

**Ridgway Town Council**  
Regular Meeting Agenda  
Wednesday, June 13, 2018  
201 N. Railroad Street, Ridgway, Colorado

5:30 p.m.

**OATH OF OFFICE**

The Town Clerk will administer the oath of office to newly appointed Councilor Tom Heffernan.

**ROLL CALL** Councilors Robb Austin, Tom Heffernan, Ellen Hunter, Ninah Hunter, Tim Malone, 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 regarding Council procedures, and to discuss matters subject to negotiations regarding property acquisition, land use, and agreements. The Council may reconvene into executive session at the end of the regular meeting.

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 Joint Workshop Meeting of May 7, 2018.
2. Minutes of the Regular Meeting of May 9, 2018.
3. Minutes of the Special Meeting on May 23, 2018.
4. Minutes of the Joint Council and Planning Commission Workshop of May 23, 2018.
5. Minutes of the Joint Council and Planning Commission Workshop of June 6, 2018.
6. Register of Demands for June 2018.
7. Renew liquor store license for Ridgway Liquors.
8. Renew beer and wine liquor license for Burro Cafe.
9. Renew hotel liquor license for Chipeta Sun Lodge.
10. Renew tavern liquor license for the Sherbino Theater.
11. Renew 3.2 beer liquor license for Ridgway Shell.
12. Renew 3.2 beer liquor license for Ridgway Conoco.

## INTRODUCTIONS

13. Introduction of Master Plan consultants: Darcy White and Charlie Brennan of Clarion Associates and Heidi Aggeler of BBC Research and Consulting

**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.

14. Concerns regarding noise levels from Ridgway Concert Series - Jane Haefner.
15. Presentation on Parking Assessment, sponsored by Department of Local Affairs Main Street Program – Walker Christensen, DHM Design.
16. Ratification of the request to change the Ridgway Creative District committee name to the Ridgway Creative Advocacy Team (CAT) as the advocacy arm of the Town’s Creative District program participation – Diedra Silbert, Community Initiatives Facilitator.
17. Ratification of Letter of Support for Grand Mesa Uncompahgre Gunnison National Forest Plan Revision comments – Great Old Broads for Wilderness, via email.
18. Request for Letter of Support for the Montrose Regional Airport improvements – Keith Caddy, Chairman Montrose County Board of County Commissioners, via email.
19. Request to appoint Andrea Sokolowski as Member-At-Large to the Ouray County Housing Advisory Committee – Ouray County Housing Advisory Committee, via email.

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

20. Recommendation from Planning Commission to amend the Parkside P.U.D. Plat regarding the allowance of Accessory Dwelling Units and allowing adjacent street trees to count toward the overall landscaping requirement - Application: Plat Amendment; Location: Parkside Subdivision, all lots; Address: 755, 760, 765 and multiple TBD N Laura, multiple TBD Marion Overlook; Zone: Residential (R); Applicant: Parkside Ridgway Community Association; Owners: Habitat for Humanity of the San Juans, Cameron L Miller, Kim Moriyama, Alpine Creek Homes LLC, Meaghan McGuire, Riverside Investment Partners LLC, Brittany Christina Martin, Parkside Ridgway Holdings LLC, Matthew P Sandoval, Kierstin Janal Strand, Stephen J Hertzfeld, Kelly Lynn Finegan, John A JR Malone, A Henry Case, Bryce Lanier Jones, Justin R Fagan – Town Manager
21. Recommendation from Planning Commission to approve the Preliminary Plat for Lena Street Commons Planned Unit Development - 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 – Town Manager
22. Development Agreement and Site Specific Development Plan for the Lena Street Commons Planned Unit Development – Town Manager

23. Request for extension of River Park Ridgway Business Park Filing 3, Outlot P3/C Preliminary Plat approval pursuant to Municipal Code 7-4-5(C)(1)(c) - Glenn Pauls for Ridgway Light Industrial, LLC.
24. Introduction of an Ordinance of the Town of Ridgway, Colorado Granting a Franchise by the Town of Ridgway, Colorado to Black Hills Energy – Town Attorney.

**LAND USE ITEMS** 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.

25. Water Update and commencement of Stage II Water Restrictions effective June 12<sup>th</sup>, 2018: Mandatory Watering Restrictions, limiting irrigation to 2 specified days per week, no watering between the hours of 9AM – 6PM or when windy, for all properties using Town of Ridgway water – Town Manager.
26. Request for 30-day extension for temporary access to North Railroad Street at Park Subdivision, Lot A – Town Attorney.
27. Review of Draft Emergency Operations Plan – Town Manager.
28. Request to expend up to \$12,000 to create a preliminary design for South Railroad Street as related to the Alpenglow Co-Housing development south of Highway 62 – Town Manager.
29. Appointment of Councilors to fill the vacancies created from the cancelation of the Annual Election of April 3<sup>rd</sup> - Mayor Clark.

#### **MANAGERS REPORT**

30. Planning Commission Update
31. Master Plan Update
32. Public Works update: RUSA lift station, streets, parks, etc.
33. Discussion of workshop on revenue opportunities – follow up to 5/23 workshop discussion
34. Discussion of August application cycle for infrastructure funding with the Department of Local Affairs
35. Update on required animal-resistant containers
36. South Railroad Street design workshop on 6/19 from 6:00 – 7:00 pm

**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 - Councilors Hawse and Young  
Communities That Care Coalition - Mayor Clark  
County Board of Appeals - Mayor Clark  
County Weed Board - Councilor Williams; alternate - Town Engineer  
Fairgrounds Liaison - Councilor Hunter  
Gunnison Valley Transportation Planning Region - Town Manager; alternate - Town Engineer  
Joint Planning Board - Councilor Hunter, citizens Rod Fitzhugh & Tom McKenney; alternate-Mayor Pro Tem Johnson

Multi-Jurisdictional Housing Advisory Committee - Councilor Austin; alternate - Town Manager  
Ouray County Transit Committee - Town Engineer; alternate - Town Manager  
Ouray County Water Users Association - Councilor Hunter  
Parks, Trails & Open Space Committee - Councilors Austin, Williams and Mayor Pro Tem Johnson  
Planning Commission representatives - Mayor Clark and Councilor Hunter  
Region 10 - Mayor Clark  
Scholarship Committee - Councilors Young, Mayor Pro Tem Johnson and Mayor Clark  
Sneffels Energy Board - Mayor Clark and Town Manager; alternate - Mayor Pro Tem Johnson

## **ADJOURNMENT**

Deadline for agenda items for next regular meeting, Wednesday, July 3, 2018 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

**AGENDA ITEM #1 - #12**

**Consent Calendar**

RIDGWAY TOWN COUNCIL  
& PLANNING COMMISSION

MINUTES OF JOINT WORKSHOP

MAY 7, 2018

The Town Council convened for a Joint Workshop with the Planning Commission at 6:15 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Malone and Mayor Clark. Councilmembers Austin, E. Hunter, N. Hunter and Mayor Pro Tem Johnson were absent. Present from the Planning Commission Chairperson Canright and Commissioners Emilson and Falk.

Town Clerk's Notice of Joint Workshop Meeting dated May 1, 2018.

The Town and Commission met to receive training regarding public official liability through the Town's insurance carrier CIRSA.

ADJOURNMENT

The meeting adjourned at 8:25 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

RIDGWAY TOWN COUNCIL  
MINUTES OF REGULAR MEETING  
MAY 9, 2018

OATH OF OFFICE

The Town Clerk administered the oath of office to recently appointed Councilor Tim Malone.

CALL TO ORDER

The Mayor Pro Tem called the meeting to order at 5:35 p.m. in the Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance, Councilors Austin, E. Hunter, N. Hunter, Malone and Mayor Pro Tem Johnson. Mayor Clark was absent.

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 E. Hunter, seconded by Councilor N. Hunter and unanimously carried to enter into closed session.

The Council entered into executive session at 5:35 p.m. with the Town Attorney and Town Manager.

The Council reconvened to open session at 6:05 p.m. with Mayor Pro Tem Johnson presiding.

PROCLAMATIONS

The Town Manager read two proclamations, recognizing the Town Clerk and International Municipal Clerks Week; and another proclaiming Water Supply Week and acknowledging the Town's public works staff that supply drinking water to the community.

CONSENT AGENDA

1. Minutes of the Regular Meeting of April 11, 2018.
2. Minutes of the Workshop Meeting of April 25, 2018.
3. Register of Demands for May 2018.
4. Renewal of restaurant liquor license for Oriental Chinese Restaurant.
5. Renewal of tavern liquor license for Steps.
6. Renewal of brew pub license for Colorado Boy Brewing Company.

ACTION:

It was moved by Councilmember E. Hunter and seconded by Councilmember Austin to approve the consent agenda. The motion carried unanimously.

## PUBLIC REQUESTS AND PRESENTATIONS

7. Recommendation from Parks Committee and request to expend \$10,000 of Town appropriated funds toward development of Green Street Park to construct a community garden

Staff Report from the Town Manager dated 5-3-18 presenting a request for funding and approval of revised, phased plan for the Ridgway Community Garden in the Green Street Park on leased Town property.

Speaking on behalf of the Ridgway Community Garden Committee Agnieszka Przeszlowska explained two GOCO grant applications have been denied for development of Green Street Park, which would include the community garden. The committee has evaluated ways in which to proceed without grant funding, and recently met with the Parks Committee. She reported they are recommending a "scaled back version" of the park, and phased construction of the garden. The committee has raised over \$30,000 in donations and is looking at constructing Phase 1, which would include 22 raised beds, irrigation system, fencing and tool shed, based on the original design. She requested the Council consider allocating the \$10,000 budgeted for construction of the park, to be used to provide Town labor to grade a gravel parking area and path to the garden site.

### ACTION:

Councilor Austin moved to accept the Parks Committee recommendation to expend the \$10,000 budgeted funds and accept the concept of working with the community garden, Councilmember N. Hunter seconded and the motion carried unanimously. On a question from the Council, Councilor Austin amended the motion to include the \$10,000 to be used for creation of a parking area, Councilor N. Hunter seconded, and the motion carried unanimously.

8. Presentation of the Citizens Wilderness Proposal for the Grand Mesa, Uncompahgre & Gunnison National Forest Revision Plan

Jim Stephenson speaking on behalf of the Ridgway Ouray Community Council and Northern San Juan Great Old Broads for Wilderness explained the two organizations have collaborated and created a citizens wilderness proposal to include in the proposed revision to the Grand Mesa, Uncompahgre & Gunnison (GMUG) National Forest Plan. The proposal includes recommending designations for five wilderness and special interest areas within Ouray County, the Bear Creek Drainage; Baldy Mountain Trail Addition; Hayden Mountain Complex; Whitehouse Addition and the Abram Special Management Area. The "scoping period" to accept comments is the first step in a four part process, and he requested the Council send an endorsement of the proposal, which will be submitted by the June 2<sup>nd</sup> deadline.

There was discussion by the Council and it was agreed to adopt a resolution of support at the June meeting. The citizens group was requested to prepare a resolution and present it to staff for inclusion into the agenda.

9. Recommendation from the Parks Committee and request for funding from Public Art Ridgway Colorado to purchase FreeNotes Harmony Park outdoor musical instruments for Town parks

Staff Report dated 5-3-18 from the Town Manager presenting a request from Public Art Ridgway Colorado (PARC) and recommendation from the Parks Committee.

Susan Baker on behalf of PARC explained the committee has been offered the purchase of seven new FreeNotes Harmony Park outdoor musical instruments. The committee is proposing to purchase and donate to the Town the instruments which can be used by children and adults, for placement in Weaver and Hartwell Parks. She reported the non-profit committee can donate \$3000 towards the purchase, and requested the Town expend funds for the remaining \$4000.

Mayor Pro Tem Johnson reported the Parks and Trails Committee received the request at the last meeting and is in favor of the purchase and placements.

**SPEAKING FROM THE AUDIENCE:**

Sue Husch and Brad Wallace spoke in support of the purchase.

There was discussion between Council and staff pertaining to allocation of the funds from the fiscal year budget.

**ACTION:**

Councilor E. Hunter moved, with a second by Councilmember N. Hunter, to approve the request for funding up to \$4000 to purchase FreeNotes Harmony Park outdoor musical instruments in conjunction with PARC and utilize a variety of funds as discussed. The motion carried unanimously.

**10. Request to use Hartwell Park and public rights-of-way, Railroad Street and Sherman Street, for the second annual Ridgway Area Trails bike race**

Special event permit application from COPMOBA Ridgway Area Trails Chapter for the Ridgway Fat Tire Festival RAT Race on June 9<sup>th</sup>.

Edward Hines, representing the Ridgway Area Trails Group, requested permission to use the Hartwell Park parking area and gazebo, and close streets from Railroad Street to Sherman and receive a police escort, for the second annual Ridgway Annual Trails (RAT) bike race. He explained the race is held off Highway 550 at County Road 10, on 22 miles of trails located on Bureau of Land Management property, and will host 200 riders.

**ACTION:**

Councilor Austin moved to approve the request to use Hartwell Park and public rights-of-ways, Railroad Street and Sherman Street, for the second annual RAT 26 mile ride and race, Councilor N. Hunter seconded, and the motion carried unanimously.

**11. Presentation of quarterly report from Ridgway Area Chamber of Commerce for the first quarter of 2018**

Letter dated 5-4-18 presenting the first quarter report from the Ridgway Area Chamber of Commerce.

Chamber Board President Colin Lacy presented a quarterly report on the use of lodging tax receipts for marketing purposes. He explained "we are right on target where we should be" and presented updates which included: the new executive director; two new board members; the Colorado Corridor Project with Town collaboration; updates to the website; 2018 Visitors Guide, 100,000 copies distributed; on-line presence project; design work on themes for

common identifiers; print media with co-op advertising; developing itineraries to post on the website; initiatives to engage with “youth ambassadors”.

## PUBLIC HEARINGS

12. Adoption of an Ordinance amending Chapter 9-2 of the Ridgway Municipal Code to provide for mandatory animal-resistant trash containers for all properties within the Town of Ridgway, defining animal-resistant cans, containers and dumpsters, and amending the Short Term Rental Regulations in Chapter 7-3 to reference the entire Chapter 9-2 for trash and recycling utility services, and revising regulations and rates for Town curbside solid waste and recycling service

Manager Coates presented an ordinance which coordinates with the award of the residential refuse and recycling contract, and implements requiring the use of animal resistant containers for both residential and commercial properties. She reviewed the proposed ordinance with the Council. Manager Coates noted if approved by the Council, staff will need to contact all residential users and request a choice to either lease or purchase an animal resistant container, so the program can be instituted by the end of the June.

## SPEAKING FROM THE AUDIENCE

Anthony Gegauff stated if refuse is “placed out” on the day of pick up only, there would not be a need for animal resistant containers. He requested an exception be placed in the ordinance for persons placing refuse “out on the morning of the pick up”, “not be required to use” an animal resistant container.

Robert Warren supported the statement made by Mr. Gegauff explaining he lived in a community that required the use of animal resistant containers and “it didn’t work”. If refuse was “placed out the night before” bears would break into the containers.

David Stytz asked “can we put this up for a public vote”?

Vicki Hawse stated she agreed with the other statements and asked if there could be an option of sizes of refuse containers. She spoke in support of “individual accountability” and fining persons not following regulations.

Kuno Vollenweider asked about disposal of yard waste.

Michelle Brugiere agreed with comments made, and asked about disposal of refuse containers currently being used.

There was discussion between the Council and staff regarding questions posed by the audience. The Town Attorney reported on election and citizen’s initiatives, the Town Manager noted she would speak to the refuse contractor regarding recycling existing containers, and it was noted collection of yard waste is addressed in the proposed ordinance. The Council discussed the purchase or lease of animal resistant containers.

## ACTION:

Councilmember N. Hunter moved to adopt the Ordinance amending Chapter 9-2 of the Ridgway Municipal Code to provide for mandatory animal-resistant trash containers for all properties within the Town of Ridgway, defining animal-resistant cans, containers and dumpsters, and amending the Short Term Rental Regulations in Chapter 7-3 to reference the entire Chapter 9-2 for trash

and recycling utility services, and revising regulations and rates for Town curbside solid waste and recycling service, seconded by Councilor E. Hunter the motion carried unanimously.

### LAND USE ITEMS

13. Recommendation from the Planning Commission and request to participate with the Lena Street Commons Development in cost of design for improvements of Lena Street

Staff Report dated 5-4-18 from the Town Manager presenting a background and recommendation from the Planning Commission regarding the proposed Lena Street Commons development, and improvements to Lena Street.

Manager Coates explained the Planning Commission has approved the preliminary plat for the Lena Street Commons Development, which will be forwarded to the Council in June. The developer has asked the Town to participate in the cost to develop and pave Lena Street between Otto and Charles Streets. The first step of the process would be design and engineering which is estimated to cost between \$14,000 and 16,000. She recommended appropriating unbudgeted funds to participate in the engineering, and retaining the Town Engineers firm, Consolidated Consulting Services (CCS), which will eliminate review costs by the Town, and could save \$4,000 to 6,000.

Speaking on behalf of the developers, attorney Tom Kennedy stated the developers approve the concept of hiring the engineering firm and “paying for half of the cost”.

### ACTION:

Councilor E. Hunter moved to accept the recommendation from the Planning Commission to participate with the Lena Street Commons Development for cost of engineered design for Lena Street with a 25-75 split with Lena Street Commons paying 75%, and award the contract to CCS for a total amount not to exceed \$16,000, Councilor Austin seconded, and the motion carried unanimously.

### POLICY MATTERS

14. Presentation on Town internship through the Department of Local Affairs/University of Colorado-Denver Best and Brightest Intern Program

Assistant Planner Lu Hauger reported her two year internship with the Town is expiring at the end of month. She presented an overview of projects she has been involved in while employed by Town, her final school project, and receipt of her masters degree in political science and public policy. She thanked the Council for the opportunity to work for the Town, and expressing appreciation.

15. Award of bid and enter into an agreement with Bruin Waste Management for residential curbside refuse and recycling services

The Town Manager presented a contract and scope of services for a five year residential refuse and recycling collection contract with Bruin Waste Management. She noted the contract requires users of the service to purchase an animal resistant container, or lease a container on a monthly basis.

There was discussion between the Council and Chris Troser with Bruin Waste regarding lease or purchase of the containers, and collection of yard waste. Mr. Troser answered a question from the audience regarding replacement of damaged containers.

ACTION:

Councilor N. Hunter moved to award the bid and enter into an agreement with Bruin Waste Management for residential curbside refuse and recycling with a correction to the contract as presented regarding second can service. Councilor E. Hunter seconded and after a call for the vote the motion carried unanimously.

The Council took a recess at 8:20 p.m. and reconvened at 8:30 p.m.

16. Amendment to extend for one year the Memorandum of Understanding regarding annexation of Ouray County property

Manager Coates presented an amendment to extend for one year the Memorandum of Understanding with Ouray County dated August 9, 2017 regarding annexation of county property off Mall Road. She reported the County has requested the one year extension due to the Courthouse Renovation Project.

ACTION:

Moved by Councilor E. Hunter, seconded by Councilor Malone to approve the amendment to the Memorandum of Understanding dated July 9, 2017 regarding annexation of Ouray County property, extending the deadline by one year. The motion carried unanimously.

17. Memorandum of Understanding for access to Railroad Street for Park Subdivision, Lot A and Mitchell Subdivision No. 2, Lot 1

The Town Attorney asked the Council to approve another thirty day temporary access easement off of Railroad street for the Ridgway Railroad Museum.

ACTION:

Councilor N. Hunter moved to extend the temporary access off Railroad Street for Park Subdivision, Lot A and Mitchel Subdivision No. 2, Lot 1 for another 30 days, seconded by Councilmember Austin, the motion carried unanimously.

18. Appointment of Councilor to fill vacancy created from the cancelation of the annual election

Mayor Pro Tem Johnson announced at the previous meeting the Council appointed Jonathan Barfield to fill a one year vacancy on the Town Council. He reported Mr. Barfield will not be able to devote the time necessary to the position and has declined.

There was discussion by the Council and it was agreed to appoint Tom Heffernan for the remainder of the vacant term.

ACTION:

Councilmember Austin moved to appoint Tom Heffernan to fill the vacancy on the Town Council, Councilor E. Hunter seconded, the motion carried unanimously.

19. Request for consideration of penalty and fee schedule updates

Staff Report from the Town Manager dated 5-4-18 presenting a proposed update to fees and penalties and preparation of a fee schedule.

Manager Coates reported staff has been reviewing current fees, fines, penalties and various code provisions. Staff is recommending revising fees and consolidating into a single fee schedule document. The Council agreed with the concept.

### TOWN MANAGERS REPORT

Manager Coates updated the Council on the status of the drought; the master plan process; the annual Greenlights Program; and the need to update code provisions regarding the water cross connection regulations.

### COUNCIL REPORTS

Councilor Austin reported on the Multi-Jurisdictional Housing Authority.

### 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 E. Hunter, seconded by Councilor N. Hunter and unanimously carried to enter into closed session.

The Council entered into executive session at 9:05 p.m. with the Town Attorney and Town Manager.

The Council reconvened to open session at 9:35 p.m.

### ADJOURNMENT

The meeting adjourned at 9:35 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

RIDGWAY TOWN COUNCIL

SPECIAL MEETING

MAY 23, 2018

The Town Council convened for a special meeting at 5:40 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Austin, E. Hunter, N. Hunter, Malone, Mayor Pro Tem Johnson and Mayor Clark in attendance.

Town Clerk's Notice of Special Meeting dated May 15, 2018 to discuss applying to WESTCO for dispatch services beginning in January of 2019.

The Town Manager presented Resolution 18-07 petitioning for membership in the Western Colorado Regional Dispatch Center (WESTCO) for emergency communication and dispatch services. She explained current dispatch is being provided through Montrose County, and they will not be offering the services in Ouray County after the end of this year. All entities within the county have met with WESTCO seeking inclusion for dispatch services beginning in January of 2019.

Manager Coates reported after numerous meetings, WESTCO has agreed to provide services, changed by-laws and intergovernmental agreements to accommodate Ouray County agencies, and requested Montrose County transfer data to ascertain estimates of demand and service administration requirements. This data will be used to calculate users fees, which are based on prior year call volumes. She reported the estimated fee for the Town would be \$41,000, the 2018 fee being remitted to Montrose County is \$42,000. The fee will be applied to operating costs for the dispatch center and any capital investments. She noted the Town will have representation on the WESTCO board.

