

Ridgway Town Council
Regular Meeting Agenda
Wednesday, February 21, 2018
201 N. Railroad Street, Ridgway, Colorado

5:30 p.m.

ROLL CALL Councilors Robb Austin, Vicki Hawse, Ellen Hunter, Nick Williams, Erica Young, Mayor Pro Tem Eric Johnson and Mayor John Clark

EXECUTIVE SESSION

The Council will enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(b) and (e) for conference with the Town Attorney for the purpose of receiving legal advice and to discuss matters subject to negotiations.

6:00 p.m.

ADDITIONS & DELETIONS TO THE AGENDA

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

1. Minutes of the Regular Meeting of January 10, 2017.
2. Minutes of the Special Workshop Meeting of January 25, 2018.
3. Minutes of the Joint Workshop Meeting of January 30, 2018.
4. Register of Demands for February 2018.

INTRODUCTIONS

Welcome Shane Schmalz to Full-Time employment with the Town

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

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

5. Presentation of funding contribution to the Town of Ridgway for the electric vehicle charging station in Hartwell Park – Wiley Freeman, San Miguel Power Association

6. Request for letter of support for Recycling Resources Economic Opportunity (RREO) grant application to the State of Colorado Department of Public Health and Environment (CDPHE) – Kirt Mautz of Mautz Brothers 3XM, LLC.

PUBLIC HEARINGS Public comments will be limited to 5 minutes per person; hearings may be limited to 20 minutes.

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

7. Introduction of an Ordinance Amending the Official Zoning Map to Provide for the Uncompahgre River Overlay District, Creating River Corridor Development Regulations and Amending the Town's Subdivision Regulations for Preliminary Plat and Required Improvements - Town Manager.
8. Intergovernmental Agreement with the City of Ouray and Ouray County for administration of the State of Colorado Public Safety's Victim Assistance in Law Enforcement grant – Town Manager
9. Fiber-Optic Indefeasible Right of Use Agreement with Clearnetworx for sharing fiber-optic conduit - Town Manager
10. Purchase contract for 2017 Ford Explorer purchase for Marshals Department – Town Manager
11. Planning Grant submittal to the Colorado Department of Local Affairs in the amount of \$25,000 for development of a Master Plan – Town Manager
12. Amendment to the Police Procedures Manual to add a Section 23: Seat Belt Policy – Town Manager
13. Letter to Members of the Senate and House of Representatives regarding the impacts of House Bill 4239 transferring control of oil and gas drilling on public lands to states – Mayor Clark
14. Resignation of Councilor Young – Mayor Clark

MANAGERS REPORT

15. Water Report
16. Master Plan Process update
17. Planning Commission update and Appointment to Ouray County Joint Planning Board

STAFF REPORT Written report is provided for informational purposes prior to the meeting updating Council on various matters that may or may not warrant discussion and action.

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

Chamber of Commerce Liaison - Councilor Young
County Board of Appeals - Mayor Clark
County Weed Board - Councilor Williams; alternate - Public Works Director
Fairgrounds Liaison - Councilor Hunter
Gunnison Valley Transportation Planning Region - Town Manager; alternate - Town Engineer
Joint Planning Board - Councilor Hunter, citizens Rod Fitzhugh & Rick Weaver; alternate-Mayor Pro Tem Johnson
Multi-Jurisdictional Housing Advisory Committee - Councilor Austin; alternate - Town Manager
Sneffels Energy Board - Mayor Clark and Town Manager; alternate - Mayor Pro Tem Johnson
Ouray County Transit Committee - Public Works Director; alternate - Town Manager
Ouray County Water Users Association - Councilor Williams
Parks, Trails & Open Space Committee - Councilors Austin, Williams and Mayor Pro Tem Johnson
Planning & Zoning Commission representatives - Mayor Clark and Councilor Hunter
Region 10 - Mayor Clark
Scholarship Committee - Councilors Young, Mayor Pro Tem Johnson and Mayor Clark
Sister Communities Initiative Committee - Councilor Hawse
Communities That Care Coalition - Mayor Clark

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, March 7, 2018 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
JANUARY 10, 2018

CALL TO ORDER

The Mayor called the meeting to order at 5:35 p.m. in the Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Austin, Hawse, Hunter, Williams, Young, Mayor Pro Tem Johnson and Mayor Clark in attendance.

EXECUTIVE SESSION

The Town Attorney requested an executive session pursuant to CRS 24-6-402(b) and (e) for conference with the Town Attorney for the purpose of receiving legal advice and to discuss matters subject to negotiations.

ACTION:

It was moved by Councilor Young, seconded by Mayor Pro Tem Johnson and unanimously carried to enter into closed session.

The Council entered into executive session at 5:30 p.m. with the Town Attorney and Town Manager.

The Council reconvened to open session at 6:00 p.m.

CONSENT AGENDA

1. Minutes of the Regular Meeting of December 13, 2017.
2. Register of Demands for January 2018.
3. Renewal of Liquor Store License for San Juan Liquors.
4. Pursuant to State Statute, designate the Town Hall bulletin board as the Official Posting Place.

ACTION:

It was moved by Mayor Pro Tem Johnson and seconded by Councilmember Austin to approve the consent agenda. The motion carried with Councilor Hunter abstaining.

ACKNOWLEDGMENTS

The Mayor acknowledged Dan Bartashius for 30 years of service to the Town. He noted Mr. Bartashius has worked in all aspects of the public works department, and now oversees the water treatment facility.

PUBLIC COMMENTS

Arianna Sherman with Americorps Colorado introduced the organization's opioid response program, which is a statewide initiative to support local communities to implement strategies to reduce the impact of opioid abuse. She offered to assist the Town and any local organizations with educational opportunities regarding preventative measures.

There was discussion between Ms. Sherman and the Council.

PUBLIC REQUESTS AND PRESENTATIONS

5. Request from Ridgway Area Chamber of Commerce to renew contract for marketing services and receive a portion of the lodging tax revenues

Letter dated 1-7-18 from Chamber Board President Colin Lacy presenting the 2018 lodging tax budget and a proposed agreement to provide marketing and promotions for the seventy percent portion of lodging tax receipts.

Mr. Lacy addressed the Council and presented the lodging tax budget for 2018, which he noted is based on five "marketing themes". He reported on areas to be addressed which included print media and advertising, online media and social media, visitor center upgrades and merchandise, website upgrades and operations, visitor guide fulfillment, online presence project, collaboration with the Ouray Resort Association to develop a visitors guide and participation in the Colorado Creative Corridor with other Colorado Creative District communities.

There was discussion and Mr. Lacy asked the Council to approve the proposed scope of services and marketing services agreement.

ACTION:

Mayor Pro Tem Johnson moved to approve the marketing services agreement with the Ridgway Area Chamber of Commerce as presented. Councilor Young seconded and the motion carried unanimously.

PUBLIC HEARINGS

6. Planning Commission recommendation to approve plat amendment reducing a utility easement on Lot B, Cora Quad Lot Split

Staff Report dated 1-3-18 from Planner Shay Coburn presenting the Planning Commission recommendation to approve the request for Amendment 1 to the Cora Quad Lot Split.

Planner Coburn addressed the Council and explained the amendment request is to change an overhead utility easement for a power line on a neighboring property, from fifteen to ten feet. She reported the local utility company, San Miguel Power Association, has no objection to the request.

ACTION:

Councilmember Hunter moved, with a second by Councilor Hawse, to approve the plat amendment reducing a utility easement on Lot B Cora Quad Lot Split. The motion carried unanimously.

POLICY MATTERS

7. Request to schedule workshop to discuss the proposed Uncompahgre River Overlay District

Mayor Clark reported after many months of discussion, the Council introduced an ordinance at the last meeting to establish the Uncompahgre River Overlay District. Staff has been working on including the changes requested at the last meeting, and has suggested a

workshop to discuss the proposed changes with landowners and residents. He noted the ordinance can be re-introduced at the next regular meeting.

The Council agreed to holding a workshop on January 25th at 6:00 p.m.

8. Discussion regarding mandatory animal-resistant trash containers

Staff Report from the Town Manager dated 1-10-18 presenting an overview of suggested requirements on the request for proposals for refuse and recycling collection services.

The Town Manager reported at the previous meeting staff was directed to prepare an outline of bid specifications for the waste and recycling contract, noting the current contract expires May 30th. She explained the documents for the request for proposals addresses a five year contract term requiring the use of animal resistant containers and dumpsters. Customers may purchase, or be provided by the contractor, a 65 gallon animal resistant poly cart based upon a monthly fee for weekly curbside service. The contract also addresses extra service charges, services provided to the Town, bulk item pickup and providing each customer use of an 18 gallon recycling bin.

There was discussion by the Council and staff regarding the size of the refuse container. The Town Manager noted the contract for services will allow each customer to dispose of 65 gallons of waste, but the container can be either 32 or 65 gallons. There was consensus to use the bid specifications as presented.

9. Adoption of Resolution Establishing Standards of Conduct for Elected Officials

The Town Attorney presented a draft resolution establishing standards of conduct for members of the Council. He explained adoption of the resolution is encouraged by the Town's insurance provider, and many municipalities have adopted similar documents. At the September meeting the Council addressed meeting protocols and procedures, and the standards work in conjunction with the procedures.

ACTION:

Councilor Austin moved to adopt the Resolution Establishing Standards of Conduct for Elected Officials of the Town of Ridgway, Councilmember Hunter seconded, and the motion carried unanimously.

10. Presentation of Social Media Guidelines

Administrative Intern Lu Hauger explained in March the Town Council approved a social media policy and directed staff to create and implement a policy to address managing, maintaining and responsibilities for social media. She presented guidelines prepared by staff, entitled Social Media Policy Implementation and Procedures dated September 2017. Last year, she noted, staff created a new website which is now maintained at Town Hall, and continued use of Mail Chimp, Facebook and Instagram.

Town Manager Coates recommended the Council approve use of the policy, and the Council agreed to the implementation and use.

11. Continuation of the Solar Energy Incentive Program through rebate of sales tax

The Town Manager reported Municipal Code 6-1-12 establishes a solar energy incentive program in which sales tax remitted by a vendor for installation of a solar energy system

within the Town, can be rebated to the taxpayer. The incentive was instituted in 2008 and requires biennial approval of the Council.

ACTION:

Mayor Pro Tem Johnson moved to continue the solar rebate incentive program pursuant to Code Section 6-1-12. Councilor Hunter seconded and the motion carried unanimously.

12. Discussion regarding snow removal on sidewalks

Mayor Pro Tem Johnson noted there is a snow removal policy which requires property owners to clear snow from sidewalks adjacent to their property, yet there are a number of property owners not complying. He expressed concerns with safe sidewalk passage on the highway and within the down town area.

