing on North side of lake looking South/ SE



Images taken on North side of lake looking West/ SW

Water Treatment Update:

The Water Treatment facility Lower Lot has been sprayed for several years now. A visual inspection in September showed a significant increase (greater than 50%) of Spotted Knapweed! One other species Hoary Cress, was not present. Houndstongue and Canada Thistle were still present, but in lesser quantities than in 2024.

The upper lot, as discussed, is not managed for weeds by my department because of the proximity to open water sources for drinking water. There was a small population of Leafy Spurge that was managed with herbicides because it is an Ouray County Priority Species. The Leafy Spurge was sprayed, and the department removed many seeds from the plants. We do anticipate this infestation needing more attention in 2026, since populations of Leafy Spurge require about 3-5 years of management to conquer.



In 2024 there was a great deal of Hoary Cress here.



This location had a great deal of Houndstongue even at the beginning of 2025, as well as Canada. This inspection revealed a small amount of Spotted Knapweed to the left of the board. Houndstongue was reduced by more than 35% and Canada Thistle by more than 50%.



This section was covered with Spotted Knapweed in 2023. I found fewer than 6 plants in September!

Public Weed Pull:

This summer community Beekeepers, Gardeners and Ouray County Vegetation Management organized a weed pull on Green Street near the Community Garden. Along the street was a 300-foot infestation of Russian Knapweed which is rapidly becoming a monoculture. The Beekeepers and Gardeners wanted the area to remain herbicide-free because of concerns over pollinator decline. Volunteers spent two hours weed whacking and bagging Russian Knapweed.

Before





After



2025 was a highly successful season in many respects due to continued applications and community weed-pull efforts like the one on Green Street.

Thank you for being good stewards and tackling the invasive species in the Town, your willingness to tackle the problem makes managing invasive species in Ouray County easier for everyone.