Due to the need for a response by June 6<sup>th</sup> to allow the board to review the request, the Council is being asked to approve petitioning for membership, Manger Coates reported. If approved, a transfer of cell phone service will be undertaken, which can take six months to complete. The cost for the transfer for all agencies in the county will be \$4200, and will be split among the participating entities.

ACTION:

Mayor Pro Tem Johnson moved to approve the Resolution Petitioning the Board of Directors of the Western Colorado Regional Dispatch Center for Membership and Emergency Communication and Dispatch Services, Councilor E. Hunter seconded, and the motion carried unanimously.

ADJOURNMENT

The meeting adjourned at 6:05 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

RIDGWAY TOWN COUNCIL  
& PLANNING COMMISSION

MINUTES OF JOINT WORKSHOP

MAY 23, 2018

The Town Council convened for a Joint Workshop with the Planning Commission at 6:05 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Austin, E. Hunter, N. Hunter, Malone, Mayor Pro Tem Johnson and Mayor Clark in attendance. Chairperson Canright was in attendance representing the Planning Commission.

Town Clerk's Notice dated May 15, 2018 of Joint Workshop to review community initiatives and meet with the Creative District volunteer committee.

Community Initiatives Facilitator Diedra Siebert presented an overview of Town participation in the Colorado Main Street Program and designation as a Main Street Community, recognition as a Colorado Creative District, and the Space to Create Project. She explained the Town undertook and utilized the programs for economic vitality, including the revitalization of the downtown through the RAMP Project. She presented a background on the three initiatives. Main Street is a national downtown vitalization program; the creative district to invite, engage and enhance the creative aspects of the community; the Space to Create Project to provide an affordable live/work facility for creatives.

The Creative District Committee addressed the Council and presented the new vision and mission of the district. Chairperson Betsy Bauer explained the committee views its role to be advocates for creatives, and wish to change the committee name to the Creative Advocacy Team (CAT).

Ms. Siebert presented the Town's 2018 Creative District and Main Street plans. She reported the Main Street and Creative District programs annual cost to the Town is approximately \$100,000, which includes staffing, and noted this does not include costs for the Space to Create Project. She explained numerous grants have been obtained by the Town, which were enhanced by participation in the State programs.

The Mayor reported of the 21 creative districts in the State, most are non-profits and very few are under a municipality, noting this may change over time. There were questions by the Council.

Facilitator Siebert presented a background on the Space to Create program, a collaborative program created by the State to build affordable live/work facilities for creatives in rural areas. The Town applied and was awarded participation in the program in 2016, conducted a feasibility study in 2017, purchased property on Clinton and Laura Streets last fall, and has begun the pre-development phase which is being conducted by the non-profit organization, ArtSpace.

She presented accomplishments over the last five years which include highway, street and wayfinding signage; banner poles for event advertising; kiosk for Town Hall; a building and property inventory; street furnishings and lighting for the RAMP downtown revitalization project; Space to Create Project; business surveys; events through the Creative District; and visitations from State representatives, including the governor.

There were comments by the Council. The Council discussed the viability and future of the Town funding economic development programs, and the possibility of other agencies taking over these responsibilities.

ADJOURNMENT

The meeting adjourned at 7:55 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

MINUTES OF JOINT WORKSHOP MEETING  
RIDGWAY TOWN COUNCIL & PLANNING COMMISSION  
JUNE 6, 2018

The Town Council convened for a joint workshop meeting with the Planning Commission at 6:05 p.m. in the Ridgway Community Center, 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors E. Hunter, N. Hunter, Malone and Mayor Clark. Councilor Austin and Mayor Pro Tem Johnson were absent. Newly appointed to the Council, Tom Heffernan was also in attendance. Attending from the Planning Commission, Commissioners Emilson, Liske, Nelson and Chairperson Canright.

Town Clerk's Notice of Joint Workshop Meeting dated 5-31-18.

The Council and Planning Commission received training reports from Marshal Tammy Stroup regarding the Marshals Department, and Planner Shay Coburn pertaining to land use and subdivision policies and procedures.

Marshal Stroup introduced staff in the Marshals Department; presented the departments mission statement; accomplishments to date; updates on dispatch services and emergency response.

There was discussion and Marshal Stroup answered questions from the Council.

Planner Coburn reviewed the upcoming process to update the master plan; land use maps; the role of the Planning Commission; land use regulations; code enforcement; subdivision procedures; the staff report structure and purpose.

There was discussion and questions from the Council and Commission.

The meeting adjourned at 8:45 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk



**Town of Ridgway**  
**The Register of Demands**  
 June 2018

Name	Memo	Account	Paid Amount
<b>Verizon Wireless</b>		<b>Alpine-Operating Account</b>	
		943SOO · Telephone	-52.23
		943WOO · Telephone	-122.67
		843GO3 · Telephone	89.84
		543GOO · Telephone	-115.10
		643GO2 · Telephone	-52.55
		552GOO · GIS Mapping - admin	-10.00
		952SOO · GIS Mapping - sewer	-10.01
		952WOO · GIS Mapping - water	-10.00
<b>TOTAL</b>			<b>-282.72</b>
<b>Black Hills Energy-Lift Station</b>		<b>Alpine-Operating Account</b>	
		942SOO · Utilities	-26.27
<b>TOTAL</b>			<b>-26.27</b>
<b>Black Hills Energy-PW Office</b>		<b>Alpine-Operating Account</b>	
		642GO2 · Utilities	-11.27
		942SOO · Utilities	-11.27
		942WOO · Utilities	-11.26
<b>TOTAL</b>			<b>-33.80</b>
<b>Black Hills Energy-PW Building</b>		<b>Alpine-Operating Account</b>	
		742POO · Utilities	-9.49
		642GO2 · Utilities	-9.49
		942SOO · Utilities	-9.50
		942WOO · Utilities	-9.50
<b>TOTAL</b>			<b>-37.98</b>
<b>Black Hills Energy-Hartwell Park</b>		<b>Alpine-Operating Account</b>	
		742POO · Utilities	-34.62
<b>TOTAL</b>			<b>-34.62</b>
<b>Black Hills Energy-Town Hall</b>		<b>Alpine-Operating Account</b>	
		742PO1 · Utilities - community center	-24.64
		842GO3 · Utilities	-24.64
		542GOO · Utilities	-24.64
<b>TOTAL</b>			<b>-73.92</b>
<b>San Miguel Power Assoc, Inc.</b>		<b>Alpine-Operating Account</b>	
	3/20-4/22/18	542GOO · Utilities	-74.87
	3/20-4/22/18	638GO2 · Street Lighting	-333.06
	3/20-4/22/18	642GO2 · Utilities	-63.14
	3/20-4/22/18	742POO · Utilities	-162.67
	3/20-4/22/18	742PO1 · Utilities - community center	-74.87
	3/20-4/22/18	842GO3 · Utilities	-74.87
	3/20-4/22/18	942SOO · Utilities	-4,104.04
	3/20-4/22/18	942WOO · Utilities	-623.44
<b>TOTAL</b>			<b>-5,510.96</b>

**Town of Ridgway**  
**The Register of Demands**  
 June 2018

Name	Memo	Account	Paid Amount
<b>Alsco</b>		<b>Alpine-Operating Account</b>	
		932WOO · Supplies & Materials	-23.76
		932SOO · Supplies & Materials	-23.76
		732PO1 · Supplies - community center	-23.77
		632GO2 · Supplies & Materials	-23.77
<b>TOTAL</b>			<u>-95.06</u>
<b>Wilbur-Ellis Company LLC</b>		<b>Alpine-Operating Account</b>	
	chemicals	932WOO · Supplies & Materials	-1,883.00
<b>TOTAL</b>			<u>-1,883.00</u>
<b>Sani Serv LLC</b>		<b>Alpine-Operating Account</b>	
	May portapotties	732POO · Supplies & Materials	-95.88
	June portapotties	732POO · Supplies & Materials	-220.00
	LYVF - portapotties	781POO · Events & Festivals	-225.00
<b>TOTAL</b>			<u>-540.88</u>
<b>Montrose Water Factory, LLC</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-26.37
		732POO · Supplies & Materials	-26.37
		932SOO · Supplies & Materials	-26.38
		932WOO · Supplies & Materials	-26.38
<b>TOTAL</b>			<u>-105.50</u>
<b>CDC Janitorial</b>		<b>Alpine-Operating Account</b>	
		732POO · Supplies & Materials	-191.68
<b>TOTAL</b>			<u>-191.68</u>
<b>550 Publishing Inc</b>		<b>Alpine-Operating Account</b>	
		540GOO · Printing & Publishing	-81.16
<b>TOTAL</b>			<u>-81.16</u>
<b>Copy Cats</b>		<b>Alpine-Operating Account</b>	
	nameplate	546GOO · Council/PC - Materials/Equip...	-14.91
<b>TOTAL</b>			<u>-14.91</u>
<b>Quill.com</b>		<b>Alpine-Operating Account</b>	
	2019 stickers	547GOO · Records Management	-4.79
		541GOO · Office Supplies	-46.98
		541GOO · Office Supplies	-53.39
<b>TOTAL</b>			<u>-105.16</u>
<b>Sunset Automotive</b>		<b>Alpine-Operating Account</b>	
	high beam bulb	861GO3 · Vehicle Maintenance & Repair	-11.65

**Town of Ridgway**  
**The Register of Demands**  
 June 2018

Name	Memo	Account	Paid Amount
	tires - trailer	761POO · Vehicle & Equip Maint & Repair	-36.00
	tires - F150	961WOO · Vehicle & Equip Maint & Repair	-567.08
	brakes & overheating - Impala	861GO3 · Vehicle Maintenance & Repair	-1,625.79
<b>TOTAL</b>			<b>-2,240.52</b>
<b>SGM</b>		<b>Alpine-Operating Account</b>	
	thru 5/12/18	552GOO · GIS Mapping - admin	-541.33
	thru 5/12/18	952SOO · GIS Mapping - sewer	-541.33
	thru 5/12/18	952WOO · GIS Mapping - water	-541.34
<b>TOTAL</b>			<b>-1,624.00</b>
<b>Driver Compliance</b>		<b>Alpine-Operating Account</b>	
	CDL - Bartashius	913WOO · Office-Miscellaneous	-46.50
	CDL - Bartashius	913SOO · Office-Miscellaneous	-46.50
	CDL - Jenkins	613GO2 · Office - Miscellaneous	-63.00
<b>TOTAL</b>			<b>-156.00</b>
<b>Clear Networx, LLC</b>		<b>Alpine-Operating Account</b>	
	June 2018	543GOO · Telephone	-56.00
	June 2018	643GO2 · Telephone	-56.00
	June 2018	843GO3 · Telephone	-56.00
	June 2018	943WOO · Telephone	-56.00
	June 2018	943SOO · Telephone	-56.00
	June 2018	530GOO · Computer	-60.00
	June 2018	630GO2 · Computer	-60.00
	June 2018	830GO3 · Computer	-60.00
	June 2018	930WOO · Computer	-60.00
	June 2018	930SOO · Computer	-60.00
	June 2018	930WOO · Computer	-50.00
	June 2018	930SOO · Computer	-25.00
	June 2018	630GO2 · Computer	-25.00
	June 2018	843GO3 · Telephone	-55.00
<b>TOTAL</b>			<b>-735.00</b>
<b>CIRSA</b>		<b>Alpine-Operating Account</b>	
	add new vehicle	520GOO · Insurance (Property/Casulty)	-137.95
	add new vehicle	920WOO · Insurance (Property/Casualty)	-48.74
	add new vehicle	920SOO · Insurance (Property/Casulty)	-48.75
<b>TOTAL</b>			<b>-235.44</b>
<b>Mesa County HDR Laboratory</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-20.00
		990WOO · Testing - water	-22.00
		990WOO · Testing - water	-22.00
<b>TOTAL</b>			<b>-64.00</b>
<b>Consolidated Consulting Servi...</b>		<b>Alpine-Operating Account</b>	
	engin - Lena St Commons (to be reimb)	519GOO · Contractual Services	-2,062.50
<b>TOTAL</b>			<b>-2,062.50</b>

**Town of Ridgway**  
**The Register of Demands**  
 June 2018

Name	Memo	Account	Paid Amount
<b>Deeply Digital LLC</b>		<b>Alpine-Operating Account</b>	
	July 2018 maintenance	530GOO · Computer	-76.60
	July 2018 maintenance	630GO2 · Computer	-76.60
	July 2018 maintenance	830GO3 · Computer	-76.60
	July 2018 maintenance	930WOO · Computer	-76.60
	July 2018 maintenance	930SOO · Computer	-76.60
<b>TOTAL</b>			<b>-383.00</b>
<b>Ouray County Road &amp; Bridge</b>		<b>Alpine-Operating Account</b>	
	May 2018	660GO2 · Gas & Oil	-618.73
	May 2018	760POO · Gas & Oil	-163.00
	May 2018	960WOO · Gas & Oil	-498.09
	May 2018	960SOO · Gas & Oil	-317.70
	May 2018	860GO3 · Gas & Oil	-567.10
<b>TOTAL</b>			<b>-2,164.62</b>
<b>UNCC</b>		<b>Alpine-Operating Account</b>	
		915WOO · Dues & memberships	-20.30
		915SOO · Dues & Memberships	-20.30
<b>TOTAL</b>			<b>-40.60</b>
<b>True Value</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-6.33
		732POO · Supplies & Materials	-185.93
		931SOO · Maintenance & Repairs	-345.87
		932SOO · Supplies & Materials	-24.30
		932WOO · Supplies & Materials	-75.57
<b>TOTAL</b>			<b>-638.00</b>
<b>SGS Accutest Inc</b>		<b>Alpine-Operating Account</b>	
		990WOO · Testing - water	-232.50
<b>TOTAL</b>			<b>-232.50</b>
<b>Caselle Inc</b>		<b>Alpine-Operating Account</b>	
		914SOO · Consulting & Engineering Servs	-159.50
		914WOO · Consulting & Engineering Ser...	-159.50
<b>TOTAL</b>			<b>-319.00</b>
<b>Grand Junction Pipe &amp; Supply ...</b>		<b>Alpine-Operating Account</b>	
	RUSA lift station	988WOO · Taps & Meters	-960.76
		931SOO · Maintenance & Repairs	-280.75
		988WOO · Taps & Meters	-2,670.63
<b>TOTAL</b>			<b>-3,912.14</b>
<b>San Miguel Power Assoc, Inc.</b>		<b>Alpine-Operating Account</b>	
	4/22-5/19/18	542GOO · Utilities	-71.89
	4/22-5/19/18	638GO2 · Street Lighting	-301.68
	4/22-5/19/18	642GO2 · Utilities	-46.34

**Town of Ridgway**  
**The Register of Demands**  
June 2018

---

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
	4/22-5/19/18	742POO · Utilities	-155.40
	4/22-5/19/18	742PO1 · Utilities - community center	-71.89
	4/22-5/19/18	842GO3 · Utilities	-71.89
	4/22-5/19/18	942SOO · Utilities	-2,409.75
	4/22-5/19/18	942WOO · Utilities	-520.79
TOTAL			-3,649.63

## AGENDA ITEM #15



# PARKING ASSESSMENT

# DRAFT

Prepared by DHM Design & SET Engineering

June 2018

DHM DESIGN

LANDSCAPE ARCHITECTURE  
LAND PLANNING  
URBAN DESIGN  
1309 E 3RD AVE, ROOM 23  
DURANGO, CO 81301 | 970.385.4219



ENGINEERING



# TABLE OF CONTENTS

<b>Introduction.....</b>	<b>3</b>
Project Purpose .....	3
Summary of Findings.....	3
Project Location.....	5
Study Area Enlargement Map.....	5
Overall Area Map.....	6
<b>Parking Analysis.....</b>	<b>7</b>
Existing Conditions.....	7
Existing Parking Capacity.....	8
Current Walkability & Bikeability.....	9
Analysis of Current Parking using Aerials.....	11
Daily Parking Count (Tables 1-5) .....	12
Issues with Existing Parking Areas .....	17
Future Parking .....	19
Effective Parking Supply .....	21
Parking Ratio Table with Growth.....	22
<b>Recommendations.....</b>	<b>23</b>
Parking Recommendations.....	23
Event Parking.....	27
Encouraging Alternate Modes of Transportation.....	29
Wayfinding .....	31
New Wayfinding Signs.....	31
Existing Wayfinding Signs with Parking Sign Additions.....	32
Conclusion .....	33
<b>Appendix.....</b>	<b>35</b>
Parking Comments - Ridgway May 2018 .....	35
Parking Comments - Ridgway May 24th, 2018 .....	36
Parking Comparisons among Similar-Sized Towns .....	38



**Parking on North Lena St.** Parking fills up in front of local Ridgway restaurant - The True Grit Cafe.

## Acknowledgments

### Town of Ridgway

Jennifer Coates - Town Manager

Diedra Silbert - Community Initiatives Facilitator

Shay Coburn - Town Planner

### Department of Local Affairs (DOLA)

Gayle Langley - Main Street Program Coordinator

Andrew Coburn - Main Street Program Local Community Contract Consultant

### DHM Design

Walker Christensen, RLA - Principal

Susan Chism, RLA - Landscape Architect

Cammie Willis, RLA - Senior Designer

### SET Engineering

Steve Pavlick - Principal, Managing Partner

Jeff Pillus, PE - Principal, Managing Partner

Andrew Rapiejko, PE

# INTRODUCTION

## Project Purpose

### Determining Existing Conditions

The intent of the Ridgway Downtown Parking Assessment is to evaluate existing conditions and parking demand, identify future parking needs, and make recommendations to affect change in the parking areas throughout the study area. Several events have occurred recently that have changed the way residents and visitors utilize parking within the downtown area which has brought about the need for this study. The Town wishes to identify solutions to existing parking challenges and future parking demands based upon anticipated land use and growth. The analysis completed for this report and recommendations are compiled in this report along with accompanying diagrams and maps.

## Summary of Findings

### Existing Parking Meets Current Needs

The design team worked closely with the Town in reviewing the existing conditions and utilization for parking in the study area. This identified how parking is currently used and associated demands. Also studied were parking demands during special events, walkability and pedestrian traffic, bike friendly conditions, walking distance to parking, and existing signage.

After these studies were complete we found a few key issues:

- Generally parking is adequate except for certain times of the day on Clinton Street between Laura Street and Cora Street, and along Lena Street between Sherman Street/Hwy 62 and Clinton Street. The Cora and Clinton Street intersection spaces have the highest occupancy rate during the day.
- Specific hubs of activity are: Mornings at Railroad Street and Sherman Street at the coffee shop, True Grit Cafe at lunch and dinner time, and on Clinton Street between Cora and Laura Streets at breakfast and lunch time.
- On-street parking on Laura Street is generally vacant.
- Parking during concerts and events can be a challenge because they can attract thousands of people. People do not park in an organized or efficient manner because much of the parking is in gravel areas.
- There are a large number of parking spaces that are within 600 feet, or two blocks, of the center and the most active areas of downtown. These spaces can be largely empty even though they are within accepted walkability standards. A quarter mile, generally a 5 minute walk, is an acceptable distance for most activities, see illustration of this on the Event Parking Plan foldout on page 27 of this document. An eighth of a mile is an acceptable walking distance for employees.<sup>1</sup>
- There are ADA accessible spaces spread throughout downtown and in Hartwell Park. However, there are still users that struggle to get to certain businesses.
- People park in the Sherman Street/HWY 62 bike lane and park the wrong way on the side streets. Part of the issue is the flexibility that the Town has allowed in the past and that is how people have always parked. The other issue is that the parking on Sherman Street/Hwy 62 was turned into a bike lane, so people are still becoming acclimated to the new parking layout changes completed in 2017. Others may be simply just ignoring the rules.



**Hub of Activity** There is a hub of activity (and desirable street parking) located near the intersection of Lena St. and Sherman St. by the True Grit Cafe.

# INTRODUCTION

## Project Location

The Town of Ridgway is located in Ouray County in the southwestern portion of Colorado at the intersection of highways 62 and 550. The town is considered to be the gateway to the San Juan Mountains and is located on the San Juan Skyway at an elevation of 6,985. The Uncompaghre River runs through town, but for the most part is unnavigable. The population of Ridgway is slightly more than 1,000 with an influx of visitors during the spring, summer and fall. (For additional Town of Ridgway information, see <https://colorado.gov/pacific/ridgway/welcome-our-town>.)

