#### Ridgway Town Council Regular Meeting Agenda Wednesday, October 9, 2024

Pursuant to the Town's Electronic Participation Policy,

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

#### Join Zoom Meeting

https://us02web.zoom.us/j/84853474937?pwd=4rMG2pW236K9vJKx1wLvaXaTPBLtYS.1

Meeting ID: 848 5347 4937 Passcode: 977065 Dial by your location +1 346 248 7799 US +1 253 215 8782 US

#### 5:45 p.m.

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

#### ADDITIONS & DELETIONS TO THE AGENDA

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

- 1. Register of Demands for October 2024.
- 2. Renew of Liquor Store Liquor License for High Spirits Liquors, Liquor Library.
- 3. Renewal of Restaurant Liquor License for Thai Paradise.

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

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

- 4. Proclamation declaring October 2024 as Bullying Prevention Month Beth Meek, PEER Kindness.
- Request to close Clinton Street between Cora and Laura Streets on October 19<sup>th</sup> between 3:00 and 7:00 pm to hold a memorial for Wanda Taylor - Stepanie Lyons.
- 6. Request to close Clinton Street on November 15<sup>th</sup> from 3:00 pm to 7:00 pm to accommodate the Ridgway Independent Film Festival Arielle Bielak.
- 7. Request to close N Railroad Street and Otto Street as part of the Laura Street Extension Project - Skip Huston Construction.

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

8. Public Hearing and Second Reading of Ordinance No. 04-2024 Amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code Relating to Parking Standards

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

- 9. Presentation and action on Ad Hoc Review Committee's recommendation for artist and art concept for mural installation on Artspace Ridgway Space to Create Building Town Manager.
- 10. Review and action on Order Extending the Declaration of Local Disaster in and for the Town of Ridgway related to the Beaver Creek Diversion Town Manager.
- 11. Interviews of Youth Advisory Council candidates and appointment of members Town Manager.
- 12. Review and action on Intergovernmental Agreement between the Town of Ridgway, City of Ouray, and Ouray County Establishing an Affordable Housing Services Administrator - Town Manager.
- 13. Presentation of Draft 2025 Fiscal Year Budget Town Clerk/Treasurer.
- 14. Review and action on target funding amount for 2025 Community Grant Program Town Manager.
- 15. Update on legislation that has passed or is in front of the Colorado General Assembly and its impacts on Ridgway Town Attorney.
- 16. Resolution No. 24-10 Appointing Members to the Board of Adjustment 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. Letter from Mayor Clark regarding appointment to the Planning Commission.
- 18. 2024 Mosquito Management Report Rodney Paulson, Public Works Maintenance Operator I.
- 19. 2024 Noxious Weed Management Report Julie Kolb, Ouray County Vegetation Management.
- 20. Town Manager's Report.

**EXECUTIVE SESSION** The Town Council will enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(4)(f) for discussion of a personnel matter concerning the Town Manager's annual performance evaluation.

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

Committees & Commissions:

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

#### **Board Appointments:**

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

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

#### ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, November 6, 2024 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

**Consent Agenda** 

Name	Memo	Account	Paid Amount
Christopher J Bolane		Alpine-Operating Account	
	plant operations - Sept 2024 plant operations - Sept 2024	914WOO · Consulting & Engineering Ser 914SOO · Consulting & Engineering Servs	-6,150.00 -1,850.00
TOTAL			-8,000.00
Bo James Nerlin, PC		Alpine-Operating Account	
	Lena St. Commons ( to be reimb ) Riverfront Village ( to be reimb ) Preserve annexation ( to be reimb ) Town Attorney - Jan - Sept 2024 May 2024 Le Ranch Jan - Sept 2024 Jan, Feb, Mar 2024 Planning - Feb - Aug 2024 Home Trust S/Div - T/Attorney Jul - Sept 2024 Space to Create Apr - Sept 2024	511GOO · Town Attorney 511GOO · Town Attorney 511GOO · Town Attorney 572GOO · Property Purchase 511GOO · Town Attorney 511GOO · Town Attorney 511GOO · Town Attorney 911WOO · Legal Services 511GOO · Town Attorney 535GOO · Affordable Housing 911WOO · Legal Services 535GOO · Affordable Housing 911WOO · Legal Services	$\begin{array}{r} -690.00\\ -1,121.00\\ -4,046.50\\ -2,756.50\\ -277.50\\ -3,529.50\\ -10,653.50\\ -1,505.50\\ -1,387.50\\ -1,48.00\\ -1,017.50\\ -740.00\\ -4,249.00\\ \end{array}$
TOTAL			-32,122.00
Kitu Systems, Inc.		Alpine-Operating Account	
	repair	595GOO · Electric Vehicle Charge Station	-307.63
TOTAL			-307.63
Black Hills Energy-Broadband		Alpine-Operating Account	
	8/23/24 - 9/23/24	783PO1 · Broadband Station	-15.08
TOTAL			-15.08
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
	8/23/24 - 9/23/24	742POO · Utilities	-39.76
TOTAL			-39.76
Black Hills Energy-Lift Station		Alpine-Operating Account	
	8/23/24 - 9/23/24	942SOO · Utilities	-25.43
TOTAL			-25.43
Black Hills Energy-PW Building		Alpine-Operating Account	
TOTAL	8/23/24 - 9/23/24 8/23/24 - 9/23/24 8/23/24 - 9/23/24 8/23/24 - 9/23/24	742POO · Utilities 642GO2 · Utilities 942SOO · Utilities 942WOO · Utilities	-9.94 -9.94 -9.94 -9.94 -9.94 -39.76

Name	Мето	Account	Paid Amount
Black Hills Energy-PW Office		Alpine-Operating Account	
	8/23/24 - 9/23/24 8/23/24 - 9/23/24 8/23/24 - 9/23/24	642GO2 · Utilities 942SOO · Utilities 942WOO · Utilities	-13.65 -13.65 -13.65
TOTAL			-40.95
Black Hills Energy-Town Hall		Alpine-Operating Account	
	8/23/24 - 9/23/24 8/23/24 - 9/23/24 8/23/24 - 9/23/24	742PO1 · Utilities - comm cntr/town hall 842GO3 · Utilities 542GOO · Utilities	-17.63 -17.64 
TOTAL			-52.91
Copy Cats		Alpine-Operating Account	
	name plate - Kemp	541GOO · Office Supplies	-21.97
TOTAL			-21.97
Kim's Housekeeping LLC		Alpine-Operating Account	
	Sept 2024 Sept 2024 Sept 2024 cleaning - Sept 2024	779POO · Janitorial Service - parks 779PO1 · Janitorial Services-c c/t hall 545GOO · Janitorial Services 778PO1 · Decker Room	-1,218.00 -406.00 -406.00 -350.00
TOTAL			-2,380.00
Bruin Waste Management		Alpine-Operating Account	
	second pickup - Sept 2024	742POO · Utilities	-281.60
TOTAL			-281.60
Compressed Air Innovations		Alpine-Operating Account	
	thermostat & oil - plant condenser fan - plant	932WOO · Supplies & Materials 932WOO · Supplies & Materials	-2,041.88 -404.23
TOTAL			-2,446.11
WestCo		Alpine-Operating Account	
	4th qtr 2024	885GO3 · Dispatch Services	-17,490.29
TOTAL			-17,490.29
In Design Sign, LLC		Alpine-Operating Account	
	no camping (3)	639GO2 · Street Signs	-390.00
TOTAL			-390.00
The Paper Clip LLC		Alpine-Operating Account	
		541GOO · Office Supplies	-4.35
TOTAL			-4.35

Name	Memo	Account	Paid Amount
Colorado State Treasurer		Alpine-Operating Account	
	3rd qtr 2024	525GOO · Unemployment Tax (all)	-724.95
TOTAL			-724.95
Clear Networx, LLC		Alpine-Operating Account	
	Oct 2024 Oct 2024	543GOO · Telephone 643GO2 · Telephone 843GO3 · Telephone 943WOO · Telephone 93SOO · Telephone 530GOO · Computer 630GO2 · Computer 730POO · Computer 930WOO · Computer 930SOO · Computer	$\begin{array}{r} -56.00 \\ -56.00 \\ -61.00 \\ -56.00 \\ -56.00 \\ -50.0$
	Oct 2024 Oct 2024 Oct 2024 Oct 2024 Oct 2024	930WOO · Computer 930SOO · Computer 630GO2 · Computer 843GO3 · Telephone	-50.00 -25.00 -25.00 -40.00
TOTAL	0012024		-725.00
Clear Networx, LLC		Alpine-Operating Account	
	internet - Oct 2024	778PO1 · Decker Room	-100.00
TOTAL			-100.00
Hartman Brothers Inc		Alpine-Operating Account	
	Sept 2024 Sept 2024 Sept 2024	661GO2 · Vehicle & Equip Maint & Repair 961SOO · Vehicle & Equip Maint & Repair 961WOO · Vehicle & Equip Maint & Repair	-8.20 -8.20 -8.20
TOTAL			-24.60
Pureline Treatment Systems		Alpine-Operating Account	
	Oct 2024	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00
Mountain Peak Controls		Alpine-Operating Account	
	sensors - pond	931SOO · Maintenance & Repairs	-600.00
TOTAL			-600.00
Arielle Bielak		Alpine-Operating Account	
	Gallery Coordinator - July 2024 Interim CIF - July 2024 Gallery Coordinator - Aug 2024 Interim CIF - Aug 2024 Gallery Coordinator - Sept 2024 Interim CIF - Sept 2024	532GOO · Creative/Main Street Progam 532GOO · Creative/Main Street Progam	-1,250.74 -625.37 -1,060.41 -1,223.55 -1,305.12 -1,631.40
TOTAL			-7,096.59

Name	Memo	Account	Paid Amount
Sani Serv LLC		Alpine-Operating Account	
	p. pottie - plant	932SOO · Supplies & Materials	-70.00
TOTAL			-70.00
Ouray County Weed Department		Alpine-Operating Account	
	Apr - Sept 2024 Apr - Sept 2024 Apr - Sept 2024	769POO · Weed Control 987SOO · Weed Control 987WOO · Weed Control	-484.81 -484.80 -484.80
TOTAL			-1,454.41
San Juan Gardens, Inc		Alpine-Operating Account	
	tree replacement	666GO2 · Landscaping Rights-of-Ways	-807.50
TOTAL			-807.50

## AGENDA ITEM #4



### TOWN OF RIDGWAY, COLORADO OFFICIAL PROCLAMATION

#### A Proclamation Declaring October 2024 as Bullying Prevention Month

**WHEREAS**, bullying is unwanted, aggressive behavior among school aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. The children who are bullied, those who bully others, and those who witness the behaviors may have serious, lasting problems (*stopbullying.gov*); and

**WHEREAS**, bullying occurs in neighborhoods, playgrounds, schools, community organizations, and online through technology; and

**WHEREAS**, various researchers have concluded that bullying is the most common form of violence, affecting millions of American children and adolescents annually; and

**WHEREAS**, thousands of Colorado children and adolescents are affected by bullying annually, and 1 in 5 students report being bullied; and

**WHEREAS**, targets of bullying behaviors are at increased risk for depression, anxiety, sleep difficulties, lower academic achievement, and dropping out of school and students who repeatedly experience bullying behaviors often fear such activities as riding the bus, going to school, interacting online, and attending community activities; and

**WHEREAS**, children who engage in bullying behaviors are at greater risk of engaging in more serious violent behaviors; and

**WHEREAS**, children who witness bullying behaviors often feel less safe, helpless to stop it, and intimidated; and

WHEREAS, organizations such as PEER Kindness are dedicated to providing support to children and adolescents experiencing the bullying circle, and providing prevention education through partnerships with youth, schools, youth-serving programs, and community leaders and organizations to reduce bullying and foster a PEER Kindness stance (positive, encouraging, empathetic, respectful, and kind). We urge all citizens to work toward the prevention of bullying and consider pledging to be part of the solution to end bullying in all its forms.

**THEREFORE, BE IT RESOLVED** that we, the Ridgway Town Council, do hereby recognize the month of October 2024 as "Bullying Prevention Month" in the Town of Ridgway, and urge all community members to engage in a variety of awareness and prevention activities designed to make our communities safer for all children and adolescents.

Dated this 9<sup>th</sup> day of October 2024

By: \_\_\_

John I. Clark, Mayor

Attest: \_\_\_

Pam Kraft, Town Clerk

## AGENDA ITEM #5



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

### Application for Use of Parks, Facilities and Right-of-Way

Applicant Name:	Stephanie Lyons	Contact Person:	Stephanie Lyons
Applicant Phone:	970-901-8075	Contact Phone:	970-901-8075
Applicant Email:	stephlyons 708 gm	A. I. COM Event Date:	SAH. 10/10/2024
Organization Name	Family of Wond, TAYlu	- Event Time:	3-7 pM
Type of Event:	MEMORIAL	# Attendees:	/00 +

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

Hartwell Park	Hartwell Park Stage	Athletic Park
Concession Area (Athletic Park)	Dennis Weaver Memorial Park	Rollans Park
Cottonwood Park	Lena + 10	Community Center
Other (specify):	Lavra	

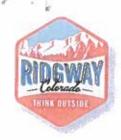
For use of Rights-of-Ways (streets, alleys, sidewalks) specify the exact location(s):

In front of snerbing theater.

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

There will be a tent, tables and chairs.

## AGENDA ITEM #6



### Application for Use of Parks, Facilities and Right-of-Way

Applicant Name:	Arielle Bielak	Contact Person:	Arielle	Bie GK	
Applicant Phone:	872.772.9484	Contact Phone:	872.7	72.9484	
Applicant Email:		avent pate.	11/15/	24	
Organization Nam	e: Ridging Independent film f	Event Time	3pm - 7	m-set up 11 aut	7:30 pm
Type of Event:	Art & Film Festival	# Attendees	· 50-1	80	

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

Hartwell Park	Hartwell Park Stage	Athletic Park	
Concession Area (Athletic Park)	Dennis Weaver Memorial Park	Rollans Park	
Cottonwood Park	Right-of-Way (specify below)	Community Center	
Rother (specify): Public Right of way - Clinton Street			

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

Clinton Street Cora to Laura BU

Describe in detail the proposed use and activity for the park, facility and/or right-of-way: merrero's "Art Bombor" sic. ٥٥d ( style a Artmaking, Film F onto lane De(MISION R SCI UNCO not elvy too could. State Hard PM going to one h SCI ۵ ee\_1

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**\*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.

The Applicant agrees to comply with all rules and regulations of the Town of Ridgway:

1. The Applicant agrees to not violate any Town ordinance or other law while using the Town property.

2. The Applicant agrees to be responsible for any and all damages to Town facilities that may occur during the period of use.

3. The Applicant agrees that the Town is not responsible for any loss whatsoever incurred by the User.

4. The Applicant is responsible for restoring the area to the same condition in which it was found. Failure to comply will result in the loss of damage deposit.

5. The Applicant agrees to immediately notify the Town of any damage.

6. The Applicant understands and agrees that the damage deposit may be used to cover any damage, cleanup, or loss incurred by the Town.

7. The Applicant hereby agrees to hold the Town of Ridgway, Colorado, their officers, agents and employees <u>harmless on</u> account of any damages to User's persons or property and to defend and indemnify the Town of Ridgway and their officers, agents or employees for any damages suffered, or claims made or adjudged against them arising out of the use of the Town property by Applicant.

I, <u>Arielle Bolak</u>, the Applicant, hereby state that I have read the foregoing terms, conditions, rules and regulations and hereby agree that for consideration of the use of the Town property that I and the User (*if different*) \_\_\_\_\_\_ will comply with all applicable conditions herein.

/ Date: \_ Applicant Signature:

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## AGENDA ITEM #7



### Memorandum

October 4, 2024

To: Preston Neill, Town of Ridgway From: Joyce Huang, Swiftwater Solutions, LLC

#### Ridgway Light Industrial: Traffic Control Plan Recommendations

#### Background:

The Development Team of Ridgway Light Industrial has submitted a request for temporary road closures at two intersections to facilitate utility installations. The first closure is proposed at the intersection of Otto St and N. Laura St for the installation of a gas line. The second closure will be near the intersection of N. Railroad St and River Park Dr for the installation of a stormwater main. These closures are requested to allow for a more efficient installation.

The applicant has provided details on traffic control measures and anticipated timelines for each installation. The duration of each closure is approximately 2 to 3 days during work hours. Roadways will be re-opened at the end of each workday to allow for normal two-way traffic. The following recommendations are provided to minimize disruptions for residents and businesses.

#### Otto Street & N. Laura Street Recommendations

Skip Huston will be working with Black Hills to extend the gas line in the area. Proper signage will be provided and all residents will have access to their homes. The applicant has requested to utilize proper signage to ensure drivers are aware of the road closure ahead and have directional signs showing detour options. The applicant would like to bypass the use of full-time flaggers. It is recommended that the applicant has dedicated staff available at the intersection during working hours to answer questions and facilitate traffic re-routing for any vehicles that need additional assistance.

#### N. Railroad Street & River Park Drive/ Future N. Laura St Recommendations

This intersection experiences heavy traffic due to the nearby River Park community, as residents commute to work and transport their children to and from school. It is advised that the road closure for this location takes place after the morning traffic peak and reopens before the afternoon rush to minimize disruption.

All signing and traffic control is subject to the approval of the Town Marshall and should generally be in accordance with the Manual of Uniform Traffic Control (MUTCD). MUTCD recommends flaggers for

temporary road closures. The applicant is requesting to carry out the closure without flaggers. It is recommended that the applicant station dedicated personnel at the detour points at River Park Drive/Railroad St and N. Laura St/Railroad St. These staff members will assist with traffic re-routing, address any questions, and ensure residents have continued access to their homes. Utilizing staff in place of full-time flaggers provides the flexibility to assist with utility installation during low-traffic periods, while still fulfilling the responsibilities of flaggers and managing traffic when needed.



September 26, 2024

Ridgway Light Industrial Park Laura Street Extension Ridgway, CO

#### **Traffic Control Plans Narrative:**

The attached Traffic Control Plans are intended to be living documents. Traffic control plans are enclosed for full road closures on portions of N. Railroad Ave. and Otto Street. The single lane closure on N. Railroad Ave. is included as a back-up only.

The duration of the road closures for each location will be approximately 2 to 3 days.

#### N. Railroad Ave. Full Road Closure:

We are proposing a portion of N. Railroad Ave be closed for a full road closure. This closure is for the installation of 18" storm sewer piping. No adjacent properties will be limited from access.

#### **Otto Street Road Closure:**

We are proposing a portion of Otto be closed for a full road closure. This closure is for the installation of a gas line extension. No adjacent properties will be limited from access.

#### N. Railroad Ave. Single Lane Closure:

This plan is being submitted only as a back-up to the full road closure traffic control plan. We feel that a full road closure will allow for a more efficient workflow. This should also reduce the impact and overall inconvenience to the residents of Ridgway.

Respectfully submitted,

Skip Huston Construction, Inc.

Thank you for your consideration of these traffic control plans.



Utility Permit #\_

\*All work shall be performed in accordance SKIP HUSTON CONSTRUCTION INC. with the 2009 version of the MUTCD\* Expiration date N REMORE & **Boogle Earth** Date: 9/15/2024 Author: David Allison Project: Laura St. Extension - Ridgway, CO. NOT TO SCALE Comments: SIGNATURE BLOCK: - Full Road Closure on a section of N. Railroad St. between Permitee STRIPE N. Laura St. and River Park Dr. Contractor\_\_\_\_\_ Detour onto Kismet St.
 No Flaggers anticipated
 Reflective Devices used 4



## AGENDA ITEM #8



То:	Town of Ridgway Mayor and Town Council
Cc:	Preston Neill, <i>Ridgway Town Manager</i> Angie Kemp, AICP, <i>Ridgway Town Planner</i>
From:	TJ Dlubac, AICP, <i>CPS, Contracted Town Planner</i> Max Garcia, AICP, <i>CPS</i>
Date:	October 4, 2024
Subject:	Second Reading of Ordinance No. 04-2024 amending Parking Standards within the Ridgway Municipal Code.