Julie Kolb

Ouray County Vegetation Manager

AGENDA ITEM #19

	Healthy Natural Environment: 2025 Strategies	Responsible Party
1	Pursuant to the Lead and Copper Rule Revisions, annually notify consumers of their service line material if it is determined to be lead, galvanized requiring replacement, or lead status unknown. CONSISTENTLY DONE.	Manager/PW
2	Advance goals of the Town's Source Water Protection Plan including working with Ouray County on setbacks to the Town's water supplies in the unincorporated areas of Ouray County. ON-GOING. TOWN AND COUNTY REGULARLY COMMUNICATE ON DEVELOPMENTS AND ISSUES THAT PERTAIN TO SOURCE WATER PROTECTION PLAN.	PW/Manager
3	Review and modify the Water and Sewer regulations found in RMC 9 -1. STAFF INTENDS TO TAKE THIS ON IN THE EARLY PART OF 2026.	Manager/Eng.
4	Ensure the cost of water is understood and user fees are in line with costs. AN ANALYSIS OF WATER REVENUE HAS BEEN COMPLETED SEVERAL TIMES IN THE LAST FEW YEARS AND HAS BEEN PRESENTED TO COUNCIL. ANOTHER ANALYSIS IS SLATED TO TAKE PLACE IN THE NEXT SEVERAL MONTHS, ESPECIALLY ONES THE TOWN'S OUT OF POCKET COSTS FOR THE BEAVER CREEK DIVERSION RESTORATION PROJECT ARE BETTER UNDERSTOOD.	Manager/Eng.
5	Pursue appropriate actions to change the newly acquired water rights to municipal and augmentation purposes. NO PROGRESS HAS BEEN MADE. THIS WILL LIKELY BE A PROJECT FOR FUTURE BUDGET YEAR.	Attorney/Eng./Manager
6	Make available educational materials on radon mitigation, and water and energy conservation, and periodically communicate this information via the Town website and other communication channels. CONSISTENTLY DONE AND ON-GOING.	Building
7	Participate on the Sneffels Energy Board and work with the Board and EcoAction Partners to implement the objectives and supporting actions detailed in the <i>San Miguel & Ouray County Regional Climate Action Plan</i> in order to help our community continue to reduce our greenhouse gas emissions from our 2010 GHG emissions baseline. ON-GOING. STAFF WORKS REGULARLY WITH SEB AND EAP TO COMMUNICATE THE CAP TO THE COMMUNITY AND ENSURE STRATEGIES AND OBJECTIVES REMAIN UP TO DATE. THE TOWN IS REGULARLY REPRESENTED AT SEB MEETINGS.	Manager
8	Continue working with Ouray County Vegetation Management on implementation of the Town's Integrated Weed Management Plan and to manage weeds in Ridgway more aggressively. Continue following the policy set forth in Resolution No. 22-01, Amending the Policy Relative to Noxious Weed Management. The policy now allows for the application of chemical-based herbicides when deemed necessary by Town staff and Ouray County Vegetation Management personnel, as long as the application falls in line with the Chemical Application and Protocol Recommendations found in the Integrated Weed Management Plan. STAFF MEETS PERIODICALLY WITH JULIE KOLB OF OURAY COUNTY VEGETATION MANAGEMENT TO IDENTIFY WEED INFESTATIONS ON TOWN PROPERTY AND TO DISCUSS AND AGREE UPON HERBICIDE APPLICATION PROTOCOLS FOR THOSE IDENTIFIED AREAS. JULIE PRESENTS A RECAP OF SUMMER ACTIVITY IN RIDGWAY EACH FALL. SHE PROVIDED HER WRITTEN REPORT FOR THE OCTOBER 1ST TOWN COUNCIL MEETING PACKET.	Manager/PW
9	Implement the agreed upon action items for 2025 identified in the Town's Growing Water Smart Action Plan. This includes purchasing and installing smart irrigation controllers. THE RAIN BIRD SMART IRRIGATION CONTROL BOXES AND RAIN SENSORS HAVE BEEN INSTALLED AT ALL PARKS EXCEPT COTTONWOOD, ROLLANS AND THE SECTION OF HARTWELL SOUTH OF THE PLAYGROUND.	Manager/PW
10	Support and promote the Sustainability Advisory Board as members work to, among many other things, advance and encourage environmentally sustainable practices and ideas within the Town. Some of the priorities and work plan items for 2025 may include: <ul style="list-style-type: none"> Advise the Town to adopt a resolution formally establishing a net-zero goal to be achieved by 2030. Once in place, explore initiatives to promote within the community. DONE AND ON-GOING. Establish a "road map" to net zero. IN PROGRESS. Provide quarterly progress updates to the Town Council. DONE. Draft and recommend adoption of idle-free (i.e., no idling) regulations. DRAFT REGS ARE SLATED FOR PRESENTATION TO TC IN NOVEMBER. Organize and hold two educational outreach meetings/public engagement events in 2025 to promote SAB educational campaigns. DONE. EV RIDE AND DRIVE AND MICROGRID RIBBON CUTTING. 	Manager