Speaking from the audience Janet Smith asked if the public works department could use Town equipment to remove snow from the sidewalks. Laura Hagert expressed concerns with clearing the sidewalks in front of her commercial building since the installation of benches and tree grates.

There was discussion by Council and staff. Council agreed to another outreach by staff to property owners which suggests hiring a contractor for snow removal services. If snow is not removed within 24 hours either a citation will be issued or the snow will be removed by the Town, and the property owner will be charged for the removal.

13. Appointment to the Ouray County Joint Planning Board

Manager Coates explained the Joint Planning Board, which was formed between the Town and County, has three year staggered terms for two members from each jurisdiction. The term currently held by citizen Rick Weaver is ending, and Mr. Weaver has indicated he is not interested in filling another term.

There was discussion by the Council. The Manager suggested staff reach out to the Planning Commission and public for candidates, and Mr. Weaver could be asked to remain in the position until another volunteer is located.

ACTION:

Councilor Hunter moved to appoint Rick Weaver to the Ouray County Joint Planning Board through January, Mayor Pro Tem Johnson seconded and the motion carried unanimously.

TOWN MANAGERS REPORT

Manager Coates reported the electric vehicle charging station has been installed in the parking lot south of Town Hall, and signage is being installed on the highway near the station. She reported on transitions in the administrative offices pertaining to off-site on-line sales tax licensing and reporting, installation of on-line utility payment system and changes in job responsibilities.

COUNCIL REPORTS

Councilor Austin reported on the Parks, Trails and Open Space committee priorities for 2018, and an update on the Housing Authority.

EXECUTIVE SESSION

The Town Attorney requested an executive session pursuant to CRS 24-6-402(b) for conference with the Town Attorney for the purpose of receiving legal advice.

ACTION:

It was moved by Councilor Young, seconded by Councilmember Hunter and unanimously carried to enter into closed session.

The Council entered into executive session at 7:55 p.m. with the Town Attorney and Town Manager.

The Council reconvened to open session at 8:30 p.m.

ADJOURNMENT

The meeting adjourned at 8:30 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

MINUTES OF WORKSHOP MEETING

RIDGWAY TOWN COUNCIL

JANUARY 25, 2018

The Town Council convened for a workshop meeting at 6:05 p.m. in the Ridgway Community Center, 201 N. Railroad Street, Ridgway, Colorado. Councilors Austin, Hawse, Hunter, Williams, Mayor Pro Tem Johnson and Mayor Clark were in attendance. Councilmember Young was absent.

Town Clerk's Notice of Workshop Meeting to discuss the proposed river overlay district dated 1-11-18.

Town Manager Jen Coates presented an overview of the content of the river overlay zoning ordinance as it was introduced by the Council at the December meeting, and noted numerous changes and modifications have been made to the document during the last eight months of discussion. These included overlay over existing zoning districts, river buffer zone and high water mark, ecological character study, uses by rights and conditional uses, performance standards, easements, design guidelines and standards, submittal requirements and subdivision requirements.

Town Attorney Bo Nerlin explained the Council introduced the ordinance at the previous meeting and directed staff to prepare a number of changes to the document. After discussion staff determined there were a significant number of changes in the ordinance, and agreed to present the document back to the Council at this meeting, and reintroduce at the next regular meeting. He presented changes to the draft ordinance which were directed by Council at the previous meeting.

There were questions from the Council to staff.

The Town Clerk read a letter received prior to the meeting in support of adoption of the overlay district from Donna Green. She also read an email dated 1-25-18 from Bob Thomas, attorney representing Echo Properties, Inc. expressing concerns regarding variance procedures.

SPEAKING FROM THE AUDIENCE:

Janet Smith questioned the need for trail easements along the river corridor.

Ty Jennings, introduced himself as Manager Member of Ridgway River Development. He explained the Preserve Subdivision was approved in 2006 and "continued to 2008", before it was "placed into mothballs" due to a decline in the economy in 2009. He stated "we have spent 2.5 million" on infrastructure, and will spend "1 million more" to complete. He stated the subdivision includes 32 multi and single family units, and 17 of the 21 lots would be affected by the high water mark delineation and "can't be utilized". He reported he is "asking for preliminary plat to be re-instated" "or approved" and to be "exempted from the ordinance". He stated "if you don't do that the UROD will destroy" the development proposal, and "we consider" the action "a taking".

Eric Jacobsen, member of Ridgway River Development, stated he feels the regulations would be "in violation of State statutes" and would be a "regulatory taking". He noted the regulations would "shut down" "17 of 21 lots" "in a Town that needs housing".

Attorney James Fosnaught representing Jack Petrucelli reiterated a letter received by the Council on 1-25-18. He noted "the natural environment the Town seeks to protect does not exist " next to Highway 62 as it crosses the bridge across the river, and there are "consequences if the UROD

is established there". He stated his client made a "significant investment in developing" a parcel "which could not be rebuilt if destroyed by a fire" as the current configuration of the district places a "significant amount" of the building in the area. There was prior approval of the Town for development of the parcel under "current zoning and setbacks". He asked that there be "more discourse with staff and property owners who will be affected by this" and asked to "meet with the Planner to come up with resolution" of "financial impacts to my client".

Joan Chismire expressed concern with the variance procedures noting "a lot of people will be impacted who had plans on their property". She noted concerns to "protect the river" "with the corridor continually moving" and also concerns with regulations pertaining to "building adjacent to the river".

Andrew Coburn spoke in support of the ordinance as presented. He stated "every effort has been provided to receive feedback" and "I think the ordinance as written provides a lot of flexibility" "and still tries to balance development with long term protection of the corridor". He supported "thinking long term" and "making good public policy".

Linda Ingo noted "challenges" with the changing nature of the river. She stated she does not feel the "economics" of building along the river has been balanced, and the ordinance is "focused on recreation" of the river.

There were comments from the Council. Consensus was to place on the regular meeting agenda in February, the introduction of the ordinance with changes as presented by the Town Attorney.

ADJOURNMENT

The meeting adjourned at 7:35 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
& PLANNING COMMISSION

MINUTES OF JOINT WORKSHOP

JANUARY 30, 2018

The Town Council reconvened for a Joint Workshop at 5:35 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Austin, Hawes, Williams and Mayor Clark. Councilor Hunter was not present for the roll call. Councilor Young and Mayor Pro Tem Johnson were absent.

The Planning Commission was present in its entirety with Commissioners Emilson, Falke, Liske, Nelson and Chair Canright in attendance.

Town Clerk's Notice of Joint Workshop Meeting dated January 11, 2018.

1. Overview of planning process for the 2018 Master Plan

Memo dated 1-30-18 from the Town Manager, Planner and Community Initiatives Facilitator regarding the upcoming master planning process.

Planner Shay Coburn presented an overview of the upcoming master plan process. She explained process will require engaging the community to participate in meaningful dialogue to prepare the important document. The plan will guide the future and vision of the Town in land use decisions, growth, preservation of land; will inform policy updates and guide strategic planning to establish annual priorities. She noted the update is being performed at a "critical juncture" when the "overall economy is stronger" and a "few larger development proposals are on the table". The process will allow citizens to influence the direction of community by creating a consensus of the "direction where it wants to go". She reported there are currently numerous plans which comprise the current plan, and the process will combine all of them into one formal document. The current plan will be used as a foundation for the new one, with the goal of preparing a document "that is easy to use".

Planner Coburn noted Council budgeted \$75,000 for consulting services for development of the plan, and staff will apply for a \$25,000 planning grant. It is estimated the planning process will entail 12 months after the contract for consulting services is awarded. She presented a draft scope of services that would be included in the requests for proposal, and reviewed them with the Council and Commission. There were comments and questions.

Councilor Hunter entered the meeting at 6:15 p.m.

Community Facilitator Diedra Siebert presented roles of the staff, consultant, Council, Commission and public in the planning process. Planner Coburn noted staff will also be reviewing the Intergovernmental Agreement with Ouray County and the associated maps pertaining to the area of influence and urban growth boundaries. There was discussion by the Council, Commission and staff; and areas of participation were identified.

Facilitator Siebert reviewed proposed time frames for the request for proposal process, and the first workshop to introduce the consultant to the community. She presented resources and documents for Council review to assist in an overview of the master planning process, and examples of plans from other communities.

ADJOURNMENT

The meeting adjourned at 6:50 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk



February 8, 2017

Eric Heyboer, Grant Program Administrator
RREO Grant Program
Colorado Department of Public Health and Environment
Denver, Co. 81241

RE: Mautz Brothers' 3XM LLC – Recycling Resources Economic Opportunity Grant Application

Dear Mr. Heyboer:

The Town of Ridgway is submitting this letter of support for the Mautz Brothers' grant application to expand their current grinding and composting operation into a badly needed major regional collection, sorting, processing and remanufacturing "hub". We understand this recycling hub would divert green waste, including woodwaste and other raw materials from local landfills. It would then combine the waste with cow manure from a subsidiary feedlot company, and process it into an affordable compost which will compete pricewise with chemical fertilizers, and also provide an attractive alternative to organic growers.

We understand this proposed "hub" operation already has two tentative agreements to connect with local landfills, or "spokes": the Broad Canyon Landfill in Naturita and the Delta County Landfill, and an agreement with the Montrose County Landfill, leased by Waste Management, is also being pursued. The main benefit to the Landfills is that by removing certain waste materials, more space at the landfill is made available. As a rural community, this is very important to us. We understand that there are no legal composting yards pursuing this "hub" concept, which would mean it could be likely that the project could expand into San Miguel, San Juan, Ouray and Mesa counties, becoming a true regional hub for recycling. Of course our interest is Ouray County.

It has been shared with us that recent studies, one done by the State of California, and another by EcoAction in Ouray and San Miguel Counties, indicate that by the end of the first year of operation, the hub could be processing 10,000 tons and within 5 years 35,000 – 40,000 tons. In the beginning, according to the California study, the estimated direct and indirect jobs created and sustained will could be approximately 30. Within 5 years, the number of jobs anticipated is in the range of 140. In an economically challenged area like ours, not only is are the products significant, but so is the job creation.

As a local government we understand the multiple benefits associated with this application, both locally and regionally. The Town has been a partner and board member on the regional Sneffels Energy Board since 2009 and this concept is a priority for that Board and also the Town of Ridgway. As our events and summer visitors grow each year, we directly see the need for a regional composting facility. We strongly urge you to consider its merits and award 3XM LLC the necessary grant to fulfill the goal of creating a recycling "hub". During our February 8th regular meeting of the Town Council, the Council unanimously voted to support this application.