#### BACKGROUND

Following the 2023 updates to the Ridgway Municipal Code ("RMC"), a number of subsequent updates to the RMC were suggested. Evaluating the Town's parking standards was chosen as one project to pursue in calendar year 2024.

Ridgway has determined that updating parking standards is a potential solution to improve the transportation infrastructure related to site development while aligning the parking requirements with the desires of the Town. The objective of this project was to evaluate the current language, reduce the amount of parking required for various development types, and recommend potential policy changes based off best practices and prior parking assessments. Over the past year, Community Planning Strategies (CPS), town staff, and the Planning Commission have been drafting, evaluating, and revising proposed amendments to the parking standards within the Town limits.

At the January 30, 2024, Planning Commission meeting, Community Planning Strategies and Planning Commission kicked off the 2024 Land Development Code Update project. At the end of that discussion, the direction given to CPS was to broadly research parking regulations and bring that research back to the Planning Commission. This research resulted in multiple meetings to discuss and evaluate the proposed language.

The overall intent of these amendments was to allow the market opportunities to comply with minimum provisions while also being able to meet the needs of their patrons. These provisions seek to not remove any requirement for off-street parking, but to provide a variety of options for property owners and business owners to meet the requirements that are aligned with the Town's vision. Specifically, the following concepts were instrumental in the development of this language:

- 1. The Town desires for visitors and residents to park once and patron a variety of establishments. These parking spaces may be on-street parking spaces or on private property.
- 2. The Town desires increased use of bicycling, walking, and transit as a complete multi-modal transportation network.
- 3. Providing off-street surface parking reduces the amount of land area available for revenue generating square footage in commercial and industrial areas.
- Requiring excessive off-street parking unnecessarily increases the costs of developing all types of uses.

While the Town has existing parking standards, the provisions of Section 7-4-6(M) of the RMC have numerous potential adjustments based on the evaluation.

*Town of Ridgway Parking Standards Staff Report October 4, 2024 Page 2 of 6* 

#### MEETINGS AND INPUT

Since the project kicked off in January, several meetings have been held. The table below identifies the meetings held and summarizes the topics discussed:

January 26, 2024	Project kickoff with Planning Commission. Identified Parking requirements as one of the four projects to complete first. PC provided direction to prepare research to present at the next meeting.
February 23, 2024	Discussed best practices research and developed strategy for code update. PC directed CPS to begin preparing a draft of updated code regulations.
March 26 ,2024	Edited and updated the draft based on the PC discussion.
April 30, 2024	Reviewed code draft with PC evaluated parking requirement scenarios.
May 29, 2024	Edited and updated the draft based on the discussion.
June 25, 2024	Edited and updated the draft based on the discussion. PC provided direction to finalize document and prepare for public hearing.
July 30, 2024	Discussed minor updates. PC provided direction to set the hearing for August.
August 29, 2024	Held a hearing on the proposed changes and recommended approval to Town Council.

#### **PROPOSED UPDATES AND ANALYSIS**

Below is a summary of the changes to the parking standards, based on Planning Commission input, since the beginning of this 2024 code update.

These are all reflected in the proposed language in the attached Ordinance.

- a) <u>Overall reduced and simplified parking requirements in the use table.</u> (See Sec. 7-4-6(M)(1)) This will reduce the burden of providing off-street parking, provide site plan flexibility, and reduce the cost of development.
- b) Added stacking requirements for specific uses. (See Sec. 7-4-6(M)(1))

Introducing stacking requirements for specific uses will ensure sites have safe and well-organized vehicle circulation. This is now part of the off-street parking requirements table. Standards for staking spaces are provided in Sec. 7-4-6(M)(5).

c) <u>Introduced a new section on shared parking plans, including requirements and provisions.</u> (See Sec. 7-4-6(M)(3))

In addition to reducing parking requirements for uses, this provision adds a layer of flexibility to allow developers to communicate with nearby businesses and property owners to spread out parking if on-site parking is not feasible.

d) <u>Expanded existing bicycle parking requirements.</u> (See Sec. 7-4-6(M)(7))

This section requires a minimum number of bicycle parking spaces to be provided when the property is located within 2,000 feet of the river trail, another designated trail, transit station, or bus stop.

e) <u>Introduced a new section on minimum "EV-Ready" electrical vehicle parking.</u> (See Sec. 7-4-6(M)(8)) Electric vehicles have become widely available in recent years, and it is anticipated that the use of electric vehicles will continue to grow. The intent of this amendment is to require all developments which require 15 or more parking spaces to provide a minimum number of EV Ready spaces. If EV Ready spaces are not provided, a fee-in-lieu would have to be paid. This fee has not yet been established, but will be added to the Town's fee schedule.



*Town of Ridgway Parking Standards Staff Report October 4, 2024 Page 3 of 6* 

Furthermore, a minor amendment was made to this section to clarify the intent. The second sentence of Sec. 7-4-6(M)(8)(c) states that EV Ready spaces are strongly encouraged. This conflicts with the rest of the section where it states that EV Ready spaces are required. This sentence was removed for Town Council's consideration.

f) <u>Added a separate section for overall parking reductions and modified existing reductions, based on</u> <u>zoning districts.</u> (See Sec. 7-4-6(M)(9))

This section provides a variety of avenues for property owners and business owners to reduce the amount of parking spaces required to be provided on-site by meeting the standards in alternative ways. This section also provides reductions specific to various zoning districts where reduced or amended parking standards better align with the purpose and intent of the zoning district.

g) Added handicap accessible parking standards, compliant with ADA standards. (See Sec. 7-4-6(M)(10))

This is required by federal law and provides disabled individuals with accessible, on-site parking.

#### PUBLIC COMMENTS AND NOTICE

The public meeting has been noticed in accordance with Sec. 7-1-5 of the RMC. As of the date of this staff report, no additional public comments have been received.

#### **PLANNING COMMISSION RECOMMENDATION**

At their public hearing on August 27, 2024, the Town of Ridgway Planning Commission recommended approval of Ordinance No. 04-2024. The motion passed unanimously.

#### FIRST READING - SEPTEMBER 10, 2024

The Town Council approved Ordinance No. 04-2024 on first reading on September 10, 2024. At this meeting, the Town Council also requested that staff look at how this ordinance may impact areas of Town that are considered congested and provide this information to the Council for consideration at the second reading.

Based on this direction from Town Council, town staff evaluated four general areas of the Town limits to understand how these proposed changes may impact the congestion of these areas in the future.

#### LE RANCH SUBDIVISION

This is a small subdivision and PUD which consists of 20 single-family home lots on a hammer-head cul-de-sac road network. The lots are relatively small, but all but two lots are developed and occupied. Homes in this neighborhood have individual driveways and garages. All homes appear to accommodate at least two off-street parking spaces.

<u>Potential Impact of Proposed Standards</u>: Based on the proposed standards, there appears to be limited impact on this neighborhood because most of the lots are already developed and the development pattern in this subdivision would suggest that the remaining lots would also include a private driveway and a garage – adequate to adequate to accommodate at least two off-street parking spaces. Since the subdivision is mostly built out, it is unlikely that the remaining properties would develop in an uncharacteristic manner. One area which may contribute to excessive on-street parking in the Le Ranch Subdivision is if additional ADUs were permitted and if adequate off-street parking was not provided for these ADUs. Even so, this would be a small percentage of cars parked on the street and, based on road design standards, while it may make maneuvering circulating more challenging, it does not appear that it might have a significant impact on the overall congestion in the neighborhood.



*Town of Ridgway Parking Standards Staff Report October 4, 2024 Page 4 of 6* 

#### HB ZONE DISTRICT:

The HB Zone District, generally described as the commercial areas between Charles St. to the north and Moffat St. to the south and Laura St. to the west and Railroad St. to the east. The actual areas is indicated in the orange area in Figure 1. The character of this area is generally commercial land uses and the public streets have been improved in recent years to designate on-street parking. This area is intended to be a commercial area and adequate "convenient" parking appears to be available within close proximity of all establishments. This is confirmed by the 2018 parking assessment.

**Potential Impact of Proposed Standards**. Based on the existing conditions and the availability of vacant properties in this area, there appears to be no significant impact since parking needs are currently being met within a convenient distance of downtown establishments. Furthermore, the proposed changes do not significantly alter the current standards applicable to this area.



Figure 1: HB Zone District

#### HR ZONE DISTRICT:

The Historic Residential district is located in two general areas of town and the desired land use patterns are to support smaller lot single family homes within the original, historic street grid of the Town. These areas of town have alleys suitable for access and older homes access alleys while the front of homes face the main street. By requiring parking off-street in this neighborhood, the result has been larger lots than may be required so that either a driveway or alley accessed driveway/garage could provide the required parking.

<u>Potential Impact of Proposed Standards</u>: The proposed standards would significantly change the parking requirements to this area since currently, all parking



Figure 2: HR Zone District

must be provided off-street. If adopted, the proposed standards would permit off-street parking requirements for single-family homes and duplexes to be provided on-street. However, these areas of town are characteristic of wide streets where on-street parking is consistent with the historic character and would not impact the congestion in a significant matter except where there may be a time focused land use where traffic spikes occur such a school or day care. These impacts, however, are short in duration and predictable in time. Therefore, a sustained negative impact would not be anticipated. Allowing the public streets to increasingly provide for parking would allow properties to have more functional square footage.



*Town of Ridgway Parking Standards Staff Report October 4, 2024 Page 5 of 6* 

#### **INDUSTRIAL PARK:**

The industrial park adjacent to Cora St, south of Railroad St and north of Otto St. is a neighborhood that experiences a lot of on-street parking which makes traveling through this corridor difficult at time. Since most of the lots are already developed, future development potential will have minimum impact on the parking situation. Currently, all projects require off-street parking based on the proposed Use.

<u>Potential Impact of Proposed Standards</u>: In the proposed amendments, off-street parking will still need to be met. The most significant difference as it relates to parking is that a site plan will need to be submitted for these uses in the future which will need to demonstrate compliance with the parking standards. Of note, the proposed



Figure 3: Industrial Park

amendments do not eliminate parking all together; rather, it allows for increased flexibility in where and how parking is provided. Compliance, either on-site, on-street, or via a shared parking plan would have to be submitted as part of the Site Plan.

#### **APPROVAL CRITERIA**

The Town Council may approve of the proposed updates on second reading upon finding that the following criteria, set forth in RMC §7-4-3(D)(3), have been satisfied:

- (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 recommends the Town Council approve Ordinance No. 04-2024, an Ordinance of the Town of Ridgway, Colorado, amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code regarding parking standards, on second reading.

#### **Recommended Motion:**

"I move to approve Ordinance No. 04-2024, an Ordinance of the Town of Ridgway, Colorado, amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code regarding parking standards, on second reading, finding that the criteria set forth in RMC §7-4-3(D)(3) have been met."

#### **Alternative motions:**

#### Approval with conditions:

"I move to approve Ordinance No. 04-2024, an Ordinance of the Town of Ridgway, Colorado, amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code regarding parking standards, on second reading, finding that the criteria set forth in RMC §7-4-3(D)(3) have been met with the following conditions:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_



*Town of Ridgway Parking Standards Staff Report October 4, 2024 Page 6 of 6* 

#### Denial:

"I move to deny Ordinance No. 04-2024, an Ordinance of the Town of Ridgway, Colorado, amending Section 7-4 "Zoning Regulations" of the Ridgway Municipal Code regarding parking standards, finding that the criteria set forth in RMC {7-4-3(D)(3) have not been met."

#### **ATTACHMENTS:**

- 1. Ordinance No. 04-2024
- 2. Parking Standards clean version



#### TOWN OF RIDGWAY, COLORADO ORDINANCE NO. 04-2024

#### AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO AMENDING SECTION 7-4 "ZONING REGULATIONS" OF THE RIDGWAY MUNICIPAL CODE REGARDING PARKING STANDARDS

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 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 modifications to the Town's parking standards are necessary, and has made substantial efforts to evaluate the current parking standards against best practices and existing assessments of parking in Town; and

WHEREAS, the trend in parking requirements has been to reduce them and allow for shared parking opportunities which encourage visitors to park once and walk to multiple establishments or events; and

WHEREAS, best practices for parking requirements suggested evaluating minimum required parking standards, emphasizing transit-oriented development as a long-term solution, and addressing affordable housing barriers; and

WHEREAS, adjusting off-street parking requirements can encourage new businesses to operate within existing buildings, preserving the architectural character of existing buildings and community; and

WHEREAS, reduced and flexible parking requirements can promote business development and a shift towards sustainable transportation methods that will, in turn, promote economic vitality; and

WHEREAS, modifications to the Town's parking standards will help advance **POLICY GRO-5.4: PARKING REQUIREMENTS** in the Town of Ridgway Master Plan, which reads, "Support the use of shared parking, on-street parking, and other strategies to maximize the use of available resources and support local business"; and

WHEREAS, Town staff, in consultation with and the consultant team provided public engagement opportunities, held a number of discussions with the Ridgway Planning Commission, and received recommendations from the Planning Commission; and

**WHEREAS,** on August 27, 2024, the Ridgway Planning Commission held a public hearing to discuss amending RMC Chapter 7 to address zoning regulations and parking standards, with the Planning Commission recommending approval of amendment to RMC 7-6-4(M); 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, THERFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO the following:

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

**Section 2.** Amendment of Subsection (M) of Section 7-4-6 "Parking Standards". Subsection (M) of Section 7-4-6 of the Ridgway Municipal Code is hereby amended to read as set forth in *Exhibit A*.

**Section 3.** 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 4.** 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 5.** 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 6.** 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 7. 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 in force 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 body.

**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 11, 2024 and setting such public hearing for October 9, 2024 at Ridgway Town Hall, located at 201 N. Railroad Street, Ridgway, Colorado.

BY:

ATTEST:

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

ADOPTED on October 9, 2024.

BY:

John Clark, Mayor

APPROVED AS TO FORM:

Pam Kraft, Town Clerk

Bo James Nerlin, Town Attorney

#### (M) Parking Standards

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

Use	Required parking spaces	Required Stacking spaces
Dwelling Units	Single-Family and Duplex Dwelling Units: 2 spaces per dwelling unit; one (1) required parking space may be permitted on-street.	
	All Other Residential: 1 space per dwelling unit; the one (1) space may be permitted on-street.	
Healthcare Facilities	1 space per 750 square feet	
Pharmacies	No off-street parking requirement	Minimum of two (2) stacking spaces before the drive up window.
Restaurants	1 space per 200 sq. ft. gross floor area	Minimum of six (6) stacking spaces before the drive up window.
Hotels and Motels	1 space per one (1) guest rooms	Minimum of four (4) stacking spaces before the drop off space.
Gas stations	No off-street parking requirement.	Minimum of one (1) stacking space before each fuel station.
Community Center	No off-street parking requirement	
Nursing Homes	1 space per 750 square feet or 1 space per employee on the shift with the highest quantity of employees.	
Office	1 space per 600 sq. ft. gross floor area	
Retail Establishments	1 space per 500 sq. ft. gross floor area	Minimum of four (4) stacking spaces before the drive-up window, if applicable.
Day Care Facilities not qualifying as an accessory use	No off-street parking requirement	Minimum of four (4) stacking spaces before the drop off zone.
Educational Facility, Elementary	2 spaces per classroom	Minimum of five (5) stacking spaces before the drop off space
Educational facility, Middle and High school	1 space per two (2) students and one (1) faculty member.	Minimum of four (4) stacking spaces before the drop off space
All other uses	1 space per 700 sq. ft. gross floor area	Minimum of one (1) stacking spaces before the drive up window, if applicable.

- (2) For purposes of this Subsection, "gross floor area" is the heated square footage of a building measured along the outside enclosing walls, excluding interior parking areas and outdoor common areas.
- (3) Shared Parking Plan. The purpose of the shared parking plan and the subsequent regulations is to efficiently utilize parking resources amongst multiple properties and users while adequately meeting parking demand at peak hours or during special events. Applicants wishing to use shared parking as a means to satisfy off-street parking requirements shall submit a shared parking plan in accordance with this section.
  - (a) Shared parking standards.
    - (i) Shared parking plan required. A shared parking plan shall be required for the following:
      - a. All proposed developments, except for single-family or duplex dwelling units, that intend to utilize off-site parking spaces. Such plan may request to eliminate all or a percentage of the required off-street parking spaces being provided on the subject property.
      - b. Major special events, as determined by the Town Manager or designee, that will have a significant impact on traffic circulation within town limits.

- c. The applicant is requesting to utilize existing on-street parking to meet off-street parking requirements which isn't otherwise authorized by this section.
- *(ii)* Shared parking plan provisions. The proposed shared parking plan shall address each of the following provisions.
  - a. Off-site shared parking. Provide the location of the off-site parking spaces, quantity of parking spaces, and the current physical condition of the area to be used for off-site parking.
    - i. If the off-site parking spaces are fulfilling the required off-street parking needs of another use or property, the plan shall also provide a schedule of peak demand for each use utilizing the parking spaces.
    - ii. Submit a written narrative describing adjacent land uses to the off-site parking location, potential negative impacts of increased parking on the off-site location, and proposed strategies to mitigate negative effects.
  - b. Shared Parking Agreement. In the case of off-site shared parking for proposed uses where the targeted off-site lot is owned by others, a written agreement between the town, the owner of the property where the off-site parking is being proposed, and the owner of the property seeking the use of off-site parking shall be entered into.
    - i. The agreement shall be recorded with Ouray County Clerk and Recorder, unless the agreement is for temporary uses, such as a special event.
    - ii. The agreement shall provide details of continued maintenance and the owner's responsibility for off-site parking spaces.
  - c. Pedestrian movement. Describe the intended pedestrian movement from off-site parking locations to the property or establishment served by those spaces.
    - i. Shared parking that is located across Highway 62 or Highway 550 shall be located within two (2) blocks of an existing crosswalk or a grade separated pedestrian connection to cross the highway.
  - d. Neighborhood partnership. Proposed developments that intend to utilize shared parking are encouraged to form partnerships within the community.
    - i. The shared parking plan shall identify all businesses and organizations that utilize the parking resources.
    - ii. For special events, the shared parking plan shall detail methods of reliance on public transportation.
    - iii. For permanent uses, off-site parking spaces located adjacent to residential uses shall provide a minimum of five (5) foot buffer with an opaque six (6) foot tall fence or landscaping along all shared boundaries.
  - e. Peak hours. The shared parking plan shall provide operating hours for each specified use. If public transit is to be utilized for temporary uses, then a description of route schedule and stop locations are required.
    - i. The shared parking plan shall describe usage of off-site parking for specified for the following time periods:
      - 1. Monday to Friday 8 AM to 5 PM.
      - 2. Monday to Friday 5 PM to 12:00 AM
      - 3. Monday to Friday 12 AM to 8AM
      - 4. Saturday to Sunday 8 AM to 5 PM
      - 5. Saturday to Sunday 5 PM to 12 AM

- 6. Saturday to Sunday 12 AM to 8 AM
- (4) On-street parking.
  - (a) Except as otherwise allowed in this Chapter, on-street parking spaces are not allowed to be used to satisfy off-street parking requirements.
  - (b) The Town Manager or their designee may approve on-street parking spaces within onehundred (100) feet of the subject property to count towards required off-street parking.
- (5) Vehicle Stacking. Nonresidential uses that provide drive-through facilities are required to provide spaces for vehicles waiting in line.
  - (a) Stacking spaces shall be a separate aisle from parking lot circulation.
  - (b) Stacking spaces shall be located in a manner that prevents any stacked vehicle from extending onto the public right-of-way, interfering with pedestrian and vehicle circulation, or preventing ingress to or egress from the property.
  - (c) Required stacking spaces shall be a minimum nine (9) feet wide and twenty (20) feet in length.
  - (d) Drive-through aisles shall be distinctively marked or delineated.
  - (e) Stacking spaces shall not count towards the minimum required parking spaces.
- (6) Parking plan requirements. In instances where a Site Plan is required, the submittal shall include details of all proposed parking facilities. The Site Plan must contain the following information:
  - (a) Parking spaces shall be sized and designed in accordance with standard Town specifications and shall be a minimum of eight (8) feet by twenty (20) feet in size. The parking space size may be modified to provide parking for alternative modes of transportation with approval from the Town Manager or their designee.
  - (b) Site Plan shall provide sufficient off-street space to allow an automobile to enter, maneuver, and exit without backing onto any public street. Backing onto alleyways is permissible except where otherwise prohibited by plat note.
  - (c) The quantity and location of parking spaces, including drop off zones, electric vehicle charging spaces, stacking spaces, and drive-through circulation, as applicable.
  - (d) Type of surface materials and treatment for parking aisles and parking spaces.
  - (e) Traffic directional arrows, signage, and markings.
- (7) Bicycle parking.
  - (a) Bicycle parking as set forth in subsection 7-4-6(M)(7) shall be required for all nonresidential uses, fourplex dwellings, and multiple family dwellings.
    - (i) A minimum of two (2) bicycle spaces or the quantity of bicycle spaces equivalent to ten (10) percent of required parking spaces shall be provided when either of the following circumstances are met:
      - a. The property is located within 2,000 feet of the Uncompany RiverWay Trail or other designated trails.
      - b. The property is located within 2,000 feet of a transit station or designated transit bus.
    - (ii) For all other locations, bicycle parking is optional and may be used to reduce the required number of parking spaces.
  - (b) Design Standards.
    - (i) The required bicycle rack type shall be able to support two (2) bicycle parking spaces.