	<ul style="list-style-type: none"> Participate on the Sneffels Energy Board Energy Code Cohort by working with EcoAction Partners, Lotus Engineering & Sustainability and NORESO to align our region on an approach and code package for 2024 International Energy Conservation Code adoption (this includes the model electric and solar ready code). THE CODE PACKAGE IS READY FOR ADOPTION. A TIMELINE FOR OUTREACH AND ADOPTION OF THE CODE AND AMENDMENT PACKAGE HAS BEEN PRESENTED TO TC AND WILL BEGIN ON OCTOBER 2ND WITH A BUILDING ENERGY CODES 101 WORKSHOP. Evaluate establishment of a goal/date for all new construction projects to be all-electric. THIS WILL BE ADVANCED IN 2026. Work to decrease festival and event waste by encouraging local management contracts and event organizers to provide for composting, recycling, etc. at Ridgway events. GOOD PROGRESS WAS MADE IN 2025. THE SAB WILL LOOK TO MAKE RECOMMENDATIONS FOR A POLICY/REQUIREMENT FOR VENDORS TO USE ONLY COMPOSTABLE UTENSILS AND MATERIALS AT TOWN EVENTS IN 2026 AND BEYOND. Evaluate and recommend options for instituting incentives/rebates for residential and commercial participation in local composting programs. NOT PROGRESS HAS BEEN MADE. Increase local organic/natural food production and consumption. NO PROGRESS HAS BEEN MADE. Evaluate and recommend options for instituting a turf replacement program that could include rebates or incentives. NO PROGRESS HAS BEEN MADE. Explore identifying where wildlife corridors are and possibilities for mitigating speeding on US 550 and SH 62. Explore deployment of additional signage. NO PROGRESS HAS BEEN MADE. 	
11	Work with SMPA to install a microgrid on the roof of Ridgway Space to Create to achieve redundant backup power for the Decker Community Room. Assist SMPA as they explore grant funding opportunities like the Microgrids for Community Resilience Program through the Colorado Department of Local Affairs. COMPLETED.	Manager
12	Identify a consultant to develop construction-level documents for the improvements identified in the Green Street Sustainability Park Master Plan. NO PROGRESS MADE.	Manager
13	Make available educational materials on tree species recommendations and the Town's landscape regulations to encourage water conservation and require low water usage landscaping or xeriscaping. WE CONSISTENTLY PUT OUT MESSAGING ABOUT RECOMMENDED TREE SPECIES AND WATER CONSERVATION AND EFFICIENCY. IN 2024, THE TOWN JOINED COLORADO WATERWISE AND BECAME A CAMPAIGN PARTER OF THE COLORADO WATER-LIVE LIKE YOU LOVE IT EDUCATIONAL CAMPAIGN. WE'VE BEEN FOLLOWING THE CAMPAIGN SCHEDULE. THE TOWN IS IN THE PROCESS OF UPDATING THE LANDSCAPE REGULATIONS TO CONFORM WITH SB24-005.	Planner/Building
14	Perform state-mandated requirements for backflow prevention and cross-connection control outreach, reporting and tracking. THIS WORK IS ON-GOING AND CONSISTENTLY DONE.	Manager/PW
15	Research and develop regulations or a policy specific to grease traps. NO PROGRESS HAS BEEN MADE.	Manager/PW
16	Install water meter at water tanks. PARTS AND EQUIPMENT HAVE BEEN ORDERED AND ARE ON SITE. ELECTRICAL WORK HAS BEEN COMPLETED. AT THE TAIL END OF THE DUCTILE IRON PIPE REPLACEMENT PROJECT, RIDGWAY VALLEY ENTERPRISES WILL INSTALL THE MANHOLE TO ACCOMMODATE THE REMAINING WORK NEEDED TO COMPLETE THE INSTALLATION OF THE WATER METER.	PW
17	Develop a Preliminary Needs Assessment that makes recommendations for improvements to the current wastewater treatment system and identifies future needs. THE TOWN FINALLY RECEIVED A NEW CERTIFICATION TO DISCHARGE UNDER DCPS GENERAL PERMIT IN MID FEBRUARY 2025 AND IT TOOK EFFECT ON MARCH 1, 2025. THE TOWN HAD BEEN WAITING SINCE NOVEMBER OF 2017 FOR THIS NEW PERMIT. NOW THAT WE HAVE THE NEW PERMIT, WE CAN PROCEED WITH THE NEEDS ASSESSMENT. OUR ENGINEERING TEAM IS NOW AIMING TO COMPLETE THIS ASSESSMENT IN 2026.	Eng.
18	Remove gravel from Uncompahgre River in Rollans Park and continually improve the area. DONE AND SEE ITEM BELOW. THIS WORK IS UNDERTAKEN EACH WINTER WHEN FLOWS ARE LOWER.	PW
19	Evaluate results of <i>Uncompahgre River Corridor Ecological Assessment and Technical Report</i> and explore implementation of the recommended restoration opportunities and river management actions. STAFF MET WITH REPS OF UNCOMPAHGRE WATERSHED PARTNERSHIP AND OTHER STAKEHOLDERS IN THE EARLY PART OF 2025 TO LEARN ABOUT THEIR RECOMMENDATIONS FOR RESTORATION OPPORTUNITIES BASED ON THE REPORT. STAFF INTENDS TO INCORPORATE	Manager/PW