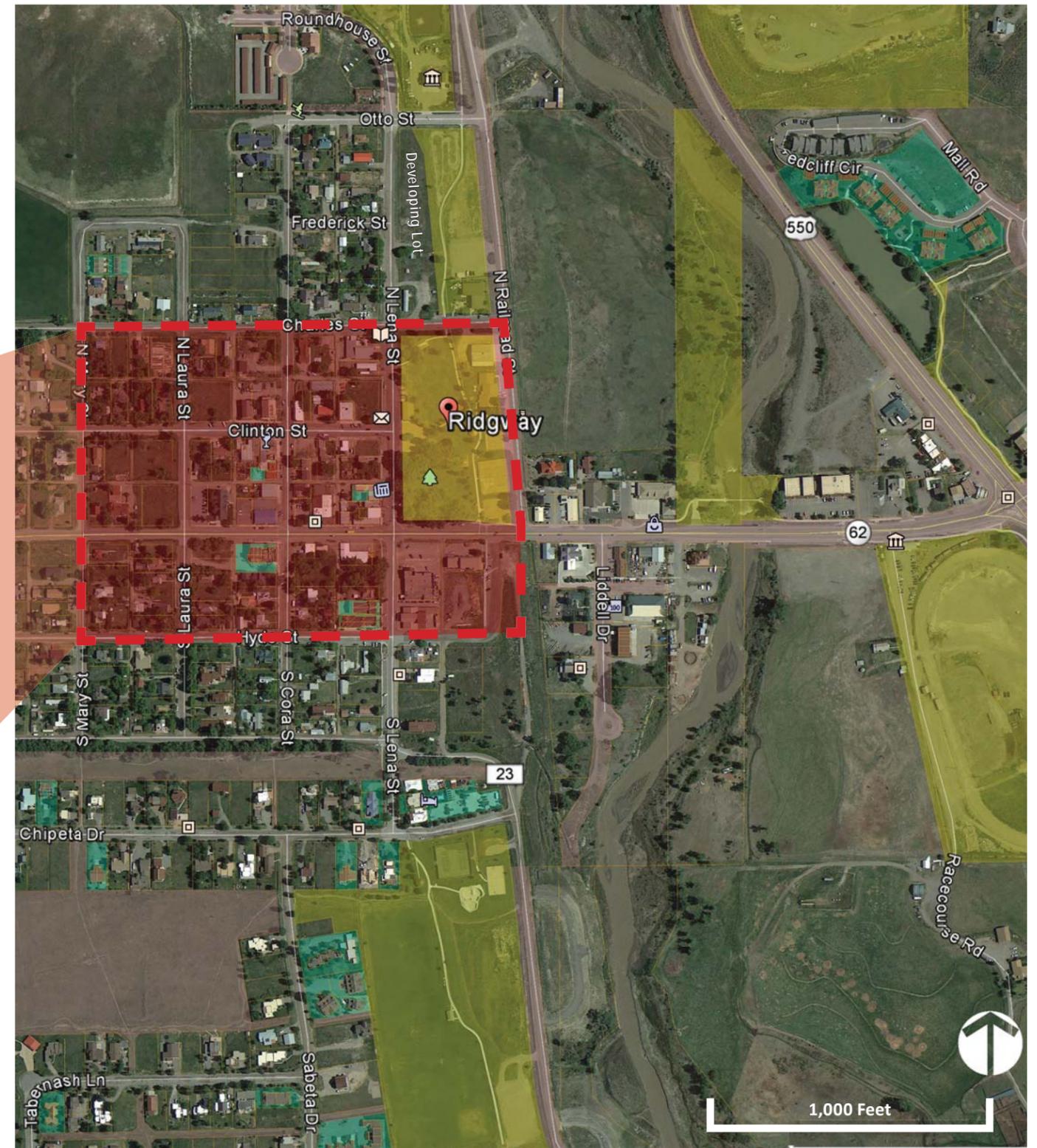
The project study area is bordered by Hyde Street to the South, Charles Street to the north, Mary Street to the West, and Railroad Street to the east. See maps below and on opposite page.

## Study Area Enlargement Map



**Enlargement Map** This Parking Assessment Report focuses on the downtown core of Ridgway (shown in purple) to determine parking needs.

## Overall Area Map



**Overall Map** Downtown Ridgway (the project area shown in red) is located about a quarter of a mile west off of Highway 550.

# PARKING ANALYSIS

## Existing Conditions

### Current Parking Meets Demand

The utilization of public on-street parking in the study area averages about 31% on a typical day. During events, the utilization rate goes up dramatically.

### Observations

- There are hubs of activity within the study area as shown on the Walkability & Bikeability map fold-out on page 9 of this document.
  - Lena Street between Sherman and Clinton Streets
  - Clinton Street t the intersection of Cora Street
  - Cora Street south of Sherman Street
  - Railroad Street south of Sherman Street
- Portions of the study area do not have sidewalks, crosswalks, paved roads, paved on-street parking or lighting. See Walkability & Bikeability Map.
- People favor using the paved parking in the study area as opposed to non-paved parking. The manner in which one is supposed to park is also more easily understood in the paved parking areas.
- There are ADA parking spaces spread throughout town, see Walkability & Bikeability Map. However, the town is experiencing a growth in mobility-challenged residents and visitors who don't have ADA stickers but still would like to park close to their end destinations. (This information was gathered from the May 24th, 2018 stakeholder meeting in Ridgway—See the Appendix page 36 of this report for comments from the meeting.)
- New bicycle racks are well distributed throughout the study area, however, usage has not picked up yet . See Walkability & Bikeability Map for locations.
- The Town parking lot behind the library is currently underutilized. This may be due to the lack of shade and lighting in the lot, the distance to hubs of activity and general knowledge that it is a public parking area.

### Zoning Code

- Current code for the Historic Business District is (1) off-street parking space per 1,650 Square Feet (SF) for commercial buildings; (1) off-street space for residential units less than 600 SF; and (2) off-street parking spaces for residential units greater than 600 SF. Accessory dwelling units in this district are required to have (1) off-street parking space in addition to any other required off-street parking.
- A fee-in-lieu\* of \$3,000 per space may be paid to the Town in situations where more than three on-site parking spaces are required. The fee applies only after providing the first three spaces and only applies to commercial spaces. The funds shall be used to fund the acquisition or construction of public parking facilities to serve the Historic Business District. (\*The fee-in-lieu term discussed above is defined as offering a fee in place of/instead of parking.)



**Restricted Parking** Downtown sign restricts parking during snowfall.

- Construction of sidewalks and on-street parking are currently not a requirement of the Zoning Code unless there is a subdivision of property.

### Capacity

The amount of on-street and off-street parking available in the study area was inventoried and then compared to the parking that is required by code. There is a surplus of parking beyond what is required by code—see table below. The issue may not be available parking but getting people to park at open areas.

EXISTING PARKING CAPACITY			
Off-Street Parking Spaces	On-Street Parking Spaces	Total Available	Required By Code Off-Street
354	488	842	229



**Gravel Parking to be Developed** The gravel parking lot at the intersection of Clinton St. and Laura St. is to be developed as the “Space to Create.” This changing land use will affect where vehicles are currently parking; many people will have to extend the walk from their vehicles a short distance to reach the Clinton. St. & Cora St. intersection / hub of activity.



## Current Walkability & Bikeability

### Ridgway Encourages Alternate Modes of Transportation

**Walkability** is an assessment of how favorable an area is for walking. An industry standard for walkability is a 5 minute walk or 1/4 of a mile.

**Bikeability** is an assessment of how comfortable it is to bike along a roadway and has many influencing factors, including: traffic volume, traffic speeds, pavement widths, usable shoulders, bike lanes, and bike parking. The study area is about 1/4 of a mile east to west and 1/5 of a mile north to south. There are parking areas with a great amount of open capacity within 1/8 miles (2 blocks) of all of the current hubs of activity. See Walkability & Bikeability map fold-out on this page.

With the Town's 2017 upgrade of new paved sidewalks, crosswalks, and on-street parking, as well as the addition of bike lanes to Sherman Street/Hwy 62, Ridgway encourages both pedestrian activity and bike transportation. Walkability is encouraged with the installation of pedestrian-scaled site amenities and furnishings along Lena, Cora, and Laura Streets from Clinton to Sherman Streets. Planters, benches, bike racks, and light bollards integrate the pedestrian with the streetscape. Benches provide respite and encourage one to linger. Bike racks spread throughout downtown and designated bike lanes encourage members of the community and visitors to ride bicycles rather than driving. See bike rack locations and their proximity to hubs of activity on the Walkability & Bikeability map. Illumination of the sidewalks with light bollards promotes pedestrian activity in Ridgway's downtown during the evenings and at night—providing safety and encouraging non-vehicular transportation throughout the day and night. Well-marked crosswalks at paved intersections that highlight pedestrian crossing areas are another safety measure employed.



**Promoting the Pedestrian** Patio tables, stone benches, light bollards, and tree grates with street trees in front of Provisions Cafe at the Barber Shop promote pedestrian activity in Ridgway's downtown by creating "human-scaled" spaces.



**Walkability** New crosswalks, street lighting via poles, and pedestrian lighting via bollards make this portion of the study area more favorable for walking.



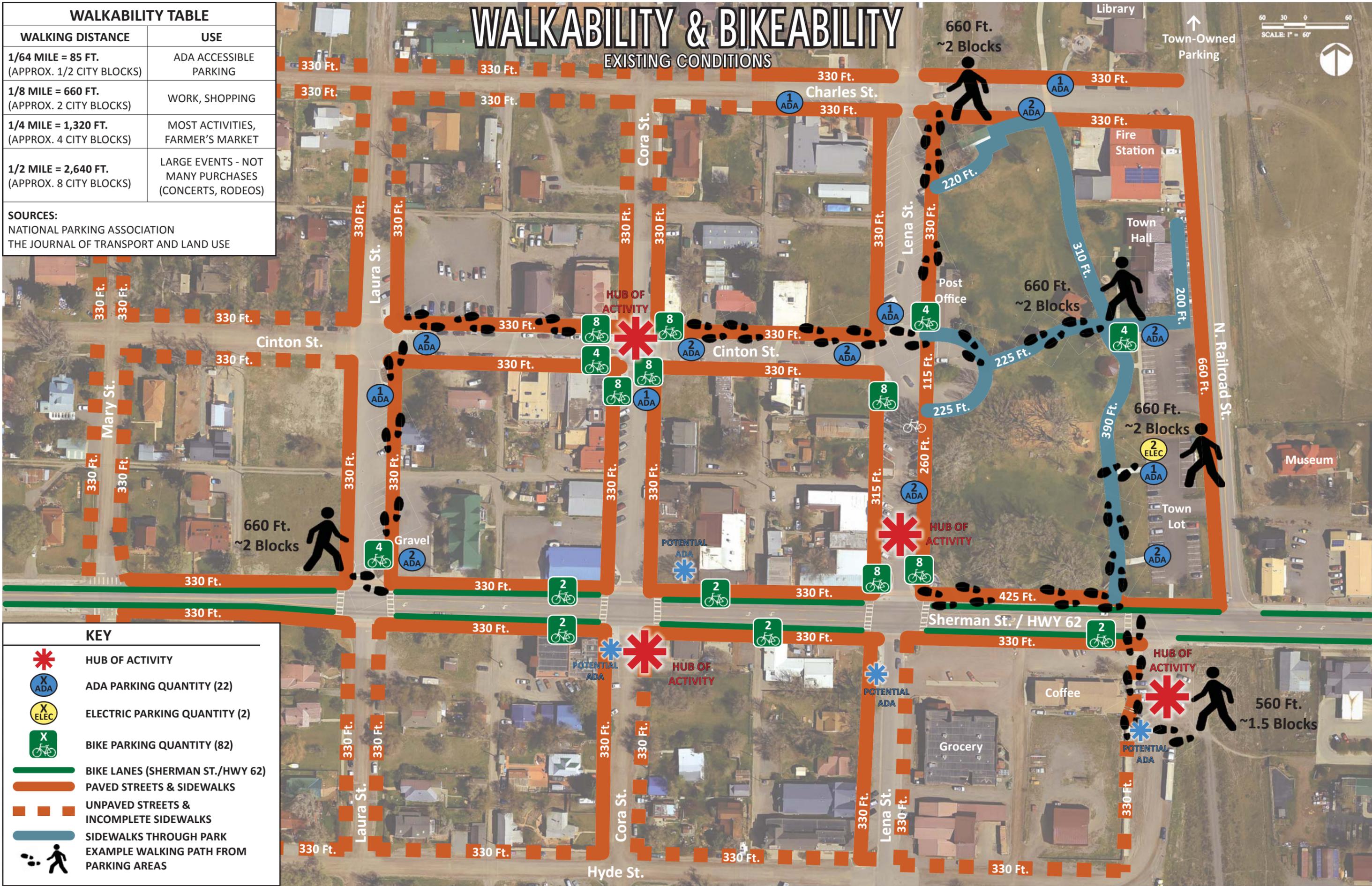
**Bikeability** During the 2018 "Love Your Valley" festival, participants rode their bikes to Hartwell Park.

WALKABILITY TABLE	
WALKING DISTANCE	USE
1/64 MILE = 85 FT. (APPROX. 1/2 CITY BLOCKS)	ADA ACCESSIBLE PARKING
1/8 MILE = 660 FT. (APPROX. 2 CITY BLOCKS)	WORK, SHOPPING
1/4 MILE = 1,320 FT. (APPROX. 4 CITY BLOCKS)	MOST ACTIVITIES, FARMER'S MARKET
1/2 MILE = 2,640 FT. (APPROX. 8 CITY BLOCKS)	LARGE EVENTS - NOT MANY PURCHASES (CONCERTS, RODEOS)

SOURCES:  
NATIONAL PARKING ASSOCIATION  
THE JOURNAL OF TRANSPORT AND LAND USE

# WALKABILITY & BIKEABILITY

EXISTING CONDITIONS



Town-Owned Parking

KEY	
	HUB OF ACTIVITY
	ADA PARKING QUANTITY (22)
	ELECTRIC PARKING QUANTITY (2)
	BIKE PARKING QUANTITY (82)
	BIKE LANES (SHERMAN ST./HWY 62)
	PAVED STREETS & SIDEWALKS
	UNPAVED STREETS & INCOMPLETE SIDEWALKS
	SIDEWALKS THROUGH PARK
	EXAMPLE WALKING PATH FROM PARKING AREAS

## Analysis of Current Parking using Aerials

DHM completed parking occupancy analysis based on aerial photos of the study area and counts done in the field. The study period was limited; it is recommended that the Town do occasional counts over the next five years to evaluate existing parking use versus needs as the Town continues to grow. For each parking count conducted, the data was compiled in a map and associated table. The table data was organized by block and identifies the occupancy rate by block. The data compiled from these daily parking count studies includes the number of existing available parking spaces and its EPS (Effective Parking Supply - see Effective Parking Supply definition below) as compared to the occupied spaces at the time of the count. See daily Parking Count map fold-outs this section of the report and their associated tables from pages 12-16.

The dates that were analyzed were:

- August 25, 2017, a Friday, during a Farmer’s Market event.
- May 5, 2018, a Saturday.
- May 11, 2018, a Friday.
- May 24, 2018, a Thursday.
- June, 2018 TBD

Overall, it was determined from this parking count research that on an average day during the study period that less than 31% of the available on-street parking spaces available within the study area and less than 32% of the public off-street parking areas are actually being utilized. These rates raise slightly for small special events like the farmer’s market: less than 41% of the available on-street and less than 74% of the available off-street are being utilized. These rates conclude that parking availability in Ridgway is high on a typical day and during small local events; such parking availability can accommodate for future growth in the community.

**\*Effective Parking Supply (EPS)** (referred to by the following tables) is the cushion that allows for vacancies created by restricting parking spaces to certain users (reserved spaces), misparked vehicles, minor construction, and debris removal. This cushion also accommodates for vehicles moving in and out of spaces, and reduces the time necessary to find the last few remaining spaces when the parking supply is nearly full. The Effective Parking Supply cushion is derived by deducting this cushion from the total parking capacity as a percentage. A parking supply operates at peak efficiency when the parking occupancy is 85 percent (on-street spaces) to 90 percent (off-street potential public spaces) of the supply. When occupancy exceeds this level, patrons may experience delays and frustration while searching for a space. Therefore, the parking supply may be perceived as inadequate even though there are some spaces available in the parking system. It is important to note that on-street parking spaces are less efficient than off-street spaces due to the time it takes patrons to find the last few vacant spaces. In addition, patrons are typically limited to one side of the street at a time and often must parallel park in traffic to use the space. Many times onstreet spaces are not striped or are signed in a confusing manner, thereby leading to lost spaces and frustrated parking patrons. (Walker Parking Consultants - *Downtown Parking Master Plan for Farmington, Michigan*)

## Daily Parking Count - Table 1, August 25, 2017

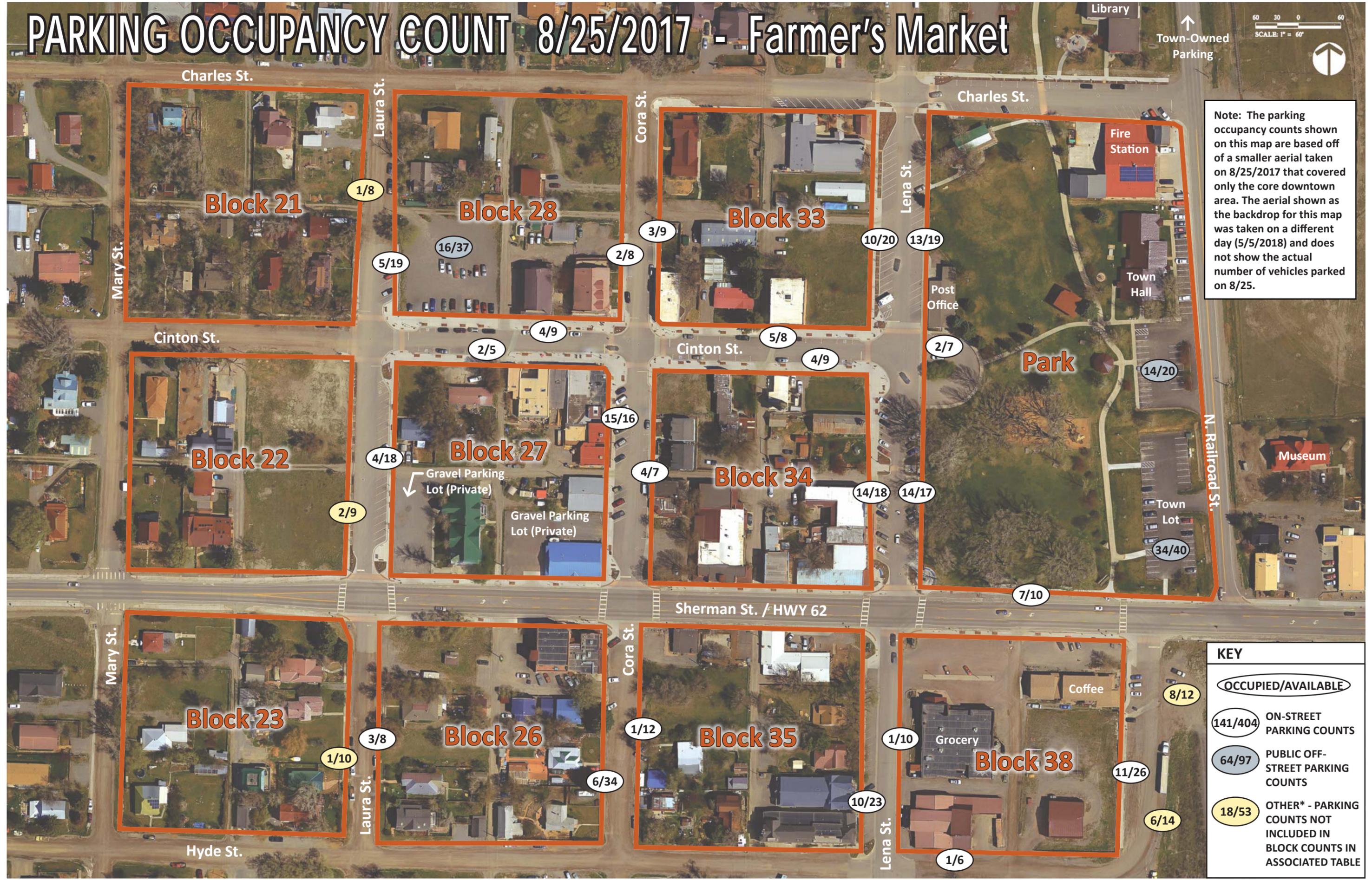
8/25/2017 - Farmer’s Market Parking Counts (On-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
26	51	85%	43	9	20.93%
27	39	85%	33	21	63.64%
28	45	85%	38	11	28.95%
33	52	85%	44	18	40.91%
34	34	85%	29	22	75.86%
35	46	85%	39	11	28.21%
38	42	85%	36	13	36.11%
Park	95	85%	81	36	44.44%
Other*	53	85%	45	18	40.00%
<b>Total</b>	<b>457</b>	<b>85%</b>	<b>388</b>	<b>159</b>	<b>40.98%</b>

8/25/2017 - Farmer’s Market Parking Counts (Public Off-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
28	37	90%	33	16	48.48%
Park	60	90%	54	48	88.88%
<b>Total</b>	<b>97</b>	<b>90%</b>	<b>87</b>	<b>64</b>	<b>73.56%</b>

# PARKING OCCUPANCY COUNT 8/25/2017 - Farmer's Market



Note: The parking occupancy counts shown on this map are based off of a smaller aerial taken on 8/25/2017 that covered only the core downtown area. The aerial shown as the backdrop for this map was taken on a different day (5/5/2018) and does not show the actual number of vehicles parked on 8/25.



KEY	
	OCCUPIED/AVAILABLE
	ON-STREET PARKING COUNTS
	PUBLIC OFF-STREET PARKING COUNTS
	OTHER* - PARKING COUNTS NOT INCLUDED IN BLOCK COUNTS IN ASSOCIATED TABLE

Charles St.  
 Block 21  
 Mary St. 1/8

Laura St.  
 Block 28  
 Cora St. 16/37  
 5/19 2/8

Cora St.  
 Block 33  
 Lena St. 3/9  
 10/20 13/19

Charles St.  
 Fire Station  
 Post Office  
 Town Hall  
 Park  
 N. Railroad St. 14/20  
 2/7  
 34/40  
 7/10

Cinton St.  
 Block 22  
 2/9

Cinton St.  
 Block 27  
 Gravel Parking Lot (Private)  
 Gravel Parking Lot (Private)  
 4/18 15/16  
 2/5 4/9  
 4/7

Cinton St.  
 Block 34  
 5/8 4/9  
 14/18 14/17

Mary St.  
 Block 23  
 1/10

Laura St.  
 Block 26  
 Cora St. 3/8  
 6/34

Sherman St. / HWY 62  
 Block 35  
 Cora St. 1/12  
 10/23

Sherman St. / HWY 62  
 Block 38  
 Coffee  
 Grocery  
 Lena St. 1/10  
 11/26  
 6/14  
 1/6

Hyde St.