In gratitude for your consideration,

John Clark, Mayor, on behalf of the Ridgway Town Council



About the RREO Grant Program

Colorado's Recycling Resources Economic Opportunity Act (HB 07-1288) created the RREO Grant Program with the intent to fund implementation projects that promote economic development through the productive management of recyclable materials that would otherwise be treated as discards. Projects that meet this goal are designed to implement recycling, composting, anaerobic digestion, source reduction, and beneficial use/reuse for a wide variety of materials.

The grant program is under the authority of the [Colorado's Pollution Prevention Advisory Board](#) and is administered by the Colorado Department of Health and Environment.

Why this grant program matters

The RREO Grant Program affords the opportunity for state government and local employers to work together to keep waste out of landfills, create green-sector jobs and grow the state's economy:

- In 2014, of all the residential and commercial materials tracked by the CDPHE, including scrap metal, roughly 23 percent of the 9 million tons of solid waste was diverted from Colorado landfills as a result of reducing, reusing and recycling materials. This is well behind the national average. Including scrap metal recycling, the national average is well above 35%. The RREO Grant Program gives private, state and local entities the infusion of funds they need to expand access to recycling and help Colorado surpass the national average.
- Solid waste management is an industry that is often overlooked in terms of being an economic engine for the state. In fact, recycling, reusing and remanufacturing have the following impact on the state's economy:
 - Generates state and local tax revenues of nearly \$1.3 billion per year.
 - Accounts for approximately 5 percent of Colorado's overall economic output.
 - Sustains more than 85,000 jobs. Plus, for every job created within the waste diversion industry, one additional job is created elsewhere in the labor market.
- Since its inception in 2007, the grant program has awarded more than \$11 million to nearly 90 employers throughout Colorado in order to develop a recycling infrastructure. This has helped to:
 - Create 321 jobs over the last 9 years.



- Divert more than 123,000 of tons of waste from Colorado landfills.

Grantee eligibility

- CDPHE awards RREO grants every year. They are open to any business, government entity or organization operating in Colorado, whether they're a for-profit or nonprofit entity.

Fiscal year timeline

- Applications accepted beginning in January.
- Applications due at the beginning of March.
- Awards issued from May through the end of June.
- Earliest start-work date for awardees is July 1.

For the current fiscal year's deadlines, see

www.colorado.gov/cdphe/recyclinggrantrebates

For more information on RREO grants

- Visit www.colorado.gov/cdphe/recyclinggrantrebates
- Please direct questions to (303) 691-4955 or cdphe.ppp2@state.co.us

ORDINANCE NO. 18- _____

AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO AMENDING THE OFFICIAL ZONING MAP TO PROVIDE FOR THE UNCOMPAHGRE RIVER OVERLAY DISTRICT, CREATING RIVER CORRIDOR DEVELOPMENT REGULATIONS AND AMENDING THE TOWN'S SUBDIVISION REGULATIONS FOR PRELIMINARY PLAT AND REQUIRED IMPROVEMENTS.

WHEREAS, the Ridgway Town Council desires to pursue goals and action items from the 2011 Land Use Plan Update (the "Plan") regarding community goals for the river corridor and Re-Connecting the Uncompahgre River; and

WHEREAS, a primary opportunity identified in the Plan is to Re-Connect the Uncompahgre River:

"The Uncompahgre River Corridor has long been recognized by the community as a valuable asset to the Town of Ridgway. Recent restoration efforts improved its riparian area into the successful conservation and recreation area that is now enjoyed by both wildlife and Ridgway residents. Now, Rollans Park, Dennis Weaver Memorial Park, and the Uncompahgre River Trail provide improved access to the river and new opportunities for the community to explore. The importance of the Uncompahgre to the past, present, and future of Ridgway are driving the need to once again discuss the community values, concerns, and goals for the river and the adjacent lands. Additional recreational opportunities, further restoration, wildlife protection, and the potential for focused commercial or residential development along the Uncompahgre may all be considered as opportunities to meet the Town's vision and land use goals. Opportunities that the community specifically identified relating to the Uncompahgre River include maintaining connectivity of the RiverWay Trail beyond Ridgway, ultimately to Ouray and Montrose; the identification of activity hubs along the river to promote a variety of river uses; and, a desire to encourage public-private partnerships to promote the conservation of the river and to achieve river-related development and access projects. There is also regional importance to restoring and enhancing the river corridor, as demonstrated by recent Great Outdoors Colorado planning grants, and other regional river-planning efforts such as in Montrose for the Uncompahgre River. Such interest will undoubtedly further this opportunity for Ridgway."; and

WHEREAS, Goal 4 of the Plan calls for the community to "Preserve, restore, and re-engage the Uncompahgre River to strengthen the riparian corridor as an asset to the community"; and

WHEREAS, the following Policies are identified within Goal 4 of the Plan:

- *Protect the riparian zone, floodplain, waterway, and wildlife habitat areas along the river while providing for context-appropriate public access and recreation areas.*
- *Require all development within the riparian corridor to carry out a detailed analysis of the land, including identification of all wetlands in accordance with local, state, and federal requirements.*

- *Protect wildlife movement corridors and important habitat features, such as bald eagle roosts, within the Uncompahgre River corridor in light of future growth, development, and increased recreation.*
- *Seek public acquisition of very high value environmental areas for permanent protection.*
- *Expand upon existing public access points to the Uncompahgre River, in order to improve the quality of life and diversify the recreation experience for Ridgway residents and visitors.*
- *Explore opportunities for active public spaces and access including a river play park/ kayak park, boat launches, and fishing access.*
- *Reinforce Rollans Park and the public property east of Rollans Park as an anchor of the community-wide park system and river access.*
- *Work with regional partners and neighboring communities to establish a cohesive vision for the Uncompahgre River corridor for the future, including connecting Ridgway to Ouray and other regional destinations via the Uncompahgre RiverWay Trail.*
- *Ensure improvements completed along the river corridor are appropriately maintained and reliable revenue sources are secured to sustain the dynamic continuous demands of the river; and*

WHEREAS, the following Action Items are identified within Goal 4 of the Plan:

Develop policies and guidelines informing new development of the Town's desire to preserve, improve and protect the river corridor, including mandatory public access requirements and a river buffer zone restricting development, yet provides for some areas of light, appropriate development such as ped(estrian) trails, boat launches, etc.

Work with independent organizations such as the Uncompahgre Watershed Partnership, non-profit groups, regional Land Trust organizations and others to improve, restore and protect the river corridor through fund-raising efforts for maintenance improvements and property acquisition efforts; and

WHEREAS, as a part of the Plan, the 2011 Future Land Use Framework Map identifies the River Buffer Zone as all land within the 100-year flood plain or within 100 feet of the bank of the Uncompahgre River, whichever is greater. This River Buffer Zone, as identified in the Plan, is the policy basis for establishing parcels within the Uncompahgre River Overlay District; and

WHEREAS, a minimum setback of 100' along river corridors has been identified as a land use best practice for protection of river corridors and riparian areas; and

WHEREAS, securing public access to the river corridor is a legitimate interest of the Town of Ridgway as it fosters a sense of community, furthers preservation and zoning goals and provides for unique amenities for the residents and guests of the community. Further, there is a clear relationship, nexus and connection between development within the Uncompahgre River Overlay District and public access to the river corridor; and

WHEREAS, pursuant to Section 7-3-17 of the Town of Ridgway Municipal Code, rezoning may be requested or initiated by the Town; and

WHEREAS, Amendments to the Official Zoning Map of the Town of Ridgway are allowed so long as the amendments are not adverse to the public health, safety and welfare; and the amendments are in substantial conformity with the Master Plan; and

WHEREAS, The Town of Ridgway has invested, and continues to invest, significant funding and resources into the restoration of the river corridor in the heart of the Ridgway Community through the reclamation of the river and the development of Rollans Park for the good of the public and for the health of the river, and the Town Council of the Town of Ridgway desires to continue being a good steward of the river corridor for the benefit of the Ridgway community; and

WHEREAS, The Town Council held eleven public meetings and workshops between June of 2017 and January of 2018 to discuss these regulations and provide a forum and opportunity for public feedback and input into these regulations; and

WHEREAS, the Review Procedure for Legislative Zoning and the notice requirements under Section 7-3-18(D) of the Ridgway Municipal Code have been met.

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

SECTION 1.

Incorporation of Recitals

The foregoing recitals are hereby affirmed and incorporated herein by this reference as findings of the Town Council.

* * *

SECTION 2.

Creation of the Uncompahgre River Overlay District

- (A) Section 7-3-9.6 is added to the Ridgway Municipal Code creating the Uncompahgre River Overlay District ("UROD").
- (B) The Town Council, following notice and hearing, pursuant to Section 7-3-18 hereby designates the tracts of land identified in the attached UROD map as tracts that are within the UROD, and the Town Council hereby finds that the creation of the UROD and inclusion of these parcels within the UROD advances the public health, safety and welfare of the Town and its citizen, and is in substantial conformity with the Town's master plan, the 2011 Land Use Plan Update.

* * *

SECTION 3.

Uncompahgre River Overlay District Map and Amendment to the Official Zoning Map of the Town of Ridgway

The Uncompahgre River Overlay District is hereby incorporated in the Official Zoning Map and shall be maintained by the Town of Ridgway. Further, this Ordinance shall create an amendment to the Official Zoning Map of the Town of Ridgway, designating those parcels as identified in the attached UROD map as included in the “UROD” Uncompahgre River Overlay District.

* * *

SECTION 4.

Section 7-3-2 DEFINITIONS, is amended to add a definition for High-Water Mark, as follows:

HIGH-WATER MARK: The boundary dividing a river bed from a river bank and defined as the line on the bank up to which the presence and action of water are so usual and long-conditioned as to impress on the bed a character distinct from that of the bank with respect to the nature of the ground surface, soil and vegetation.

* * *

SECTION 5.

Section 7-3-9.6 Uncompahgre River Overlay District is amended to the Ridgway Municipal Code, as follows:

7-3-9.6 Uncompahgre River Overlay District

(A) Purpose and Intent

The purpose of the UROD is to promote the public health, safety and welfare of the citizens of the Town of Ridgway. The Town shall use the UROD to implement goals, policies and action items in the Town of Ridgway’s Land Use Plan; preserve, improve and protect the river corridor as a Town amenity; regulate buildings and structures to maximize access to the Uncompahgre River and view corridors along the Uncompahgre River; utilize design and development techniques that avoid, minimize and mitigate impacts to the natural environment; and ensure aesthetic and ecological qualities of the river corridor continue to be a community asset.

(B) Applicability

The provisions and regulations of this Section 7-3-9.6 shall apply to all land within the Town of Ridgway Official Zoning Map included as part of the UROD; and as defined within these regulations. The provisions of this Section 7-3-9.6 shall apply in addition to the applicable requirements of the underlying zoning district, the Flood Plain Management Regulations in Ridgway Municipal Code Chapter 6-2, and other regulations of the Town. When the standards of this UROD conflict with any other provision of the Ridgway Municipal Code, the more stringent limitation or requirement shall apply. Within the UROD, all land use activity,

development, redevelopment, renovation, and/or change in use requiring a building, development, or other land use permit (for the purposes of this Section of the Ridgway Municipal Code shall be defined as “Development”) are subject to the provisions of this Section 7-3-9.6.