	THIS INPUT AND REPORT DIRECTION DURING THE ANNUAL GRAVEL REMOVAL AND RESTORATION PROCESS IN THE SECTION OF RIVER THAT RUNS THROUGH ROLLANS PARK.	
20	To support operations and when needed, acquire roll-off bins for green waste and composting from local companies that manage organic waste. ON-GOING.	PW
21	Ensure the Town's responsibilities, as described in <i>Resolution No. 21-09 Rights of Nature</i> , are met, and ensure good stewardship of the Uncompahgre River, its tributaries, and its watershed. IN JANUARY 2025 AND IN ACCORDANCE WITH THE RESOLUTION, STAFF AND UWP REPS PRESENTED A WRITTEN REPORT WHICH INCLUDED INFORMATION ON THE HEALTH AND STATE OF THE UNCOMPAHGRE RIVER, ITS TRIBUTARIES, AND ITS WATERSHED; AN UPDATE ON THE REALIZATION OF THEIR RIGHTS RECOGNIZED IN THE RIGHTS OF NATURE RESOLUTION; AND RECOMMENDATIONS FOR ADVANCING AND SECURING THEIR WELFARE AND SUSTAINABILITY. MORE CONVERSATIONS HAVE BEEN HELD IN RECENT YEARS ABOUT FINDING A MECHANISM FOR GIVING THE RIVER A VOICE IN THE DECISION-MAKING PROCESS.	Manager
22	Host annual Town Cleanup Day event and Adopt-A-Highway Cleanup events. DONE.	Manager/PW