# PARKING ANALYSIS

Daily Parking Count - Table 2, May 5, 2018

5/5/2018 Parking Counts (On-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
21	37	85%	31	2	6.45%
22	30	85%	26	0	0.00%
23	30	85%	26	6	23.08%
26	51	85%	43	11	25.58%
27	39	85%	33	15	45.45%
28	45	85%	38	13	34.21%
33	52	85%	44	6	13.64%
34	34	85%	29	14	48.28%
35	46	85%	39	8	20.51%
38	42	85%	36	7	19.44%
Park	95	85%	81	21	25.93%
Other*	125	85%	106	20	18.87%
<b>Total</b>	<b>626</b>	<b>85%</b>	<b>532</b>	<b>123</b>	<b>23.12%</b>

5/5/2018 Parking Counts (Public Off-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
28	37	90%	33	16	48.48%
Park	60	90%	54	9	16.67%
North of Library Parking	108	90%	97	2	2.06%
<b>Total</b>	<b>205</b>	<b>90%</b>	<b>185</b>	<b>27</b>	<b>14.59%</b>

Daily Parking Count - Table 3, May 11, 2018

5/11/2018 Parking Counts (On-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
21	37	85%	31	4	12.90%
22	30	85%	26	4	15.38%
23	30	85%	26	8	30.77%
26	51	85%	43	12	27.91%
27	39	85%	33	17	51.52%
28	45	85%	38	11	28.95%
33	52	85%	44	13	29.55%
34	34	85%	29	24	82.76%
35	46	85%	39	16	41.03%
38	42	85%	36	13	36.11%
Park	95	85%	81	20	24.69%
Other*	125	85%	106	10	9.43%
<b>Total</b>	<b>626</b>	<b>85%</b>	<b>532</b>	<b>152</b>	<b>28.57%</b>

5/11/2018 Parking Counts (Public Off-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
28	37	90%	33	15	45.45%
Park	60	90%	54	10	18.52%
North of Library Parking	108	90%	97	6	6.19%
<b>Total</b>	<b>205</b>	<b>90%</b>	<b>185</b>	<b>31</b>	<b>16.76%</b>

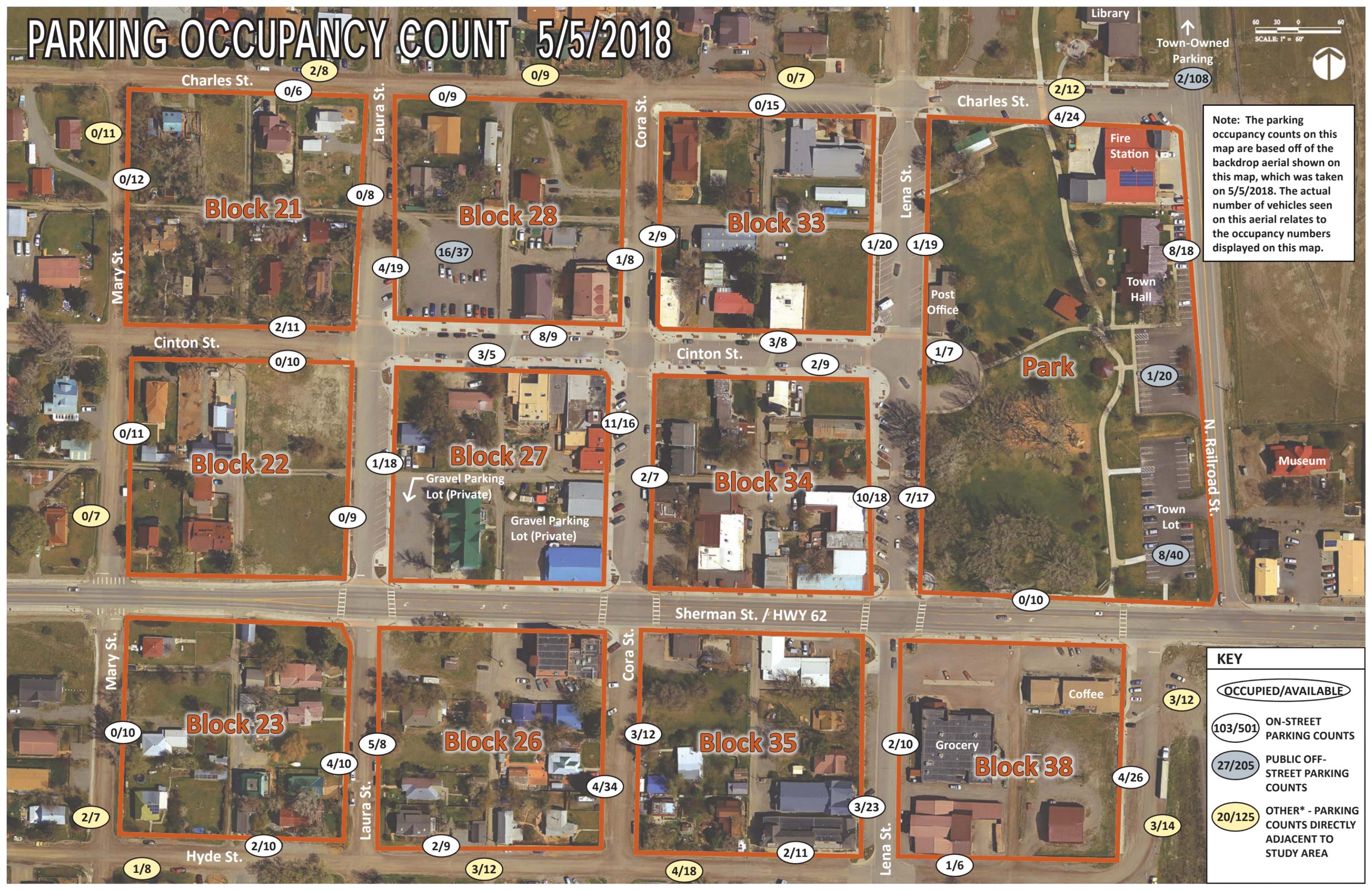
# PARKING OCCUPANCY COUNT 5/5/2018

60 30 0 60  
SCALE: 1" = 60'

Town-Owned  
Parking  
↑



Note: The parking occupancy counts on this map are based off of the backdrop aerial shown on this map, which was taken on 5/5/2018. The actual number of vehicles seen on this aerial relates to the occupancy numbers displayed on this map.



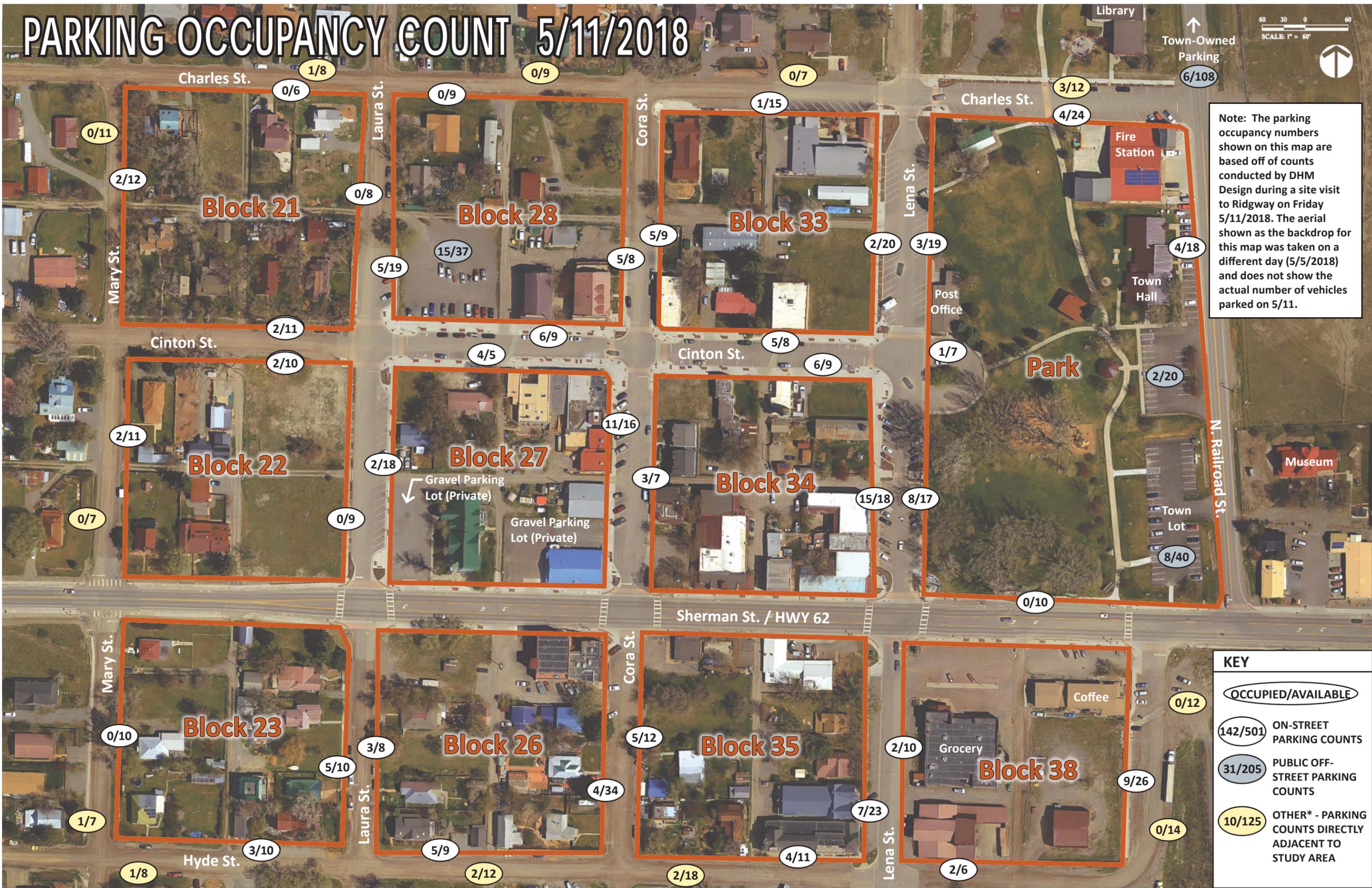
KEY	
	OCCUPIED/AVAILABLE
	ON-STREET PARKING COUNTS
	PUBLIC OFF-STREET PARKING COUNTS
	OTHER* - PARKING COUNTS DIRECTLY ADJACENT TO STUDY AREA

# PARKING OCCUPANCY COUNT 5/11/2018

SCALE: 1" = 60'

Town-Owned Parking

Note: The parking occupancy numbers shown on this map are based off of counts conducted by DHM Design during a site visit to Ridgway on Friday 5/11/2018. The aerial shown as the backdrop for this map was taken on a different day (5/5/2018) and does not show the actual number of vehicles parked on 5/11.



KEY	
	OCCUPIED/AVAILABLE
	ON-STREET PARKING COUNTS
	PUBLIC OFF-STREET PARKING COUNTS
	OTHER* - PARKING COUNTS DIRECTLY ADJACENT TO STUDY AREA

**Block 21**

Charles St. 1/8 0/6

Mary St. 0/11 2/12

0/8

**Block 28**

Laura St. 0/9

0/9

15/37

5/19 5/8

**Block 33**

Cora St. 1/15

5/9

2/20 3/19

**Block 33**

Charles St. 3/12 4/24

Post Office

1/7

**Block 22**

Cinton St. 2/11 2/10

Mary St. 2/11

0/7

**Block 27**

Cinton St. 4/5 6/9

2/18

Gravel Parking Lot (Private)

11/16

3/7

**Block 34**

Cinton St. 5/8 6/9

15/18 8/17

**Block 34**

Post Office

1/7

Park

2/20

8/40

**Block 23**

Mary St. 0/10

5/10

1/7

**Block 26**

Laura St. 3/8

5/10

4/34

5/9

**Block 35**

Cora St. 5/12

7/23

4/11

**Block 38**

2/10

Grocery

Coffee

9/26

0/14

**Block 23**

Hyde St. 3/10

1/8

**Block 26**

2/12

**Block 35**

2/18

**Block 38**

2/6

# PARKING ANALYSIS

Daily Parking Count - Table 4, May 24, 2018

5/24/2018 Parking Counts (On-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
21	37	85%	31	6	19.35%
22	30	85%	26	4	15.38%
23	30	85%	26	6	23.08%
26	51	85%	43	19	44.19%
27	39	85%	33	18	54.55%
28	45	85%	38	12	26.32%
33	52	85%	44	13	22.73%
34	34	85%	29	16	55.17%
35	46	85%	39	16	41.03%
38	42	85%	36	11	30.56%
Park	95	85%	81	33	40.74%
Other*	125	85%	106	14	13.21%
<b>Total</b>	<b>626</b>	<b>85%</b>	<b>532</b>	<b>168</b>	<b>31.58%</b>

5/24/2018 Parking Counts (Public Off-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
28	37	90%	33	17	51.51%
Park	60	90%	54	23	42.59%
North of Library Parking	108	90%	97	3	3.09%
<b>Total</b>	<b>205</b>	<b>90%</b>	<b>185</b>	<b>43</b>	<b>23.24%</b>

Daily Parking Count - Table 5, June X, 2018

6/X/2018 Parking Counts (On-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
21	37	85%	31		
22	30	85%	26		
23	30	85%	26		
26	51	85%	43		
27	39	85%	33		
28	45	85%	38		
33	52	85%	44		
34	34	85%	29		
35	46	85%	39		
38	42	85%	36		
Park	95	85%	81		
Other*	125	85%	106		
<b>Total</b>	<b>626</b>	<b>85%</b>	<b>532</b>		

6/X/2018 Parking Counts (Public Off-Street)					
Block	Provided	*EPS Factor	*EPS	Used	Ratio
28	37	90%	33		
Park	60	90%	54		
North of Library Parking	108	90%	97		
<b>Total</b>	<b>205</b>	<b>90%</b>	<b>185</b>		

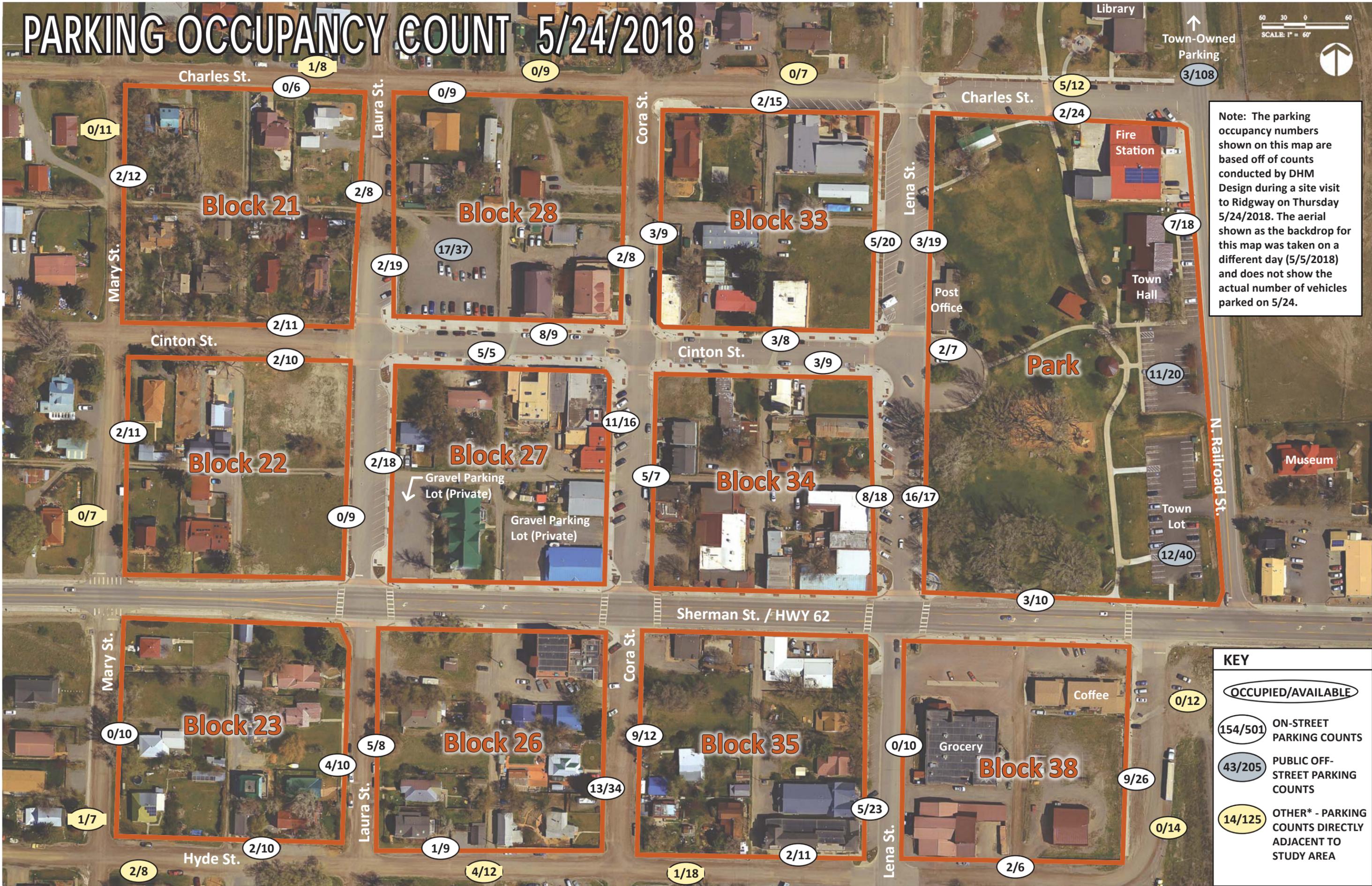
JUNE 2018 COUNT TO BE ADDED FOR FINAL REPORT IF AERIAL IMAGE IS AVAILABLE.

# PARKING OCCUPANCY COUNT 5/24/2018

SCALE: 1" = 60'

Town-Owned Parking

Note: The parking occupancy numbers shown on this map are based off of counts conducted by DHM Design during a site visit to Ridgway on Thursday 5/24/2018. The aerial shown as the backdrop for this map was taken on a different day (5/5/2018) and does not show the actual number of vehicles parked on 5/24.



KEY	
<b>OCCLUDED/AVAILABLE</b>	
<b>154/501</b>	ON-STREET PARKING COUNTS
<b>43/205</b>	PUBLIC OFF-STREET PARKING COUNTS
<b>14/125</b>	OTHER* - PARKING COUNTS DIRECTLY ADJACENT TO STUDY AREA

# PARKING OCCUPANCY COUNT 6/X/2018

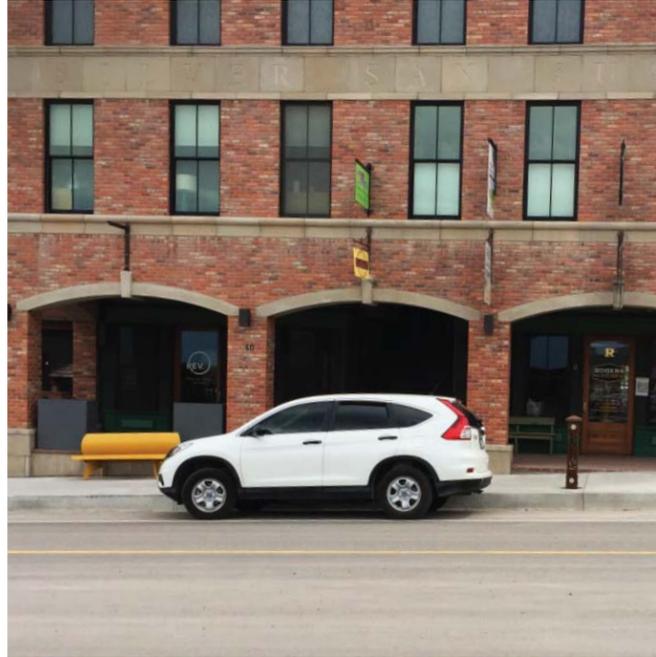
JUNE 2018 COUNT TO BE ADDED FOR FINAL REPORT IF AERIAL IMAGE IS AVAILABLE.

# PARKING ANALYSIS

## Issues with Existing Parking Areas



**Not Parking Legally** Vehicles have been observed parking illegally in Downtown in well marked areas. Also observed are RVs occupying several typically sized parking spaces.



**Blocking Bike Lane** The addition of bike lanes on Sherman St./ Hwy 62 where parking previously had been is a challenging transition for some users.



**Parking Facing the Wrong Direction** Vehicles have been observed parking the wrong direction on two-way streets.



**Non-conforming Signs** A resident places private parking signs in the designated public right of way (R.O.W.) parking area.



**Blocking Public R.O.W.** Private parking in the front yard of this residence is blocking the public's ability to park in the R.O.W.



**Unmarked Parking is Confusing** Undefined gravel street parking creates inconsistent parking patterns.

## Future Parking

### Ridgway Parking Regulations

The Town of Ridgway maintains off-street parking requirements as outlined in the Ridgway Municipal Code. The parking requirements appear to be adequate for supporting future development so long as the off-street parking requirements are enforced during the building permit process. The study area contains (3) zones as identified in the current Town of Ridgway Zoning map from May 2018: Historic Residential, Historic Business and Downtown Services. See Exhibit EX03 - the Future Parking Analysis Map fold-out this sheet for specific locations of these zones. Also, refer to the associated table on page 20 for more information on this future projected build-out study. A brief summary of parking requirements for these zones is provided below:

- Historic Residential – 2 off-street parking spaces per dwelling unit are required if the units is over 600 square feet. If the dwelling unit is 600 square feet or under, only one parking space is required. An additional parking space is required for accessory dwelling units.
  - This assumes that half of the lots would contain duplexes
  - The minimum lot width is 50'-0" with typical quarter block dimensions being 142'x142', so there would only be (2) lots/quarter block
- Historic Business – 1 off-street space is required per 1,650 square feet of gross floor area or fee-in-lieu of \$3,000 per off-street space after the first 3 spaces are provided on site. For all residential uses, the requirements are the same as the Historic Residential district.
  - The code does not require front/side setbacks
  - Rear setback is to be 2'-0" from the alley
  - Maximum building height is 35' (3 stories); building to this height would probably not match with the local character of the existing structures in Ridgway
- Downtown Services – residential uses have the same parking requirements as the Historic Residential district. Parking requirements for other uses are per the Ridgway Municipal Code based on the type of use.

### Future Land Use

For the purpose of this study it is assumed that development in Ridgway will generally be in conformance with the existing Zoning Map, and that the character of the Town will be more important than increasing density to the level shown in the Town of Ridgway Future Land Use Plan and Map. Using this approach, it appears that if the Town enforces the parking code as commercial development takes shape, additional off-street parking will be generated, or a large fund will be developed for the Town to develop a Public Parking Facility.

Three scenarios were analyzed to understand the impact of Town parking requirements for commercial development:

1) 3 Commercial buildings per ¼ block, each containing 15,000 sf commercial space (max. per zoning) and providing the min. off-street parking of 3 spaces. Each building would require 9 parking spaces, so a Fee in Lieu of \$3k/off street space would generate approximately \$18,000 per 15,000 sf commercial building.