(C) Uses by Right

Uses permitted by the underlying zoning district are allowed unless specifically prohibited, provided that the use complies with this Section 7-3-9.6, and provided any Development complies with this Section 7-3-9.6.

(D) Conditional Uses

All conditional uses allowed within the underlying zoning district may be permitted upon approval in accordance with Section 7-3-14, and provided any Development complies with this Section 7-3-9.6.

(E) Development between 25 and 75 Feet

(1) Development between 25 and 75 feet from the High-Water Mark shall be reviewed in accordance with Section 7-3-14, as a conditional use. In addition to the review criteria under Section 7-3-14, the following shall also apply:

(a) All of this Section 7-3-9.6.

(b) The applicant shall provide an Ecological Characterization Study in accordance with Subsection 7-3-9.6(G) which concludes that any adverse impacts to the river environment with the proposed Development can be mitigated, and the applicant shall incorporate the mitigation into the development plan and construct the mitigation with the Development.

(c) Special consideration for Development shall be given so as to not deprive reasonable use of any land within the UROD.

(F) Performance Standards

(1) Setback: All Development must be setback a minimum of 75 feet from the High-Water Mark, unless approved as a Conditional Use as further set forth under Subsection 7-3-9.6 (D) and (E).

(2) Public Access

(a) If any proposed or existing trail, path or public access area as described in the Town’s Land Use Plan or Parks and Trails Map, as amended from time to time and including the Uncompahgre RiverWay Trail, traverses a parcel proposed for Development, the Town may require as a condition of Development approval, dedication of a bicycle/pedestrian trail easement and/or public access easement benefiting the Town of Ridgway. The preferred dedication is for a 10 foot wide bicycle/pedestrian public access trail easement. However, in reviewing the proposed site plan, the Town shall evaluate the nature and extent of the proposal and the proportionality between the proposal and the dedication and may determine that the 10 foot dedication is appropriate or may reduce the dedication based on the proportionality assessment. The Town may also take into consideration whether and to what extent there are existing easements over the subject property, which provide the same functions of the required public access trail easements. Any trail easements shall be located at, or above, the High-Water Mark or abutting a public right of way. In lieu of a trail

dedication, other trail locations that provide for connectivity to existing or future trails, and are made accessible to the public through a dedicated public access easement, may be approved by the Town.

- (b) As a condition of Development approval, if any proposed or existing trail, path or public access area as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time and including the Uncompahgre RiverWay Trail, does not traverse a parcel proposed for Development the Town shall not seek a dedication of bicycle/pedestrian trail easement and/or public access easement benefiting the Town of Ridgway. However, parcels within the UROD are encouraged to provide public access to the Uncompahgre River including clearly defined access points to public trail segments. "Access" refers to the provision of access from a public right-of-way to a publicly accessible trail or path and/or to the water's edge of the Uncompahgre River.

(3) Design Guidelines and Standards

- (a) These Design Guidelines and Standards under this Subsection 7-3-9.6(D)(3) shall apply to all Development within the UROD, with the exception of single-family and duplex residential buildings.

(b) Site Planning

- (i) Existing or historic drainage ways shall be accommodated with the development plan.
- (ii) Discharge of storm water directly into the river is prohibited. Use of landscaped/grassed catchment areas and similar design features shall be used for managing, controlling and filtering parking lot and site drainage.
- (iii) Outdoor common areas, seating and/or dining is recommended on the river side of building.
- (iv) A visible and accessible public entrance from the side of the property facing the Uncompahgre River is encouraged for commercial properties that are open to the public.

(c) Parking and Loading

- (i) Parking and loading shall be sited to provide the least visual impact from public rights-of-way, including the Uncompahgre River corridor.
- (ii) Trees shall be incorporated to provide parking lot shading. Bollard and/or street lighting shall be used to provide lighting at critical access points.
- (iii) Site parking shall include bike racks and areas for parking strollers and other non-motorized vehicles near the main entrance to the primary building(s) and should have a logical connection to on-site non-motorized access routes.

(d) Mass, Scale, Architectural Design and Materials

- (i) Total building façade length shall be less than 50 feet in length parallel to the river.
- (ii) Buildings shall avoid monolithic shapes and surfaces by incorporating solids and voids, changes in color, pattern, texture and materials at minimum along the primary façade and the façade along the linear frontage of the river.

- (iii) Use of naturally-derived materials, such as stone, wood and innovative materials such as metal, or high-quality environmentally friendly wood-alternative decking and siding, shall be required.
- (e) Screening and Buffers: All parking areas, outside trash receptacles, large utility boxes, mechanical systems and other unattractive views shall be screened with landscaping from public rights-of-way, including the Uncompahgre River corridor. Screening is not required where access is necessary but shall be screened with a gate where feasible. The purpose of screening and buffers is to promote the public health safety and welfare to conserve views along the Uncompahgre River corridor, and to improve the visual appearance along the river.
- (f) Exceptions to these Design Guidelines and Standards may be pursued through the variance process pursuant to Section 7-3-16.

(G) Submittal Requirements

These submittal requirements are in addition to the underlying zoning district submittal requirements for the type of land use activity or development proposed. The following information must be completed and included in all applications for development or land use activity:

- (1) A development plan showing compliance with the Performance Standards listed in Subsection 7-3-9.6(F).
- (2) Survey map including: property boundaries, the location of the High-Water Mark and 75 foot setback. In the event the identification or location of the High-Water Mark is disputed by the Town, the Town may hire a professional experienced in the identification of a High-Water Mark, to survey the High-Water Mark, and charge the cost of such survey to the Property Owner.
- (3) In addition to the above, Development applicants seeking a Conditional Use in accordance with Subsection 7-3-9.6(D) and (E) are required to submit an Ecological Characterization Study completed by a professional qualified in the areas of ecology, wildlife biology or other relevant discipline. The Ecological Characterization Study shall describe, without limitation, the following:
 - (a) the boundary of wetlands and riparian areas and a description of the ecological functions and characteristics provided by those wetlands and riparian areas;
 - (b) the pattern, species and location of any significant native trees and other native site vegetation;
 - (c) the pattern, species and location of any significant non-native trees and non-native site vegetation that contribute to the site's ecological, shade, canopy, aesthetic and cooling value;
 - (d) the top of bank, the 25 foot setback and High-Water Mark of any perennial stream or body of water on the site;
 - (e) the wildlife use of the area showing the species of wildlife using the area, the times or seasons that the area is used by those species and the "value" (meaning feeding, watering, cover, nesting, roosting, perching) that the area provides for such wildlife species;
 - (f) special habitat features;

- (g) wildlife movement corridors;
- (h) the general ecological functions provided by the site and its features;
- (i) any issues regarding the timing of Development-related activities stemming from the ecological character of the area; and
- (j) any measures needed to mitigate the projected adverse impacts of the development project on natural habitats and features along the Uncompahgre River corridor.

(H) Exempt Uses and Activities

The following uses and activities are exempt from these regulations, including the Performance Standards of Subsection 7-3-9.6(F) and the Submittal Requirements of Subsection 7-3-9.6(G), provided plans and specifications are approved by the Town, and all local, state and federal permitting is approved:

- (1) Public improvements essential for public health and safety, installed by, and/or approved by the Town, including but not limited to: public utility buildings, facilities, systems and accessory structures;
- (2) Public improvements such as: pedestrian and automobile bridges, trails and recreational amenities installed by, and/or approved by the Town;
- (3) Irrigation, drainage, flood control or water diversion structures installed by, and/or approved by the Town; and
- (4) Bank stabilization, river restoration and planting of native vegetation installed by, and/or approved by the Town.

* * *

SECTION 6. Subdivision

(A) A new **Subsection 7-4-5(B)(6)(m) for Subdivision Preliminary Plat Submittals**, is added to the Ridgway Municipal Code, as follows:

(m) For all parcels located in the Uncompahgre River Overlay District, excluding subdivisions of existing structures that do not include any additional site development, an Ecological Characterization Study completed by a professional qualified in the areas of ecology, wildlife biology or other relevant discipline. The ecological characterization study shall describe, without limitation, the following:

- (i) the boundary of wetlands and riparian areas and a description of the ecological functions and characteristics provided by those wetlands and riparian areas;
- (ii) the pattern, species and location of any significant native trees and other native site vegetation;
- (iii) the pattern, species and location of any significant non-native trees and non-native site vegetation that contribute to the site's ecological, shade, canopy, aesthetic and cooling value;
- (iv) the top of bank and High-Water Mark of any perennial stream or body of water on the site;

- (v) the wildlife use of the area showing the species of wildlife using the area, the times or seasons that the area is used by those species and the "value" (meaning feeding, watering, cover, nesting, roosting, perching) that the area provides for such wildlife species;
- (vi) special habitat features;
- (vii) wildlife movement corridors;
- (viii) the general ecological functions provided by the site and its features;
- (ix) any issues regarding the timing of development-related activities stemming from the ecological character of the area;
- (x) any measures needed to mitigate the projected adverse impacts of the development project on natural habitats and features along the Uncompahgre River corridor; and
- (xi) 25 foot and 75 foot development setback area from the High Water Mark.

* * *

(B) A new **Subsection 7-4-6(A)(11) for Required Improvements for Subdivisions**, is added to the Ridgway Municipal Code, as follows:

(11) Public trail easements shall be provided and constructed as described in the Town's Land Use Plan or Parks and Trails Map, as amended from time to time, and including the Uncompahgre RiverWay Trail. The Town may waive this requirement if the property at issue has existing trail easements dedicated to the Town of Ridgway.

* * *

Section 7. Ordinance Effect

All Ordinances of the Town, or parts thereof, inconsistent or in conflict with this Ordinance, are hereby repealed, replaced and superseded to the extent only of such inconsistency or conflict.

* * *

Section 8. Severability

The Provisions of this Ordinance are severable and the invalidity of any section, phrase, clause or portion of this Ordinance as determined by a court of competent jurisdiction shall not affect the validity or effectiveness of the remainder of this Ordinance.

* * *

Section 9. Public Hearing

A public hearing on this Ordinance was held on the _____ day of _____, 2018 in the Town Council Chambers of the Town of Ridgway, 201 N. Railroad Street, Ridgway, CO 81432.