- (ii) Parking for bicycles shall be provided on-site, and bicycle parking areas shall be located as near to the building or facility entrance as possible but not more than one hundred (100) feet away and shall not interfere with pedestrian or vehicular traffic.
- (iii) When applicable, bicycle parking areas should utilize already existing weather protected areas such as building overhangs.
- (iv) If bicycle and automobile parking areas or accessways abut each other, a physical barrier between the bicycle parking area and the automobile parking or drive areas shall be provided to prevent the possibility of bicycle-motor vehicle collisions.
- (8) Electric Vehicle Parking. Electric vehicle parking shall be provided for all new developments.
  - (a) Electric vehicle parking may count towards the required off-street parking space at a rate of one-to-one.
  - (b) Electric vehicle supply equipment (EVSE) The installation of EVSE shall meet the National Electrical Code. Equipment mounted on pedestals, lighting posts, bollards, or other devices for on-street charging stations shall be designed and located as to not impede pedestrian or vehicle travel or create hazards within the right-of-way.
  - (c) Any new development with fifteen (15) or more required parking spaces shall provide EV-Ready spaces pursuant to table T-4.6, EV Parking Required, below. EV Ready spaces have the electrical capacity necessary to accommodate the future hardwire installation of Level-2 electric vehicle charging stations.

Table T-4.6 EV Parking Required.

Designated parking Number of EV-ready spaces for project required.	
15 to 35	1
36 to 65	2
66 to 90	3
91+	3, plus 1 space per 25 additional provided spaces.

- (d) Electric vehicle spaces not provided at time of site plan approval shall pay a fee-in-lieu for each required electric vehicle parking space. The fee for each required electric vehicle space is established, pursuant to the Town's adopted fee schedule.
- (9) Parking reductions. The purpose of the parking reductions is to provide further flexibility to developments, redistribute the required parking, and support transportation alternatives amongst the Town.
  - (a) Parking reductions overall. The Town Manager or their designee may grant a parking reduction up to fifty (50) percent of the required parking spaces.
    - (i) Parking reductions may only be granted if the proposed reduction will not result in spillover parking into public roads and will not adversely affect traffic circulation.
    - (ii) Only the following parking reductions may be allowed unless otherwise permitted by this code.
      - a. One (1) vehicular space for every two (2) bicycle parking spaces in addition to required bicycle parking.
      - b. The Town Manager or their designee may reduce the number of required off-street parking spaces on property located within 500 feet of a transit bus stop with a headway of one-hour or less.
      - c. One (1) vehicular parking space for every two (2) motorcycle spaces.

- d. The Town Manager or their designee may reduce the number of required off-street parking spaces for existing buildings that are designated historic locations or have existed greater than or equal 75 years by up to fifty (50) percent.
  - i. The building(s) may not be drastically renovated so that its building character is no longer like the original structure to qualify for the parking reduction.
- (b) Parking standards for zoning districts. The following sections set forth standards that are applicable to specific zoning districts and apply in addition to all standards and provisions of this Section.
  - (i) Parking standards specific to the DS District. Businesses shall be credited with half parking space for every designated on-street parking space adjacent to the business and in accordance with Town specifications. No parking shall be allowed on alleys or on Highway 62 (Sherman Street).
  - (ii) Parking standards specific to the HR District. Single-family and duplex dwelling uses may utilize on-street parking to meet all parking requirements without a shared parking plan.
  - (iii) Parking standards specific to the MR District.
    - a. Parking shall be sited to provide the least visual impact from public rights-of-way and shall not dominate the front yard of any lot or parcel.
    - b. An area used for bike racks and parking of other nonmotorized vehicles, shall be located no more than fifty (50) feet from the main entrance to the primary building(s) and shall provide a logical connection to onsite non-motorized access routes.
  - (iv) Parking standards specific to the HB District.
    - a. Nonresidential uses have no minimum parking requirement.
    - b. All proposed parking spaces shall only be accessed from an alley.
    - c. A minimum of two (2) off-street parking spaces shall be provided for residential uses.
    - d. For residential uses requiring more than two (2) spaces, a fee-in-lieu of providing these spaces may be paid at a rate of \$6,000.00 per space not provided on-site.
      - i. The monetary payment(s) shall be used to fund the acquisition or construction of public parking facilities to serve the Historic Business Zoning District. The use of these funds shall be at the sole discretion of the Town.
  - (v) Parking standards specific to the Limited Industrial (LI) and General Industrial (GI) Districts. Parking and storage is not allowed in the front or side setbacks along any street.
- (10)Accessible Parking Spaces.
  - (a) For all uses other than single-family or duplex dwellings, accessible parking spaces shall be provided at the minimum rate consistent with Table T-4.6, Accessible Parking Requirements.
  - (b) The accessible parking shall be provided on-site.
  - (c) At least one (1) van accessible space shall be provided for every six (6) accessible spaces required.
  - (d) Accessible parking spaces shall otherwise comply with the American with Disabilities Act.

#### Table T-4.6 Accessible Parking Required.

Total Number of Off-Street         Number of Accessible Spaces           Spaces Provided         Number of Accessible Spaces	
1—25	1
26—50	2
51—75	3
76—100	4
101—150	5
151—200	6
201—300	7
301—400	8
401—500	9
501—1,000	2% of total spaces required
>1,000	20 plus 1 for each 100 over 100

# AGENDA ITEM #9



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

То:	Honorable Mayor Clark and Ridgway Town Council
From:	Preston Neill, Town Manager
Date:	October 3, 2024
Agenda Topic:	Presentation and action on Ad Hoc Review Committee's recommendation for artist and art concept for mural installation on Artspace Ridgway Space to Create Building

#### **BACKGROUND:**

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

In an effort to further advance the initiative to get a public art component installed on that exterior wall, in March 2024, the Town and Artspace put a Memorandum of Understanding (MOU) in place that lays out a scope of work and Town and Artspace responsibilities to bring the project to fruition. The MOU covers everything from the request for proposal and community engagement process, to the fundraising and financial management process, to the management of the construction of the public art component.

On June 17, 2024, the Town issued a <u>Request for Proposal</u> (RFP) seeking proposals from experienced artists for design and implementation services for a mural on the east wall of the Space to Create Building. The Town received a total of 17 proposals in response to the RFP. Per the MOU between the Town and Artspace, an Ad Hoc Review Committee was assembled and tasked with collectively reviewing the proposals and picking artists to interview. The Ad Hoc Review Committee was comprised of the following people:

- Bruce Backer
- Vanessa Backer
- Arielle Bielak
- Guthrie Castle
- John Clark

- Karen Day
- Dana Mattice (Artspace)
- Andrew Michaelson (Artspace)
- Andy Nassise
- Tera Wick

The Ad Hoc Review Committee convened on Friday, September 13, 2024 to discuss all submitted proposals and choose artists to interview. The Ad Hoc Committee reconvened on Friday, September 20, 2024 to conduct interviews.

#### **RECOMMENDATION FROM AD HOC REVIEW COMMITTEE:**

The Committee's final selection is **Yulia Avgustinovich**. Yulia's proposal and mural design can be found in Attachment 1. As identified in the MOU between the Town and Artspace, "Artspace reserves the right to make final approval or refusal of the committee selection." Artspace has already offered their approval to take the process forward with Yulia. The final step, per the MOU, is to present "the Committee's final selection in a formal meeting of the Ridgway Town Council." The RFP identified the October 9, 2024 Council meeting as the time when the Ad Hoc Review Committee's final selection would be presented to Council.



#### **NEXT STEPS:**

To make this project happen in 2025, the Town would need to reflect an expenditure in the FY 2025 Annual Budget and a work plan item in the 2025 Strategic Plan. Upon successful appropriation for the project in 2025, the Town will hold a "kick-off meeting" with the artist in early 2025. The aim is for the mural to be painted in about a three-week time frame in late May and early June, depending on weather conditions.

The Ad Hoc Review Committee requested a slightly revised design of the concept that Yulia proposed. Yulia is in the process of working up the revised design and will share that with the Town in the coming weeks. Once the modified design has been received, the Ad Hoc Review Committee will reconvene to sign off on the design.

#### FINANCIAL IMPLICATIONS:

Yulia's proposal included a total project cost of \$25,000. Artspace has provided the Town with their \$5,000 award from the *Western Colorado Community Foundation: Dave and Mary Wood Fund* to help advance the project. Staff will be recommending to Council during the FY 2025 budget process that the Town's remaining \$20,000 in Colorado Main Street Mini-Grant Funds be used for this project. Those funds must be used by June 30, 2025.

#### **RECOMMENDED MOTION:**

"I move to 1) confirm the Ad Hoc Review Committee's final selection of Yulia Avgustinovich, 2) direct staff to reflect an expenditure in the FY 2025 Annual Budget and a work plan item in the 2025 Strategic Plan to complete the *Artspace Ridgway Space to Create Building Public Art Component Project*, and 3) upon successful appropriation for the project in 2025, enter into an agreement with Yulia Avgustinovich.

#### ATTACHMENT:

Attachment 1 – Yulia Avgustinovich Mural Proposal

### ATTACHMENT 1 Yulia Avgustinovich MURAL PROPOSAL

1. My name is Yulia Avgustinovich.

I am a professional muralist and am writing to express my interest in the exterior mural project in Ridgeway, CO. I am a lifelong believer in the magic of art and how one mural can improve the atmosphere of a space, make it safer, more beautiful, and help it to thrive.

This project is personal to me, though I no longer live in Colorado; I spent 6 wonderful years there. I love the Rocky Mountains, its rivers and valleys, its cozy mountain towns, and the people who call it home. Working on the design for this project, I read a lot about the history of Ridgeway, its traditions and culture, its people, and plans for the future. After combining all that information, I created a mural design that will not only decorate the Ridgway Artspace but will coincide with the heart of the town and educate the visitors about the town of Ridgeway, the community and its core values, and the natural beauty of the area.

With my design, I strived to create timeless, original, and site-specific composition.

In my opinion, nothing symbolizes growth, hope, rebirth, and buoyancy as much as **blooming flowers**. Their cheerful and bright colors and tender petals bring the mural's onlookers life, joy, and warmth, even in the winter months.

That is why I decided that **local flora** would be one of the main themes of the mural. **Floral elements** that are commonly seen blooming in flowerbeds around town throughout the year are harmoniously embedded into the composition: peonies and dahlias, poppies and tulips, tree blossoms, coneflowers, and blue Columbine flowers. Together with the flowers, there are also representatives of local fauna: wild turkey, majestic elk, a little bunny, and a flying eagle.

Whimsical elements, large and small, colorful and realistic imagery will be intertwined with graphic black and white drawings, connecting past and present, adding diversity and richness to the composition, and making the mural interesting to look at again and again while always discovering something new. Elements of **historic architecture**, fields with bales of hay and grazing cattle, flowing rivers, mountain ranges, and the bright Colorado sun add a timeless connection of the mural to the surrounding landscape.

Each piece and element seamlessly weaves into one cohesive composition. Done in a collage-like style, the quilted and layered images encompass the area's great natural diversity, highlighting its distinctive flora and fauna and its inherent beauty.

Among the lush flowers and animals there are images of **children playing**. Everyone's closeness symbolizes the harmonious way that nature and people found each other here, allowing each other to thrive. The figures of children represent the happiness and sense of togetherness of the local community and the strength of the family.

The color palette of the mural is **bright and cheerful**. The vivid colors of the murals will help them stand out in the towns landscape and, at the same time, harmoniously coexist with the color palette of the building.

Beautifully drawn flowers and details will entice visitors to explore the intricacies, recognize familiar flowers and animals, and be inspired to appreciate their town and nature more.





#### C. Itemized all-inclusive budget in the following format:

- 1. Artist Fee: \$1,900
- 2. Labor (Mural Painting): \$8,900
- 3. Materials: \$ 2,600
- 4. Rental equipment: \$3,600
- 5. Lodging: \$4,100
- 6. Travel to and from Ridgeway: \$1,450
- 7. Insurance: \$450
- 8. Contingency: \$2,000
- 9. Total Project Cost: \$25,000

#### D. Timetable for completion:

It will take me approximately 20 days to create the mural. The timeframe depends on weather conditions.

#### E. Recommended maintenance plan:

The mural will be painted with the exterior acrylic paint of the highest quality. The manufacturer's warranty on such paint is 15 years to lifetime with proper application. If the wall with the mural gets dirty, a simple water wash is the only required maintenance.

#### F. Provide specific information regarding your experience and capabilities on similar projects.

In my public art career I created dozens of murals of similar size and scope. I have ample experience painting exterior murals, working with lifts, in various weather conditions, wall surfaces and conditions. I do extensive research before each project to find the best suitable materials and equipment that will warrant the best quality and longevity of the mural.



Symbolic Mural in Downtown Boise, ID Commissioning Entity: Alexa Rose Foundation Artist: Yulia Avgustinovich Medium: Exterior Acrylic Paint Dimensions: 80' X 130'

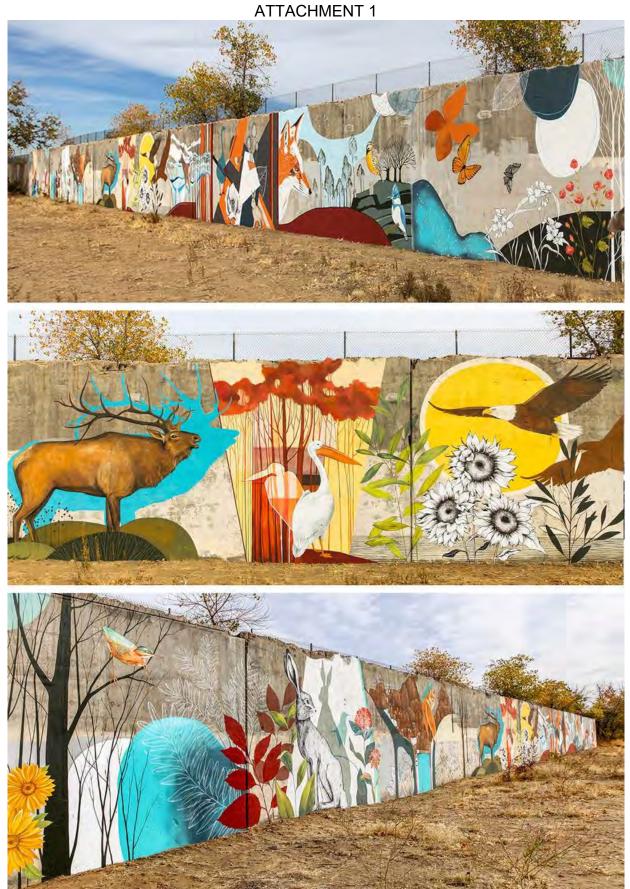
Date: May 2021 Cost: \$30,000 Contact Person: Alex Davis, contact@alexarosefoundation.net, 208-850-2663



Floral Mural on the wall of Illegal Pete's Restaurant, Denver, CO Date: August 2023 Dimensions: 12' X 130' Medium: Exterior Acrylic Paint Budget: \$23,500 Contact Person: Annie Geimer, ageims@gmail.com, 303-889-9717



Mural "The Tales of our Town", Batesville, IN Date: August - September 2021 Dimensions: 19' X 105' Medium: Acrylic Exterior paint on Aluminum Composite Panels Budget: \$20,500 Cost: \$20,000 Contact Person: Anne Raver, anneraver@gmail.com, 812-521-7569



Nature mural among the trail, Denver, CO Date: September-October 2020 Dimensions: 15' X 360' Medium: Exterior Acrylic Paint covered with anti-graffiti coating

**Budget**: \$22,5000 **Contact Person:** Monique Fair, MFair@sandcreekgreenway.org, 720-301-3976



Floral mural on the walls of the flower shop, Runnemede, NJ Date: June 2022 Dimensions: 30' X 96' Medium: Exterior Acrylic Paint Budget: \$15,000 Contact Person: Kenneth Leap, paintedwindow@comcast.net, 609-682-0456



Floral mural on the walls of the restaurant Pennyroyal Station, Mount Rainier, MD Date: May 2020 Dimensions: 30' X 96'

Medium: Exterior Acrylic Paint Budget: \$15,000 Contact Person: Joe Hicks, jthix@hotmail.com

#### G. Three professional references:

#### 1. Roberta Bloom

Public Art Coordinator City of Aurora, Department of Library and Cultural Services 14949 E. Alameda Pkwy. Aurora, CO 80012 <u>rbloom@auroragov.org</u> | <u>303-739-6747</u>

#### 2. Alex Davis

Alexa Rose Foundation, Director, Boise, Idaho www.alexarosefoundation.org <u>contact@alexarosefoundation.net</u> | 208-850-2663

 Kristen Paul Director of Destination Development Rockford Area Convention & Visitors Bureau 102 North Main Street, Rockford, IL 61101 <u>kpaul@gorockford.com</u> | 815-489-1661 | <u>gorockford.com</u>

#### H. Artist qualifications and contact information:

I've been a muralist for 20 years; I've created dozens of large-scale public art projects, handled large budgets, and managed hundreds of volunteers. My portfolio includes projects in Europe and the United States, where I've worked with architects, municipalities, schools, art funds, non-profits, and the private sector; always delivering the artwork in a timely manner and in the best quality possible.