	Sense of Community and Inclusivity: 2025 Strategies	Responsible Party
1	Continue the process of equipping the Decker Community Room to increase versatility and for use by a variety of user groups. DONE. STAFF IS WORKING TO PLACE FOR SPACE IMPROVEMENTS IN 2026.	Community Initiatives/Manager
2	Complete the next series of planning projects for 2025, as recommended by the Planning Commission. These include: <ul style="list-style-type: none"> Draft and codify the regulations for Section 7-7 of the Ridgway Municipal Code titled, "Affordable Housing". ADDITIONAL OUTREACH IS BEING CONDUCTED, AS REQUESTED BY TC, BEFORE BRINGING THE ORDINANCE BACK TO TC. Review and consider updates to the Town's Short-Term Rental Regulation in Section 7-4-6(N) of the Ridgway Municipal Code. COMPLETED. Review and update, if necessary, the Town of Ridgway Master Plan. DONE. 	Manager/Planner
3	Continue efforts on workforce housing. Now that the Town has determined its baseline amount of affordable housing units and has formally filed a commitment with the Division of Housing to opt in to Proposition 123, the Town should explore and potentially pursue funding programs that will help increase the affordable housing stock above the baseline amount. Continue regular communication with regional partners. CONSISTENTLY DONE AND ON-GOING.	Manager
4	Organize and facilitate one regional law enforcement training opportunity. DONE.	Marshal
5	Complete training with the Ouray County Sheriff's Office and City of Ouray Police Department to improve skills and foster good relations across the jurisdictional departments. THIS IS ON-GOING AND CONSISTENTLY DONE. MARSHAL'S OFFICE HAS CONDUCTED A VARIETY OF REQUIRED TRAININGS IN CONJUNCTION WITH OURAY COUNTY SHERIFF'S OFFICE AND THE OURAY POLICE DEPARTMENT.	Marshal
6	Support the Ouray County Victim Services Program to grow and promote the Program/victim advocacy and victim's rights. THE SUPPORT AND GROWTH OF THE PROGRAM IS ON-GOING.	Marshal
7	Promote the Athletic Park Pavilion as a Town facility and community amenity that is available for rent. THE PAVILION IS A POPULAR AMENITY IN THE ATHLETIC PARK. IT'S A FIRST COME, FIRST SERVED AMENITY, UNLESS A GROUP WANTS TO RESERVE AND UTILIZE THE CONCESSION AREA OR THE ENTIRETY OF THE PAVILION. THE ATHLETIC PARK PAVILION CONCESSION AREA FEE SCHEDULE WAS MODIFIED IN EARLY 2025.	Manager/Clerk
8	Work with Ouray County Plaindealer staff to continue monthly newspaper advertisements to showcase what's going on at the Town of Ridgway and opportunities for citizens to get more involved. CONSISTENTLY DONE VIA THE MONTHLY "HEY, RIDGWAY!" AD.	Manager
9	Continue through the process to acquire a recreational trail path between Ridgway Secondary School and River Park Subdivision. A LOT OF PROGRESS WAS MADE IN 2025. IN LATE JULY, THE JUDGE ISSUED AN ORDER GRANTING HE MOTION FOR IMMEDIATE POSSESSION OF THE RECREATIONAL TRAIL EASEMENT. THE VALUATION HEARING WILL BE SET ON OCTOBER 8, 2025 AND WILL MOST LIKELY BE SET FOR APRIL OR MAY OF 2026.	Manager
10	Conduct a community-wide survey to gauge citizen and business opinions regarding services, activities and direction of the Town. NO PROGRESS HAS BEEN MADE. THIS WILL LIKELY BE A PROJECT FOR A FUTURE BUDGET YEAR.	Manager

11	Replace audio system in Community Center for public meetings. COMPLETED.	Clerk/Manager
12	Evaluate implementing shorter terms for members of the Planning Commission. NO PROGRESS HAS BEEN MADE.	Planner/Manager
13	Consider next steps, including surveying, for potentially vacating an undeveloped section of N Elizabeth St. right-of-way. NO PROGRESS HAS BEEN MADE.	Manager
14	Research and evaluate stipend amounts for members of the Town Council and Planning Commission. RESEARCH HAS BEEN COMPILED AND WILL BE PRESENTED TO TC IN A WORK SESSION ON OCTOBER 1ST.	Manager