INTRODUCED before the Town Council of the Town of Ridgway, Colorado on the ____ day of _____, 2018.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE
MUNICIPALITY

By _____
John Clark, Mayor

ATTEST:

Pam Kraft, MMC, Town Clerk

Approved As to Form:

BO JAMES NERLIN, Town Attorney

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Ridgway, Colorado, this ____ day of _____, 2018.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE
MUNICIPALITY

By _____
John Clark, Mayor

ATTEST:

Pam Kraft, MMC, Town Clerk

Approved As to Form:

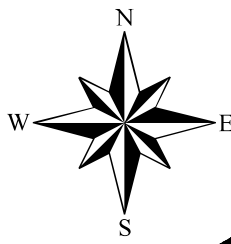
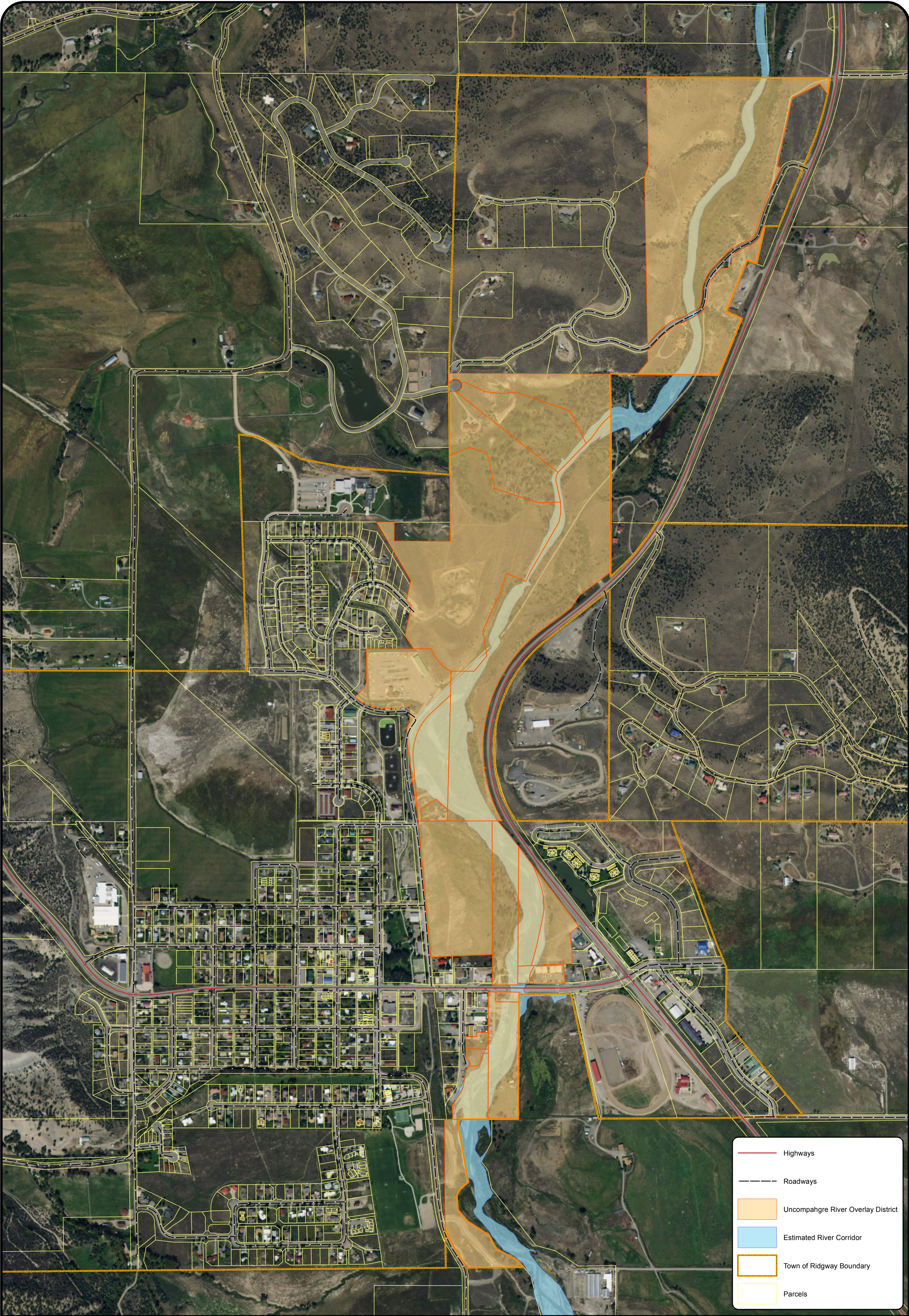
BO JAMES NERLIN, Town Attorney

CERTIFICATE OF TOWN CLERK

The foregoing Ordinance was introduced at a meeting of the Ridgway Town Council on _____, 2018, published by title and posted thereafter, and adopted by the Town Council on _____, 2018.

(SEAL)

Pam Kraft, MMC, Town Clerk



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

THIS AGREEMENT is entered into effective ____ day of _____, 2018, by and between: the Town of Ridgway, Colorado (Ridgway); and the City of Ouray, Colorado (Ouray), both of which are home rule municipalities within Ouray County, Colorado and Ouray County, Colorado (County), a statutory county in the State of Colorado, (collectively the Parties or individually the Party).

Purpose of Agreement

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

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

- 1. **Designation of the Victim Advocate(s).** The Parties must agree to the designation of any particular person to be employed as the shared the Victim Advocate(s).
- 2. **Financial Responsibilities.** The financial responsibilities for the employment of the shared Victim Advocate(s) shall be as follows:
 - a. The shared Victim Advocate(s) shall be an employee of the Town of Ridgway and not the City of Ouray or Ouray County, and shall be compensated entirely by the Town of Ridgway through a grant provided by the State of Colorado for such services.

- b. The shared Victim Advocate(s), as a part time temporary employee of the Town of Ridgway, shall be compensated for any time in excess of forty (40) hours per week as provided in the Town of Ridgway's Personnel Regulations.
 - c. The shared Victim Advocate(s) shall be subject to the Town of Ridgway's Personnel Regulations, as may be amended, except the Victim Advocate(s) shall have no benefits with the Town of Ridgway, City of Ouray or Ouray County.
 - d. The Town of Ridgway has been awarded grant funding for 100% of the cost of the Victim Advocate(s) in 2018. In the event the Town of Ridgway anticipates expenses may exceed the grant award, the Town shall consult with the City and/or County to consider any additional expenditures. The City and/ or County shall only be responsible for an equal share after the Town has consulted with the City and/or County, and the financially impacted Party or Parties have agreed on the expenses to be reimbursed to the Town.
 - e. In the event of a worker's compensation claim related to work with the City or the County, the City or County shall cover the Town's expenses for that claim in the respective jurisdiction.
3. **Accountability.** The accountability requirements of the shared Victim Advocate(s) to the Parties shall be as follows:
- a. The Victim Advocate(s) shall provide a monthly written report to all Parties.
 - b. The Victim Advocate(s) shall meet with the Ridgway Town Marshal, Ouray Police Chief, or Ouray County Sheriff upon request by any of the Parties.
 - c. The Victim Advocate(s) shall submit comprehensive daily time sheets to Ridgway by 8:00 a.m. Monday morning, following the end of each bi-weekly pay period, or whatever the policy of the Town of Ridgway may be, if amended.
 - d. To protect the Parties from false claims, the Victim Advocate(s) shall keep a daily log of services conducted, on a form approved by the Parties (Exhibit A).
 - e. Notwithstanding the fact that the Victim Advocate(s) is an employee of the Town of Ridgway, the Town of Ridgway shall not be responsible for supervision and oversight of the Victim Advocate(s) in performing his or her responsibilities for the City of Ouray or Ouray County as further defined in ¶ 6 herein, and within the Victim Advocate(s) Contract of Employment. Such supervision and oversight shall be the responsibility of the Ridgway Marshal, Ouray City Police Chief or Ouray County Sheriff, for services rendered within the respective jurisdiction.

4. **Performance Issues.** Any performance issues shall be handled as follows:

- a. For purposes of this Agreement, Supervising Parties are assigned as follows:

<u>Jurisdiction:</u>	<u>Supervising Party:</u>
Town of Ridgway	Town Marshal
City of Ouray	Police Chief
Ouray County	Sheriff

- b. Minor issues, those issues warranting nothing more than an oral or written reprimand, should be brought to the attention of the Victim Advocate(s) first, by the Supervising Party (Ridgway Marshal, Ouray Police Chief, Ouray County Sheriff) in the jurisdiction where the minor issue occurred. In the event said minor issues cannot be resolved, the Ridgway Town Marshal shall be contacted. Issues deemed to be minor issues according to either of the Parties shall be addressed as soon as is practical, by the designated supervisor for the Victim Advocate(s) within each municipality or County.
- c. Issues deemed to be major issues, those issues warranting more than an oral or written reprimand, by either municipality or county, and possibly requiring disciplinary action shall be subject to the Town of Ridgway's Personnel Regulations. The Supervising Party (Ridgway Town Marshal, Ouray Police Chief, Ouray County Sheriff) shall submit any information on such issues, in writing, to the Ridgway Town Marshal (if outside of the Ridgway jurisdiction), and the Ridgway Town Marshal shall contact the Primary Administrator (Ridgway Town Manager, Ouray City Administrator, and /or Ouray County Administrator) of the participating jurisdiction for review.

5. **Fiscal Reporting.** Fiscal reporting responsibilities of the shared Victim Advocate(s) shall be as follows:

- a. None.

6. **Job Responsibilities and Oversight.** Job responsibilities and oversight for the shared Victim Advocate(s) shall be as follows:

- a. Pursuant to a grant awarded to the Town of Ridgway by the State of Colorado Department of Public Safety, Victim Advocate(s) shall provide victim advocate services for the months of January through December 2018 for all Parties. Victim Advocate(s) shall provide 24/7 on-call coverage during the 2018 calendar year. The duties shall be rendered in Ouray County, Colorado, or at such other place or places and at such times as the needs of the Parties may from time-to-time dictate.
- b. On behalf of all Parties, all applicable duties as assigned by the Supervising Party shall be timely performed.