Address: 4004 Beechwood Rd. University Park, MD Telephone: 202-390-7234 Date of Birth: 01.11.1986 Website: www.Yulia-Art.com Email: info@yulia-art.com

#### Education

1999 - 2004	<b>Belarusian College of Art</b> Graduated with honors with a specialty in art education, art history and classic painting and drawing
2005 - 2011	Saint-Petersburg Academy of Arts Graduated with honors in Monumental and Public art with a specialty in mural painting and design, fresco, mosaic, and stained glass

#### **Public art projects**

January 2024	"Connectivity", Mural on a canvas for a private client in Springfield, NE;
October 2023	"All is Well", Mural on the wall of the Tilian Apartment Complex in Caldwell, ID;
September 2023	Mural of Eastern Black Rail Bird for Audubon Society; Washington, DC;
August 2023	Floral mural on the walls of the Illegal Pete's Restaurant, East Colfax Ave in Denver, CO;
June - July 2023	Symbolic Mural on the pillars for the Shipyard Mural Project in Green Bay, WI;
June 2023	Classic Interior Mural, Los Gatos, CA
October 2022	Symbolic mural on the exterior of Town Hall Building in Landover Hills, MD;
August 2022	Floral interior mural in the office building New York, NY;
June 2022	Floral Mural for reimaging Runnemede, NJ;
November 2021	Textured Wall Art for Adams County Building, Brighton CO;
August 2021	"Tales of Our Town" Mural, Batesville IN;
July 2021	Nature Mural for CRE8IV mural festival, Rockford, IL;

May – June 2021	"Beautiful Boise" Mural, Boise ID;
April - May 2021	"Indian paintbrush flowers" and "Wonders of nature", two murals for Sage Living Complex in
	Jackson, WY;
April 2021	Floral Mural on the walls of a private residence in Denver, CO;
March 2021	British Colonial style mural in child's room, private residence Denver CO.
September 2020	Mural among the trail of the Sand Creek Regional Greenway, Denver CO;
August 2020	Floral Mural on the walls of a private house, Denver, CO;
June 2020	Floral mural on the exterior walls of a restaurant, Mount Rainier, MD;
November 2019	"Tree of Life", textured mural for, private residence in Golden, CO;
August 2019	Floral Mural for the Urban Arts Fund, Denver, CO;
July 2019	Mural on the four walls for the Aurora Fox Art Center, Aurora, CO;
June - July 2019	Mural for the Kroger Store "King Soopers", Aurora, CO;
June 2019	Exterior Mural at Vogel Plaza, City of Medford, OR;
May 2019	Exterior Mural for CRE8IV festival, Rockford, IL;
November 2018	Mural "Symbols of Colorado", Urban Arts Fund, Denver, CO;
October 2018	Mural in the tunnel, Underpass in Longmont, CO;
June 2018	Fence Art "Today is the Day" for the 40 West Art Line in Lakewood, CO;
May – June 2018	Two Ground Murals "Blooming City" and "Movement" for the 40 West Art Line in Lakewood, CO;
May 2018	Floral Exterior Mural, RINO district, Denver, CO;
April 2018	Equine Sciences Mural for Colorado State University, Fort Collins, CO;
May 2017	Farmers Market Mural "Blooming Lakewood", Lakewood, CO;
March 2017	Mural "Colorado" in recreational center, Lakewood, CO;

Yulia Avgustinovich's works are in private collections in the USA, Europe, Canada and Australia.

# AGENDA ITEM #10

#### TOWN OF RIDGWAY, COLORADO ORDER EXTENDING THE DECLARATION OF A LOCAL DISASTER IN AND FOR THE TOWN OF RIDGWAY

**WHEREAS**, the Colorado Disaster Emergency Act, C.R.S. § 24-33.5-701, et. seq. (the "Act"), provides procedures for statewide and local prevention of, preparation for, response to, and recovery from disasters; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709, a local disaster emergency may be declared unilaterally by the principal executive officer of a political subdivision; for the Town of Ridgway, Colorado (the "Town"), the principal executive officer is the Town Manager; and

**WHEREAS,** the Town Manager issued an Order Declaring a Local Disaster (the "Order") on August 14, 2024; and

**WHEREAS**, the Order was issued pursuant to the authority granted to the Town Manager, and issued with the approval and support of the Mayor for the Town; and

**WHEREAS,** on August 14, 2024, the Town Council extended the Declaration of a Local Disaster to September 12, 2024; and

**WHEREAS,** on September 11, 2024, the Town Council extended the Declaration of a Local Disaster to October 10, 2024; and

WHEREAS, the Town Council wishes to extend the Declaration of a Local Disaster; and

**WHEREAS**, pursuant to the Act, an "emergency" is an unexpected event that places life or property in danger and requires an immediate response through the use of state and community resources and procedures; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709, this Declaration activates the response and recovery aspects of any applicable disaster emergency plans and authorizes the furnishing of aid and assistance under such plans; and

**WHEREAS**, pursuant to C.R.S. § 24-33.5-709(1), the declaration of a local emergency shall not be continued beyond a period of seven (7) days or removed except by action of the governing board of the political subdivision for the Town, the Town Council; and

**WHEREAS,** pursuant to C.R.S. § 24-33.5-709(1), any order declaring, continuing, or terminating a local disaster "shall be given prompt and general publicity and shall be filed promptly with the county clerk and recorder, the [Town] clerk ... and with the office of emergency management"; and

WHEREAS, the Town has suffered from significant moisture, monsoonal events, and other hazards that have caused severe damage to public property and disruption to municipal water

supply and utility service, and the Town is suffering and has suffered a disaster emergency as defined in the Act; and

**WHEREAS,** the Town is now in need of assistance from subject matter experts and outside agencies and governments to assess, collect, and report damages that have been incurred by the municipal water system and any other critical infrastructure; and

**WHEREAS,** the Town is also in need of assistance for restoration and recovery considerations and operations, and the Town intends to work collaboratively with Ouray County to achieve all objectives, including communicating to stakeholders and members of the public.

**NOW, THEREFORE, IT IS HEREBY ORDERED** on this 9<sup>th</sup> day of October 2024, that the disaster emergency that was declared in and for the Town of Ridgway beginning on August 14, 2024, is extended to November 14, 2024, unless further extended or amended by action of the Town Council for the Town of Ridgway.

**IT IS FURTHER ORDERED** that this Declaration shall be given prompt and general publicity, filed immediately with the office of the Ouray County Emergency Manager and a copy filed with the Ouray County Clerk and Recorder, as well as to the Colorado Office of Emergency Management.

APPROVED BY THE TOWN COUNCIL ON THIS 9th DAY OF OCTOBER 2024.

John I. Clark, Mayor

ATTEST:

Pam Kraft, Town Clerk

# AGENDA ITEM #11



То:	Honorable Mayor Clark and Ridgway Town Council
From:	Preston Neill, Town Manager
Date:	October 2, 2024
Agenda Topic:	Interviews of Youth Advisory Council candidates and appointment of members

#### **ACTION BEFORE COUNCIL:**

Council is asked to interview and appoint candidates to the 2024-2025 Town of Ridgway Youth Advisory Council.

#### SUMMARY:

In July of 2020, Council approved Resolution No. 20-09 establishing the Town of Ridgway Youth Advisory Council (YAC). According to the *Town of Ridgway Youth Advisory Council Authority and Procedures*, appended to this memo as Attachment A, the Youth Advisory Council shall be composed of five high school youth and the Council shall appoint members after candidates complete an application and interview with the Council. Members shall serve one-year terms.

In order to be eligible for appointment to the YAC, candidates must 1) reside in the Town of Ridgway or attend Ridgway Secondary School, 2) be between the ages of 14 and 18 and be in high school entering the 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grade, 3) be able to commit to one year of participation, and 4) maintain at least a 2.75 GPA throughout the school year or, if GPA is below 2.75, submit a letter of recommendation from a teacher, counselor or administrator to the Town.

On August 19<sup>th</sup>, the Town began soliciting applications from area youth for appointment to the 2024-2025 YAC. The submittal deadline was October 1<sup>st</sup>.

#### CANDIDATES AND INTERVIEW PROCESS:

The Town received four applications. The following students have submitted completed Youth Advisory Council applications:

- Keira DeLuccio
- Lauren Mahlin
- Patrick Megahee
- Sophia Scranton

The information received from applicants is attached to this report as Attachment B. During Wednesday's meeting, Council will interview each applicant for a maximum of five minutes. The interview order is organized alphabetically.

#### **PROPOSED MOTION:**

"I move to appoint [candidate names] to the 2024-2025 Youth Advisory Council, with terms expiring on June 30, 2025."

#### ATTACHMENTS: Attachment A – Resolution No. 20-09 Attachment B – Applications

#### **RESOLUTION NO. 20-09**

#### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, ESTABLISHING THE TOWN OF RIDGWAY YOUTH ADVISORY COUNCIL

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

WHEREAS, many municipalities use youth advisory councils to inject fresh ideas and youth perspectives into local decision-making; and

**WHEREAS,** the Town Council recognizes youth to be a valuable resource when given the opportunity to provide public input and citizen participation in the determination of Town policies and procedures; and

**WHEREAS,** youth advisory councils can promote community service and foster a better understanding among young people of how municipal government works; and

**WHEREAS**, the Town Council recognizes that establishing a Youth Advisory Council to serve as an advisory body to the Town Council, will empower youth, will give them opportunities for input on projects, programs, and events, and will afford them opportunities to have influence and impact on issues and decisions they care about; and

WHEREAS, the Town Council desires to create a Youth Advisory Council; and

**WHEREAS,** Section 5-3 of the Ridgway Charter states that the Town Council may create any commissions and boards as it deems appropriate and specify their duties, terms and responsibilities; and

**WHEREAS,** the Town Council finds that the establishment of a Youth Advisory Council will promote the health, safety and general welfare of the Ridgway community.

NOW THEREFORE, the Ridgway Town Council hereby RESOLVES to establish the Town of Ridgway Youth Advisory Council as set forth in Exhibit A: Town of Ridgway Youth Advisory Council Authority and Procedures, attached hereto.

ADOPTED AND APPROVED this \_\_\_\_\_ day of July, 2020.

ATTEST:

John Clark, Mayor

Pam Kraft, Town Clerk

#### EXHIBIT A

#### TOWN OF RIDGWAY YOUTH ADVISORY COUNCIL AUTHORITY AND PROCEDURES

- 1. **Establishment and Goals.** There is hereby established the Town of Ridgway Youth Advisory Council (Youth Advisory Council). The goals of the Youth Advisory Council program are as follows:
  - a. To provide an opportunity for the youth of this community to acquire a greater knowledge of and appreciation for the American political system through active participation in that system.
  - b. To help the Ridgway Town Council solve the problems and accomplish the goals of this community by working directly with the representatives of the youth.
  - c. To serve the youth of this community by:
    - i. Informing the town government of the needs and wishes of the youth.
    - ii. Planning and implementing social, educational, cultural, athletic and recreational activities for the youth.
    - iii. Working with the Ridgway Town Council, Ridgway School District and other local organizations to provide new opportunities for Ridgway youth.
- 2. **Roles and Responsibilities.** The roles and responsibilities of the Youth Advisory Council are as follows:
  - a. Makes specific recommendations for youth programs and activities to town government.
  - b. Serves as a forum for the expansion of ideas, needs, concerns, and goals relating to community issues particularly as they may affect youth.
  - c. Makes recommendations to enhance the range and quality of opportunities for young people.
  - d. Enlists community-wide participation in assuming the responsibility for resolving youth concerns.
  - e. Initiates and encourages youth-driven community service projects.

- f. Performs other tasks as the Ridgway Town Council may direct.
- 3. **Membership and Term.** The Youth Advisory Council shall be composed of five high school youth. The Ridgway Town Council shall appoint members after candidates complete an application and interview with the Town Council. Members shall serve one-year terms and may reapply until they graduate from high school. Current members who meet expectations shall be given preference for reappointment year to year.
- 4. Qualification of Members. Youth Advisory Council members shall:
  - a. Reside in the Town of Ridgway or attend Ridgway Secondary School.
  - b. Be between the ages of 14 and 18 and be in high school entering the 10<sup>th</sup>, 11<sup>th</sup>, or 12<sup>th</sup> grade.
  - c. Be able to commit to one year of participation.
  - d. Maintain at least a 2.75 GPA throughout the school year or, if GPA is below 2.75, submit a letter of recommendation from a teacher, counselor or administrator to the Town.
- 5. **Quorum.** Three (3) members of the Youth Advisory Council shall constitute a quorum for the transaction of business, but in the absence of a quorum, a lesser number may adjourn any meeting to a later time or date.
- 6. **Removal from Office.** Any member of Youth Advisory Council may be removed for just cause at the pleasure of the Ridgway Town Council by a majority vote of the entire Council in office at the time the vote is taken. Just cause shall include misconduct, conduct unbecoming of a Town official, or more than two (2) unexcused absences within a twelve-month period. Prior to removal, the Ridgway Town Council shall conduct a hearing and shall provide written notice to the Youth Advisory Council member stating the grounds for removal at least three (3) days prior to the hearing.
- 7. **Officers.** The Youth Advisory Council shall select its own Mayor and Mayor Pro-Tem. The Mayor or, in the absence of the Mayor, the Mayor Pro-Tem, shall be the presiding officer of its meetings. In the absence of both the Mayor and the Mayor Pro-Tem from a meeting, the members present shall appoint a member to serve as Acting Mayor at the meeting.
- 8. **Staff.** The Town Manager, or his or her designee, shall serve as the staff of the Youth Advisory Council and shall provide for the service of a recording secretary who shall act in the capacity of secretary for the Youth Advisory Council.

- 9. **Meetings.** Youth Advisory Council members shall attend regular meetings held once a month at Ridgway Town Hall. Youth Advisory Council members may be required to attend other meetings during their terms, including Ridgway Town Council meetings or presentations to local groups or organizations.
- 10. **Appropriation Authority.** The Youth Advisory Council shall not have authority to appropriate or spend Town of Ridgway funds. The Youth Advisory Council may provide recommendations to the Town Manager and/or Ridgway Town Council with regard to any annual budget.
- 11. **Council Amendments.** The Ridgway Town Council reserves the right to amend, increase, reduce or change any or all of the powers, duties and procedures of the Youth Advisory Council.

### EXHIBIT 2

## TOWN OF RIDGWAY YOUTH ADVISORY COUNCIL APPLICATION

#### **APPLICANT INFORMATION**

Name: Keira DeLuccio
Date of Birth:
Phone:
Email:
Address:
City: <u>Ridgway</u>
ZIP Code: <u>81432</u>
School: <u>Ridgway Secondary School</u>
Grade: <u>12</u>
EMERGENCY CONTACTS
Name of parent/guardian: <u>Ken DeLuccio</u>
Email:
Relationship: <u>Father</u>
Phone:
Name of parent/guardian: <u>Jamie DeLuccio</u>

Email:

ATTACHMENT B

Relationship: Mother

Phone:

I CAN BE RESPONSIBLE FOR THE FOLLOWING (INITIAL BY EACH ONE):	INITIALS
Advise the Town Council on the issue that young people in Ridgway are facing.	KD
Attend 80% of the Youth Advisory Council meetings.	KD
Actively participate in the meetings.	KD
Maintain at least a 2.75 GPA.	KD
Be respectful of others and their ideas.	KD
Demonstrate leadership skills for other youth.	KD
Present Youth Advisory Council information to schools, organizations and committees if requested.	KD
Objectively evaluate Youth Advisory Council activities for effectiveness, value and interest to other youth.	KD
Provide ideas for other teen program activities.	KD
Stay out of trouble at school and with law enforcement.	KD

#### **APPLICANT QUESTIONS**

#### What issues in your community are you passionate about?

I feel absurdly lucky to live in Ridgway, I have watched this town put considerable effort into preservation, protection, and sustainability and it has been a constant source of inspiration to me. As I step into my future and consider the paths I would like to maintain, I return to the beautiful forests and open air of Ridgway. While my endeavors will undoubtedly take me away from this beautiful community, I know that I will return somehow. I admire the effort and care that this community puts into sustaining the beautiful natural world that is everywhere. I hope to learn more and contribute to the efforts to keep our natural environment pristine.

## What are your strengths and weaknesses in working on a team and accomplishing projects?

Working on a team gives me an opportunity to observe multiple different perspectives and compile them to make the best compromise possible. I am good at considering all sides and adding diversity to solutions to produce a satisfying result. Being decisive is definitely something I struggle with on the other hand. I spend a lot of time trying to make a decision which can be frustrating in a group/team setting, Im working on making more efficient decisions by looking at the facts that I have and trusting my instincts.

# You and another person have different opinions about an issue that is important to you – how do you handle the situation?

In this situation, I assess both sides, and see how we can find a solution that accommodates both opinions as best it can. Often a compromise makes for stronger outcomes as it relates to multiple viewpoints and takes into consideration more perspectives.

# Tell us about a time when you had a commitment at school and something else came up – how did you handle the schedule conflict?

Last year was my first year playing soccer, and our team made it all the way to the playoffs. The week of playoffs however happened to be the same as the Weehawken dance recital which I was involved in as well. To handle this issue, I communicated with my dance instructor and other coordinators of the show, and found that if we rehearsed at modified times, we could go to play offs and make it back from Denver in time to perform.

What expectations do you have about the Town of Ridg way Youth Advisory Council? Do you have any additional questions about the Council?

I am hoping that in my second year serving on the Town of Ridgway Youth Advisory Council that I continue to learn more about local and small town governments, and that I can make a difference in my community. I enjoyed being a part of the council last year, and hope to come up with new and creative ways to improve our already wonderful community!

#### SIGNATURES

# By signing below, I agree to the policies, procedures, and expectations detailed in the *Town of Ridgway Youth Advisory Council Authority and Procedures.*

Signature of applicant: <u>Keira DeLuccio</u> Date: <u>Sep-9-2024</u>

Signature of parent/guardian: \_\_\_\_Ken DeLuccio\_\_\_\_\_ Date: <u>Sep-9-2024</u>\_\_\_\_\_



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

#### EXHIBIT 2

TOWN OF RIDGWAY YOUTH ADVISORY COUNCIL
APPLICATION

#### **APPLICANT INFORMATION**

Name: lauren Mahlin
Date of Birth:
Phone:
Emai
Address:
City: Ridgway
ZIP Code: 81432
school: Kidgway Secondary School
Grade: 12-14
EMERGENCY CONTACTS
Name of parent/guardian: <u>Abbie Mahlun</u>
Email:
Relationship: MOther
Phone:

Name of parent/guardian: \_\_\_\_\_

Email: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone: \_\_\_

I CAN BE RESPONSIBLE FOR THE FOLLOWING (INITIAL BY EACH ONE):	
Advise the Town Council on the issue that young people in Ridgway are facing.	for
Attend 80% of the Youth Advisory Council meetings.	for
Actively participate in the meetings.	Im
Maintain at least a 2.75 GPA.	In
Be respectful of others and their ideas.	In
Demonstrate leadership skills for other youth.	fa
Present Youth Advisory Council information to schools, organizations and committees if requested.	Ju
Objectively evaluate Youth Advisory Council activities for effectiveness, value and interest to other youth.	Ju
Provide ideas for other teen program activities.	hu
Stay out of trouble at school and with law enforcement.	the

#### **APPLICANT QUESTIONS**

What issues in your community are you passionate about?

I am passionate about <u>community</u> involvement. Environmentalism, mendal health, community beautification, altentian to the health of the communities ecosystems, and comballing underage/unsafe drug use through education.

What are your strengths and weaknesses in working on a team and accomplishing projects?

I can be a positive leader, speak my mind and be an enthusiastic and ecouraging part of a team but I can also be somewhat stubbarn.

You and another person have different opinions about an issue that is important to you – how do you handle the situation?

I would wout to hear the entirety of their opinion, then tell thum mine, and hope we could compromise or come to a dericion which which far make after

Tell us about a time when you had a commitment at school and something else came up – how A lot of times I have commutments to my schoolwark but then It lot of filmes I have when when the first place then do most of my also have my job or extractiviculars that conflict so itry to reep an avanized schedule in the first place then do most of my tomework first tubule maintraining good communication with my other omemory first tubule maintraining good communication with my other what expectations do you have about the Town of Ridgway Youth Advisory Council? Do you have any additional questions about the Council? I hope I have a similar experience to last year where I have a voice in community querument while tearning about it and also while completing a project / having conversations that are the to things I care about.

#### SIGNATURES

By signing below, I agree to the policies, procedures, and expectations detailed in the Town of Ridgway Youth Advisory Council Authority and Procedures.

and Signature of applicant: Signature of parent/guardian?