	Small Town Character and Identity: 2025 Strategies	Responsible Party
1	Expand community outreach and information sharing efforts. THIS IS AN ON-GOING EFFORT. OUTREACH EFFORTS HAVE BEEN BOLSTERED IN 2025 WITH ADDITIONAL HALF-PAGE "HEY, RIDGWAY!" ADS IN THE OURAY COUNTY PLAINDEALER, ADDITIONAL COLORADO WATERWISE LLYLI CAMPAIGN MESSAGING, AND MORE OURAY COUNTY ALERTS MESSAGING.	Manager/Community Initiatives
2	Further implementation of the <i>Ridgway Visitor Center & Heritage Park Master Plan (Amended June 2022)</i> via the phased Implementation Plan that staff developed and presented to Town Council on September 14, 2022. Continue exploring grant funding opportunities to bring the improvements to fruition. NO PROGRESS HAS BEEN MADE.	Community Initiatives/Manager
3	Partner with GOCO on a Youth Corps project. NO PROGRESS HAS BEEN MADE.	PW/Manager
4	Lead <i>Ridgway Fuse, A Colorado Creative Main Street Program</i> in implementing priority Council initiatives and supporting the Ridgway Creative District and Ridgway Main Street programs. Continue efforts to Connect, Gather, Build, Share and Organize via the collectively agreed upon work plan. THIS IS CONSISTENTLY DONE. RIDGWAY FUSE HAS MADE A LOT OF PROGRESS IN 2025 AN CONTINUES TO WORK IN A COLLABORATIVE MANNER TO FURTHER THE GOALS AND PRIORITIES SET FORTH IN THE RECENTLY UPDATED STRATEGIC PLAN.	Community Initiatives
5	Generate promotional pieces that communicate the Ridgway Creative District's and Main Street Program's value to the community, objectives, and invite potential partnerships and collaboration. Continue efforts to bolster and enhance the Ridgway Fuse website and its functionality. CONSISTENTLY DONE.	Community Initiatives
6	Support and promote the Youth Advisory Council and provide its membership opportunities for input on Town projects, programs, and events. CONSISTENTLY DONE. 24-25 YAC WAS VERY SUCCESSFUL AND CULMINATED WITH THEIR PICKLEBALL TOURNAMENT CAPSTONE PROJECT.	Manager
7	Make efforts to educate and inspire residents and visitors about Ridgway's ranching heritage; provide information about ranching activities that periodically occur in and around Town, such as cattle drives. NO PROGRESS HAS BEEN MADE.	Community Initiatives
8	Create and maintain succession plans for all Town staff and standard operating procedures. Plan accordingly for the retirement of the current Building Official in the first quarter of 2025. VARIOUS HANDBOOKS ON DAY-TO-DAY DUTIES AND RESPONSIBILITIES HAVE BEEN CREATED BUT MORE NEEDS TO BE DONE.	All Departments
9	Evaluate ways and funding opportunities to advance the various phases of the Ridgway Athletic Park Master Plan. Proceed with the next phase of the Master Plan by retaining a consultant to develop construction-level documents for the baseball fields and pickleball courts. 60% CONSTRUCTION DOCUMENTS FOR THE PICKLEBALL COURTS AND BASEBALL FIELDS ARE SLATED TO BE READY FOR REVIEW IN OCTOBER.	Manager
10	Complete the Public Art Component (i.e., mural) Project on the Artspace Ridgway Space to Create Building. COMPLETED.	Community Initiatives/Manager
11	Reevaluate the fee schedule for private use of the Athletic Park Pavilion Concession Area. COMPLETED VIA THE APPROVAL OF RESOLUTION NO. 25-01.	Clerk/Manager

	Vibrant and Balanced Economy: 2025 Strategies	Responsible Party
1	Continue participation in local and regional broadband initiatives, including connecting local government and anchor institution buildings. ON-GOING.	Manager
2	Plan, organize, and manage Summer Concert Series and Love Your Valley event. COMPLETED.	Clerk
3	Plan, organize, and manage Ridgway Independent Film Festival and other Ridgway Fuse events. ON-GOING. FIRST FRIDAYS GOING WELL AND RIDGWAY INDEPENDENT FILM FEST SCHEDULED FOR OCTOBER 16-19.	Community Initiatives
4	Partner with Colorado Creative Industries to further develop and grow the Ridgway Creative District, including consideration of feedback and recommendations from Ridgway Fuse; provide training and educational opportunities for members of Ridgway Fuse. CONSISTENTLY DONE.	Community Initiatives
5	Partner with the Department of Local Affairs on the Main Street Program and implement priority recommendations from the Main Street Downtown Assessment focused on economic restructuring, design, organization, and promotions. CONSISTENTLY DONE.	Community Initiatives
6	Oversee and manage downtown streetscape maintenance and landscaping; maintain and replace trees as needed; maintain landscaping at Heritage Park; maintain planter boxes and landscaping around Town Hall and Hartwell Park. ON-GOING AND CONSISTENTLY DONE. FOR 2025, THE TOWN BROUGHT ON MARK WHITEMAN IN A SEASONAL EMPLOYEE ROLE TO MAINTAIN THE LANDSCAPED AREAS IN THE STREETScape PROJECT AREA, IN HARTWELL PARK, AND AROUND TOWN HALL.	PW
7	Establish policy to govern how Lodging Tax revenues intended to support affordable and workforce housing and childhood care and education efforts are distributed. This may include the development of an application process with criteria and reporting requirements. RESEARCH IS CURRENTLY BEING COMPILED BY THE EXECUTIVE ASSISTANT.	Manager
8	Expand efforts to improve wayfinding around Town. This may be achieved by updating and implementing the Town's Signage & Wayfinding Plan or installing a banner structure over SH62. SH62 BANNER STRUCTURE PROJECT SLATED FOR CONSTRUCTION AND COMPLETION IN OCTOBER.	Manager