- c. The Supervising Parties shall be responsible for victim advocacy solely within their own boundaries and jurisdiction. Nothing contained in this Agreement shall place a burden or responsibility on any Party to provide services within the jurisdiction or boundaries of any other Party.
- 7. **Insurance.** The Parties shall, without waiving any governmental immunity protections to which they and their officials or employees are entitled under C.R.S. 24-10-101, et seq., to obtain adequate insurance to cover the liability and other risks to which they may be exposed as a result of the services to be provided pursuant to this agreement, if either of the Parties does not already have such insurance, and to maintain such insurance throughout the term of this agreement.
- 8. **Term-Withdrawal.** The term and withdrawal provisions applicable to this agreement are as follows:
 - a. This Agreement shall be for a period of one (1) year commencing _____, 2018 and ending December 31, 2018.
 - b. Subject to annual appropriation by each municipality and county to meet its obligations herein, this agreement shall be automatically renewed on an annual basis without the need to execute a new agreement unless amendments are required by either of the Parties.
 - c. Either municipality may withdraw from participation in this agreement at any time by providing written notice to the other municipality, at least thirty (30) days prior to the desired date of withdrawal.
- 9. **Amendments.** This agreement shall not be modified or amended in any manner except by written instrument executed by the Parties.
- 10. **Waiver.** The waiver of any breach of any of the provisions of this agreement, by either Party, shall not constitute a continuing waiver of any subsequent breach by that Party, either of the same, or of another provision of this agreement.
- 11. **Severability.** Invalidation of any of the provisions of this agreement, or of any paragraph, sentence, clause, phrase, or word herein, or the application thereof, in any given circumstance, shall not affect the validity of the remainder of this Agreement.
- 12. **No Third Party Beneficiaries.** Nothing expressed or implied in this agreement is intended or shall be construed to confer upon, or to give any person other than the Parties hereto, any right, remedy or claim, under or by reason of this agreement.

13. **Entire Agreement.** This agreement contains the entire and only agreement between the Parties, regarding the employment of the shared Victim Advocate(s) and no oral statements or representations regarding this matter that are not contained in this agreement shall be of any force or effect between the Parties.

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

TOWN OF RIDGWAY

CITY OF OURAY

John Clark, Mayor

Pamela J. Larson, Mayor

Attest:

Attest:

Pam Kraft, Town Clerk

_____, City Clerk

OURAY COUNTY

Chair, Board of County Commissioners

Attest:

Hannah Hollenbeck, Deputy Clerk

Exhibit A: Timesheet

Town of Ridgway

2018 Victim Advocate Timesheet

Work Week: 12:00 am Saturday through 11:59 pm the following Friday

Comp Hours: Comp time accrual must be approved by supervisors in advance

Accrued comp time in excess of 40 hours must be used by July 1st

Use of comp time accrued must be approved by supervisor in advance

*Employee to input hours worked only; Excel sheet calcs at 1.5 hours

Employee Name:

On-Call Pay: \$210/week

Call out: \$60/hour

Time Sheets: Non-exempt employees shall complete timesheets for each pay period

Please email to your supervisor by 8:00 am on payday (Monday)

Supervisors: review, sign and deliver to the payroll clerk by 9:00 am

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
1	1-Jan							
	2-Jan							
	3-Jan							
	4-Jan							
	5-Jan							
	Week Total:	0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
2	6-Jan							
	7-Jan							
	8-Jan							
	9-Jan							
	10-Jan							
	11-Jan							
	12-Jan							
	Week Total:	0	0	0		0	0	0
	13-Jan							
	14-Jan							
	15-Jan							
	16-Jan							
	17-Jan							
	18-Jan							
	19-Jan							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments:

Ridgway Marshal Signature:

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
3	20-Jan							
	21-Jan							
	22-Jan							
	23-Jan							
	24-Jan							
	25-Jan							
	26-Jan							
	Week Total:	0	0	0		0	0	0
	27-Jan							
	28-Jan							
	29-Jan							
	30-Jan							
	31-Jan							
	1-Feb							
	2-Feb							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
4	3-Feb							
	4-Feb							
	5-Feb							
	6-Feb							
	7-Feb							
	8-Feb							
	9-Feb							
	Week Total:	0	0	0		0	0	0
	10-Feb							
	11-Feb							
	12-Feb							
	13-Feb							
	14-Feb							
	15-Feb							
	16-Feb							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
5	17-Feb							
	18-Feb							
	19-Feb							
	20-Feb							
	21-Feb							
	22-Feb							
	23-Feb							
	Week Total:	0	0	0		0	0	0
	24-Feb							
	25-Feb							
	26-Feb							
	27-Feb							
	28-Feb							
	1-Mar							
	2-Mar							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
6	3-Mar							
	4-Mar							
	5-Mar							
	6-Mar							
	7-Mar							
	8-Mar							
	9-Mar							
	Week Total:	0	0	0		0	0	0
	10-Mar							
	11-Mar							
	12-Mar							
	13-Mar							
	14-Mar							
	15-Mar							
	16-Mar							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
7	17-Mar							
	18-Mar							
	19-Mar							
	20-Mar							
	21-Mar							
	22-Mar							
	23-Mar							
	Week Total:	0	0	0		0	0	0
	24-Mar							
	25-Mar							
	26-Mar							
	27-Mar							
	28-Mar							
	29-Mar							
	30-Mar							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
8	31-Mar							
	1-Apr							
	2-Apr							
	3-Apr							
	4-Apr							
	5-Apr							
	6-Apr							
	Week Total:	0	0	0		0	0	0
	7-Apr							
	8-Apr							
	9-Apr							
	10-Apr							
	11-Apr							
	12-Apr							
	13-Apr							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
9	14-Apr							
	15-Apr							
	16-Apr							
	17-Apr							
	18-Apr							
	19-Apr							
	20-Apr							
	Week Total:	0	0	0		0	0	0
	21-Apr							
	22-Apr							
	23-Apr							
	24-Apr							
	25-Apr							
	26-Apr							
	27-Apr							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
10	28-Apr							
	29-Apr							
	30-Apr							
	1-May							
	2-May							
	3-May							
	4-May							
	Week Total:	0	0	0		0	0	0
	5-May							
	6-May							
	7-May							
	8-May							
	9-May							
	10-May							
	11-May							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
11	12-May							
	13-May							
	14-May							
	15-May							
	16-May							
	17-May							
	18-May							
	Week Total:	0	0	0		0	0	0
	19-May							
	20-May							
	21-May							
	22-May							
	23-May							
	24-May							
	25-May							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
12	26-May							
	27-May							
	28-May							
	29-May							
	30-May							
	31-May							
	1-Jun							
	Week Total:	0	0	0		0	0	0
	2-Jun							
	3-Jun							
	4-Jun							
	5-Jun							
	6-Jun							
	7-Jun							
	8-Jun							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
13	9-Jun							
	10-Jun							
	11-Jun							
	12-Jun							
	13-Jun							
	14-Jun							
	15-Jun							
	Week Total:	0	0	0		0	0	0
	16-Jun							
	17-Jun							
	18-Jun							
	19-Jun							
	20-Jun							
	21-Jun							
	22-Jun							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
14	23-Jun							
	24-Jun							
	25-Jun							
	26-Jun							
	27-Jun							
	28-Jun							
	29-Jun							
	Week Total:	0	0	0		0	0	0
	30-Jun							
	1-Jul							
	2-Jul							
	3-Jul							
	4-Jul							
	5-Jul							
	6-Jul							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
15	7-Jul							
	8-Jul							
	9-Jul							
	10-Jul							
	11-Jul							
	12-Jul							
	13-Jul							
	Week Total:	0	0	0		0	0	0
	14-Jul							
	15-Jul							
	16-Jul							
	17-Jul							
	18-Jul							
	19-Jul							
	20-Jul							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
16	21-Jul							
	22-Jul							
	23-Jul							
	24-Jul							
	25-Jul							
	26-Jul							
	27-Jul							
	Week Total:	0	0	0		0	0	0
	28-Jul							
	29-Jul							
	30-Jul							
	31-Jul							
	1-Aug							
	2-Aug							
	3-Aug							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
17	4-Aug							
	5-Aug							
	6-Aug							
	7-Aug							
	8-Aug							
	9-Aug							
	10-Aug							
	Week Total:	0	0	0		0	0	0
	11-Aug							
	12-Aug							
	13-Aug							
	14-Aug							
	15-Aug							
	16-Aug							
	17-Aug							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
18	18-Aug							
	19-Aug							
	20-Aug							
	21-Aug							
	22-Aug							
	23-Aug							
	24-Aug							
	Week Total:	0	0	0		0	0	0
	25-Aug							
	26-Aug							
	27-Aug							
	28-Aug							
	29-Aug							
	30-Aug							
	31-Aug							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
19	1-Sep							
	2-Sep							
	3-Sep							
	4-Sep							
	5-Sep							
	6-Sep							
	7-Sep							
	Week Total:	0	0	0		0	0	0
	8-Sep							
	9-Sep							
	10-Sep							
	11-Sep							
	12-Sep							
	13-Sep							
	14-Sep							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
20	15-Sep							
	16-Sep							
	17-Sep							
	18-Sep							
	19-Sep							
	20-Sep							
	21-Sep							
	Week Total:	0	0	0		0	0	0
	22-Sep							
	23-Sep							
	24-Sep							
	25-Sep							
	26-Sep							
	27-Sep							
	28-Sep							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
21	29-Sep							
	30-Sep							
	1-Oct							
	2-Oct							
	3-Oct							
	4-Oct							
	5-Oct							
	Week Total:	0	0	0		0	0	0
	6-Oct							
	7-Oct							
	8-Oct							
	9-Oct							
	10-Oct							
	11-Oct							
	12-Oct							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
22	13-Oct							
	14-Oct							
	15-Oct							
	16-Oct							
	17-Oct							
	18-Oct							
	19-Oct							
	Week Total:	0	0	0		0	0	0
	20-Oct							
	21-Oct							
	22-Oct							
	23-Oct							
	24-Oct							
	25-Oct							
	26-Oct							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
23	27-Oct							
	28-Oct							
	29-Oct							
	30-Oct							
	31-Oct							
	1-Nov							
	2-Nov							
	Week Total:	0	0	0		0	0	0
	3-Nov							
	4-Nov							
	5-Nov							
	6-Nov							
	7-Nov							
	8-Nov							
	9-Nov							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
24	10-Nov							
	11-Nov							
	12-Nov							
	13-Nov							
	14-Nov							
	15-Nov							
	16-Nov							
	Week Total:	0	0	0		0	0	0
	17-Nov							
	18-Nov							
	19-Nov							
	20-Nov							
	21-Nov							
	22-Nov							
	23-Nov							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
25	24-Nov							
	25-Nov							
	26-Nov							
	27-Nov							
	28-Nov							
	29-Nov							
	30-Nov							
	Week Total:	0	0	0		0	0	0
	1-Dec							
	2-Dec							
	3-Dec							
	4-Dec							
	5-Dec							
	6-Dec							
	7-Dec							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
26	8-Dec							
	9-Dec							
	10-Dec							
	11-Dec							
	12-Dec							
	13-Dec							
	14-Dec							
	Week Total:	0	0	0		0	0	0
	15-Dec							
	16-Dec							
	17-Dec							
	18-Dec							
	19-Dec							
	20-Dec							
	21-Dec							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

Pay Period	Date	Part-Time Advocate Only			All Advocates			
		Regular Hours Worked (# hours)	Comp Hours Worked* (# hours)	Comp Hours Used (# hours)	Ouray County On Call ("X")	Call Out: Ridgway (# hours)	Call Out: Ouray PD (# hours)	Call Out: Ouray County (# hours)
27	22-Dec							
	23-Dec							
	24-Dec							
	25-Dec							
	26-Dec							
	27-Dec							
	28-Dec							
	Week Total:	0	0	0		0	0	0
	29-Dec							
	30-Dec							
	31-Dec							
	1-Jan							
	2-Jan							
	3-Jan							
	4-Jan							
	Week Total:	0	0	0		0	0	0
Pay Period Total:		0	0	0		0	0	0

Comments: _____

Ridgway Marshal Signature: _____

FIBER-OPTIC INDEFEASIBLE RIGHT OF USE AGREEMENT

THIS FIBER-OPTIC INDEFEASIBLE RIGHT OF USE AGREEMENT (this “*Agreement*”) is made and entered into this ____ day of February, 2018 (the “*Commencement Date*”), by and between Clearnetworkx, LLC, a Colorado limited liability company, having a principal address of 343 N. 3rd Street, Montrose, Colorado (hereinafter referred to as “*Company*”) and the TOWN OF RIDGWAY, a Colorado home rule municipality, having a principal address of 201 N. Railroad Street, P.O. Box 10, Ridgway, Colorado 81432, (hereinafter referred to as “*Town*”); the foregoing entities may sometimes be referred to generically and individually as a “*Party*” or collectively as the “*Parties*”.