2) 2 commercial buildings per ¼ block where parking and gross floor area are balanced to meet the parking requirement. A conceptual layout shows that under this scenario, a 2-story 11,550 sf commercial building would require 7 parking spaces. A conceptual layout of this arrangement was developed to maximize the use of the site. This can certainly be accomplished in a variety of ways, and the conceptual layout is only to provide a visual representation of how this may look.

3) A mixed-use building where parking and gross floor area was maximized per required setbacks but also balanced to provide for required parking. This concept generated the ability for a 40,810 sf Conceptual Mixed-Use Building (1st Floor: 11,800 sf Commercial, 2nd Floor: 19,560 sf Office, 3rd Floor 9,450 sf residential- 4 units). This configuration required 27 off-street spaces, and this is shown conceptually in Block 33. It is worth mentioning that the 2nd story would be built to min. setbacks and cover the ground level parking.

- A typical ¼ block is 142'x142'. This analysis is very conceptual and do not take into account other site requirements (landscaping, stormwater, amenities, etc..)
- A table can be found in the Appendix which shows off-street parking requirements and generation of Fee in Lieu for scenarios 1) and 2). There will likely be a mix of development type, and off-street parking will likely be a mix of the two scenarios shown.
- Along these lines, as part of the future planning efforts for the Town, the Fee in Lieu of program should be closely monitored, and a Town parking facility should be planned for at some level as development occurs.
- The residential parking requirements appear adequate for future development. It appears that the larger residential lots could be further subdivided so long as they meet zoning requirements.
- On-street parking should be further developed as the town grows, depending on the location both parallel and head-in parking appear to be appropriate within all Right of Way zones.



## Effective Parking Supply

### Effective Parking Supply

The Effective Parking Supply (EPS) in the study area was examined and is represented in the chart below. EPS is the cushion that allows for vacancies created by restricting parking spaces to certain users (reserved spaces), misparked vehicles, minor construction, and debris removal.<sup>1</sup> See page 11 for a more extensive description of EPS.

<sup>1</sup> Walker Parking Consultants - Downtown Parking Master Plan for Farmington, Michigan

<b>EFFECTIVE PARKING SUPPLY COUNT</b>
EPS of Existing Spaces Provided in Study Area
488 total spaces X 85% (EPS <sup>1</sup> for on-street) = 415* On-street Parking Spaces
354 total spaces X 90% (EPS <sup>1</sup> for off-street) = 319* Off-street Parking Spaces
842 total existing spaces (on-street and off-street) = 733* Parking Spaces

\*Shown as Effective Parking Supply, the number of actual parking spaces in the Ridgway study area is reduced to 85-90% of the actual number of spaces. The EPS for on-street is 85% of the actual number of parking spaces; the EPS for off-street is 90% of the actual numbers of parking spaces. Therefore, although the actual total number of existing parking spaces in the Ridgway study area is 842 spaces, the effective parking supply count is 733 total spaces. This means that approximately 109 spaces would probably not be effectively used due to confusion or improper use of parking spaces—such as a car not parking in the lines and taking up (2) spaces rather than (1).

### Existing Parking Conditions will Accommodate for Growth in Ridgway

The target parking occupancy for a healthy, vibrant downtown area is 85% - 95% full per industry average.<sup>1</sup> With this level of occupancy, parking turns over and new visitors don't have to spend time circling the area for an open spot. Based on limited field counts shown previously in this report on pages 11-16, the town's occupancy rate is an average of 32%—allowing for growth in the Ridgway community to reach the desired 85%-95% full industry average. This is based on an inventory of (5) days during the study period. Refer to the Parking Count maps and associated tables on pages 11-16 of this report. The counts include a Farmer's Market event day—Table 1 - Friday, August 25, 2017.

In a downtown, a park-once environment with the ratio of 2.0 to 2.4 spaces/1,000 SF of commercial use would indicate adequate parking.<sup>2</sup> This standard is currently met by utilization of **on-street parking within the two block walkability distance in the study area**. See the Walkability & Bikeability map on page 9 of this document for a visual of the two block walkable distances in the study area.

The chart below compares the parking ratio (stated above) indicating adequate parking for current conditions and projects how future growth will affect parking in the study area. A ratio of 2.2 parking spaces per 1,000 SF of mixed use building space is assumed.

<sup>1</sup> Walker Parking Consultants - Downtown Parking Master Plan for Farmington, Michigan

<sup>2</sup>

<b>PARKING RATIO TABLE WITH GROWTH</b>					
	Parking Ratio	Square Footage	Total Spaces to Meet Ratio	Spaces Provided	Parking Available
Current Conditions - 2016	2.2	252,780	556	733	177
5% Growth - 2019	2.2	265,419	584	741	157
10% Growth - 2022	2.2	278,058	611	748	137
25% Growth - 2030	2.2	318,975	695	763	68
50% Growth - 2044	2.2	379,170	834	802	-32 (needed)

Source of Population Data used to calculate Town growth is DOLA Colorado Demographic Profiles. Growth rate is based on the average rate from 2010-2016, which is 1.75%.

# RECOMMENDATIONS

## Parking Recommendations

### Education

- Educating employees not to park in front of businesses and in designated areas is critical to providing more parking for customers near storefronts. In the winter when there is less tourism, it may be appropriate for employees to park at their place of employment to advertise activity and represent that the business is open.
- Providing business owners with a map of parking spaces that are located in well-lit, safe areas and at walkable distances from their businesses would be beneficial to the owners in directing their employees to park at locations that would free up customer parking and improve business. Employees would want to be able to walk on lit and paved sidewalks from parking to work because they may get off work at all different times of day.
- Adding additional high visibility striping/bicycle symbols to the bike lanes on Sherman Street/Hwy 62 with more frequency would make the bike lanes more visible and easily identified and would promote increased usage by community members.
- Adding “Diagonal Parking Only” signs and striping currently non-striped gravel parking areas would increase the amount of parking available within the study area. Encouraging diagonal parking on one side of residential streets within the study area would also increase parking near downtown. The direction of the diagonal parking stripes should be based upon a user turning off of Sherman Street/Hwy 62 as opposed to another direction to improve the flow of traffic and parking. Also refer to [Parking Additions](#).
- Adding striping and signs for accessible parking spaces at intersections where spaces currently do not exist would improve transportation for community members of all abilities—especially south of Sherman Street where there is a lack of public ADA parking spaces. These proposed ADA parking locations include: the SW corner of Sherman and Cora Streets, the SW corner of Sherman and Lena Streets, and the SW corner of Sherman and Railroad Streets. (Refer to the Proposed Parking Wayfinding map on page 27 of this report for a visual of these locations. If accessible parking regulations cannot be met, it would still improve accessibility to sign the spaces as Senior Citizen Parking.
- Encouraging lot owners to add an ADA accessible parking space at the private lot at the NE corner of Sherman Street/Hwy 62 and Cora Street would better service the customers utilizing the lot.
- Directing visitors with the universally recognized blue and white “P” for parking signs to use parking areas that are typically vacant would improve wayfinding and parking usage around Ridgway. Directing trailer and RV parking would enhance wayfinding for visitors to Ridgway as well. Refer to the Proposed Parking Wayfinding map on page 27.

### Enforcement

Enforcing the existing parking regulations established in Ridgway is key to encouraging community members to maximize the available parking in the study area. This is especially important as growth in Ridgway occurs and as parking availability becomes a problem for citizens. In order to do this, the Town should:

- Enforce violations of parking regulations.
- Give warning tickets to vehicles that park in the bike lanes on Sherman Street/Hwy 62 to educate users, ticketing vehicles with fines or penalties that park in these areas habitually.
- Identify key areas to ticket illegally parked vehicles that are blatantly disregarding regulations.



**Gravel Parking** Striping gravel parking areas would guide parking—improving efficiency and increasing the number of spaces available.



**Shared Parking** Private businesses and churches could share their lots to improve parking availability.

### Reconfigure Parking to be More Efficient

Add temporary striping/painting or other features to organize the informal gravel parking areas that are close to the Downtown core within and adjacent to the study area. This could be done once a month during the busy season or before events to establish an efficient pattern. Refer to the Proposed Parking Wayfinding map on page 27 for these areas shown in light blue.

### Shared Parking

In order to maximize parking and to offer customers more parking areas, multiple businesses could work together to share their private parking lots. Also, privately owned parking lots could also enter into agreements with nearby businesses to supply off-street employee parking.

The Town could also potentially enter into an agreement with these private businesses and churches to share their parking in exchange for benefits such as the Town providing parking lot maintenance.

## Parking Recommendations, continued

### Code Considerations

- Restructuring the Ridgway Zoning Code for the Historic Business District to require residential and lodging uses to provide off-street parking spaces at a rate based upon bedrooms and not based on square footage of building size would better meet parking needs based on the type of building use. These larger dwelling units would be required to add on-street parking in front of their properties, if it doesn't already exist, to accommodate for the increased amount of people occupying the space. On-street parking could count towards the required total and would also be available to members of the public.
- Consider the type of residential project by specific type, such as affordable housing, and acknowledge the true parking needs of such a project. Adjust code language if necessary.
- Restructuring the code to require the installation of paved sidewalks and on-street parking by new developments would improve transportation around the community. Such a requirement would also promote increased use of these new developments by providing R.O.W. parking directly adjacent to the specific developments.
- Considering a reduced parking requirement for development involving the adaptive reuse of historic properties would incentivize the restoration of such properties and protect the existing character of Ridgway.

### Restrictions

- The Town should consider installing “two hour parking” signs in parking areas at the recognized hubs of activity in downtown Ridgway—refer to the Proposed Parking Wayfinding map on page 27 for these “hub of activity” areas. Limiting parking on designated blocks to a specific number of hours would compel employees to park further away from their places of work, allowing for more customer parking at business storefronts. Also, if visitors to the community are using these spaces then they will turn over more often. Furthermore, if parking is only a problem in particular hubs of activity on certain days or for certain time periods, signage can be made more specific to limit the duration of parking during those time periods to help with turnover and keep spaces available. An example of this could be, “Two Hour Parking 9AM-5PM Monday-Friday,” to restrict parking during business hours.



### Restricted Parking

Two Hour Parking Signs to regulate parking is recommended in the listed hubs of activity below to encourage parking turn over and discourage parking during events. This is the simplest way to get the desired turnover but is not required while parking is still adequate. The Town could implement this strategy when occupancy is closer to the desired 85%-95% all the time.

- Lena Street between Sherman and Clinton Streets
- Clinton Street between Laura and Cora Streets
- Cora Street between Sherman and Clinton Street

### Parking Additions

- Adding additional on-street parking and signage/stripping where the existing R.O.W. width allows would increase the amount and density of parking near downtown.
- Establishing a pattern of parallel parking along on one side and diagonal on the other side of residential streets would also increase the amount of parking provided at a walkable distance from downtown. The R.O.W. width is too narrow at some locations to allow for new sidewalks and diagonal parking on both sides of the street; this is why it is suggested that one side be parallel. Cora Street north of Sherman Street/ Hwy 62 has been completed with the suggested pattern.
- Designating motorcycle parking spaces with pavement striping at several locations in downtown would increase the parking density for these vehicles—taking up fewer standard-sized spaces and leaving more regular spaces available for cars and trucks.
- Investigate leasing land for parking on vacant lots near or within the study area.



### Designated Motorcycle Parking

Striping designated on-street parking for motorcycles optimizes space by creating opportunities for motorcycle parking in smaller-scaled spaces apart from regular vehicular parking spaces. This improves parking efficiency by allowing motorcycles to use smaller spaces; therefore, they do not take up regular-sized parking spaces that can be used by normal vehicles.



### Parking Patterns

Cora Street between Sherman and Clinton Streets is a good example of establishing a pattern of parking on a street with a narrow right-of-way. (This photo shows the view from Cora Street looking south from Clinton Street.)



### Maintenance/Temporary Striping

Parking spaces in both paved and gravel areas need to be re-striped according to an established maintenance schedule. Paved areas need to be re-striped once a year, which typically falls in spring after snow plowing operations have ceased. Gravel areas can be striped with chalk or painted lines at an interval based upon local conditions and frequency of use. (Striping informal gravel lots can help organize users into the most efficient layout and increase amount of effective parking available.)

## EVENT PARKING

### People will Walk Further when Parking for Large Events

- People are typically willing to walk up to a half-mile from parking to attend a large event. Paved sidewalks connections and lighting should be provided to encourage people walking further from their vehicles.
- The more safe and comfortable the parking lot, the more people will be apt to use outlying lots at all times of day. Shade trees and lighting at outlying parking lots should be provided to encourage people to walk from such parking lots to an event.
- Bike valet parking at the event location could also be provided as an alternative to parking and walking from a vehicle to the event.

### Guidance & Wayfinding Needed for Event Parking

Event organizers should submit a proposed event parking plan to the Town for review/approval prior to the event. The Town/Event Organizers should then implement and manage the approved event parking plan on the day of the event.

- Part of the event parking plan could be installing temporary and/or permanent signage for event parking and involving event organizers or Town staff members in guiding visitors to follow the signage and parking plan.
- Large parking lots should be staffed before and at the beginning of events so that the parking in each lot is organized and efficient.



**Informal Gatherings during Event** People congregate in Hartwell Park during the “Love Your Valley Festival” which took place on Saturday, May 12th of 2018.

### Guidance & Wayfinding Needed for Event Parking, continued

- Gravel lots and gravel streets should have striping painted on them prior to events to improve parking efficiency and reduce confusion of how to park in such areas.
- A shuttle service should be provided on event days from large outlying parking lots, such as the fairgrounds or the schools, for people utilizing these large parking areas. Shuttling people from existing parking facilities would save the Town money by reducing the need for constructing and maintaining additional parking areas near event locations that are currently infrequently used for parking.
- People should be discouraged from using on-street parking areas close to event locations that are near local businesses. The reason for this is that event parking is usually over an extended period of time. Local businesses could lose money from the parking not turning over and, therefore, not providing parking opportunities for new customers. Installing temporary and/or permanent signage limiting parking in hubs of activity for two hours could aid in managing this parking concern.
- An unloading area for events should be designated for vendor use; however, the vendors should be encouraged to actually park at a location away from the event if possible. By educating vendors to not park in main public spaces all day, more visitor parking is allowed to the public which increases parking turnover throughout the day of the event.



**Parking Fills up during Event** Parking fills up along Cora St. during the “Love Your Valley Festival” which took place on Saturday, May 12th of 2018 in Hartwell Park one block east.

## Encouraging Alternate Modes of Transportation

### Incentives to Promote Bicyclists

Alternative modes of transportation in a community reduce vehicular trips. Ridgway has increased safety measures for pedestrians and has plans to provide pedestrian wayfinding signage. The recommendations here are focused on encouraging bicyclists. The image to the right is of a man riding his bike along Lena Street towards Sherman Street.

Bike racks are currently underused in Ridgway; locals deals for bike riders at Ridgway businesses may increase bike use. The Town should work with local businesses to provide coupons, discounts, bike to work day breakfast and/or other incentives to encourage riding bicycles daily and to events.



### Bike Racks

Ridgway currently has many bike racks located throughout its core downtown. (Refer to the Walkability & Bikeability fold-out on page 9 of this report for bike rack locations.) A single bike rack, such as the one pictured to the left, would accommodate (2) bikes. Currently there are bike racks available for (82) bikes in Ridgway's core downtown area. More bike racks are available at high activity areas such as the intersection of Cora St. and Clinton St. and Lena St. and Sherman St.

These bike racks are made by a local artist to be sculptural and represent Ridgway's artistic, historic, and industrial downtown vibe.



### Bike Valet

In order to promote bicycling to events, the Town/Event Organizers should provide secure bike valet parking at event locations. This would encourage both residents and visitors to ride bicycles across Ridgway to attend events rather than driving and parking.



### Covered Bike Parking

The provision of covered bike parking would encourage more bicycle use in all types of weather.

Image from [www.bicycletucson.com](http://www.bicycletucson.com)



### Large Volume Bike Parking

The addition of easily-identifiable and user-friendly linear bike racks in Hartwell Park would promote more bicycle use around the Town's downtown core.

Image from [www.byoplayground.com](http://www.byoplayground.com)



### On-Street Bike Parking

Providing bike parking on the street would encourage increased bike use by giving both bikes and vehicles the same ease of access. (People wouldn't have to lift their bikes up onto the curb to park on the sidewalk.) On-street bike parking can be easily integrated by transforming one vehicular space into bike racks. On-street bike parking also reduces pedestrian/bike conflicts on walks.

Image from [Thirteen of Clubs on Flickr](https://www.flickr.com/photos/thirteenofclubs/) ©

## Wayfinding

In order to promote parking wayfinding in Ridgway, it is recommended that parking signage be composed of universally understood signs to identify parking locations for users driving into Ridgway off of Sherman Street/Hwy 62. Refer to the Proposed Parking Wayfinding fold-out attachment for the locations of these proposed signs. Some of the signs could be added to existing signage already present off of Sherman Street—see Locations A, D, and E signs on page 32. Other signs that would aid in the guiding visitor parking would be new freestanding signs throughout downtown; three key locations were identified to incorporate new parking wayfinding—see Locations B, C, and F signs below. By incorporating the suggested parking wayfinding, visitors to Ridgway would have an easier time locating appropriate parking areas that often have a great deal of vacant spaces available. Wayfinding would also potentially aid in reducing the number of parking violations by giving trailer and RV vehicles directions on where to park; therefore, discouraging oversized vehicles from taking up multiple regular-sized spaces within downtown.

## New Wayfinding Signs

Signage to Match Local Character

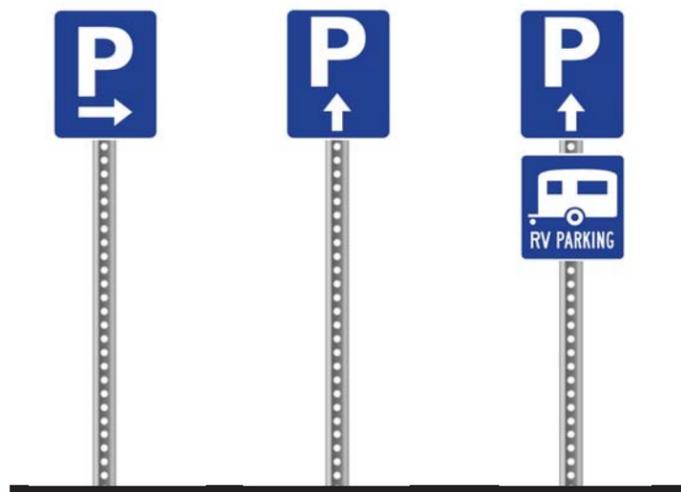


**Wayfinding Example** This Mountain Village wayfinding sign with its weathering steel material matches the local character of the community in which it is placed. (Mountain Village is located just outside of Telluride, CO.)

Example of Universally-Recognized "P" for Parking Sign



Location B Sign    Location C Sign    Location F Sign



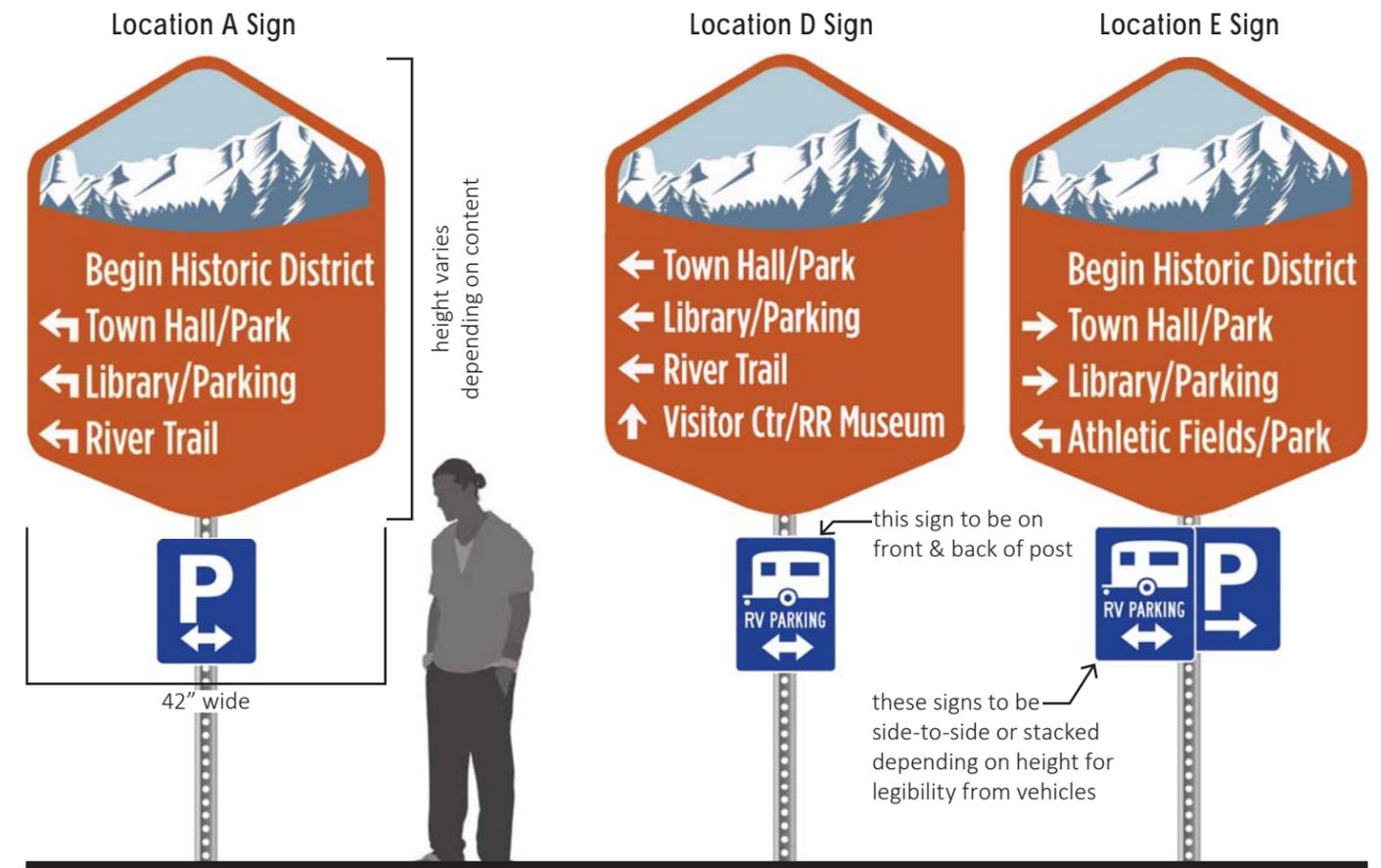
**Additional Signage** The incorporation of additional parking wayfinding around town is key in encouraging visitors to park in existing lots that are currently underutilized.