	Well-Managed Growth: 2025 Strategies	Responsible Party
1	Participate in regional transportation initiatives including the Gunnison Valley Transportation Planning Region (GVTPR) and the Ouray County Transit Advisory Council, as appropriate. CONSISTENTLY DONE.	Manager
2	Continue working with the City of Ouray, Ouray County, and All Points Transit to continue and improve upon the Ouray commuter route that connects Montrose, Ridgway and Ouray. DONE. ALL POINTS TRANSIT HAS PROPOSED THE ADDITION OF A NEW VAN FOR THE THIRD AND FINAL YEAR OF THE PILOT PROJECT IN 2026. THE CURRENT VAN HAS OVER 150K MILES ON IT AFTER A YEAR AND A HALF OF SERVICE.	Manager
3	Assist Ouray County and their selected contractor to continue developing the Hazard Mitigation Plan and Community Wildfire Protection Plan. DONE.	Manager
4	Retain a consultant to conduct a Housing Needs Assessment. POINTS CONSULTING WAS BROUGHT ONBOARD AND SHOULD HAVE THE SCOPE OF WORK WRAPPED UP BY THE END OF 2025.	Planner/Manager
5	Continue working with Ouray County and the City of Ouray to explore the notion of retaining a joint housing administrator to assist with tasks like deed restriction management, homebuyer education and grant writing/administration. THE HOME TRUST OF OURAY COUNTY CAME OUT ON TOP OF THE SOLICITATION PROCESS AND IS IN THE PROCESS OF BRINGING ON A HOUSING DIRECTOR TO SERVE AS THE JOINT HOUSING ADMINISTRATOR FOR 2026.	Manager
6	Retain a consultant to conduct a signal/traffic study at N. Railroad St. and Sherman St. to determine appropriate intersection treatments (e.g., turning lane, traffic signal, roundabout, etc.). NOT YET COMPLETED.	Manager/Eng.
7	Identify and pursue ways to improve upon/overhaul the Town's GIS system to make it current and more user friendly. NO PROGRESS HAS BEEN MADE.	Planner/PW/Manager
8	Develop and organize volunteer efforts, focused on procedural rules, expectations, purpose, etc. for Council appointed commissions, boards, committees and task forces. CONSISTENTLY	Manager/Community Initiatives