RECITALS

WHEREAS, Company and the Town have entered into a verbal agreement, wherein the Company agreed to provide one-half (1/2) of the space inside all fiber-optic conduit owned by Company within the Town limits existing as the Commencement Date, and as explicitly shown on Exhibit A (the “*Town IRU Fiber-Optic Conduit Space*”); and

WHEREAS in exchange for the Town IRU Fiber-Optic Conduit Space, the Town shall transfer to Company ownership of its fiber-optic conduit existing as of the Commencement Date as explicitly shown on Exhibit A; and

WHEREAS, the map provided in this Agreement as Exhibit A, explicitly describes all IRU Fiber-Optic Conduit subject to this share/ownership Agreement; and

WHEREAS, Company and Town acknowledge that in February 2018, the Town purchased previously installed fiber-optic conduit from Deeply Digital, LLC in amounts of \$13,857.92 (for Town-owned conduit, hand holes, fiber and associated labor and materials primarily in Hartwell Park and along the alley east of Mountain Market from Highway 62 south to Moffat / County Road 23 abutting the Ridgway Athletic Park, which conduit and infrastructure is not implicated with this Agreement), and \$21,152.48 (the difference calculated by Company and the Town and payable to Deeply Digital, LLC for the purpose of creating an equitable share of expenses for the Town and Company for the shared conduit and of which most of that fiber-optic conduit is implicated for a transfer of ownership and shared use with this Agreement); and

WHEREAS, Company and Town have presented actual costs of existing and acquired fiber-optic conduit for Company and Town, and with this Agreement agree that those costs informed the ownership and IRU terms in this Agreement, and the subsequent payment of \$21,152.48 to Deeply Digital LLC; and

WHEREAS, the Parties wish to enter into this Agreement as a written confirmation of that verbal commitment between them.

AGREEMENT

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. GRANT OF INDEFEASIBLE RIGHT TO USE

1. Fiber-Optic Conduit Space to the Town. Company shall provide the Town IRU Fiber-Optic Conduit Space to the Town without charge. The size and location of the Town IRU Fiber-Optic Conduit Space is further illustrated on Exhibit A, attached hereto and incorporated herein. The Town shall be free to use the Town IRU Fiber-Optic Conduit Space in any manner it sees fit, including selling it, leasing it, or subleasing it to any third party internet service providers who may be in direct or indirect competition with the Company or its affiliates and/or assigns, provided that the Town provides prior written notice to Company of any such sale, lease, sublease or other use, and only uses third party contractors approved by Company, for the physical work of installing and connecting fiber and associated parts, materials, etc. The Town shall permit Company to be present while performing any work on the Town IRU Fiber-Optic Conduit Space.

2. Transfer of Fiber-Optic Conduit to the Company. Effective as of the Commencement Date, in consideration of the Town receiving the Town IRU Fiber-Optic Conduit Space, the Town shall transfer to the Company ownership of all fiber-optic conduit, exclusive of the Town IRU Fiber-Optic Conduit Space, existing within the Town as of the Commencement Date, and as shown on Exhibit A. Company shall grant to Town an indefeasible right to use the Town IRU Fiber-Optic Conduit Space, coextensive with the term of this Agreement.

3. Title to Fiber-Optic Conduit Space. Legal title to the Company's facilities, including the fiber-optic communications system, including fiber and cable sheathing and any bridge attachments, conduits, brackets, insulators, fixtures, guy wires, anchors, splice boxes, fiber distribution centers and other hardware needed or used to fasten or support the cable shall be held by Company. Neither anything contained in this Agreement, nor any use, however extended, of the Town IRU Fiber-Optic Conduit Space, nor any placement of the Town's facilities on or in the private network of the Company shall create or vest (or be construed as creating or vesting) in the Town any right, title or interest in or to any real or personal property owned by Company other than the indefeasible right of use for the Town IRU Conduit Space. Notwithstanding the foregoing, nothing herein shall be deemed to relinquish Town's right, title, interest or control of the public rights-of-way, nor shall it abrogate applicable provisions of the Town of Ridgway Municipal Code or the Town's Home Rule Charter.

4. Free from Liens and Encumbrances. The Town shall keep the Company's facilities and other property subject to this Agreement free from any liens, rights or claims of any third party attributable to the Town that adversely affects or impairs the Company's exclusive ownership and use of its facilities or other property.

5. Maintenance:

a. Although Company shall maintain and repair the conduit in which the Town IRU Fiber-Optic Conduit Space is located, Company shall make no guarantee of service or lost revenue or goodwill as a result of poor or no service. The Town and Company shall share in the cost of any maintenance, repair or relocation expenses equally. Company shall notify the Town in advance of the work and associated estimated costs for the work. Company and Town shall endeavor to agree on the final scope and cost of the work.

b. The Town shall be responsible for maintenance of its own fiber-optic cable and costs thereof, with access to such cable at the points identified on Exhibit A. The Town shall give Company advance written notice of its intent to perform maintenance or repair on the cable, shall only use third party contractors approved by Company, and shall permit Company to be present while performing any work on the Town IRU Fiber-Optic Conduit Space.

c. The Town shall pay Company its reasonable costs for any additional/special work or maintenance requested by Town in writing and furnished by Company on or related to the conduit in which the Town IRU Fiber-Optic Conduit Space is located. Costs shall include labor, contractor costs, reasonable overhead costs, material, and any other expenses directly associated with maintenance, repair, or Town-requested work done on such conduit.

6. Delivery of Space and Ownership of Conduit. Effective as of the Commencement Date, the Town shall accept the use of the Town IRU Fiber-Optic Conduit Space, and the Town shall transfer ownership of fiber-optic conduit existing within the Town, as described explicitly on Exhibit A, and owned by the Town, to Company.

7. Access. Company shall provide access to the conduit space at the points identified on Exhibit A. Notwithstanding anything to the contrary contained herein, the Town acknowledges that it will need to install hand holes at the access points, and that the Town IRU Conduit Space does not include hand holes, unless otherwise described on Exhibit A.

8. Use of Facilities. The Town may use the Town IRU Conduit Space to provide any lawful purpose.

9. Connection. If either Party desires additional conduit space, such party shall request it from the other Party. Nothing herein shall be construed as requiring either Party to create connections or tender conduit space to the other Party.

10. No Continuing Obligation. Nothing in this Agreement shall be construed as a continuing financial obligation of the Town, and this Agreement subject to neither annual appropriation nor voter approval by the Town.

II. GENERAL PROVISIONS

11. Assignment. Rights granted under this Agreement may be assigned or transferred by the Town, provided that if the Town desires to sell the Town IRU Fiber-Optic Conduit Space,

it shall first offer to sell such Town IRU Fiber-Optic Conduit Space to the Company prior to selling it to any third party. The Town agrees that the price for such Town IRU Fiber-Optic Conduit Space shall be \$21,152.23 during the first five (5) years of this Agreement. Company may assign this Agreement with prior written consent from the Town.

12. Comprehension and Authority to Sign. The Parties agree that they understand the terms and conditions of this Agreement. Both Parties acknowledge that the undersigned have authority to sign for and bind their respective entities.

13. Further Assurances. Each Party hereto agrees to cooperate in all reasonable respects necessary to consummate the transactions contemplated by this Agreement, and from time to time to execute and deliver such documents and instruments as may reasonably be required in order to implement the transactions contemplated hereby. Each Party agrees to cooperate in the execution of subsequent addenda, or to re-execute an amended version of this Agreement, in the event that a Party discovers: (1) a clerical error; (2) a misinterpretation of law except if the misinterpretation of the law would materially alter or defeat the essential business purpose of this Agreement; or (3) an error as to form; when such error(s) obviate or hinder the consideration, performance or enforcement of this Agreement.

14. Force Majeure. Neither Party shall be liable for the failure to fulfill its obligations under this Agreement if and to the extent such failure is caused by an occurrence beyond its reasonable control, including, without limitation: expropriation or confiscation of facilities, compliance with any order or decree of any governmental authority; acts of war or terrorism, floods or abnormal severe weather; riots, rebellion, or sabotage; fires or explosions; labor disputes, strikes, or other concerted acts of workmen; accidents or other casualty; and failures of utilities, local exchange carriers, cities, municipalities, and other political subdivision to follow laws, agreements, or contracts. Further, neither Party shall be liable for delays caused by the inaction of utilities, local exchange carriers, or other political subdivisions in granting access to rights of way, structures, or any other required items needed for the installation or operation of the fiber-optic cable facilities.

15. Term of Agreement and Renewal. This Agreement shall remain in place for ninety nine (99) years from the Commencement Date unless terminated as provided for herein. The term of this Agreement shall automatically renew for successive twenty (20) year terms upon the same terms and conditions as set forth under this Agreement, and at no added cost to the Town, unless either Party gives written notice of termination to the other Party no less than sixty (60) days prior to the expiration of the then-current term.

16. Default. Each and every term and condition shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default thereof.

17. Termination. The Parties may terminate this Agreement by mutual consent, made in writing, at any time for their convenience. Upon any default, as defined herein, either Party may terminate this Agreement if such default remains uncured after one hundred and eighty (180) days written notice thereof, given as specified below. In the event this Agreement is terminated,

the Town's right to use of the Town IRU Conduit Space shall be revoked on the effective date of termination. Additionally, Company may terminate its ownership of the conduit space within the Town described herein at any time upon written notice to the Town, and in such event Company shall promptly transfer ownership of such conduit to the Town.