## Existing Wayfinding Signs with Parking Sign Additions

Existing Sherman St./HWY 62 Sign Information

(Refer to Sign Diagram Below)

- 4" High Letters
- 4.5" Wide Arrows
- 42" Wide Sign
- 50"-54" Tall Sign
- Breakaway Posts
- Reflective Letters
- Single-Sided Sign
- 0.125" Aluminum
- Painted Bolts to Secure Sign to Post



**Adding Parking Wayfinding** Universally recognized "P" for parking signs can be added to existing sign poles on Sherman Steet/Hwy 62 to direct vehicles to existing public parking areas.

\*Note: All signs should be added to existing poles if possible. Refer to Proposed Parking Wayfinding map fold-out for sign locations.

# PROPOSED PARKING WAYFINDING



Potential for Shared Parking During Events

## KEY

-  HUB OF ACTIVITY
-  POTENTIAL ADA
-  POTENTIAL SHARED PARKING
-  VACANT PROPERTIES FOR POTENTIAL TEMPORARY PARKING
-  ENCOURAGE DIAGONAL PARKING
-  LARGE PARKING AREAS W/ OPEN CAPACITY
-  RV/TRAILER PARKING AREA
-  PARKING SIGN
-  RV/TRAILER PARKING SIGN

\*Refer to pages 23 & 24 of this report for proposed parking wayfinding sign designs.

60 30 0 60  
SCALE: 1" = 60'



## Conclusion

“Ample parking encourages driving that would not otherwise occur without it,” Jeff Speck, author of *Walkable City*.

A balance needs to be struck between building development and parking lots, walkability/biking and automobile use. Off-street parking requirements were mostly designed for development on open, unoccupied land. If off-street parking requirements are made to be too high, it can limit building square footage and encourage more sprawl development. Minimum parking requirements can have unintended consequences such as: encouraging driving, increasing the cost of developing a building, discouraging the reuse of historic structures, and breaking up the continuous storefront feel of a healthy downtown. Ridgway has numerous open parking lots in its downtown that most communities do not; therefore, it is important that as more developments occur in these parcels that the first priority is in the creation of vibrant structures that promote the community such as new businesses, mixed-use buildings, and residential dwelling units. Parking should meet code requirements, but not dominate these undeveloped spaces. Currently, growth is evident within downtown Ridgway in the form of several planned developments such as Space to Create (to be located at the corner of Clinton and Laura Streets) and the residential area to the north of Hartwell Park. With each new approved development (such as these aforementioned) is an opportunity for the Town of Ridgway to continue building upon the fun and vibrant atmosphere of downtown that was further enhanced by the recently completed streetscape improvements. The town’s historic architecture, intriguing storefronts, and human-scaled sidewalk environment are memorable and character-defining. The provision of an over-abundance of parking should not be the driving force that guides the development of downtown; any approved development should support and enhance the creation of an active and vibrant downtown. Furthermore, Ridgway’s current parking infrastructure would accommodate for years of future growth—allowing for building infill that does not require large additional parking lots.

Ridgway has a very walkable downtown. Residential areas are within close proximity to the core. Based on two types of evaluation – the current Town parking code and Parking Ratios (refer to pages 21 and 22 of this report), it is apparent that the current parking supply meets both code and current demand with room for growth. A healthy downtown has parking utilization of 85%-95%. Ridgway, on a typical day, averages less than 40% utilization of parking spaces in the core study area. Even in the more conservative parking ratio evaluation, the Town exceeds adequate parking levels even with 25%+ growth in mixed-use commercial space downtown. All of these spaces are within a 5 minute walk (1/4 mile or less) and most are with 1/8 of a mile (one block) of all of the existing identified hubs of activity. (See the Walkability & Bikeability map fold-out on page 9 of this document for these hubs of activity.) The hubs of activity, which are mostly related to restaurants/food service at certain times of the day, are the areas most discussed in public commentary - see the Appendix starting on page 35. Listed below are some attainable solutions for taking parking pressure off of these areas:

- **Education** – the Town and employers should work to educate employees to park in low usage areas to leave spaces for visitors.
- **Promoting Alternative Means of Transportation** – the Town and businesses should including incentives for walking and biking.
- **Shared Parking** – a partnership can be formed to share parking resources and maximize usage within Ridgway’s downtown; this partnership could be between private business owners or between the Town and an entity that might have underutilized parking during the week such as a church
- **Time Limits at Hubs of Activity** – this is a longer term solution that can be evaluated as parking usage increases and includes two-hour parking limits at certain times of day/year. Other small communities that have active downtowns have implemented this method of parking control—including Carbondale and Salida. (Refer to the Appendix page 38 of this report for comparisons of parking between Ridgway and other similarly-sized small towns.) Implementing parking time limits can be focused in high-use areas to help encourage people who want to park all day to utilize outlying areas such as the underused street parking available on Laura St. Two-hour parking would require enforcement for it to be effective. Metered parking is not in the short-range plans and wouldn’t be needed until activity levels have increased to be similar to Telluride as a comparison.

- **Manage Event Parking** – organizing gravel parking lots by incorporating striping and therefore directing people to park in the most efficient manner would be a significant improvement over the current unmarked gravel parking areas; this would increase the number of parking spaces available in such lots. Signage to overflow lots is also needed. (Refer to pages 31 and 32 and the Proposed Parking Wayfinding fold-out attachment on page 31 for proposed parking wayfinding.) A shuttle from the fairgrounds and nearby school parking lots during large events should be considered in order to enable visitors to enter downtown vehicle-free and enjoy the experience even more.

As a whole, Ridgway has the resources to manage growth and parking through good planning. The current parking availability is beyond adequate and taking care of some of the specific issues will help improve problem areas.



**Love Your Valley Festival** The “Love Your Valley Festival,” which took place on Saturday May 12th of 2018, was a huge concert event for residents and visitors alike with brewery and food vendors in Hartwell Park right next to downtown.

# EVENT PARKING PLAN

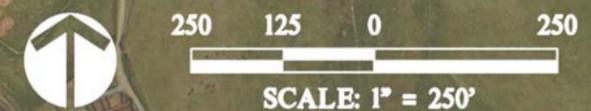
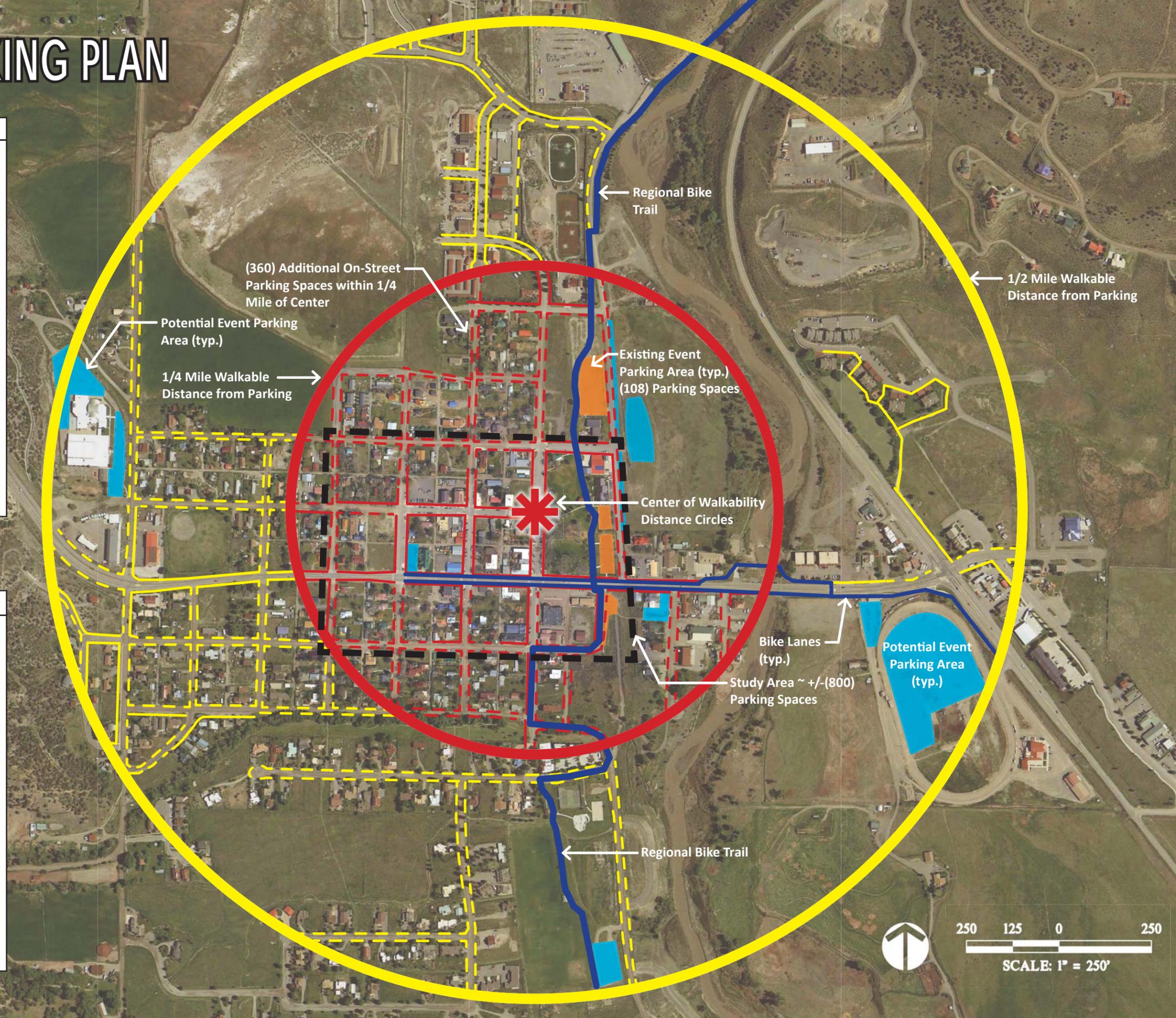
## ASSUMPTIONS

- 2,000 people at a large park event
- 2.6 people/car = 770 cars
- Parking spaces available within the study area is about +/- 800
- Parking spaces within 1/4 mile walking distance (about a 5 minute walk) offer an additional 450+ spaces in addition to the 770 cars needed for a 2,000 person event
- Parking within a 1/4 mile can accommodate over 3,000 visitors for an event
- It is recommended that Ridgway finish paving the sidewalks to any outlying parking areas to encourage increased usage of these areas

\*These numbers assume that large unpaved parking areas would be organized and managed with delineated parking spaces during events to maximize available parking.

## KEY

-  CENTER OF WALKABILITY DISTANCE CIRCLES (HARTWELL PARK)
-  1/4 MILE WALKABLE DISTANCE FROM PARKING (~5 MIN.)
-  1/2 MILE WALKABLE DISTANCE FROM PARKING (~10 MIN.)
-  PROJECT STUDY AREA
-  PAVED SIDEWALKS & ON-STREET PARKING WITHIN A 1/4 MILE DISTANCE
-  UNPAVED SIDEWALKS & ON-STREET PARKING WITHIN A 1/4 MILE DISTANCE
-  PAVED SIDEWALKS & ON-STREET PARKING WITHIN A 1/2 MILE DISTANCE
-  UNPAVED SIDEWALKS & ON-STREET PARKING WITHIN A 1/2 MILE DISTANCE
-  REGIONAL BIKE TRAIL
-  BIKE LANES
-  EXISTING EVENT PARKING
-  POTENTIAL SHARED USE EVENT PARKING



# APPENDIX

## Parking Comments – Ridgway May 2018

The Town solicited comments and photos of specific parking issues. Some photos have been included in the issues section and the written comments are as follows:

“I would like to comment on the lack of parking for the Chinese Restaurant in Ridgway. They are next to Ponderosa Real Estate. Since customers can no longer park on Sherman Street, their only parking is a very small lot on the west side of the building. In addition to the real estate, there are other businesses facing this parking lot and occupants upstairs also. There is limited parking on the side street but this is totally inadequate parking, especially for the Chinese Restaurant. I am handicapped and use a cane. My husband and I frequent the Chinese Restaurant. The walkway is not suited for handicapped and the lack of parking is detrimental to the diners and the restaurant.”

“The Thai restaurant have adopted this “non-space.” They have to park the truck four feet from the raised concrete curb to avoid banging their door so maybe we should make this 20’-0” section of Cora one way?”

“People are parking in the bike lane on Sherman. The bike lane is in the space where parking was eliminated so people are used to parking there. Maybe the Marshall needs to start ticketing or warning people to educate them that this is for bikes only.”

“Last night there was a semi parked on the highway alongside Unicas blocking both the bike lane and part of the drive lane. (There were some people moving boxes into the building which I assumed came from this truck.) This was a dangerous situation requiring westbound vehicles to pass the truck in the turn lane. It also created a risky situation for pedestrians stepping off the sidewalk to cross 62.”

“I have seen other issues with semis off-loading to businesses on either side of the highway which blocks traffic and disrupt parking. What is the plan for delivery trucks in downtown Ridgway?”

## Parking Comments – Ridgway May 24th, 2018

Parking Stakeholder Meeting – May 24, 2018  
Ridgway, CO

Attendees: Jyoti (Panji Bags), Tammee Tuttle (True Grit Café), Kip (Colorado Boy), Sara Doehrman (Cimarron Books and Coffee), Jenny (Kate’s Place), Lu Hauger (resident and Town intern), Colin Lacy (Ridgway Chamber), Dalton Carver (resident), John Clark (Mayor), Jen Coates (Town Manager), Shay Coburn (Town Planner), Walker Christensen (DHM Design), and Diedra Silbert (Community Initiatives Facilitator) [32 individuals and businesses were invited, including Town staff.]

The following are comments/suggestions from the discussion at the meeting:

- Potential to lease space for parking on the SW corner of Laura and Clinton for parking. This would be a good spot because of the loss of public parking that will be replaced by *Space to Create*. The owners told an attendee that they were open to it but didn’t specify time frame or cost. This may be something that businesses would work together to pursue or that the Town looks into. Currently something like this is not in the Town budget.
- Overall, there are a good number of spaces downtown and the utilization averages about 30% on typical days. This goes up dramatically during events. There are also hot spots for parking issues at different times of day. In the morning, the area near Cimarron Coffee is full. For breakfast and lunch, the north block of Clinton and the public parking lot at the corner are mostly full by Kate’s Place. The intersection of Clinton and Cora is turning into the epicenter with a lot of new businesses opening. The first block of Lena by True Grit is one the busiest spots in town.
- To take pressure off of downtown parking and to help parking turn over during events, there need to be some new strategies implemented. Some ideas were to have flaggers help organize people in the lot north of the library, painting spaces in gravel lots and gravel streets to get more efficiency, temporary signage for events, permanent event parking signage, potentially even two-hour parking at key areas on Clinton and Lena. There may be potential to use some outlying lots that are within a half mile and have sidewalks to downtown such as the fairgrounds or school.
- The True Grit Cafe has 46 employees in the busy season and sees probably 7-10 cars for employees per shift. Most employees drive from Montrose. Off-site parking for employees would be ideal. This would be best if there is a paved and lit path to the parking. Employees get off late at night.
- Kate’s has 12 employees, (8) would be working at one time. There are 13 tables inside and 11 tables outside.
- Education is needed to get employees to not park in front of businesses. Maybe we can come up with a one page flyer distributed to employees of downtown businesses that shows potential parking space options that are in less busy zones but still close. Block by block specifics would be best. Focusing on educating employees would offer better results than educating visitors. Use water and electric bills to get word out.
- During events, people stay parked in on-street parking close to the park and so it does not turn over and those business are affected.
- There are ADA parking spaces throughout town, but we are seeing more mobility challenged people and senior citizens who don’t have an ADA sticker but still would like to park close.
- Winter can be a challenge for parking with snow removal.

## Parking Comments – Ridgway May 24th, 2018, Continued

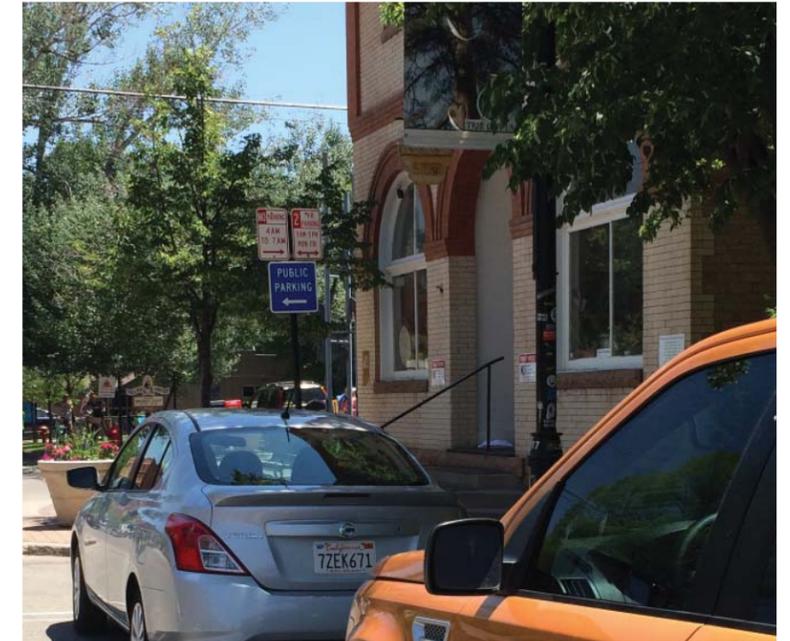
- How is the code for parking requirements being addressed? The planning team is looking at the existing code and comparing it to other communities to see if any changes may be warranted. Some parking issues are evident in areas that were developed before the parking codes were implemented. Ridgway’s downtown doesn’t want to be overtaken by parking. There needs to be a balance between providing enough parking and having good planning/development of new buildings to enhance the existing character of downtown.
- Trash pick up in the alleys can block ADA access.
- The current code for downtown is (1) space per 1,650 SF for commercial buildings and (1) space for residential units less than 600 SF and (2) parking spaces for residential units greater than 600 SF. Update existing parking diagram to reflect.
- Could you do (2) hour notices on windshields instead of signs? Wind + paper + Ridgway is not always a good mix.
- Providing shade and street lights at parking by library would make it more inviting.
- There needs to be some enforcement when there is illegal parking. The Town has limited resources.
- RVs are parking and taking up 5-7 diagonal spaces in downtown; this is an issue. Maybe adding signage that says compact cars only. More signage could be added to direct RVs to Railroad St. They usually want to follow the rules if they know them.
- Don’t want a bunch more signs. Sign clutter is already a problem. If any new signs are needed, they need to be clear and simple, such as directing people to public parking on Lena with the universal “P” for parking sign.
- Shared parking was a concept that a lot of people liked. This could be a church or business with a larger parking lot. Complimentary businesses could work together to share spaces. For example, a coffee shop and bar – if they were in close proximity. Other towns have negotiated in-kind maintenance for shared use of a parking lot. There are definitely options that could be explored to get more efficiency.
- Encouraging more bike riding and walking to downtown was another supported idea. Look into incentives to get people to ride. Covered bike parking, easy bike racks, more racks in the park, etc.
- Events like the Farmer’s Market and Concerts encourage people to stay so there is no turnover.
- Ridgway Rendezvous does a good job of managing parking for their event.
- Have an unloading area for events and try to have vendors park out of the action. Educate vendors not to park in main public spaces all day.
- Education and changes in behavior were a big theme for the discussion.
- On existing conditions sheet show that required quantity is per parking per code as it is right now and is not intended to single out non-conforming uses.
- On existing maps show parking as it currently exists on the NE corner of Laura and Clinton. On future land use maps show *Space to Create*. Space to Create will have off street parking spaces. On future development maps show all new development as meeting code.
- The new development on North Lena Street will have off street parking and will have the on-street parking pattern from Lena extended. This is good because that area provides a lot of parking.
- For any outlying parking for events, it would be recommended to have paved sidewalk connectivity to those spots.
- Having a shuttle service on event days for outlying parking is another option. This is becoming common as communities try to maximize green space and try to reduce pavement in parks.

## Parking Comparisons among Similar-Sized Towns

The towns of Carbondale, Crested Butte, Salida, Ouray, Paonia, Westcliffe and Alamosa—which are of similar size and/or town character to Ridgway—are analyzed in terms of their parking codes and regulations. Understanding and comparing the parking requirements of these other Colorado communities can influence Ridgway’s parking codes and regulations and help guide future development standards and associated parking in Ridgway.

### Carbondale, Colorado

- Main Street has signed two-hour parking. See image to the right.
- Carbondale has several designated public parking lots within one block of Main Street for parking for events and for employees.
- The number of off-street parking spaces required is by use. For example, a Restaurant is required to have (1) parking space per 150 SF (including outdoor waiting/seating/dining areas). Lodging Facilities such as a hotel or motel requires (1) off-street parking space per guestroom.
- Off-street bicycle parking spaces are required at a minimum ratio of one bicycle space per three vehicle parking spaces.
- Shared parking facilities for developments or uses with different operating hours or peak business periods may be allowed by the Planning Director.



**Parking Signage** Signing two-hour parking in Carbondale increases parking turnover throughout the day, improving the vitality of downtown.

### Crested Butte, Colorado

- Elk Avenue (Main Downtown Commercial Street) Parking is for two hours only between 8:00 am and 5:00 pm.
- There are Designated Loading Zones throughout the core business area.
- Winter Parking Rules, active from November 1 through April 30, regulate when and on what side of the street one can park for snow removal. Some portions of the downtown streets may be parked on overnight if the regulations are followed.
- Excerpt from code Sec. 16-16-20 concerning off-street parking spaces—Restaurants, clubs, retail bakeries, tasting/sales room micro-distilleries and premises licensed for consumption of alcoholic beverages, except those licensed for special events only: one (1) space for each five hundred (500) square feet of usable square footage or a portion thereof if the total usable square footage is between zero (0) and one thousand (1,000) square feet; one (1) space for each two hundred fifty (250) square feet of usable square footage or portion thereof from one thousand one (1,001) to two thousand (2,000) square feet; and one (1) space for each one hundred (100) square feet of usable square footage or portion thereof for usable square footage greater than two thousand (2,000) square feet. Outside usable square footage used for seating shall be counted as part of the total usable square footage by a factor of one-quarter (0.25). The above parking shall not be required if the restaurant is located within a hotel, lodge, motel or resort which serves only registered guests who contemporaneously stay at least one (1) night in the facility.
- Excerpt from code Sec. 16-16-50 Payment in lieu of providing off-street parking—Whenever off-street parking is required, the Board is authorized to accept payment to the Town in lieu of providing the off-street parking, utilizing

## Parking Comparisons among Similar-Sized Towns, Continued

the following criteria:

- Whether more than normal impacts would be created by requiring vehicles to park on-site;
- The unlikelihood that on-site parking would be used on a regular basis;
- The unavailability of public parking in the site vicinity; and
- Impacts on the neighborhood.