	DONE. BYLAWS AND/OR AUTHORITY AND PROCEDURES ADOPTED FOR VARIOUS BOARDS AND COMMISSIONS.	
9	Implement measures to address deficiencies and ensure Wastewater Treatment Plant consistently meets permit limitations and other terms and conditions of its permits. ON-GOING. STAFF NOW AIMS TO GET A PRELIMINARY NEEDS ASSESSMENT COMPLETED IN 2026 NOW THAT THE TOWN RECEIVED A NEW CERTIFICATION TO DISCHARGE UNDER DCPS GENERAL PERMIT. THE TOWN HAD BEEN WAITING SINCE NOVEMBER OF 2017 FOR THIS NEW PERMIT. NOW THAT WE HAVE THE NEW PERMIT, WE CAN PROCEED WITH THE NEEDS ASSESSMENT.	Manager/PW/Eng.
10	Expand efforts on official record and electronic file organization. ON-GOING.	Manager/Clerk
11	Implement Asset Management Plan for all departments. IN PROCESS.	Clerk
12	Update the Town's Street Lighting Plan. IN PROCESS.	Manager
13	Address access to Ridgway Ditch and adjacent development, including building and septic setbacks, Ditch access, and land use opportunities with Ouray County to protect the Ditch. ON-GOING AND CONSISTENTLY DONE.	Eng./Manager/PW
14	Complete the Ductile Iron Pipe Replacement Project (i.e., replacement of water line segment from just below the Water Treatment Plant to Moffat St.). IN PROCESS. STAFF HOPES TO SEE THE PROJECT COMPLETED BY NOVEMBER 15TH.	Eng./Manager/PW
15	Complete the Beaver Creek Diversion Restoration Project. IN PROCESS. RECENT INCLEMENT WEATHER HAS CAUSED DELAYS ON THE PROJECT. THERE IS STRONG POSSIBILITY THAT MERIDIAN WILL NEED TO REMOBILIZE IN THE SPRING OF 2026 TO COMPLETE THE PROJECT.	Manager/Eng./PW
16	Explore grant funding opportunities that would provide for major improvements to the Ridgway Ditch and Lake O in ways that would allow the Town to receive additional water and mitigate system loss (i.e., piping portions of the Ridgway Ditch). Repair and install additional flow measuring devices along Ridgway Ditch and at Lake O.	Manager/Eng.
17	Investigate how to access potential funding opportunities for water-related projects (i.e., monitoring and improvements to the Town's water supply system) under the Infrastructure Investment and Jobs Act or through state funding options such as Colorado Water Plan grants or Gunnison Basin Roundtable grants. ON-GOING. A LOT OF LOAN AND GRANT FUNDING IS COMING OUR WAY FOR WATER-RELATED PROJECTS IN 2025 (I.E., DUCTILE IRON PIPE REPLACEMENT PROJECT AND BEAVER CREEK DIVERSION RESTORATION PROJECT). ABOUT 1,500 LF OF THE RIDGWAY DITCH IS SLATED TO BE PIPED AS PART OF THE DIVERSION RESTORATION PROJECT. STAFF WILL CONTINUE LOOKING AT FUNDING OPPORTUNITIES TO PIPE MORE SEGMENTS OF THE DITCH.	Manager
18	Replace hydrants and valves, as needed, on water distribution system. ON-GOING AND CONSISTENTLY DONE.	PW
19	Make improvements to the restrooms in Hartwell Park. NO PROGRESS HAS BEEN MADE. THIS MAY BE A PROJECT FOR 2026.	PW/Manager
20	Complete the final phase of the water meter replacement program in the early part of 2025. COMPLETED.	PW
21	Complete transition from chlorine dioxide treatment to Granular Activated Carbon filtration alternative at water treatment plant. COMPLETED.	PW/Eng./Manager
22	Complete sewer line camera and root abatement work; remove contact chamber sludge; remove biosolids/sludge from lagoons. CAMERA AND ROOT ABATEMENT WORK IS ONGOING. CONTACT CHAMBER SLUDGE AND LAGOON BIOSOLIDS ARE SCHEDULED FOR REMOVAL IN OCTOBER.	PW
23	Employ methods to better manage traffic flow and safe speeds; further explore additional advisory signage, temporary pedestrian signage, and street devices to mitigate speeding vehicles on westbound and eastbound Hwy 62 and other areas of town. Explore engineering and installing a banner structure over SH62. RADAR TRAILER DEPLOYED AS NEEDED. MARSHAL'S OFFICE HAS INCREASED PRESENCE ON SHERMAN ST. AND AMELIA ST. SPEED RADAR SIGNS PURCHASED AND INSTALLED ON EASTBOUND AND WESTBOUND SHERMAN ST. THE BANNER STRUCTURE IS SLATED FOR CONSTRUCTION AND COMPLETION IN OCTOBER.	Marshal/PW

AGENDA ITEM #20