Date: <u>8/3</u> Date: <u>8/2</u>



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### EXHIBIT 2

TOWN OF RIDGWAY YOUTH ADVISORY COUNCIL
APPLICATION

APPLICANT INFORMATION
Name: Rahice Machan
Date of Birth:
Phone:
Email:
Address
City: Programy, 10 81432
ZIP Code: 81432
School: 255
Grade:
EMERGENCY CONTACTS
Name of parent/guardian:
Email:
Relationship: Mother
Phone:
Name of parent/guardian: BEAD Megahee

# ATTACHMENT B

Email:			
Relationship:	Father		
Phone:		8	

I CAN BE RESPONSIBLE FOR THE FOLLOWING (INITIAL BY EACH ONE):	INITIALS
Advise the Town Council on the issue that young people in Ridgway are facing.	Pm
Attend 80% of the Youth Advisory Council meetings.	Pm
Actively participate in the meetings.	PM
Maintain at least a 2.75 GPA.	Pm
Be respectful of others and their ideas.	PM
Demonstrate leadership skills for other youth.	pm
Present Youth Advisory Council information to schools, organizations and committees if requested.	lm
Objectively evaluate Youth Advisory Council activities for effectiveness, value and interest to other youth.	<b>P</b> M
Provide ideas for other teen program activities.	(An
Stay out of trouble at school and with law enforcement.	PM

#### APPLICANT QUESTIONS

What issues in your community are you passionate about?

I am passionate about the parts in our Zid way community I play souce and busketbuil. I enjoy being indoors and outdoors doing sports

What are your strengths and weaknesses in working on a team and accomplishing projects?

I am a team player. I like to support others and accomplish projects by Voicing my opinion and helping others find theirs My weakness might be not alweys wanting to commit to meeting times with my busy schedule.

You and another person have different opinions about an issue that is important to you - how do you handle the situation?

liter, they give them my reasons. I do not act defensive. T

# ATTACHMENT B

Tell us about a time when you had a commitment at school and something else came up - how did you handle the schedule conflict?

I would tell the person or group that I cannot a tend why I could not be there as soon as I know. Then I would fillow up to see what I missed and what I needed to do to earth up before The next meeting. This occurs during my school, work, sports and community What events

What expectations do you have about the Town of Ridgway Youth Advisory Council? Do you have any additional questions about the Council?

Looking forward to another great year on council.

#### SIGNATURES

By signing below, I agree to the policies, procedures, and expectations detailed in the Town of Ridgway Youth Advisory Council Authority and Procedures.

Signature of applicant: \_ Signature of parent/guardian

Date: Date:

reduce or change any or all of the powers, duties and procedures of the Youth Advisory Council. ATTACHMENT B

RIDGWAY THENK OUTSIDE	TOWN HALL	PO Box 10 1	201 N. Railn	oad Street	Ridgway, Co	lorado 81432	970.626.5308	i www.town.ridgway.co.us
				EXHIB	IT 2			
		ū	R	Y A	Α	С		
			APPL	ICANT INI	ORMATIO	N		
Name:	Sophia Scra	nton						
Date of	Birth:							
Phone:								
Address	5:							
City: Ric	dgway, Co							
ZIP Cod	e: 81432							
School:	Ridgway Se	econdary Sc	hool					
Grade:	Junior							
			EME	ERGENCY	CONTACTS	5		
Name o	of parent/gu	lardian: Sus	san Scranto	on				
Email:								
Relatio	nship: Motl	her						
Phone:								

# Name of parent/guardian: Brian Scranter ACHMENT B

Email:

**Relationship: Father** 

Phone:

I CAN BE RESPONSIBLE FOR THE FOLLOWING (INITIAL BY EACH ONE):	INITIALS
Advise the Town Council on the issue that young people in Ridgway are facing.	SS
Attend 80% of the Youth Advisory Council meetings.	SS
Actively participate in the meetings.	SS
Maintain at least a 2.75 GPA.	SS
Be respectful of others and their ideas.	SS
Demonstrate leadership skills for other youth.	SS
Present Youth Advisory Council information to schools, organizations and committees if requested.	SS
Objectively evaluate Youth Advisory Council activities for effectiveness, value and interest to other youth.	SS
Provide ideas for other teen program activities.	SS
Stay out of trouble at school and with law enforcement.	SS

#### **APPLICANT QUESTIONS**

What issues in your community are you passionate about?

I think our community needs to have more involvement with our town youth. I've noticed that there aren't a lot of activities that are interesting enough for the Youth to attend, even though there is a huge population in our town. I think we need to work on getting the youth more involved.

What are your strengths and weaknesses in working on a team and accomplishing projects?

My strengths are I am very committed to the things I do, I show a lot of passion and Leadership when I am given responsibility. I like to lead, but sometimes I let my competitiveness get the best of me, which is something that I am working on.

You and another person have different opinions about a Bissue that is important to you – how do you handle the situation?

First I would listen and grasp the concept of the other person's idea, then I would respectfully state mine. Hopefully, we will be able to maturely come to a conclusion that would benefit both sides and compromise to the best of our abilities.

Tell us about a time when you had a commitment at school and something else came up – how did you handle the schedule conflict?

Being a three-sport athlete, I have faced many conflicts with leaving school early to attend games Far Away. Many of those times I have been leaving during classes where I had tests and would have to communicate with my teachers ahead of time to make sure I would be able to make up the test to maintain my grade.

What expectations do you have about the Town of Ridgway Youth Advisory Council? Do you have any additional questions about the Council?

My expectations for the town of Ridgeway are to listen to as many ideas as we can and try to get as much stuff done as possible within a short period of time. I do not have any further questions. Thank you for considering my application.

### SIGNATURES

By signing below, I agree to the policies, procedures, and expectations detailed in the *Town of Ridgway Youth Advisory Council Authority and Procedures*.

Signature of applicant: Sophia Scranton	Date: 9/20/2024
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Signature of parent/guardian: Sue Scranton Date: 9/20/2024

# AGENDA ITEM #12

#### INTERGOVERNMENTAL AGREEMENT BETWEEN TOWN OF RIDGWAY, CITY OF OURAY, AND OURAY COUNTY, ESTABLISHING AN AFFORDABLE HOUSING SERVICES ADMINISTRATOR

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

#### **Purpose of Agreement**

- A. Article XIV, Section 18(2)(A) of the Colorado Constitution, and C.R.S. § 29-20-101 enable the Parties to enter into Intergovernmental Agreements (IGA) and authorize each of the Parties to perform the functions described herein, as provided in C.R.S. § 29-20-105.
- B. Intergovernmental Agreements that provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado, are specifically authorized by C.R.S. § 29-1-203 and encouraged in order that the inhabitants of such political subdivisions may thereby secure high quality governmental services. Any such agreement shall set forth fully the purposes, powers, rights, obligations, and the responsibilities, financial and otherwise, of the contracting parties. C.R.S. § 29-1-203(2). Any such agreement may provide for the joint exercise of the function, service, or facility, including the establishment of a separate legal entity to do so. C.R.S. §29-1-203(4).
- C. C.R.S. § 29-32-105(3)(d)(II), titled "Affordable Housing Commitments," further provides, "Regional partnership is encouraged. Local governments . . . may enter into written agreements . . . that allow each jurisdiction to receive partial credit towards the local government's growth requirements for the purpose of calculating whether the local government . . . has met the requirements of subsection (1) of this section. The sum of the total units credited to the local governments . . . shall not exceed the number of units produced through the collaboration."
- D. The Parties recognize the need for fiscal, policy, legal, and administrative benefits for entering into this Agreement, and hereby want to memorialize such understanding herein, due to: (1) the limited initial supply of affordable housing within their jurisdictions; (2) the need to pool total initial baseline and housing increase numbers among all Parties with the potential for upcoming affordable housing projects that may occur sporadically as specific projects come online under Proposition 123; (3) increasing development pressures coupled with a severe lack of affordable housing for the local workforce and local community; and (4) the benefits of collaborative pooling of any available fiscal, legal, policy, and administrative expertise and resources among the Parties in furtherance of mutually beneficial affordable housing objectives.
- E. C.R.S. § 29-26-101(1)(c) further provides that, "As an initial step in fostering the establishment of affordable housing dwelling unit programs that will satisfy the housing

needs of all the residents of a particular jurisdiction, it is appropriate for the general assembly to authorize local governments to establish affordable housing dwelling unit advisory boards." This type of formal advisory board may be established by ordinance, under C.R.S. § 29-26-103(1).

F. C.R.S. § 29-26-104.5(8) provides that a multi-jurisdictional housing authority "established by contracting member governments shall, if the contract so provides, be the successor to any nonprofit corporation, agency, or other entity theretofore organized by the contracting member governments to provide the same function, service, or facility, and such authority shall be entitled to all the rights and privileges and shall assume all the obligations and liabilities of such other entity under existing contracts to which such other entity is a party."

In consideration of the covenants and conditions contained herein and the mutual benefits to be derived hereby, the Parties agree as follows.

# I. DEFINITIONS

- 1. Administrator: Affordable Housing Services Administrator
- 2. Affordable Housing: Defined in C.R.S. § 29-32-101(2), as amended.
- 3. Agreement: This Inter-Governmental Agreement.
- 4. County: Ouray County
- 5. Ouray: City of Ouray
- 6. Ridgway: Town of Ridgway
- 7. Local Government Executives: The Ouray County Manager, Ridgway Town Manager, and Ouray City Administrator, or designee(s).
- 8. Parties: County, Ouray, and Ridgway.

# II. AFFORDABLE HOUSING SERVICES ADMINISTRATOR

- 1. <u>Affordable Housing Services Administrator.</u> The Parties agree that in the interests of promoting affordable housing availability and the efficient administration of affordable housing projects and services in the unincorporated Ouray County, in the City of Ouray, and in the Town of Ridgway, this Agreement hereby creates a joint Affordable Housing Services Administrator ("Administrator"). The Administrator shall perform the duties and functions as prescribed herein and such other duties and functions as may from time to time be required by the Local Government Executives and/or the Parties' governing bodies, and as more fully described in the Administrator Scope of Work in Exhibit A, and which is fully incorporated into this Agreement. The Parties agree that the Administrator may also provide services specific to Ouray, Ridgway, or Ouray County that do not overlap with the combined affordable housing needs of the Parties, and that any such services shall be identified in the Scope of Work or a separate addendum between the Administrator and any Party or Parties.
  - a. <u>Role</u>. The Administrator is a separate non-profit entity and is not an employee of Ouray, Ridgway, or the County. The Administrator shall perform its duties under this

Agreement and the Scope of Work, as may be amended, as an independent contractor and not as an employee of the County, Ouray, or Ridgway. Neither the Administrator nor any employee of the Administrator shall be deemed to be an agent of any of the Parties, unless as specifically authorized herein. The Administrator and her/his employees are not entitled to unemployment insurance or workers' compensations benefits through the Parties, and the Parties shall not pay for or otherwise provide such coverage. The Administrator shall provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, and the Administrator shall be solely responsible for its acts and those of its employees and agents.

- b. Finances and Accounting.
  - i. *Budget*. The Administrator shall annually consult and cooperatively work with the Local Government Executives and the Parties' governing bodies, to prepare proposed budgets for the Parties relating to affordable housing services in their respective jurisdictions, and/or on a shared central basis. The Local Government Executives, upon reviewing the annual work plan and budget as presented by the Administrator, shall decide whether to recommend, modify, and/or deny the adoption of the work plan and/or budget to the Parties' governing bodies.
  - ii. Affordable Housing Funds Provided. The Administrator shall annually consult and cooperatively work with the Local Government Executives to ensure the proper care and custody of all Administrator funds, the prompt payment of all obligations of the Administrator, and the keeping of regular books of accounts showing receipts and expenditures of the Administrator. The Administrator shall render to the Local Government Executives and the Parties at their regular meetings as requested, for annual renewals, or sooner if requested, an account of Administrator transactions and also of the financial condition of the Administrator funds, in order to prepare budget requests and/or for other purposes.
  - iii. *Accounting, Payroll, and Audit.* All accounting, payroll, and audit services for the Administrator shall be performed by an independent entity or entities approved by the Local Government Executives.
  - iv. *Cost sharing*. For each fiscal year of this Agreement is in effect, the Parties shall engage in cost-sharing of one-third (1/3) per Party of Central Duties, described more fully in Exhibit A below, unless as otherwise determined in any amendment to this Agreement and/or any applicable service contract between the Parties and the Administrator. This shall include services provided under this Agreement for such normal operating expenses as guideline development, qualifying applicants, enforcement, property management, and other items as more fully described in the Operations section below and the Administrator Scope of Work in Exhibit A, as may be amended.
  - v. *Payment*. Each Party shall pay for services described herein to the Administrator, subject to the execution of a separate professional services agreement (i.e. service contract) between the Parties and the Administrator, following procurement of the Administrator. Each Party shall approve any increases to the expense budget.
  - vi. *Reconciliation*. On or before June 15 of each fiscal year, the actual Administrator operations for the immediately preceding fiscal year may be reviewed by each

Local Government Executive with the Administrator to determine any necessary final reimbursements (and therefore, necessary supplemental appropriations of monies by the Parties) as a result of any non-budget appropriation of Administrator expenditures, in excess of any specified "not-to-exceed" maximum contractual amounts. The Parties may, but are not required to, make all necessary appropriations within a reasonable time to reconcile the final appropriations of each entity.

- c. <u>Operations</u> see also, Administrator Scope of Work, Exhibit A.
  - Strategic Plan and Annual Work Plan/Budget. In the first year of this Agreement, i. the Administrator will work with the Local Government Executives to create a strategic plan defining the overall mission, vision, values, and key objectives of the Administrator. The strategic plan may be ratified by the Parties' respective governing bodies and shall be updated at least every five (5) years. Changes to the strategic plan may also be ratified by the Parties' respective governing bodies. Pursuant to the approved strategic plan, the Administrator, working with the Local Government Executives, shall prepare an annual work plan and budget that specifies goals, tasks, responsible employees or entities, timelines, and required budget for the operations of the Administrator. The annual work plan and budget shall include a summary detailing progress made in the implementation of objectives set forth in the Administrator's strategic plan, including an estimate of hours needed, and an hourly rate, for all services provided under this Agreement. The annual work plan and budget shall also include an overall not-to-exceed budget for services provided. Following the initial approval of the annual work plan by the Local Government Executives, the Administrator shall then meet with the Parties' respective governing bodies to finalize any Annual Work Plan and requested budget. The Annual Work Plan shall be presented in August for the following calendar year and shall be the basis of the Administrator and Local Government Executives' funding request to each Party's respective governing bodies. The Administrator shall provide detailed financial reporting and accounting to the Local Government Executives and to the Parties' respective governing bodies. See Scope of Work, Exhibit A.
  - ii. *Affordable Housing Guidelines*. If the Parties do not already have Affordable Housing Guidelines in place, the Administrator and Local Government Executives may develop Affordable Housing Guidelines, if necessary that apply to the administration of affordable housing services under this Agreement, subject to review by the Local Government Executives and/or Parties. If approved Guidelines already exist, the Administrator shall review the Guidelines when necessary, including updates and recommendations for changes that:
    - 1) Identify category qualifications for ownership and rental housing within Ouray, Ridgway, and/or the unincorporated property of the County for the population segments identified by the Administrator as required by existing agreements and land use regulations.
    - 2) The Local Government Executives shall review the Affordable Housing Guidelines, including deletions and additions, as submitted by the Administrator. Final approval of guideline changes shall be recommended by

the Local Government Executives, and approved, modified, or denied by the respective governing bodies of the Parties.

- 2. <u>Affordable Housing Services Administrator Selection and Immediate Contact Points.</u> The Parties hereby designate the County Manager, Ouray City Administrator, and Ridgway Town Manager, as the Local Government Executives. The Local Government Executives will be responsible for procuring the Administrator, providing support and guidance to the Administrator, and serving as a liaison between the Parties and the Administrator throughout the duration of the Administrator's term. The Local Government Executives shall be responsible for the following duties:
  - a. **<u>Request for Proposals.</u>** Following the initial effective date of this Agreement, the Local Government Executives shall confer and submit a request for proposals ("RFP") for the Affordable Housing Services Administrator. The Local Government Executives may, but are not required to, submit any proposed RFP to any Party's governing body for approval and/or other input, prior to its issuance. The RFP shall include a description of Administrator functions and duties as more fully described in the Scope of Work in Exhibit A, and shall request any proposals to submit an approximate percentage of Administrator's time spent for each sub-item (A though E) in the Scope of Work, as may be amended. The initial term for the Administrator's service contract contemplated by the Parties will be for one (1) year, which may renew for additional term(s) as described herein.
  - b. <u>Procurement, Selection, and Contracting</u>. The procurement of the Administrator shall be in accordance with the Ouray County Policy and Procedure Manual for Purchasing and Contracting. Ouray County shall issue a Request for Proposals (RFP) for Administrator Services, subject to approval of the Local Government Executives. The Local Government Executives shall review proposal(s) submitted, and recommend selection to the Parties' governing bodies. Services for the Parties shall begin upon final execution of a service contract between the Parties and the Administrator.
  - c. **<u>Program Support.</u>** During the first year, the Local Government Executives shall meet informally with the Administrator on a regular basis to provide and/or request support and guidance in program development and the administration of affordable housing services and to ensure that the goals of this Agreement are being implemented. The Local Government Executives and Parties' governing bodies shall provide additional support and guidance as needed or requested.
  - d. <u>Advice and Oversight</u>. The Local Government Executives shall reasonably and regularly monitor and review the Administrator's activities, including grant management and Proposition 123 compliance. The Local Government Executives shall have access to any information or documents necessary from the Administrator to perform its duties. The Local Government Executives and Administrator may update the Parties' governing bodies at reasonable intervals and upon the request of any Party.
- 3. <u>Term-Withdrawal.</u> The term and withdrawal provisions applicable to this Agreement are as follows:

- a. *Initial term and Renewal*. The term of this Intergovernmental Agreement shall be from the effective date hereof through December 31, 2025, and shall automatically renew for successive one-calendar-year periods thereafter, subject to the appropriation and availability of funding. As part of any annual renewal, the Parties shall specify in a writing signed by the County Manager, City of Ouray Administrator, and the Town of Ridgway Manager any mutually agreed upon modifications to this Agreement necessary to accomplish the Services identified herein, including any updated financial requirements. The deadline for any modifications shall be as soon as reasonably practicable, in accordance with the Annual Work Plan and Budget requirements in Section 1.c.i, but may also require modifications to the service contract between the Parties and the Administrator.
- b. *Withdrawal*. Any Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Parties.
- c. Notwithstanding the one-year term of this agreement, given the ability of any Party to opt out, participation in this Agreement shall not constitute a multiyear fiscal obligation.
- 4. <u>Legal Assistance</u>. The Administrator may retain independent legal counsel, as needed, for day-to-day consultation and legal advice. The Parties are not financially obligated for any legal services rendered to the Administrator, unless such obligation was approved in writing by any applicable Party, in consultation with the Parties' respective Attorney(s), and was made prior to the provision of such legal services. The Parties may, but are not required to, furnish additional legal assistance for matters that affect the Parties' rights, obligations, and duties, including but not limited to grievances, appeals, exemptions and/or exceptions authorized or determined by the Parties' governing bodies.
- 5. <u>Affordable Housing Dwelling Unit Advisory Board.</u> The Parties agree and acknowledge that the creation of an Affordable Housing Dwelling Unit Advisory Board may be a shared future potential goal and that any such jointly established advisory board may later supplement the role of the Affordable Housing Services Administrator and the Parties. Specifically, Colorado law provides, "To further the purposes of this article, as specified in section 29-26-101, the governing body of any local government may, by ordinance, establish an affordable housing dwelling unit advisory board. Any such board or similar entity in effect prior to July 1, 2001, shall continue to be in full force and effect after that date." C.R.S. § 29-26-103(1).
- 6. <u>Multi-Jurisdictional Housing Authority.</u> The Parties agree and acknowledge that the creation of a Multi-Jurisdictional Affordable Housing Authority between the Parties may be a shared future potential goal and that any such Housing Authority may be the successor-in-interest to the Administrator entity and functions specified herein, if authorized contractually and legally by the Parties. Specifically, C.R.S. § 29-26-104.5(8) provides that a multi-jurisdictional housing authority "established by contracting member governments shall, if the contract so provides, be the successor to any nonprofit corporation, agency, or other entity theretofore organized by the contracting member governments to provide the same function, service, or facility, and such authority shall be entitled to all the rights and

privileges and shall assume all the obligations and liabilities of such other entity under existing contracts to which such other entity is a party."