### Salida, Colorado

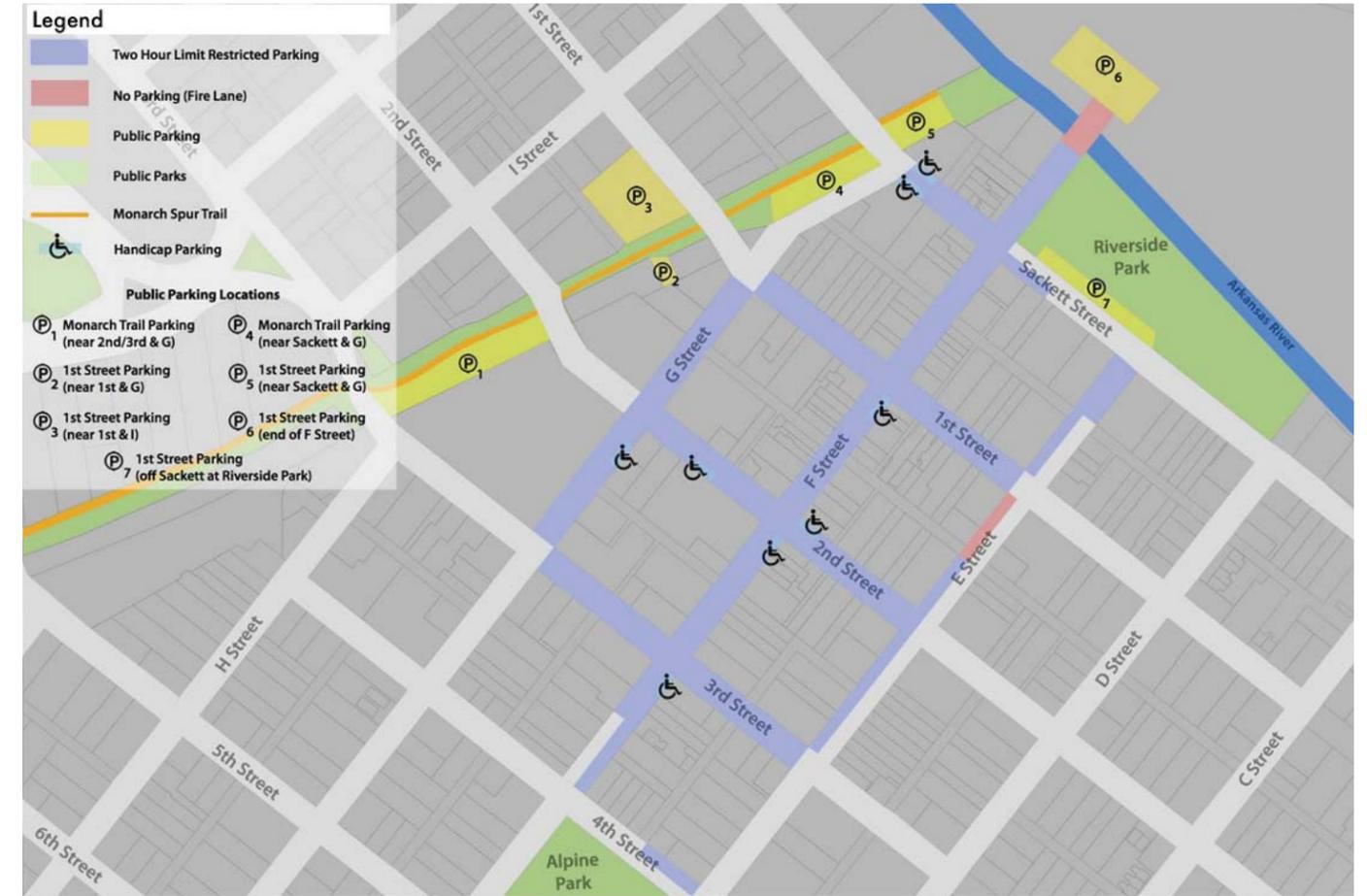
- Most historic downtown parking is limited to (2) hours. See the Salida Parking Map next page.
- The number of off-street parking spaces required is by use. Code Sec/ 16-8-80. Eating and drinking establishments shall provide (1) space per 200 SF
- Commercial lodging shall provide (1) space per guest room, plus (1) space per 150 SF of group assembly area, plus (1) space per 500 SF of accessory commercial space, plus (1) space for the manager/front desk person.
- Shared Parking is allowed within certain parameters and as approved by the Administrator. The number of off-street parking spaces required may be reduced by up to 25%.

### Ouray, Colorado

- Within the Commercial District – C1, required Off-Street Parking is as follows:
  - No off-street parking is required for buildings that front U.S. Highway 550 between 4th and 9th Avenues, and those lots that front 4th through 9th Avenues within one-half block of U.S. Highway 550, except Lodging Businesses and residences that must provide one space for each lodging or dwelling unit.
  - If necessary to preserve historic buildings, off-street parking requirements may be considered by the Planning Commission. Dedicated on-street parking may be authorized by City Council within the C-1 District, pursuant to Section 13-1 of the Ouray Code, for Lodging Businesses in historic buildings, which are listed in the National Register of Historic Places or as a contributing structure to the Ouray Historic District and located on lots that front U.S. Highway 550 or on the intersecting Avenues within one-half block of U.S. Highway 550. Planning Commission shall make a recommendation to City Council regarding an application to waive off-street parking requirements or dedicate on-street parking.
  - As a condition of either waiving off-street parking requirements, or of providing designated on-street parking, the property owner must properly execute, on forms approved by the City, a recordable covenant providing that any repairs or modifications to the building will comply with the United States Secretary of the Interior’s Standard for Historic Preservation Projects and detailing any required maintenance of the parking spaces.

### Paonia, Colorado

- Grand Avenue has two-hour parking which is diagonal on street parking.
- Town has a signed truck route.
- The number of off-street parking spaces required is by use. Code Sec/ 16-6-10, Table 16-5. Indoor restaurants and bars shall provide (1.0) space for every 3 seats plus (1.0) space for every employee in the largest work shift.
- Motels, hotels, lodges and bed and breakfasts shall provide (1.0) space per unit plus (2.0) spaces for owner or manager’s unit.
- Bicycle Parking—Code Sec. 16-6-60, Bicycle parking spaces may be acceptable in lieu of vehicle spaces in the ratio of six (6) bicycle spaces for one (1) vehicle space, provided that not more than ten percent (10%) of the off-street parking requirements are met with bicycle parking. A bicycle parking space shall include secured stanchions and racks that enable the bicycle frame, not just a wheel, to be anchored. At least two (2) feet of spacing should be provided between the bicycle racks so that cyclist may place or remove the bikes with minimum risk of damage to other bikes.



**Salida Parking Map** Salida’s parking wayfinding map guides visitors and locals to designated public parking areas, as well as to ADA parking spaces provided in downtown.

### Westcliffe, Colorado

- Main Street has two-hour parking.
- Signs near some parking say vehicles over 20 feet prohibited.
- The number of off-street parking spaces required is by use. Code Sec. 10-4-2: Parking:
  - Two (2) parking spaces of two hundred (200) square feet, exclusive of maneuvering and roadway space, shall be provided for each rental unit or manager’s unit in motels and hotels.
  - One (1) parking space of two hundred (200) square feet, exclusive of maneuvering and roadway space, shall be provided for each four (4) seats in eating and drinking places.

## Parking Comparisons among Similar-Sized Towns, Continued

### Alamosa, Colorado

- Has some two-hour parking on-street spaces.
- Has several public parking lots. See the Alamosa 3D Map below showing downtown parking areas.
- Excerpt from Proposed Preliminary Urban Renewal Area Boundary, Submitted by The Elk Mountains Planning Group, Inc., December 2, 2009:  
 “The Consulting Team believes that the commercial core area between 4th and 6th Street in general has too much land dedicated to parking. Though some parking is needed for the various churches and civic buildings located on 4th Street in particular, it is the Consulting Team’s opinion that the removal of buildings to make room for parked vehicles erodes the overall density needed to support a thriving downtown.”



**Alamosa 3D Map** Alamosa’s 3D Map displays both parking and key businesses to help visitors navigate through downtown.

## Future Parking Analysis Table

- NOTES**
- 1) HR = Historic Residential
  - 2) HB = Historic Business
  - 3) DS = Downtown Service District
  - 4) SF DU assumes 1/2 historic residential lots will contain duplex
  - 5) Assumes Town Park lot will not be developed as commercial, could be ideal spot for parking structure
  - 6) Developed Commercial w/ Min. Parking assumed (3) 15,000 sf buildings providing the min. 3 spaces each per 1/4 block
  - 7) Developed Commercial w/ Parking assumed (2) 11,550 sf buildings providing the required 7 spaces each PER 1/4 block

Block	Area (sf)	Zoning	% of Block	Area (sf)	Acres	Residential			Developed Commercial w/ Min. Parking			Developed Commercial w/ Parking					
						SF DU	Off Street Parking Required	Comm. (sf)	Off Street Parking Required	Off Street Parking Provided	Fee In Lieu	Comm. (sf)	Off Street Parking Required	Fee In Lieu			
21	80,656	HR	100%	80,656	1.9	-	12	-	-	-	-	-	-	-	-	-	-
		HB	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22	80,656	HR	50%	40,328	0.9	-	6	-	-	-	-	-	-	-	-	-	-
		HR	50%	40,328	0.9	-	-	-	-	-	-	-	-	-	-	-	-
23	85,200	HR	50%	42,600	1.0	-	8	-	-	-	-	-	-	-	-	-	-
		HR	50%	42,600	1.0	-	-	-	-	-	-	-	-	-	-	-	-
26	85,200	HR	50%	42,600	1.0	-	9	-	-	-	-	-	-	-	-	-	-
		HR	50%	42,600	1.0	-	-	-	-	-	-	-	-	-	-	-	-
27	80,656	HR	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		HR	100%	80,656	1.9	-	-	-	-	-	-	-	-	-	-	-	-
28	80,656	HR	50%	40,328	0.9	-	9	-	-	-	-	-	-	-	-	-	-
		HR	50%	40,328	0.9	-	-	-	-	-	-	-	-	-	-	-	-
33	80,656	HR	25%	20,164	0.5	-	3	-	-	-	-	-	-	-	-	-	-
		HR	75%	60,492	1.4	-	-	-	-	-	-	-	-	-	-	-	-
34	80,656	HR	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		HR	100%	80,656	1.9	-	-	-	-	-	-	-	-	-	-	-	-
35	85,200	HR	25%	21,300	0.5	-	5	-	-	-	-	-	-	-	-	-	-
		HR	75%	63,900	1.5	-	-	-	-	-	-	-	-	-	-	-	-
38	85,200	HR	0%	-	-	-	-	-	-	-	-	-	-	-	-	-	-
		HR	100%	85,200	2.0	-	-	-	-	-	-	-	-	-	-	-	-
<b>Town Park</b>	<b>231,400</b>	<b>HB</b>	<b>100.00%</b>	<b>231,400</b>	<b>5.3</b>	<b>NA</b>	<b>52</b>	<b>NA</b>	<b>600</b>	<b>109</b>	<b>36</b>	<b>\$ 219,273</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	<b>28</b>	<b>\$ -</b>
<b>Totals</b>	<b>824,736</b>			<b>18.9</b>													

Future Parking Analysis

## AGENDA ITEM #17



Samantha Staley, Forest Planner  
Grand Mesa-Uncompahgre-Gunnison National Forest  
2250 South Main St  
Delta, Colorado 81416  
[gmugforestplan@fs.fed.us](mailto:gmugforestplan@fs.fed.us)

May 21, 2018

Dear Ms. Staley,

The Ridgway Town Council appreciates the opportunity to comment during the Grand Mesa-Uncompahgre-Gunnison National Forest Plan revision scoping period.

The Town Council supports the Citizens' Wilderness Designation Proposal. We wish specifically to endorse inclusion of the five landscapes located within Ouray County – White House Addition to Mt Sneffels Wilderness, Baldy Mountain and Bear Creek Additions to the Uncompahgre Wilderness, Hayden Mountain, and Abram and Brown Mountains. These areas all possess wilderness values that warrant their ongoing protection and management as wilderness.

Designating these landscapes in the Forest Plan will favorably impact our region's economy, ecosystem integrity and resiliency, watersheds, wildlife corridors and habitats, and recreation opportunities. Furthermore, these landscapes possess spectacular geology, unmatched wildflower displays, and exceptional scenic values. Some of them include cultural and historic features, and all of them are critical wildlife areas – for elk, deer, and bear and some for Canada Lynx.

The Town of Ridgway Town Council requests that the GMUG planning team incorporate the Citizens' Wilderness Designation Proposal in your draft plan and alternatives moving forward in the revision process. Thank you for your consideration of the Ridgway Town Council's comments.

Sincerely,

Jen Coates  
Manager, Town of Ridgway

# Hayden Mountain Recommended Wilderness

**Proposed Wilderness Designation**  
**Uncompahgre National Forest**  
**Ouray Ranger District**

*10,000 acres*



## *General Description*

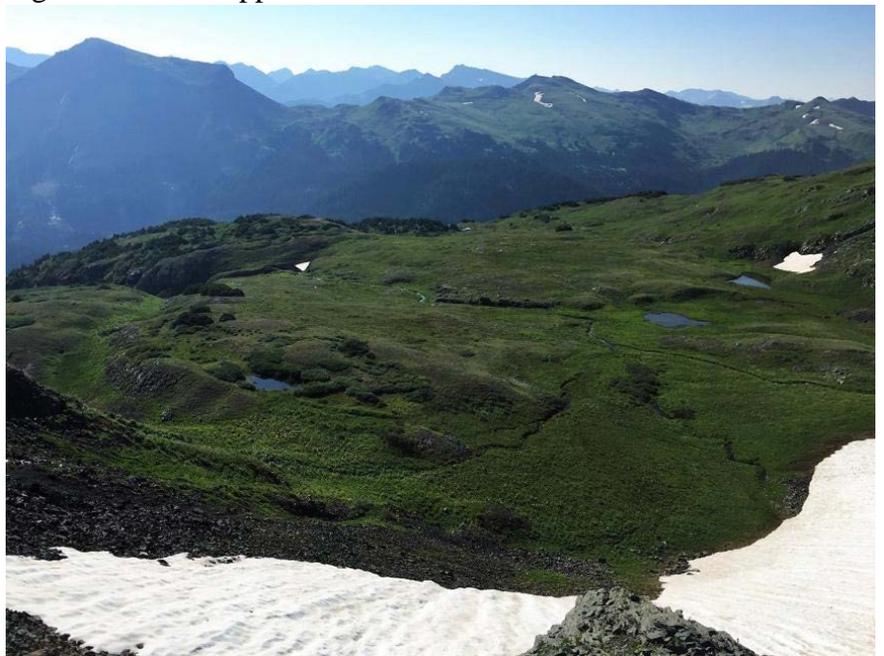
Hayden Mountain provides a breathtaking backdrop to the Million Dollar Highway, also known as the San Juan Skyway scenic byway. Hayden Mountain towers impressively above the west side of Highway 550 from Ouray to the summit of Red Mountain Pass. Hayden Mountain includes high snowcapped summits, quiet alpine basins, and sweeping aspen stands that erupt in riotous fall colors of orange, red and gold starting in September. The area's trails are a favorite destination of both local hikers and the many tourists who visit Ouray.

Hayden Mountain sits squarely between the Uncompahgre Wilderness to the east and the Mount Sneffels Wilderness immediately to the west. It's in the heart of lynx habitat in the northern San Juan Mountains. Wilderness designation would plug a key gap in the system of wilderness areas that otherwise encircle Hayden Mountain on several sides.

Hayden Mountain's roadless character, and associated wilderness values, has never been inventoried by the Forest Service. The area was omitted from the 1970s-era Roadless Area Review and Evaluations as it was within the Uncompahgre Primitive Area at the time, and was also never subsequently inventoried for analysis during the Colorado Roadless Rule process in the early 2000s.

## *Naturalness*

Hayden Mountain is an undeveloped range of seven high points including several 13,000-foot summits amidst one of Colorado's otherwise intensively mined landscapes. It towers above the Camp Bird mine to the west, and the Idarado mine to the south. The area's precipitous slopes precluded any substantial amount of surface disturbance that significantly impairs the area's overall naturalness. Some historic mining activities are apparent in the southern reaches of the area. Several mine dumps and an historic cabin remain at the Senator Beck mine, but the mine is dwarfed by the expansive landscape and beauty surrounding it. An automated weather station operated by the Center for Snow and Avalanche Studies is located in the basin of Senator Beck mine. Other mining relics dot the shoreline of Ptarmigan Lake, including an historic mine shack. A locked gate



precludes motorized use of the historic jeep trail from Imogene Pass down to Ptarmigan Lake. These are similar historic structures to those found in the nearby Weminuche Wilderness in Chicago Basin, or in the Holy Cross Wilderness. The jeep roads to Barstow Mine and Greyhound Mine along with the mine sites are excluded from the proposed wilderness. The jeep road between the mines and adjacent to Spirit Gulch is abandoned and undergoing natural revegetation and thus included within the proposed wilderness.

#### *Outstanding Opportunities for Solitude or Unconfined Primitive Recreation*

Hayden Mountain is classic, high alpine San Juan Mountain wilderness. The area's elevation provides sweeping vistas across rugged peaks and plunging valleys, reinforcing the sense of isolation and separation from civilization. The area is distant from signs of civilization, once away from the jeep trails that denote the boundaries along Black Bear Pass and Imogene Pass. Secluded alpine basins further enhance the area's outstanding opportunities for solitude.

Hayden Mountain is a preferred destination in summer for hikers seeking vast alpine vistas, fields of alpine wildflowers, and snowfields hanging on late into summer. Backcountry skiers and boarders venture into the high basins and steep slopes in winter, and find the last pockets of snowfields late into spring. Several non-mechanized trails offer ready access for hikers, including the Hayden Mountain trail that traverses the northern end of the area. Historic pack trails lead to secluded locations such as Ptarmigan Lake and the alpine basin surrounding the long abandoned Senator Beck mine.

#### *Size and Roadlessness*

Hayden Mountain is 10,000 acres, and excludes open motorized routes that form its boundary, such as the jeep trails over Black Bear Pass and Imogene Pass. The motorized route up Commodore Gulch to the Barstow Mine is also excluded from the proposed wilderness.

#### *Supplemental Values*

Hayden Mountain hosts abundant herds of elk in its high basins and alpine meadows during summer. It provides an important summer concentration area for elk and offers seclusion away from region's busier jeep trails.

About one-half of the Colorado Natural Heritage Program's Mineral Basin Potential Conservation Area is located within the Hayden Mountain area. The PCA's vegetation is a mosaic of rocky alpine tundra and wet alpine meadows with high floral diversity dominated by alpine avens. Late melting snowbanks provide the necessary habitat for San Juan whitlow-grass (*Draba graminea*). Two other drabas are found in small amounts in drier, rocky sites. This PCA is rated by CNHP as possessing B2-Very High Biodiversity Significance. Hayden Mountain also bounds the Ironton Park PCA, identified for its uncommon iron fen and wetlands. This broad park occupies a level area where Red Mountain Creek has spread out into several channels, creating the largest wetland in the Uncompahgre Basin.