18. Notice. Each Party giving or making any notice, request, demand or other communication (each, a "**Notice**") pursuant to this Agreement shall (i) give the Notice in writing; (ii) cause the Notice to be signed by an individual with authority to represent the Party sending the Notice; and (iii) use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, or Registered or Certified Mail, in each case, return receipt requested and postage prepaid. Each Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the "**Addressee**"), whose name appears on the signature page of this Agreement, or to another Addressee or at another address designated by a party in a Notice pursuant to this Section. Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with all applicable provisions in this section, and if the Addressee has received the Notice.

THIS AGREEMENT is hereby approved and agreed to, and made effective this date as evidenced by the signature below, this ____ day of _____, 2018.

[Signatures on following page]

TOWN OF RIDGWAY

COMPANY

By: _____
Name: _____
Title: Mayor

By: _____
Name: Doug Seacat
Title: Member

ACKNOWLEDGEMENT

STATE OF COLORADO)
)ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2018,
by _____, as _____ of Town of Ridgway.

(Notarial Seal)

Notary Public

STATE OF COLORADO)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2018,
by Doug Seacat, as Member of Clearnetworkx, LLC.

(Notarial Seal)

Notary Public

EXHIBIT A: IRU Fiber-Optic Map

Explicitly show shared fiber-optic conduit;

This map also to show who owns the hand holes as Deeply installed some hand holes for the town and some for Clearnetworkx.

www.sthmotors.com
P.O. Box 344 • Broomfield, Colo. 80020
Phone (303) 469-1801

Purchase Contract

DEAL # 387411

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1

SALESMAN JONATHAN DAVID HANSEN

Buyer RIDGWAY TOWN OF
Co-Buyer _____
Address 201 RAIL ROAD ST
City RIDGWAY State CO Zip 81432
Phone(H) _____ (W) _____ County COURAY
B. Lic.# _____ State _____ Birth date _____
C.B. Lic.# _____ State _____ Birth date _____
B.S.S.# 100-242127-205 C.B.S.S.# 100-242127-205

SALUTATION _____
☐ NEW ☐ USED ☐ DEMO
 STOCK NO. _____ 55472
 CUSTOMER NO. _____
 DATE _____ FEBRUARY 6, 2018
 YEAR _____ 17 MAKE _____ FORD
 MODEL _____ EXPLOR INT MILEAGE _____
 COLOR _____ WHITE
 SERIAL NO. _____ 1FM5K8AR6HGA94976

	Purchase Price	31509.00
	Add'l Equip	N/A
	Total Selling Price	31509.00
	Less Trade-In	N/A
	Net Difference	31509.00
	Dealer Prep	N/A
	State Tax	N/A
	RTD Tax	N/A
	City Tax	N/A
	County Tax	N/A
	ESP	N/A
	Total	31509.00
E-Mail Address		
Buyer agrees to pay any and all taxes that may be applicable to this transaction		

USED VEHICLES SOLD WITHOUT ANY WARRANTY!
This Used Vehicle is sold without any warranty. The Purchaser will bear the entire expense of repairing or correcting any defects that presently exist and/or may occur in the vehicle; unless the Sales Person promises, in writing, to correct such defects.
The information you see on the window form (Buyers Guide) for this vehicle is part of this contract. Information on the window sticker overrides any contrary provisions in the contract sale.

Buyer's Approval

Co-Buyer's Approval

Purchase Price		31509.00
Add'l Equip		N/A
Total Selling Price		31509.00
Less Trade-In		N/A
Net Difference		31509.00
Dealer Prep		N/A
State Tax	%	N/A
RTD Tax	%	N/A
City Tax	%	N/A
County Tax	%	N/A
ESP		N/A
Total		31509.00
Partial Down Payment		N/A
Cash Due on Delivery		31509.00
		NE
Pay Off Good To		N/A
Unpaid Balance		N/A
Optional Insurance		N/A
Amount to Finance		N/A
Finance Charge		N/A
Total of Payments		N/A
Annual Percentage Rate		N/A %

TRADE IN DETAIL

TRADE IN DETAIL		Manager's Use Only	
		Trade Stock No. _____	
Year _____	Make _____	Model _____	Mileage _____
Serial No. _____		Body Style _____	
Pay Off To _____		Amount \$ _____	
Address _____		Good Until _____	

INSTALLMENT INFORMATION 1-

Finance Payments _____ Mos. of \$ _____ First Payment Due _____
 Financed By _____
 Optional Insurance: Credit Life \$ _____ N/A Accident & Health \$ _____ N/A Total \$ _____ N/A

Vehicle Has No Insurance After Delivery Other Than Shown Above

I hereby offer to purchase the automobile above described, at the above price. The price quoted is for immediate delivery but if for a new car on which the price should be changed by the manufacturer before I have taken delivery, then this offer shall be construed as if the changed price was originally inserted herein. This offer becomes a binding contract when accepted by the dealer, but the delivery is subject to strikes, fires, floods or any other cause beyond the dealer's control.

The undersigned warrants that the used car offered in trade is free and clear of all encumbrances (except only for "payoff" above noted, if any) and taxes, and will furnish clear title at time of delivery.

It is agreed that this car if purchased by me is subject to provisions of the Manufacturer's Warranty, if any, and that it is the only warranty, either expressed or implied, applicable to the sale. No warranty or guarantee of any kind is given on used or second hand cars or trucks, unless given in writing.

Dealer assumes no responsibility for any promises or statements made by the salesman unless written on this offer and countersigned by Sales Manager or Executive Officer UNTIL APPROVED AND ACCEPTED IN WRITING IN THE SPACE PROVIDED BELOW, BY THE SALES MANAGER OR EXECUTIVE OFFICER OF THE DEALER, THIS OFFER SHALL NOT BE BINDING ON THE DEALER.

I have read the matter printed on the back hereof and agree to it as a part of this order the same as if it were printed above my signature. The front and back of this order comprise the entire agreement pertaining to this purchase, and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. Receipt of a copy of this order is hereby acknowledged. I certify that I am 18 years of age or older.

BUYER'S APPROVAL

CO-BUYER'S APPROVAL ☒

APPROVED & ACCEPTED

SALES MANAGER OR OFFICER

Resolution No. 18- 01
Resolution of the Town Council of Ridgway, Colorado
Amending the Police Procedures Manual to add a Section 23: Seat Belt Policy

WHEREAS, the Town Council implemented the Police Procedures Manual through the adoption of Resolution 99-04 on April 14, 1999; and

WHEREAS, the Town Council has amended the Police Procedures Manual since that time of initial adoption; and

WHEREAS, the Police Procedures Manual does not include a Seat Belt Policy and such policy is now desired to preserve the health, safety and welfare of the Marshal's Department.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO the Seat Belt Policy as described herein is now adopted:

23. Seat Belt Policy

Wearing of Safety Restraints:

All members shall wear properly adjusted safety restrains when operating or riding in a seat equipped with restraints, in any vehicle owned, leased or rented by the Ridgway Marshal's Department while on – or off-duty. The member driving such a vehicle shall ensure that all other occupants, including non-members, are also properly restrained (CRS: 42-4-236; CRS: 42-4-237).

Safety Restraints shall not be required in circumstances where such use would pose a greater risk than not using them.

PASSED AND APPROVED this 14th day of February 2018.

ATTEST

TOWN OF RIDGWAY

Pam Kraft, MMC,
Town Clerk

John Clark,
Mayor



The Mountain Pact

[Town Logos]

March 2, 2018

Dear Members of Senate and House of Representatives:

As mountain communities that serve as world-class tourism destinations we would like to encourage you to consider the implications of H.R. 4239, the SECURE American Energy Act on management of America's public lands. This bill, along with S. 2319 the ONSHORE Act in the Senate, would transfer control of oil and gas drilling on public lands to states. This action would circumvent critical protections for our watersheds, tourist attractions and outdoor recreation assets, along with public participation requirements that currently give our community members and business owners a voice in the use of nearby public lands.

Our communities representing [number of residents] year round residents and [number of visitors] annual visitors rely on a healthy, well managed and balanced public lands system for continued economic success. Public lands are the most basic infrastructure upon which the outdoor recreation economy depends, and therefore public lands management that does not prioritize a balanced multiple-use mandate would be detrimental to the economic base and vitality of our communities.

States are not bound by the Federal Land Policy and Management Act and the National Environmental Policy Act (NEPA) that require an environmental review process, public comment period, and a balanced mix of activities on public lands. Because of this, under the SECURE and ONSHORE Acts, drilling on tens of millions of acres of public lands would be exempt from NEPA reviews. Not only would this endanger the health and safety of drinking water and the environment, but it would also keep public voices like ours that will be most impacted out of the development process.

Additionally, the expanded financial burden of regulating oil and gas drilling would shift to states. However some states face budget shortages and could be unable to perform the necessary regulation and inspection in spite of promises to do so. Many states are already facing challenges inspecting their existing oil and gas wells.

Overall, the SECURE and ONSHORE Acts would be detrimental to public lands activities such as outdoor recreation that drives our economies and communities that rely on the shared and balanced use of our public lands. We urge you to not move forward with this bill.

Thank you for your time and your consideration.

Sincerely,

[List of Town Names]

RIDGWAY PLANNING COMMISSION AGENDA

Tuesday, January 30th, 2018
Planning Commission Regular Meeting
Ridgway Community Center
201 North Railroad Street, Ridgway, Colorado

ROLL CALL Chairperson: Doug Canright, Commissioners: John Clark, Thomas Emilson, Larry Falk, Ellen Hunter, Bill Liske, and Jennifer Nelson

JOINT WORKSHOP: 5:30 – 6:30 pm

2018 Master Planning Process Overview

REGULAR MEETING: 6:30 pm

PUBLIC HEARINGS:

1. **Application:** Preliminary Plat for Lena Street Commons; **Location:** East of Blocks 31 and 32, north of Hartwell Park/Charles Street, east of Lena Street, south of Otto Street, and west of the Library District property and Town of Ridgway property at North Railroad Street; **Address:** 316 North Lena Street; **Zone:** General Commercial (GC) and Historic Business (HB); **Applicant:** Tate Rogers **Owner:** Arthur Travis Spitzer Revocable Trust

*This is a continuation of a hearing from December 5, 2017. The Applicant will be requesting a continuation to the March 27, 2018 meeting.

Continuation approved.

OTHER BUSINESS:

2. Ridgway Area Joint Planning Board – recruit new member
Will work on recruiting an appointee and revisit at the February Planning Commission meeting.

APPROVAL OF MINUTES:

3. Minutes from the meeting of January 2nd, 2018
Approved.

ADJOURN REGULAR MEETING