#### III. SPECIAL PROVISIONS

- 7. <u>Assignability.</u> This Agreement is not assignable by any party.
- 8. <u>Modification of this Agreement</u>. Except as otherwise provided herein, this Agreement may be changed or modified only in writing by an agreement approved by the Board of County Commissioners, Ouray City Council, and the Ridgway Town Council, acting separately and signed by authorized officers.
- 9. <u>Entire Agreement</u>. This Agreement contains the entire and only agreement between the Parties, and no oral statements or representations regarding this matter that are not contained in this agreement shall be of any force or effect between the Parties.
- 10. <u>Severability</u>. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.
- 11. <u>Notice</u>. Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the email addresses set forth below and by one of the following methods: 1) hand-delivery; or 2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

To: Ouray County County Manager P.O. Box C Ouray CO, 81427 <u>chunt@ourayco.gov</u> With copies to: Ouray County Attorney P.O. Box C Ouray, CO 81427 Icaselli@ourayco.gov

To: City of Ouray County \*\*FILL IN\*\* With copies to:

To: Town of Ridgway \*\*FILL IN\*\* With copies to:

12. <u>Governmental Immunity and Insurance.</u> The Parties agree and understand that each Party is relying on and does not waive, by any provision of this Agreement, the monetary

limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in these statutes and other applicable law.

- 13. <u>Current Year Obligations.</u> The Parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The Parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of either or both parties within the meaning of any constitutional or statutory debt limitation.
- 14. <u>Binding Rights and Obligations</u>. The rights and obligations of the Parties under this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- 15. <u>Waiver</u>. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
- 16. <u>No Third-Party Beneficiaries</u>. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give any person other than the Parties hereto, any right, remedy or claim, under or by reason of this Agreement.
- 17. <u>Governing Law</u>. This Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance. The courts of the State of Colorado shall have exclusive jurisdiction to resolve any disputes arising out of this agreement and venue for any action shall be in the District Court in and for Ouray County, Colorado.
- 18. <u>Dispute Resolution</u>. If a disagreement or dispute arises between the Parties, the Parties shall attempt to confer and resolve the matter informally in good faith, and then the matter shall be submitted to mediation. The mediation shall be conducted by one mediator selected by the Parties, who will share the costs equally, subject to the appropriation and availability of funds.
- 19. <u>Attorney Fees and Costs</u>. If legal action is necessary to enforce any of the provisions of this Agreement, each Party shall be responsible for their own costs, expenses, and reasonable attorney fees.
- 20. <u>Approval and Ratification.</u> This Agreement may be executed in counterparts, electronically or otherwise, which shall be fully binding upon the Parties.

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

TOWN OF RIDGWAY:	CITY OF OURAY:
John Clark, Mayor Date Signed:	Ethan Funk, Mayor Date Signed:
Attest:	Attest:
Pam Kraft, Town Clerk	Melissa Drake, City Clerk
OURAY COUNTY:	

\_

Chair, Board of County Commissioners Print Name: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Attest:

\_\_\_\_\_, Deputy Clerk

\_\_\_\_\_

AFFORDABLE HOUSING SERVICES ADMINISTRATOR SCOPE OF WORK – EXHIBIT A

<u>ADMINISTRATOR ROLE</u>. The Administrator is a separate non-profit private entity and is not an employee of Ouray, Ridgway, or the County. The Administrator shall perform its duties under this Agreement and the Scope of Work, and any additional service contract between the Parties and the Administrator, as may be amended, as an independent contractor and not as an employee of the County, Ouray, or Ridgway.

### ADMINISTRATOR DUTIES AND SERVICES

#### I. <u>FINANCES, STRATEGIC PLAN, AFFORDABLE HOUSING GUIDELINES,</u> <u>AND REPORTING</u>.

These functions are further described in Section 1, above.

- **II.** <u>CENTRAL DUTIES.</u> The Administrator shall perform the following duties and services for the Parties:
  - A) Affordable Housing Program Administration, Information, and Inventory Management
    - i. <u>"One-stop shop</u>." Serve as a local presence for homebuyers and renters to be a "one-stop shop" for affordable housing information and applications in Ouray, Ridgway, and within the unincorporated County.
      - a. Develop and maintain public website with information and resources.
    - ii. <u>Affordable Housing Program</u>
      - a. Fines and Fees. Subject to approval by the Parties the Administrator shall review the fine and/or fee schedules at least once every five (5) years, and shall submit any recommended changes to the fine and/or fee schedule to the Parties.
      - b. Buyer/Renter Qualification. Develop qualification requirements for housing projects.
    - iii. <u>Property Inventory</u>. Develop and maintain inventory of any city, county, town and/or special district property that may be suitable for Affordable Housing development.
    - iv. <u>Housing Inventory</u>. Develop and maintain inventory of all deed restrictions, ground leases, rent controls and other Affordable Housing cost control mechanisms. Identify necessary cost control measures, and other necessary contingencies or similar measures for ongoing operational and maintenance expenses for rentals.

### **B)** Deed Restriction Management and Compliance

- i. <u>Oversight.</u> Oversee the day-to-day administration of deed restrictions and guidelines.
- ii. <u>Administration</u>. Administer and/or enforce the guidelines and deed restrictions in accordance with fair housing standards and other requirements. Grant reasonable accommodations. Ongoing compliance and

verification checks and measures. Require employment verification, including third-party verification of self-employed applicants, if necessary. Work with the Parties in the event of a violation, to determine the appropriate enforcement measures and/or compliance actions. Certify business owner(s) who own a housing unit.

- <u>Exceptions, Exemptions, and Appeals</u>. Review and determine and/or recommend decisions any exceptions in the form of applications to modify deed restrictions, including permitting capital improvement requests. Review requests for exemptions, prepare an impact report, and approve or deny or recommend the same. Review any grievances with actions of the Administrator, and prepare response(s) to the same.
- iv. <u>Workforce Housing Program Management and Certification</u>. Certify essential response, health care, school district, or government personnel, and government employees.
- v. <u>Household leave of absence.</u> Review and determine whether to approve written requests for household leaves of absence.
- vi. <u>Qualification</u>. Perform application qualification screenings. Hire outside accounting expertise to evaluate household income and assets, if necessary.
- vii. <u>Lottery and Buyer Selection.</u> Oversee lottery process and point ranking system; select buyer.
- viii. <u>Sale and Resale</u>. Ensure that initial sale and/or resale processes are in accordance with the deed restriction, ground lease, or other cost control measures. Determines Maximum Sales Price (MSP).
- C) Grant assistance, application, and management. The Administrator shall assist the Parties in identifying, applying for, managing, complying with, and reporting requirements for any affordable housing grants, or specific housing initiatives. The Administrator shall also provide individuals with any relevant grant information after consultation with the Parties or Local Government Executives and as otherwise allowed by law and the applicable service contract between the Parties and the Administrator.
- **D)** Homebuyer Education. Facilitate homebuyer education classes required for first time homebuyers through Housing Resource of Western Colorado or other applicable partner(s). Host classes designed to offer prospective buyers some fundamental knowledge about the home-buying process. It could cover various topics, including budgeting, lending, down payment assistance, real estate processes, homeowners' associations, and post-purchase information. Beyond the class, the administrator could provide prospective buyers with resources designed to educate individuals interested in purchasing a home and provide specific guidance on navigating the complexities of deed-restricted properties.

#### E) Proposition 123 compliance and reporting

i. Perform or arrange for required housing needs assessments as required (every 3 years).

- ii. Assist in petitioning for higher Rural Resort AMIs (140%), or other AMI update(s).
- iii. Advise on other Proposition 123 compliance requirements, including "fast track", available at: <u>https://engagedola.org/prop-123#:~:text=Compliance,units%20by%203%25%20each%20year</u>.

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# AGENDA ITEM #13

GENER	AL FUND					
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
	BEGINNING FUND BALANCE	3,485,267	BUDGET 3,565,700		4,356,548	BUDGET 4,297,972
	#REVENUES					
ACCOUNT #	TAXES					
400GOO	Property Tax	345,788	529,856	502,397	529,356	
4001GOO	Property Tax - Bond Repayment	-66	0		,	
4002GOO	Property Tax - State Backfill		28,797	30,946	30,946	
401GOO	Penalties & Interest - Property Tax	1,297	500	510		
402GOO	Delinquent Property Tax	0	100	0		
403GOO	Sales Tax	1,685,587	1,325,000			
404GOO	Sales Tax - Food for Home Consumption	105,262	105,000	50,389		
405GOO	Sales Tax - Capital Improvement Fund	311,767	227,652	179,527		
4051GOO	Sales Tax - Cap Imprv-Food Home Consumptn	25,493	21,005			
406GOO	Penalties & Interest - Sales & Lodging Tax	22,653	20,000	,	440.007	
407GOO	Lodging Tax	139,012	200,000	50,984	113,337	
4071GOO 408GOO	Lodging Tax - Affordable Housing Fund Specific Ownership Tax	33,870	35,000	32,200 26,243	94,553 38,750	
408GOO 409GOO	Utility Franchise Tax	56,005	60,000		53,429	
409GOO 410GOO	Excise Development Tax	85,500	13,500	43,829	55,429	
410000	TOTAL	2,812,168	2,566,410		860,371	C
	INTERGOVERNMENTAL	,,	-,,	,,		
411GOO	Highway Users	66,188	60,895	40,097	68,000	
412GOO	Motor Vehicle Fees	6,880	6,000	4,194	6,000	
413GOO	Cigarette Tax	4,189	2,500	1,232	2,400	2,400
414GOO	Conservation Trust Fund (Lottery)	18,026	20,000	8,423	16,675	
415GOO	Grants - general	715,955	40,000	46,912		
416GOO	Road & Bridge Apportionment	30,058	47,743			
417GOO	Mineral Lease & Severance Taxes TOTAL	109,062 <b>950,358</b>	50,000 <b>227,138</b>		63,716 <b>156,791</b>	60,000 <b>62,400</b>
100000	LICENSES, PERMITS & FEES	4 47 700	440.000	404.005		
420GOO	Building Permits	147,728	110,000	121,895		4.000
421GOO	Liquor Licenses	6,014	3,500	,	6,434	4,600
422GOO 430GOO	Sales Tax Licenses Marijuana Facility Licenses	20,475 14,000	22,000 12,000		12,000	12,000
430GOO 423GOO	Planning Applications	4,950	5,000	7,775	12,000	12,000
424GOO	Excavation/Encroachment Permits	5,950	4,500		4,650	4,000
425GOO	Refuse Collection Fees	191,318	197,000		.,	.,
427GOO	USPS Rental Fees	8,642	8,642		8,894	9,074
428GOO	Parks, Facility & Rights of Way User Fees	4,300	6,500		6,200	6,500
429GOO	Permits - other (signs, etc)	535	1,000	550	550	1,000
431GOO	Short Term Rental Licenses	11,100	6,000	3,700	6,400	12,800
	TOTAL	415,012	376,142	283,662	45,128	49,974
	FINES & FORFEITURES					
435GOO	Court Fines	7,863	7,500	4,458	5,700	7,500
		7,863	7,500	4,458	5,700	7,500
440GOO	REIMBURSABLE FEES	81,400	65.000	49,068		
440G00 441G00	Consulting Services Reimbursement Labor & Documents Reimbursement	595	<u>65,000</u> 1,000			
442G00	Bonds & Permits Reimbursement	9,960	7,500			
442000 443G00	Mosquito Control Reimbursement	3,300 8,000	8,000		8,000	
444GOO	Administrative Reimbursement	8,384	6,000		5,000	
	TOTAL MISCELLANEOUS	108,339	87,500	59,665	8,000	(
450GOO	Donations - general (Parks & Marshal)	2,550	2,500	2,520	2,520	2,500
451GOO	Sales - other (copies, equip sales, misc)	10,427	250	35	125	250
452GOO	Credits & Refunds - general	14,460	8,500	5,062	5,164	
453GOO	Other - general (T/Clerk&Marshal fees)	2,441	1,203		1,911	2,200
454GOO	Special Events (festivals,concerts,movies)	97,591	55,000	28,163	72,711	
459GOO	Donations - FUSE Committee	7,910	6,500			
455GOO	Interest Income	178,574	35,000		247,000	
456GOO	Investment Income	12,532	5,000		13,700	
	TOTAL	326,485	113,953	169,523	343,131	4,950
	TOTAL GENERAL FUND REVENUES	4,620,225	3,378,643	2,559,346	1,419,121	124,824

GENER	AL FUND					
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	TOTAL AVAILABLE RESOURCES	8,105,492	6,944,343	6,044,613	5,775,669	4,422,796

GENER	RAL FUND			10.05		
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT	# EXPENDITURES					
	ADMINISTRATIVE SERVICES					
	PERSONNEL					
500GOO	Administrative Wages	506,694	609,667	316,710		
509GOO	Council Compensation	22,800	22,800	11,400		
510GOO	Planning Commission Compensation	17,200	17,400	8,700		
501GOO	Employer Tax Expense	42,988	49,715	25,717		
502GOO	Health Insurance	73,693	112,896	49,581		
503GOO	Retirement Fund	16,464	24,387	9,190		
504GOO	Workers Compensation Insurance	2,200	2,350	18		
	PROFESSIONAL SERVICES					
511GOO	Town Attorney	36,700	60,000	1,428	40,000	
512GOO	Auditing Services	7,250	7,500	8,000	8,000	8,000
514GOO	Consulting Services	2,176	6,500	2,502		
556GOO	IT Services	18,956	20,160	12,436	20,000	
513GOO 515GOO	Planning Consulting	79,620	105,000	59,188	40.450	
515GOO 519GOO	County Treasurer Services Contractual Services	6,910 115,046	<u>11,000</u> 145,000	11,642 61,372	12,150	
538GOO	Sales Tax On-Line Filing Services	17,396	145,000	10,997	18,700	19,000
516GOO	Refuse Collection Franchise	173,323	197,000	139,559	209,700	210,000
510000	ADMINISTRATIVE EXPENSE	175,525	157,000	100,000	200,700	210,000
520GOO	Insurance (Property & Casualty)	15,050	22,500	11,279	17,350	18,613
521GOO	Conferences, Workshops & Training	3,591	4,000	789	2,000	10,000
522GOO	Dues & Memberships	3,134	3,000	2,535	3,100	3,500
523GOO	Council/PComm - Conferences & Training	2,217	2,500	219	2,000	2,500
524GOO	Reimbursable Bonds & Permits	9,554	10,500	3,540	3,350	3,600
525GOO	Unemployment Tax (all)	2,475	2,800	1,235	1,235	
526GOO	Life Insurance (all)	528	1,500	842	1,500	1,600
527GOO	Personnel - Recruitment/Testing	2,730	4,000	3,450	3,450	3,000
536GOO	Wellness Program	13,078	23,100	6,499	16,500	
528GOO	Other - admin.	373	1,000	11	11	1,000
	OFFICE EXPENSE					
540GOO	Printing & Publishing	1,337	1,000	408	750	1,000
541GOO	Office Supplies	3,443	7,500	3,842	7,500	7,500
542GOO	Utilities	1,509	2,000	1,170	2,000	2,000
543GOO	Telephone	1,705	2,000	1,206	1,800	2,000
544GOO	Elections	3,463	2,500		87	2,500
530GOO	Computer	1,141	2,900	400	600	1,000
545GOO 546GOO	Janitorial Services Council/Commission - Materials/Equipment	3,524 961	<u>5,000</u> 1,000	3,294 1,658	5,500	<u> </u>
547G00	Records Management	901	500	1,050	0	3,000
548GOO	Office Equipment - Leases	2,447	3,200	2,013	2,890	3,200
549GOO	Office Equipment - Maintenance/Repairs	0	500	2,013	2,000	500
550GOO	Filing Fees/Recording Costs	164	500	499	525	500
551GOO	Postage - general	473	1,500	377	750	1,000
552GOO	GIS Mapping - admin	811	9,800	595	868	1,000
553GOO	Meetings & Community Events	7,598	10,000	1,422		15,000
537GOO	Bank & Misc. Fees & Charges	2,344	3,250	1,414	2,700	3,000
	COMMUNITY & ECONOMIC DEVELOPMENT					
529GOO	Tourism Promotion - Allocated from Lodging Tax	93,523	100,000	48,732	113,337	
5075GO1	Region 10	1,394	1,464	1,464	1,464	
531GOO	Community Outreach	2,754	4,000	2,124	3,500	4,000
532GOO	Creative & Main Street Programs - FUSE Committ	29,176	60,000	23,032		60,000
533GOO	Economic Development	973	2,500	1,019	1,019	2,500
535GOO	Affordable Housing	91,489	100,000	34,505		
781POO	Events and Festivals	120,900	135,000	100,836	112,000	145,000
557GOO	Grants - pass thru to other agencies	712,500	37,500	37,500	37,500	
559GOO	Regional Transportation Service	33,188	35,000	0	0	35,000
595GOO	Electric Vehicle Charging Station	3,330	3,000	2,520	5,000	5,000

GENEF	RAL FUND					
-		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	VEHICLE EXPENSE					
560GOO	Gas & Oil	482	350	79	200	350
561GOO	Vehicle Maintenance & Repair	1,088	750		0	750
	CAPITAL OUTLAY	,				
571GOO	Office Equipment Purchase	2,583	20,000	6,359	8,500	
572GOO	Property Purchase	11,991	80,000			80,000
	DEBT SERVICE	,	,	- ,		,
591GOO	RAMP Bond	118,112	119,776	9,888	119,776	116,686
	COUNCIL INITIATIVES					
5010GO1	Uncompahgre Volunteer Legal Aid	3,000	3,000	0	3,000	
5015GO1	Partners Program	1,000	1,000	1,000	1,000	
5020GO1	Colorado West Land Trust	4,000	4,000	4,000	4,000	
5025GO1	Voyager Program	9,000	10,000	10,000	10,000	
5040GO1	Other Contributions	3,361	5,000	3,654	3,654	5,000
5050GO1	KVNF Radio	1,000	1,000	0	1,000	
5060GO1	Second Chance Humane Society	8,000	8,760	0	8,760	
5065GO1	Neighbor to Neighbor Program	1,000	1,000	1,000	1,000	
5085GO1	Eco Action Partners	6,000	6,500	6,500	6,500	
5095GO1	Student Scholarship	1,000	1,500	1,500	1,500	
5100GO1	Public Art Ridgway Colorado	3,000	3,000	3,000	3,000	
5110GO1	Uncompangre Watershed Partnership	3,000	4,000	4,000	4,000	
5115GO1	George Gardner Scholarship Fund	1,000	1,000	1,000	1,000	
5120GO1	Ouray County Soccer Club	2,000	3,000	3,000	3,000	
5135GO1	Sherbino Theater	15,000	10,000	0	10,000	
5136GO1	Ouray County Food Pantry		1,000		1,000	
5137GO1	Weehawken Creative Arts	5,000	6,000	0	6,000	
5138GO1	Friends of Colorado Avalanche Info Center	3,500	3,500	3,500	3,500	
5139GO1	Ridgway Western Heritage Society		500		500	
5140GO1	Ouray Mountain Rescue Team	10,000	10,000	10,000	10,000	
5141GO1	Minerva West Performing Arts		3,000		3,000	
5142GO1	Ouray County Support & Advocacy Project		5,000		5,000	
5143GO1	Ouray County Baseball		3,000		3,000	
	SUBTOTAL COUNCIL INITIATIVES	79,861	94,760		93,414	5,000
	ADMINISTRATIVE EXPEND. SUBTOTAL	2,526,410	2,330,525	1,114,606	882,426	783,299

GENE	RAL FUND					
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT	# EXPENDITURES					
	STREETS & MAINTENANCE					
	PERSONNEL					
600GO2	Streets Wages	73,829	29,537			
601GO2	Employer Tax Expense	5,810	2,260			
602GO2	Health Insurance	17,220	7,056			
603GO2	Retirement Fund	3,038	1,181			
604GO2	Workers Compensation Insurance	3,512	2,000	0		
	ADMINISTRATIVE EXPENSE					
613GO2	Office - miscellaneous	0	500			500
621GO2	Workshops & Training	0	3,000		-	3,000
628GO2	Other - streets	1,618	500		40	500
614GO2	Consulting & Contractual Services	9,059	62,220	3,354		
615GO2	IT Services	138	155	86	126	150
	OPERATING EXPENSE					
631GO2	Maintenance & Repairs	242	5,000	37		
632GO2	Supplies & Materials	1,602	3,000	3,484		
635GO2	Gravel & Sand	18,884	25,000	15,826		50,000
636GO2	Dust Prevention (mag chloride)	36,680	38,000	43,080	43,080	44,000
637GO2	Paving & Maintenance	388	50,000	2,100	23,000	
633GO2	Tools	0	500			500
638GO2	Street & Sidewalk Lighting	4,431	6,500	3,980	5,500	7,500
639GO2	Street Signs	2,393	5,000	1,824	2,200	
634GO2	Safety Equipment	1,034	1,000	178	1,000	1,000
682GO2	Tree Trimming - Rights-of-Ways	6,073	6,000		-,	
666GO2	Landscaping - Rights-of-Ways	13,298	28,000	23,628		
663GO2	Storm Drainage	0	0	0	0	(
662GO2	Snow Removal Equipment & Services	18,717	0	0	0	(
	SHOP EXPENSE					
642GO2	Utilities	2,786	3,000		1	3,800
643GO2	Telephone	1,341	1,500	936	1,400	1,500
630GO2	Computer	900	900	600	900	900
	VEHICLE EXPENSE					
660GO2	Gas, Oil & Diesel	5,708	6,500			6,500
661GO2	Vehicle & Equip Maintenance & Repair	10,336	9,000	9,194	16,500	
	DEBT SERVICE					
	CAPITAL OUTLAY					
670GO2	Vehicle Purchase	0	0	_	-	(
671GO2	Office Equipment Purchase	100	2,000			
672GO2	Equipment Purchase	0	5,000	0	4,000	
		_				
	STREETS & MAINT. EXPEND. SUBTOTAL	239,137	304,309	139,447	113,777	119,850

GENER	RAL FUND					
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT	# EXPENDITURES					
	PARKS, FACILITIES & ENVIRONMENT					
	PERSONNEL					
700POO	Parks Maintenance Wages	68,149	72,294	44,589		
706POO	Parks Maintenance - Seasonal Wages	14,634	32,000	21,614		
701POO	Employer Tax Expense	6,487	7,978	5,057		
702POO	Health Insurance	20,139	21,168	13,595		
703POO	Retirement Fund	2,807	2,892			
704POO	Workers Compensation Insurance	3,372	3,600	1,436		
	ADMINISTRATIVE EXPENSE	- , -	- ,	,		
719POO	Contractual Services	58,687	48,000	5,260		
720POO	Insurance (Property & Casualty)	12,315	22,500		17,947	14,744
721POO	Workshops & Training	0	500		0	500
728POO	Other - parks	0	2,000	-	0	1,000
	FACILITIES		_,			.,
732PO1	Supplies - community center/town hall	7,762	5,500	3,932	4,800	5,500
742PO1	Utilities - community center/town hall	1,633	1,800		1,850	1,800
779PO1	Janitorial Services - community center	3,524	4,500		5,500	4,500
731PO1	Maintenance & Repairs - comm. center/town hall	10,258	40,000		21,500	1,000
778PO1	Decker Community Room	67,483	106,650		19,581	
782PO1	Visitor Center	2,174	0		. 0,001	
783PO1	Broadband Carrier Neutral Station	2,675	2,750		3,100	3,000
	OPERATING EXPENSE	2,010	2,100	2,120	0,100	0,000
731POO	Maintenance & Repair	5,898	17,500	757		
732POO	Supplies & Materials	22,552	30,000			
733POO	Tools	0	1,000		1,000	3,000
734POO	Safety Equipment	839	1,000		1,600	0,000
741POO	Telephone	672	1,000	<i>,</i>	750	750
742POO	Utilities	6,656	7,500		6,000	7,000
729POO	IT Services	420	475		450	.,
730POO	Computer	600	600		600	600
779POO	Janitorial Service - parks	12,779	12,000		16,000	13,000
765POO	River Corridor Maintenance & Gravel Removal	0	0	<i>.</i>	10,000	10,000
767POO	Arborist Services & Tree Maintenance	27,260	20.000	-	20,000	35,000
768POO	Mosquito Control	11,472	15,000		14,809	17,000
769POO	Weed Control	684	1,500		485	11,000
	VEHICLE EXPENSE		1,000	0	-00	
760POO	Gas & Oil	2,440	4.000	1,801	3,800	4,000
761POO	Vehicle & Equipment Maint & Repair	3,364	4,500		4,000	4,500
	CAPITAL OUTLAY	0,004	-,500	0,000	+,000	-,500
772POO	Equipment Purchase	0	35,000	28,500	28,500	
775POO	Park Improvements	25,792	135,000		46,000	
110100		25,192	155,000	0,290	40,000	
	PARKS & FACILITIES EXPEND. SUBTOTAL	403,527	660,207	233,405	218,272	115,894
		,.	,			,

GENER	AL FUND					
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT#	EXPENDITURES					
	PERSONNEL					
800GO3	Law Enforcement Wages	287,111	393,933	214,076		
807GO3	Municipal Judge	2,346	1,656	966		
808GO3	Municipal Court Clerk	4,140	4,140	2,415		
801GO3	Employer Tax Expense	24,222	30,579	16,635		
802GO3	Health Insurance	51,698	70,560	37,100		
803GO3	Retirement Fund	13,727	15,757	8,013		
804GO3	Workers Compensation Insurance	9,283	9,800	11,409		
	OFFICE EXPENSE		•			
809GO3	Law Enforcement - Coverage	21,400				
819GO3	Contractual Services	13,865	12,000	12,129	13,170	13,000
820GO3	IT Services	16,221	17,310	,	16,500	-,
822GO3	Dues & Memberships	840	850	1,060	1,060	
841GO3	Office Supplies	917	1,500	,	1,500	1,500
842GO3	Utilities	1,509	1,700		1,850	1,800
843GO3	Telephone	4,525	4,850		4,350	4,800
830GO3	Computer	2,894	3,075		4,050	5,000
849GO3	Office Equip - Maintenance/Repairs	0	100	0	.,	-,
0.0000	OPERATING EXPENSE					
832GO3	Equipment & Supplies	2,761	12,500	654	7,900	
821GO3	Conferences, Workshops & Training	3,061	4,500		3,501	5,500
883GO3	Uniforms	3,041	3,500		2,500	4,500
884GO3	Traffic & Investigations	374	2,500		1,414	2,500
886GO3	Testing & Examinations	0	1,000		1,817	1,000
828GO3	Other - law enforcement	0	1,000	0	0	1,000
885GO3	Dispatch Services	66,821	69,661	52,471	69,661	64,345
834GO3	Multi-Jurisdictional Program Participation	8,117	30,150		30,150	04,040
835G03	Community Outreach Programs	2,406	2.000		1,683	2,000
5030GO1	Juvenile Diversion	8,000	8,000	8,000	8,000	2,000
000001		0,000	0,000	0,000	0,000	
860GO3	Gas & Oil	10,574	18,000	7,131	11,500	12,500
862GO3	Radio/Radar Repair	118	2,000		572	2,000
861GO3	Vehicle Maintenance & Repair	7,049	7,500	6,456	8,000	7,500
001003		7,049	7,500	0,430	0,000	7,500
870GO3	Vehicle Purchase	0	71,308	71,334	71,334	
871GO3	Office Equipment Purchase	4,251	500		2,710	4,500
872GO3	Vehicle Leasing	4,251	500	0	2,710	4,500
		0,000				
	LAW ENFORCEMENT EXPEND. SUBTOTAL	579,870	801,929	500,259	263,222	133,445

GENERAL FUND					
	2023	2024	AS OF	ESTIMATED	2025
	ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
		BUDGET			BUDGET
TOTAL GENERAL FUND EXPENDITURES	3,748,944	4,096,970	1,987,717	1,477,697	1,152,488
TRANSFER CAPITAL PROJECT - Heritage Park Improvements					
TRANSFER CAPITAL PROJECT - Lena Street Paving Reserves					
TRANSFER CAPITAL PROJECT - Athletic Park Improvements		100,000	125,817		
TOTAL TRANS. TO CAPITAL PROJECTS	0	100,000	125,817	0	0
Tabor Emergency Reserves (3% of expenditures)		125,910		0	
ENDING GENERAL FUND BALANCE	4,356,548	2,621,463	3,931,079	4,297,972	3,270,308
Restricted for Capital Improvement Fund		0		0	0
(per GASBY 54)					

WATER	ENTERPRISE FUND					
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	1,765,925	1,730,481		2,170,721	2,077,182
ACCOUNT#			.,,		_,,	_,,.
460WOO	Water Service Charges	712,654	736,500			
461WOO 462WOO	Penalty Fees on Water Charges Transfer fees - water	4,115	<u>3,500</u> 500			
			25,000			
464WOO 463WOO	Material/Labor Reimbursement - water Tap Fees - water	22,340 386,567	25,000			
465WOO	Other - water	2,926	100			
465W00 466W00	Grants - water	2,920	100,000	,		
456WOO	Investment Income/Desgn Reserves	76,215	35,000		95,850	
4300000	TOTAL WATER FUND REVENUES	1,205,697	<u> </u>		95,850 95,850	(
	TOTAL WATER FUND REVENCES	1,205,097	500,000	021,970	33,830	
	TOTAL AVAILABLE RESOURCES	2,971,622	2,697,081	627,976	2,266,571	2,077,182
	EXPENDITURES					
	PERSONNEL					
900WOO	Water Wages	116,579	157,883	100,995		
901WOO	Employer Tax Expense	9,197	12,078			
902WOO	Health Insurance	27,221	35,280			
903WOO	Retirement Fund	4,809	6,315			
904WOO	Workers Compensation Insurance	4,003	5,000			
0041100	ADMINISTRATIVE EXPENSE	-,0-1-1	0,000	2,000		
920WOO	Insurance (Property & Casualty)	14,010	23,000	20,622	18,052	17,963
921WOO	Workshops & Training	885	3,500		1,269	11,000
919WOO	Wellness Program	1,434	2,100		2,500	
914WOO	Consulting & Engineering Services	123,427	230,000		2,000	
917WOO	IT Services	9,835	10,330		10,500	
912WOO	Auditing Services	3,625	3,750		3,750	3,750
911WOO	Legal Services	3,897	2,500		12,000	0,100
918WOO	Permits - water	0	400		350	
	OFFICE EXPENSE					
913WOO	Office - misc	462	1,000	571		
915WOO	Dues & Memberships	493	500	1,000	1,560	1,000
916WOO	Filing Fees/Recording Costs	53	150	26	52	150
942WOO	Utilities	23,724	26,000	15,947	25,000	26,000
943WOO	Telephone	1,828	2,500	1,351	2,050	2,200
930WOO	Computer	1,741	3,200	800	1,200	1,500
941WOO	Office Supplies	1,143	2,000	128	1,000	2,000
947WOO	Records Management	0	200	0	0	1,000
948WOO	Office Equipment - Leases	288	650	507	650	650
949WOO	Office Equipment - Maint & Repairs	0	250		0	250
951WOO	Postage - water	3,081	3,000	1,992	3,000	3,000
952WOO	GIS Mapping - water	1,251	9,850	907	1,000	
	OPERATING EXPENSE					
931WOO	Maintenance & Repairs	56,072	520,000			
932WOO	Supplies & Materials	59,429	90,000			
933WOO	Tools	900	3,000		1,000	
988WOO	Taps & Meters	152,344	125,000			
989WOO	Plant Expenses - water	18,150	22,000		22,000	
934WOO	Safety Equipment	1,308	1,500		2,000	
990WOO	Testing - water	5,164	8,000		6,500	8,000
987WOO	Weed Control	684	1,500		485	1,500
928WOO	Other - water	52,178	1,500	1,325	1,500	1,500
000110						
960WOO	Gas & Oil	5,827	7,500		7,500	7,50
961WOO	Vehicle & Equipment Maint & Repair	16,881	7,500	5,270	10,000	

ENTERPRISE FUND					
	2023	2024	AS OF	ESTIMATED	2025
	ACTUAL	ADOPTED	AUG 15, 2024	YR. END 2024	ADOPTED
		BUDGET			BUDGET
CAPITAL OUTLAY					
Office Equipment Purchase	400	2,000	651	1,053	
Equipment Purchase	25,119	1,668	0	0	
DEBT SERVICE					
Debt Service - CWRPDA	22,500	22,500	11,250	22,500	22,500
Debt Service - CWCB	30,918	30,918	0	30,918	30,918
Debt Service - CWRPDA (2)		15,000	0	0	
TOTAL WATER FUND EXPENDITURES	800,901	1,401,022	612,125	189,389	131,381
CAPITAL PROJECT - Water Line Replacement		50,000			
Reserved per financing agreement with CWCB		3,918			
ENDING WATER FUND BALANCE	2,170,721	1,242,141	15,851	2,077,182	1,945,801
	CAPITAL OUTLAY         Office Equipment Purchase         Equipment Purchase         DEBT SERVICE         Debt Service - CWRPDA         Debt Service - CWCB         Debt Service - CWRPDA (2)         TOTAL WATER FUND EXPENDITURES         R CAPITAL PROJECT - Water Line Replacement         Reserved per financing agreement with CWCB	2023         ACTUAL         CAPITAL OUTLAY         Office Equipment Purchase       400         Equipment Purchase       25,119         DEBT SERVICE       22,500         Debt Service - CWRPDA       22,500         Debt Service - CWCB       30,918         Debt Service - CWRPDA (2)       70TAL WATER FUND EXPENDITURES         Reserved per financing agreement with CWCB       900	20232024ACTUALADOPTEDBUDGETBUDGETCAPITAL OUTLAY0Office Equipment Purchase400Equipment Purchase25,1191,66825,119Debt Service - CWRPDA22,500Debt Service - CWCB30,91830,91830,918Debt Service - CWRPDA (2)15,000TOTAL WATER FUND EXPENDITURES800,901Reserved per financing agreement with CWCB3,918Served per financing agreement with CWCB3,918	20232024AS OFACTUALADOPTEDAUG 15, 2024BUDGETBUDGETCAPITAL OUTLAY	2023         2024         AS OF         ESTIMATED           ACTUAL         ADOPTED         AUG 15, 2024         YR. END 2024           BUDGET         BUDGET         CAPITAL OUTLAY

SEWER	ENTERPRISE FUND					
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	BEGINNING SEWER FUND BALANCE	1,227,470	1,220,300		1,746,438	1,600,104
ACCOUNT#						
	REVENUES					
460SOO	Sewer Service Charges	336,600	358,000	240,699		
461SOO	Penalty Fees on Sewer Charges	4,115	3,500	3,125		
462SOO	Transfer Fees - sewer	840	500	205		
464SOO	Material/Labor Reimbursement - sewer	17,567	3,500	2,272		
463SOO	Tap Fees - sewer	468,521	66,000	40,800		
465SOO	Other - sewer	0	100	0		
466SOO	Grants - sewer	0	0	0		
456SOO	Investment Income - Desgn Reserves	62,761	30,000	34,058	84,000	
	TOTAL SEWER FUND REVENUES	890,404	461,600	321,159	84,000	(
	TOTAL AVAILABLE RESOURCES	2,117,874	1,681,900	321,159	1,830,438	1,600,104
	EXPENDITURES					
	PERSONNEL					
900SOO	Sewer Wages	105,955	74,810	49,965		
901SOO	Employer Tax Expense	8,381	5,723			
902SOO	Health Insurance	26,866	21,168			
903SOO	Retirement Fund	3,866	2,992	1,585		
904SOO	Workers Compensation Insurance	3,962	3,400	0		
904500	ADMINISTRATIVE EXPENSE	3,902	3,400	0		
920SOO	Insurance (Property & Casualty)	12,789	23,000	15,552	15,552	17,963
921SOO	Workshops & Training	821	3,000		,	,
914SOO	Consulting & Engineering Services	28,715	136,705			
917SOO	IT Services	9,835	10,330		10,300	
912SOO	Auditing Services	3,625	3,750	3,750	3,750	
911SOO	Legal Services	335	1,000		0,100	
919SOO	Wellness Program	2,100	1,400	695	1,400	
010000	OFFICE EXPENSE	2,100	1,400	000	1,400	
913SOO	Office - misc	339	1,000	80	80	
915SOO	Dues & Memberships	408	500	350	1,000	500
916SOO	Filing Fees/Recording Costs	7	150	0	50	150
941SOO	Office Supplies	1,033	1,500	136		
942SOO	Utilities	48,667	50,000	34,722	53,000	53,000
943SOO	Telephone	2,162	2,300	1,534	2,300	2,300
930SOO	Computer	1,441	2,850	600	900	900
947SOO	Records Management	0	200	0	0	1,000
948SOO	Office Equipment - Leases	144	450	227	450	450
949SOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951SOO	Postage - sewer	2,232	2,000	1,516	2,500	2,500
952SOO	GIS Mapping - sewer	811	9,850	587	1,000	
	OPERATING EXPENSE					
931SOO	Maintenance & Repairs	15,074	65,000	17,704		
932SOO	Supplies & Materials	19,365	10,000	7,131		
933SOO	Tools	900	1,500	75	500	3,000
918SOO	Testing & Permits	7,073	15,000	4,821	10,000	15,000
928SOO	Other - sewer	1,624	0	1,175		
934SOO	Safety Equipment	1,646	1,500	1,055	1,500	1,500
987SOO	Weed Control	684	1,500	0	485	1,500
	VEHICLE EXPENSE					
960SOO	Gas & Oil	5,743	7,500	2,994	4,600	6,000
961SOO	Vehicle & Equipment Maint & Repairs	6,895	5,000	862	4,000	5,000
	CAPITAL OUTLAY					
971SOO	Office Equipment Purchase	400	2,000	531	1,052	
972SOO	Equipment Purchase	25,119	1,668		0	
978SOO	Bio-Solid Removal	6,504	150,000	0	0	
	DEBT SERVICE	-,				
996SOO	Debt Service - DOLA	15,915	15,915	0	15,915	15,91

SEWER	ENTERPRISE FUND					
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
	Reserves for Wastewater Plant Improvements		100,000	100,000	100,000	
	ENDING SEWER FUND BALANCE	1,746,438	946,989	22,009	1,600,104	1,473,176

2023         2024         AS OF         ESTIN           ACTUAL         ADOPTED         AUG. 15, 2024         YR. Ef           BEGINNING FUND BALANCE         30,576         30,561         Image: Construction of the second sec	ND 2024	2025
BUDGET       BEGINNING FUND BALANCE     30,576       BEGINNING FUND BALANCE     30,576       REVENUES     30,576       Operation & Maint. (Ballot #5A, 1996)	ND 2024	
BUDGET       BEGINNING FUND BALANCE     30,576       30,576     30,561       REVENUES     30,576       Operation & Maint. (Ballot #5A, 1996)		ADOPTED
REVENUES		BUDGET
REVENUES		
Operation & Maint. (Ballot #5A, 1996)	30,561	30,561
Operation & Maint. (Ballot #5A, 1996)		
Debt Increase (Ballot#5B, 1996)         Interest         16         15           Interest         16         15         Interest         Int		
Interest       16       15         TOTAL GID #1 REVENUES       16       15         TOTAL AVAILABLE RESOURCES       30,592       30,576         EXPENDITURES       0       0         Construction & Paving       0       0         Administration/Engineering/Legal       1,350       0         Maintenance       0       0         Chipseal/Overlay Streets       0       1,350         Highway Enhancement Projects # 3&4       0       0         Culvert & Drainage Improvements       0       1,350		
TOTAL GID #1 REVENUES       16       15         TOTAL AVAILABLE RESOURCES       30,592       30,576         EXPENDITURES       1       1         OPERATING EXPENSE       1       1         Construction & Paving       1       1         Administration/Engineering/Legal       1,350       1         Maintenance       1       1         Chipseal/Overlay Streets       1       1         Highway Enhancement Projects # 384       1       1         Culvert & Drainage Improvements       1       1         TOTAL GID #1 EXPENDITURES       0       1,350		
TOTAL AVAILABLE RESOURCES       30,592       30,576         Image: Construction & Paving       Image: Construction & Paving       Image: Construction & Paving         Administration/Engineering/Legal       1,350       Image: Construction & Paving         Maintenance       Image: Construction & Paving       Image: Construction & Paving         Chipseal/Overlay Streets       Image: Construction & Projects # 3&4       Image: Construction & Paving         TOTAL GID #1 EXPENDITURES       Image: Construction & Paving       Image: Construction & Paving         TOTAL GID #1 EXPENDITURES       Image: Construction & Paving       Image: Construction & Paving         Image: Construction & Paving       Image: Construction & Paving       Image: Construction & Paving         Image: Construction & Paving       Image: Construction & Paving       Image: Construction & Paving         Image: Construction & Paving       Image: Construction & Paving       Image: Construction & Paving         Image: Construction & Paving       Image: Construction & Paving       Image: Construction & Paving         Image: Construction & Paving       Image: Construction & Paving       Image: Construction & Paving         Image: Construction & Paving       Image: Construction & Paving       Image: Construction & Paving         Image: Construction & Paving       Image: Construction & Paving       Image: Construction & Paving      <		
EXPENDITURES       Image: Construction & Paving         OPERATING EXPENSE       Image: Construction & Paving         Administration/Engineering/Legal       1,350         Maintenance       Image: CAPITAL OUTLAY         Chipseal/Overlay Streets       Image: Capital Construction & Paving         Highway Enhancement Projects # 3&4       Image: Capital Construction & Paving         TOTAL GID #1 EXPENDITURES       0         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving         Image: Construction & Paving       Image: Capital Construction & Paving <td></td> <td></td>		
OPERATING EXPENSE          Construction & Paving          Administration/Engineering/Legal       1,350         Maintenance          CAPITAL OUTLAY          Chipseal/Overlay Streets          Highway Enhancement Projects # 3&4          Culvert & Drainage Improvements          TOTAL GID #1 EXPENDITURES       0         1       1,350	30,561	30,561
Construction & Paving       1         Administration/Engineering/Legal       1,350         Maintenance       1         CAPITAL OUTLAY       1         Chipseal/Overlay Streets       1         Highway Enhancement Projects # 3&4       1         Culvert & Drainage Improvements       1         TOTAL GID #1 EXPENDITURES       0       1,350         Image: Construction of the strength of		
Administration/Engineering/Legal       1,350         Maintenance          CAPITAL OUTLAY          Chipseal/Overlay Streets          Highway Enhancement Projects # 3&4          Culvert & Drainage Improvements          TOTAL GID #1 EXPENDITURES       0         1       1,350		
Maintenance       Image: CAPITAL OUTLAY         Chipseal/Overlay Streets       Image: Chipseal/Overlay Streets         Highway Enhancement Projects # 3&4       Image: Chipseal/Overlay Streets         Culvert & Drainage Improvements       Image: Chipseal/Overlay Streets         TOTAL GID #1 EXPENDITURES       0         Image: Chipseal/Overlay Streets       Image: Chipseal/Overlay Streets         Image: Chipseal/Overlay Streets       Imag		
CAPITAL OUTLAY       Image: Chipseal/Overlay Streets         Chipseal/Overlay Streets       Image: Chipseal/Overlay Streets         Highway Enhancement Projects # 3&4       Image: Chipseal/Overlay Streets         Culvert & Drainage Improvements       Image: Chipseal/Overlay Streets         TOTAL GID #1 EXPENDITURES       0         Image: Chipseal/Overlay Streets       Image: Chipseal/Overlay Streets         Image: Chipseal/Overlay Streets		
Chipseal/Overlay Streets		
Highway Enhancement Projects # 3&4		
Culvert & Drainage Improvements             TOTAL GID #1 EXPENDITURES         0         1,350           Image: Total Gid #1 Expenditures         Image: Total Gid #1 Expenditures         1           Image: Total Gid #1 Expenditures         0         1,350         Image: Total Gid #1 Expenditures           Image: Total Gid #1 Expenditures         0         1,350         Image: Total Gid #1 Expenditures         Image: Total Gid #1 Expenditures         1mage: Total Gid #1 Expenditures         Image: Total Gid #1 Expe		
TOTAL GID #1 EXPENDITURES         0         1,350           Image: Control of the second		
ENDING FUND BALANCE         30,592         29,226	0	0
ENDING FUND BALANCE 30,592 29,226		
	30,561	30,561

		D Drojoot	Noto Ao	oount		
CAPITA	L PROJECTS FUND - RAM					
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT	¥					
	REVENUES					
4001GOO	Property Tax					
	Transfer from restricted Cap Imprv Acc	117,712	119,776			
	TOTAL REVENUES	117,712	119,776	0	0	0
	PROJECT EXPENDITURES					
591GOO	Note Principal & Interest Payment Amt	117,712	119,776			
	TOTAL EXPENDITURES	117,712	119,776	0	0	0

CAPIT	AL PROJECTS FUND - Nor	th Lona St	root Pav	ina		
		2023	2024	AS OF	ESTIMATED	2025
			-		-	
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUN	 Г#					
	REVENUES					
2100A	Developer Contribution	-26,004				
2100B	Grant - Colorado Dept of Transportat	,				
	Town Budgeted Contribution					
	TOTAL REVENUES	-26,004	0	0	0	0
	PROJECT EXPENDITURES					
	PROJECT EXPENDITORES					
CP2100	Construction	8,723				
CP2101	Project Management & Oversite	1,480				
CP2102	Design, Survey, Engineering	1,480				
	TOTAL EXPENDITURES	11,683	0	0	0	0

CAPITA	AL PROJECTS FUND - Wate	er Line Ro	eplaceme	ent - Water F	Plant to Mot	fat Street
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT						
	REVENUES					
2200A	Loan-State Revolving Funds(CWRPDA	N)	650,000			
2200B	Grant - Energy Impact Funds (DOLA)		600,000			
	Town Contribution		50,000			
	TOTAL REVENUES		1,300,000			(
	PROJECT EXPENDITURES					
CP2200	Design and Engineering		50,000	11,011		
CP2201	Project Management & Oversite		49,800	,		
CP2202	Construction		1,200,200			
	TOTAL EXPENDITURES		1,300,000			

CAPIT	AL PROJECTS FUND - At	hletic Park	Master P	lan Impleme	entation	
		2023	2024	AS OF	ESTIMATED	2025
		ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED
			BUDGET			BUDGET
ACCOUNT						
	REVENUES					
2300A	Town Contribution		100,000		127,666	
	TOTAL REVENUES		100,000		127,666	0
	PROJECT EXPENDITURES					
CP2300	Parking Lot		100,000	125,817	127,666	
	TOTAL EXPENDITURES	0	100,000	125,817	127,666	0

CAPITAL PROJECTS FUND - Beaver Creek Diversion Project									
	2023	2024	AS OF	ESTIMATED	2025				
	ACTUAL	ADOPTED	AUG. 15, 2024	YR. END 2024	ADOPTED				
		BUDGET			BUDGET				
ACCOUNT#									
REVENUES									
Loan - CWCB (draw down up to 8M)									
Disaster Relief - State of Colorado									
Emergency Water Protection Program									
NRCS -Natural Resources Conserv Services									
TOTAL REVENUES		0			0				
PROJECT EXPENDITURES									
Loan repayment from other sources									
Engineering and Project Management									
Construction									
TOTAL EXPENDITURES	0	0	0	0	0				



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То:	Honorable Mayor Clark and Ridgway Town Council
From:	Preston Neill, Town Manager
Date:	October 2, 2024
Agenda Topic:	Review and action on funding target amount for 2025 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. Last April, Council agreed to establish the following in advance of the 2025 budget cycle:

- 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 <u>2025 Town of Ridgway Community Grant Program</u> were made available for a 45-day period starting August 1<sup>st</sup>. Applications were due on September 16<sup>th</sup>. 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" funding amounts as a percentage of General Fund Operating Expenditures.

Council Initiatives (CI)									
	2020	2021	2022	2023	2024				
CI Funding	\$54,950	\$68,700	\$63,578	\$92,894	\$102,760				
General Fund Operating Expenditures	\$3,086,682	\$3,055,060	\$3,327,706	\$4,306,598	\$4,096,970				
CI Funding as a % of General Fund Operating Expenditures	1.78%	2.25%	1.91%	2.16%	2.51%				



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Staff recommends that the not to exceed amount for the 2025 Town of Ridgway Community Grant Program equal 2% of the General Fund Operating Expenditures in the FY2024 Budget, which equates to \$82,000.

#### **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 where direction will be requested for final preparation of the FY2025 Budget.

#### **PROPOSED MOTION:**

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

#### **RESOLUTION NO. 24-10**

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, APPOINTING MEMBERS TO THE BOARD OF ADJUSTMENT

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

**WHEREAS**, the Board of Adjustment was created pursuant to Section 7-3 of the Ridgway Municipal Code ("RMC"); and

**WHEREAS**, the Board of Adjustment is charged with hearing appeal applications challenging administrative interpretations and final decisions of the Town Manager or designee; and

**WHEREAS,** RMC Section 7-3-1(C) states "the members of the Board of Adjustment and Planning Commission may be the same."; and

**WHEREAS**, the Ridgway Town Council desires to appoint the members of the Planning Commission as members of the Board of Adjustment; and

**WHEREAS,** the Town Council finds this Resolution to be in the best interest and welfare of the residents of the Town.

**NOW THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Ridgway, Colorado that the Board of Adjustment shall consist of the members of the Planning Commission.

ADOPTED AND APPROVED this \_\_\_\_\_ day of October 2024.

ATTEST:

John I. Clark, Mayor

Pam Kraft, Town Clerk



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October 1, 2024

Town of Ridgway Attention: Ridgway Town Council 201 N. Railroad Street Ridgway, CO 81432

## **RE: Ridgway Planning Commission Reappointment**

Members of Council:

I am formally reappointing Jack Petruccelli to the Planning Commission for a new term. His current term expires on November 1, 2024. His new term will expire on November 1, 2030.

Thank you for your time and attention to this matter.

Sincerely,

He A Ch

John I. Clark Mayor Town of Ridgway



## 2024 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 early May. Larvae slowed down with cool weather during mid-May and then ramped up toward the end of May with the runoff getting started. June through mid-July was an extremely busy time with high runoff. It included the highest Ridgway Reservoir level in 8 years and some heavy rain events.

#### Materials:

A biological larvicide, Valent BoiScience 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.



### Areas and Times Monitored:

As noted above, the staff focuses their attention on irrigated locations, those with livestock present, and other areas that are likely to have standing water. This year staff identified larvae around April 23<sup>rd</sup> and began treating. The attached map shows the areas that are patrolled weekly and the day each week each location is typically worked. The areas shaded in orange are the areas which most times will have abundant larval populations. Through the summer months, June through August, each of the orange areas, including the state park is treated weekly.

### 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 2024 efforts consumed about 4,000 pounds of granules. The State Park paid for their own 1,600 pounds which were applied by Town staff. This totaled about \$13,200 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. Even the State Park indicated that the evenings were generally fine. One worker at the State Park did get West Nile virus, but it is not clear where she received the mosquito bite that caused the problem.

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.

### **Conclusions:**

The Town's program to control mosquitoes in the greater Ridgway area continues to be very effective. It requires quite a bit 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!



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

#### 2024 County Report

Applications continued in 2024 at the same locations treated in 2023, and were successful. Ouray County saw a large decrease in the population of Spotted Knapweed on the South side of Frontier Field, and a decrease in Leafy Spurge at the Happy Hollow Intake on County Road 5. Adding in a pre-emergent herbicide has show tremendous success in dealing with Spotted Knapweed which is extremely prevalent in the Town of Ridgway.

Our crew did survey and treat infestations on the Riverwalk Trail, Rollans Park, BMX Park, Public Works, the Water Treatment facility lower lot, Cottonwood Park, Lake O and Frontier Field. We also treated leafy spurge along Amelia Street.

The Riverwalk Trail continues to have isolated pockets of weeds, but has improved on a yearly basis. There was some concern over a butterfly from USFWS and BLM, but a field inspection with the BLM revealed that Ouray County treatments were not causing any harm for the butterfly. Records of all applications are attached in an email.

The BMX park also shows improvement, however the town could also consider some zero-scaping here to compete with weeds in the areas on the periphery of the tract.

When the County conducted a weed pull day at Frontier Field, we were unable to find spotted knapweed to show volunteers, there were no plants. In 2023, we estimate there were between 20 to 30 plants in the same location. Another inspection found 3 new plants in September which were pulled before the pre-emergent was applied. Additionally Leafy Spurge was growing in 2 locations on the field, we found no plants on the field in September of 2024. An inspection the CR 5 intake in September found 3-4 Leafy Spurge plants growing before the pre-emergent was applied. In 2023 we found approximately 15 plants at the intake.

Looking at the map, (attached). Infestations continue to be a problem at Rollans Park. Ouray County also recommends considering a re-seeding effort at Lake O. 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.

Moving forward for 2025, the areas of greatest concern are Rollans Park, the Water Treatment facility and Public Works. All other areas including the CR 5 intake, Frontier Field, BMX and the Riverwalk are showing signs of decreased weed presence. Good news!

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.

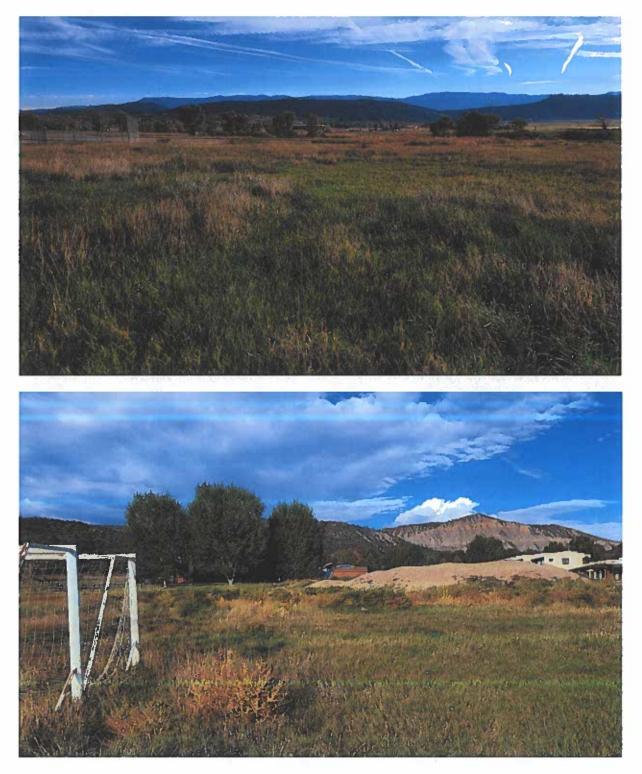
Julie Kolb

S.,

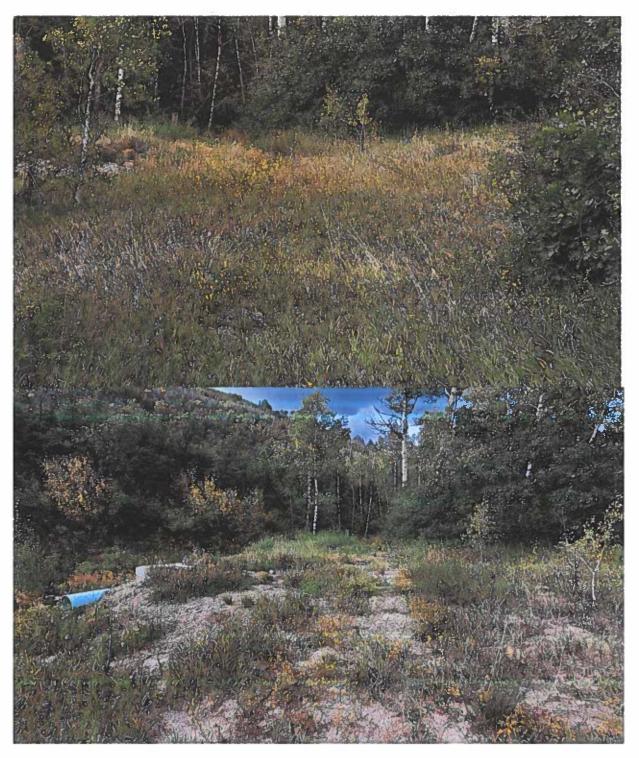
**Ouray County Vegetation Manager** 



### FRONTIER FIELD September 2024



Sleepy Hollow (Happy?) CR 5



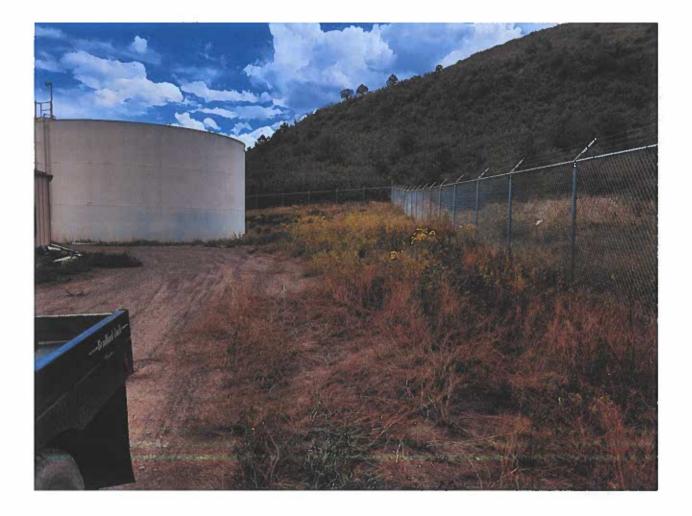
#### WATER TREATMENT LOWER LOT

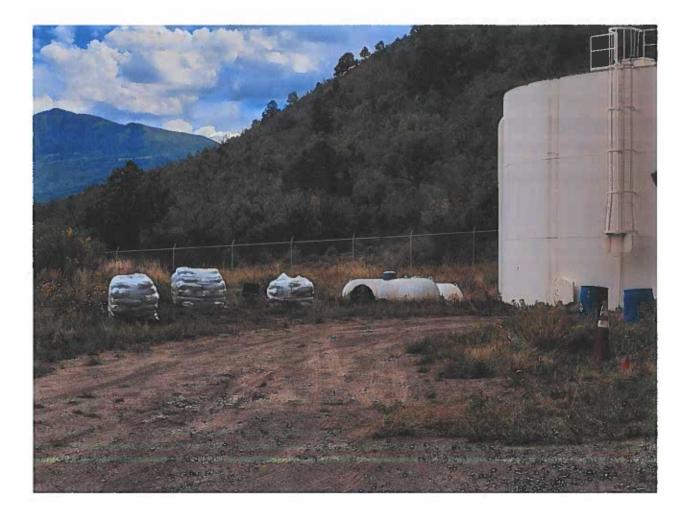
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The lower lot of the Water Treatment facility has Canada, Musk, Mullein, Spotted Knapweed, Burdock, Hoary Cress and Houndstongue infestations. Ouray County recommends continued pre-emergent and emergent applications for a minimum of 2 more years, additionally the town might consider re-seeding this area to provide some competition to the weeds.

In 2023 we decided not to treat the upper lot due to the proximity to open water sources, and the level of filtration in Ridgway. Weeds do continue to be a problem in the upper lot, and in 2024 we should consider doing some mechanical work possibly.







**BMX Park Railroad Street** 