#### *Manageability*

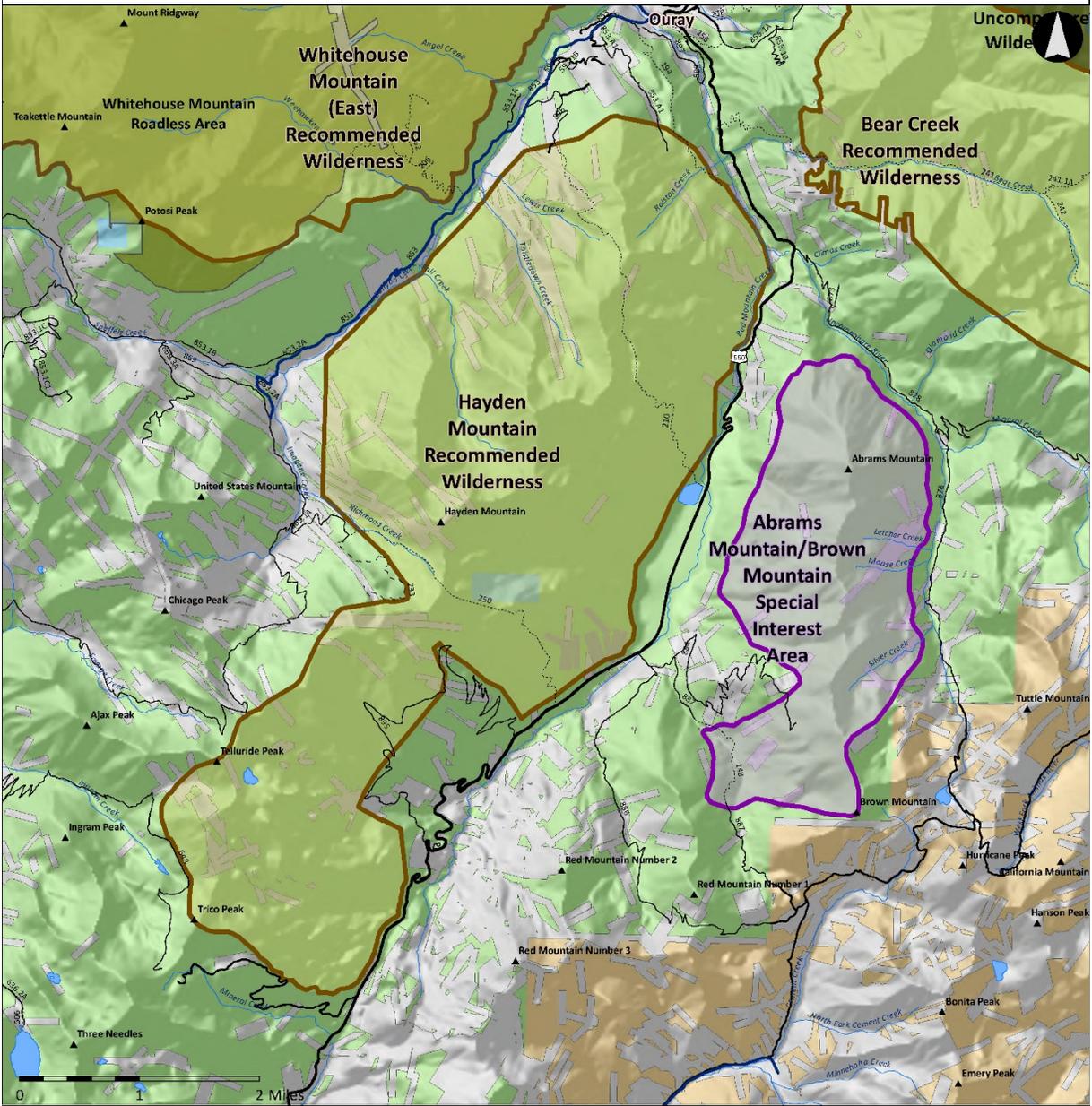
Hayden Mountain is generally well protected from uses incompatible with wilderness by its terrain and topography. The trails are closed to motorized and mechanized uses. The area is generally bounded by Highway 550 to the east, Black Bear Pass jeep trail on the south, Imogene Pass jeep trail on the west, and the Canyon Creek road to the north. The designated motorized routes up to the Barstow Mine and Greyhound Mine are excluded from the proposed wilderness, and form a portion of the eastern boundary. Hayden Mountain's steep topography precludes winter motorized recreation. The area has no oil and gas potential. The Forest Service has acquired numerous patented mining claims from Idarado Mining Company and others, which removes the majority of the most desirable historic mineral veins from future location under the 1872 Mining Law. A number of patented mining claims remain within the area, but these have no historic vehicle access. The Forest Service continues to pursue acquisitions via land exchanges and purchases. Ouray County has strict zoning regulations that limit development on mining claims such as these in the alpine zone above 9,480 feet in elevation.

*Information Resources*

<b>Item</b>	<b>Data Source</b>
<b>Roadlessness</b>	Colorado Roadless Rule at 36 CFR xx
	Forest Service inventory pursuant to FSH 1909.12,chapter 70, section 71
<b>Naturalness; Outstanding Opportunities for Solitude or Unconfined Primitive Recreation</b>	Forest Service inventory pursuant to FSH 1909.12,chapter 70, section 72
	USDA Forest Service, R2, Profiles of Colorado Roadless Areas 2008
	GMUG Roadless Inventory & Evaluation for Potential Wilderness Areas, 2005
<b>Supplemental Values</b>	
Connectivity	SREP Wildlands Network 2003, USDA Forest Service Southern Rockies Lynx Amendment, 2008 Aplet et al, Indicators of Wildness 2000, Belote et al, Identifying Corridors among Large Protected Areas in the United States, 2016
Lynx Potential Habitat	Colorado Parks and Wildlife Species Activity Mapping 2017
Imogene Pass Potential Conservation Area with Very High Biodiversity Significance	Colorado Natural Heritage Program Potential Conservation Areas 2017
Ironton Park Potential Conservation Area with Very High Biodiversity Significance	Colorado Natural Heritage Program Potential Conservation Areas 2017
Mineral Basin Potential Conservation Area with Very High Biodiversity Significance	Colorado Natural Heritage Program Potential Conservation Areas 2017

Ouray Canyons Potential Conservation Area with Very High Biodiversity Significance	Colorado Natural Heritage Program Potential Conservation Areas 2017

# Abrams Mountain/Brown Mountain & Hayden Mountain



**ROCKY MOUNTAIN WILD**

**Data Sources:** BLM, CDOT, COMaP v10, SRCA, USFS, USGS, wilderness.net

**Map Prepared By:**  
Alison Gallensky  
Rocky Mountain Wild  
4/13/2018 18-024 v12

- Legend**
- Major Road
  - CDNST
  - USFS Road
  - Closed USFS Road
  - Trail (snow)
  - Trail (motorized)
  - Trail (non-motorized)

- Recommended Wilderness
- Linkage Area
- Special Interest Area/Other
- Roadless Area (FS)
- Wilderness Study Area (BLM)
- Wilderness

- Land Ownership**
- USFS
  - BLM
  - NPS
  - State
  - Other Public
  - Tribe
  - Private

## Baldy Addition to Uncompahgre Wilderness

**Proposed Wilderness Designation**  
**Uncompahgre National Forest**  
**Ouray Ranger District**

*2,400 acres*



### *General Description*

The Baldy addition to the Uncompahgre Wilderness adds critical wildlife habitat to the existing wilderness and extends the wilderness to lower elevation habitats that are generally not included within designated wilderness on the GMUG. Gambel oak and oak/aspen dominate the lower elevations transitioning to aspen and mixed aspen-conifer (including pine) with spruce-fir at higher elevations and north-facing slopes. Several meadows also exist in the area.

### *Naturalness*

The Baldy roadless area appears generally natural with few obvious imprints of human activity. One metal water basin with a pipe exists at approximately 9,600 feet at the location of a natural spring, but does not detract from the character and is barely visible from the trail.



### *Outstanding Opportunities for Solitude or Unconfined Primitive Recreation*

Although the hike to Baldy Peak is relatively easy and the summit tops out at only 10,603 feet, there are ample opportunities for solitude and a sense of seclusion and tranquility. Given that this roadless area abuts designated wilderness, one experiences the vast wild landscape and expansive views that Baldy Trail affords.

There is no motorized or mechanized use on the trail, and there is no evidence of backcountry campsites or fire rings along this section of the Baldy Trail. Most users hike to the summit as a day trip so established campsites are absent. The area is primarily popular for hiking and hunting during fall big game seasons.

Panoramic scenic vistas are a highlight of this proposed addition and the Baldy Trail. Kelvin Kent, in his book *Ouray Hiking Guide*, writes, "...it offers some of the best views and scenery of any trail..." Views south reach beyond Cutler Creek, the Amphitheater, Mount Abram and Brown Mountain to the Red Mountains and the high San Juans. The Sneffels and Cimarron

Ranges are sighted as one climbs with spectacular views of some of the region’s highest peaks. On a clear day, a hiker is treated to views as distant as the La Sal Mountains in eastern Utah.

*Size and Roadlessness*

Baldy is about 2,400 acres in size, but is contiguous with the adjacent 102,214-acre Uncompahgre Wilderness. There are no roads within the unit.

*Supplemental Values*

The Baldy wilderness addition would contribute to increasing representation of otherwise poorly represented ecosystem types within the existing wilderness preservation system. The wilderness designation adds about 400 acres of Rocky Mountain Gambel Oak-Mixed Montane Shrubland, an ecosystem type with less than five percent representation in existing wilderness at the forest and federal level, and also about 750 acres of Rocky Mountain Aspen Forest and Woodland, which is represented at less than 20 percent at the forest level.

Baldy provides significant wildlife habitat, particularly as bighorn sheep summer and winter range, a winter concentration area for both elk and mule deer, severe winter range for elk, and an elk production area.

*Manageability*

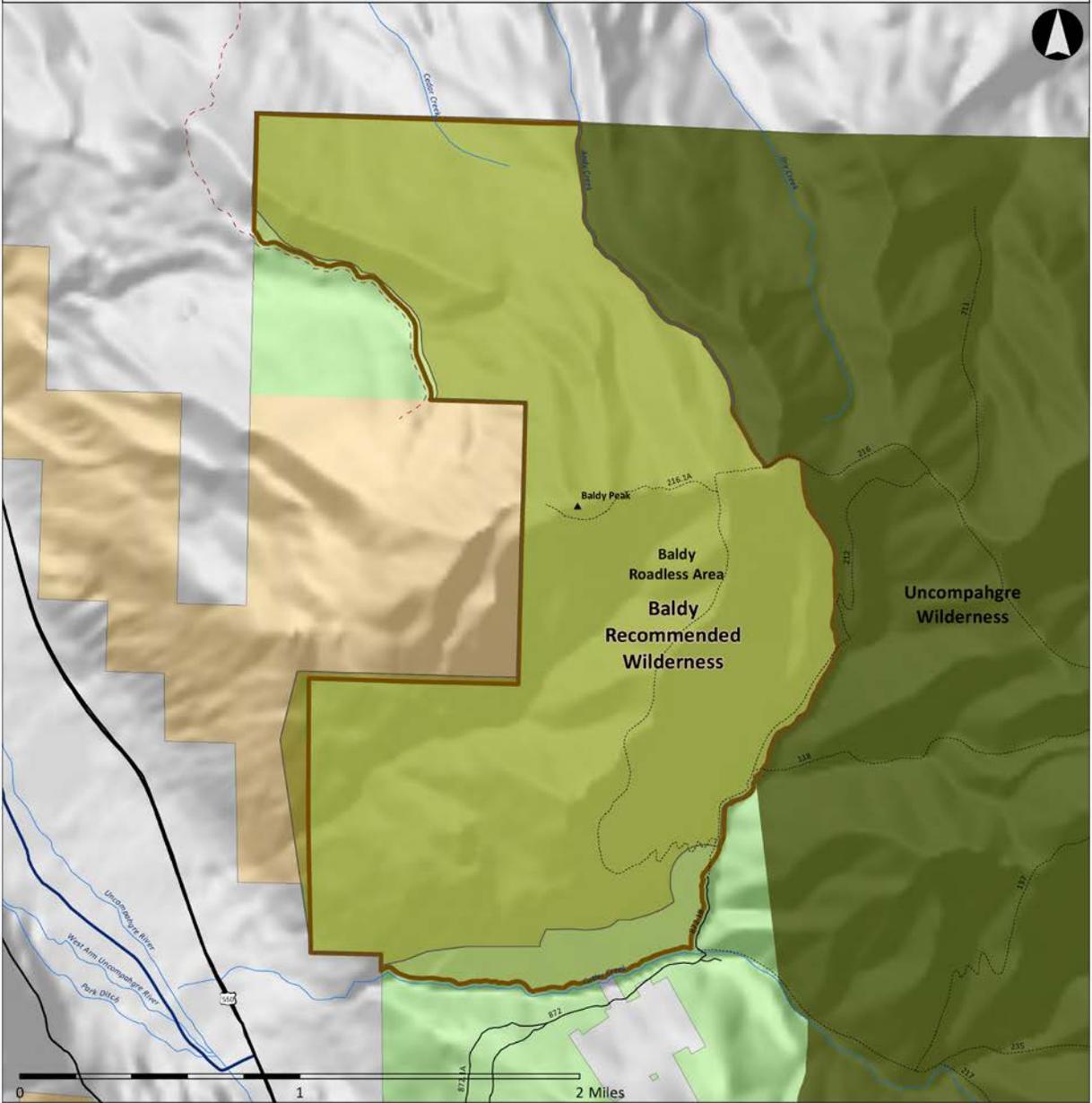
The boundaries of the proposed Baldy addition allow ample buffer from motorized roads and signage is already in place, limiting the trail to hikers and horses. It is bounded by BLM lands generally on the west, and private lands to the north, and is adjacent to the existing wilderness to the east. There is low oil and gas potential.

*Information Resources*

<b>Item</b>	<b>Data Source</b>
<b>Roadlessness</b>	Colorado Roadless Rule at 36 CFR xx
	Forest Service inventory pursuant to FSH 1909.12,chapter 70, section 71
<b>Naturalness; Outstanding Opportunities for Solitude or Unconfined Primitive Recreation</b>	Forest Service inventory pursuant to FSH 1909.12,chapter 70, section 72
	USDA Forest Service, R2, Profiles of Colorado Roadless Areas 2008
	GMUG Roadless Inventory & Evaluation for Potential Wilderness Areas, 2005
<b>Supplemental Values</b>	
Bighorn Sheep Winter Concentration Area	Colorado Parks and Wildlife Species Activity Mapping 2017

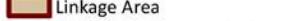
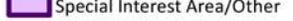
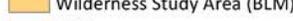
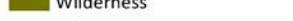
Elk Production Area	Colorado Parks and Wildlife Species Activity Mapping 2017
Elk Severe Winter Range	Colorado Parks and Wildlife Species Activity Mapping 2017
Elk Winter Concentration Area	Colorado Parks and Wildlife Species Activity Mapping 2017
Gunnison Sage-grouse Historic Habitat	Colorado Parks and Wildlife Species Activity Mapping 2017
Lynx Potential Habitat	Colorado Parks and Wildlife Species Activity Mapping 2017
Mule Deer Winter Concentration Area	Colorado Parks and Wildlife Species Activity Mapping 2017
Ecosystem Representation	TWS Ecosystem Representation 2016

# Baldy




  
**ROCKY MOUNTAIN WILD**  
**Data Sources:** BLM, CDOT, COMaP v10, SRCA, USFS, USGS, wilderness.net  
**Map Prepared By:**  
 Alison Gallensky  
 Rocky Mountain Wild  
 4/13/2018 18-024 v12

- Legend**
-  Major Road
  -  CDNST
  -  USFS Road
  -  Closed USFS Road
  -  Trail (snow)
  -  Trail (motorized)
  -  Trail (non-motorized)

-  Recommended Wilderness
-  Linkage Area
-  Special Interest Area/Other
-  Roadless Area (FS)
-  Wilderness Study Area (BLM)
-  Wilderness

- Land Ownership**
-  USFS
  -  BLM
  -  NPS
  -  State
  -  Other Public
  -  Tribe
  -  Private

## Bear Creek Addition to Uncompahgre Wilderness

**Proposed Wilderness Designation**  
**Uncompahgre National Forest**  
**Ouray Ranger District**

*6,000 acres*



### *General Description*

The Bear Creek addition to the Uncompahgre Wilderness brings the wilderness boundary closer to Highway 550 – the Million Dollar Highway -- incorporating the entirety of the Bear Creek watershed, from the highway to the alpine tundra atop Engineer Pass. It includes seven miles of the Bear Creek National Recreation Trail, so designated owing to its extraordinary scenery and the uncommon nature of its construction – literally dynamited out of the cliff along the lower reaches of Bear Creek.

The wilderness addition extends north to include the entirety of the Bridge of Heaven and the Horsethief Trail along Cascade Mountain, a hiking route with incomparable views and dramatic drop-offs.

Land acquisitions have consolidated federal ownership along Bear Creek, with the majority of remaining patented claims on the most precipitous cliffs at the lower end of the creek, near the highway. The rugged nature of Bear Creek precludes constructed road access to these inholdings, making conflicts with future wilderness management unlikely.

Bear Creek is a superlative wilderness candidate and adds seven miles of roadless valley to the wilderness. The trail is for hikers only owing to the long, horizontal shelves blasted out of the cliff faces and the sheer drop-offs to the creek below. Two historic mining camps add historical flavor and interest to the adventure. A myriad of waterfalls from trickles to thundering cascades enhances both the scenery and the auditory appeal of the wilderness.

### *Naturalness*

The Bear Creek trail was originally developed by miners starting in the 1870s, and remnants of historic activities occur at several locations. These dilapidated cabins and rusting mining equipment add historic value and do not detract from the larger undeveloped character of the valley. The historic mining relics are similar in scale to those frequently encountered in other wilderness locations,



including Chicago Basin in the Weminuche and Silver Jack Mine in the Uncompahgre.

The Bridge of Heaven and Horsethief Trail addition is in superlative natural condition. It includes the steep slopes above various historic mines, such as the Portland Mine and the Chief Ouray Mine, all of which are excluded from the wilderness addition.

#### *Outstanding Opportunities for Solitude or Unconfined Primitive Recreation*

The Bear Creek valley and trail offer outstanding opportunities for solitude. The trail rapidly gains elevation from Highway 550, creating a substantial elevation separation from the highway. Once the trail wraps around into the entrance of the valley, the steep walls close in and create a sensation of complete isolation. The Horsethief Trail offers outstanding opportunities for solitude, seclusion and tranquility.

The Bear Creek National Recreation Trail was designated in recognition of its unique and spectacular nature. The trail was established initially by miners in the late 1800s, and required blasting a ledge into cliff faces to skirt the most precipitous canyon segments. This creates a remarkable and scenic experience unlike any other in southwest Colorado. The trail and surroundings offer outstanding opportunities for unconfined primitive recreation. The Horsethief Trail leads to Bridge of Heaven, one of the classic hikes in the Ouray area that leads to phenomenal views high above treeline.

#### *Size and Roadlessness*

Bear Creek is about 6,000 acres in size, but is contiguous with the adjacent 102,214-acre Uncompahgre Wilderness. There are no roads within the unit.

#### *Supplemental Values*

Relics of hardrock mining provide historic interest. The Grizzly Bear Mine and Yellow Jacket Mine were established in the late 1800s, with both ceasing operation by 1915. The ruins of several cabins, a tunnel, and mining equipment mark the location of the Grizzly Bear Mine. The Yellow Jacket mining camp is better preserved, with an intact bunk house and assorted mining equipment. Both sites make for intriguing trip destinations.

Bear Creek provides significant wildlife habitat, particularly as bighorn sheep summer and winter range, and as a bighorn sheep production area. The area is also a winter concentration area for elk.

#### *Manageability*

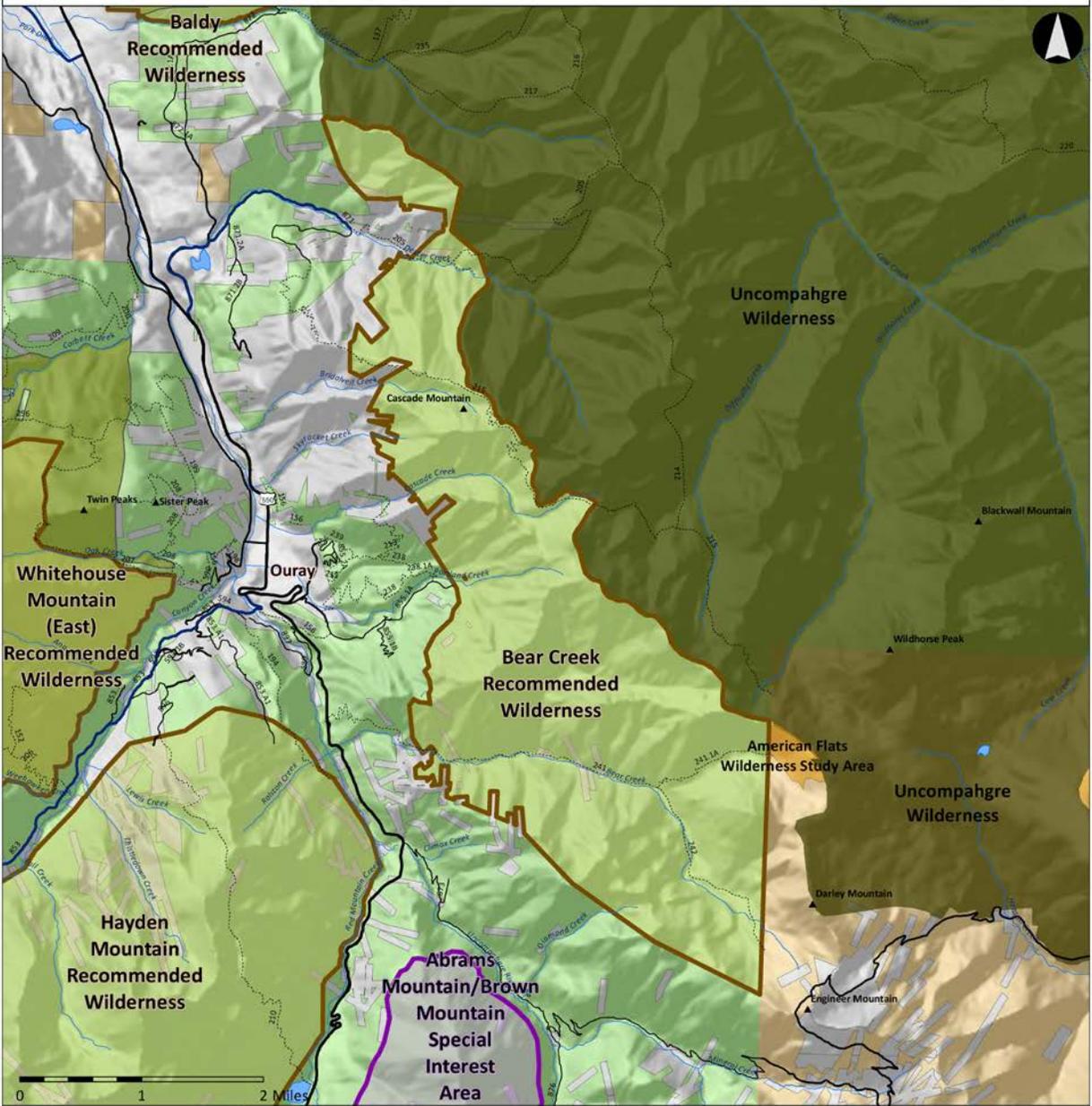
Bear Creek's rugged lower end precludes the possibility of motorized access from Highway 550 to the patented mining claims that dot the valley's cliffs. There is no vehicle access from the top, from Engineer Pass. For safety reasons, the trail is limited to hikers only. There is no oil and gas potential, and apparently limited potential for hardrock minerals since the last production ceased in the early 1900s.

The Horsethief Trail portion is steep, which precludes unauthorized motorized incursions. The boundary excludes all of the developed and patented mining claims in the lower portions below the wilderness boundary in Cascade Creek, Bridalveil Creek, and Dexter Creek.

*Information Resources*

<b>Item</b>	<b>Data Source</b>
<b>Roadlessness</b>	Colorado Roadless Rule at 36 CFR xx
	Forest Service inventory pursuant to FSH 1909.12,chapter 70, section 71
<b>Naturalness; Outstanding Opportunities for Solitude or Unconfined Primitive Recreation</b>	Forest Service inventory pursuant to FSH 1909.12,chapter 70, section 72
	USDA Forest Service, R2, Profiles of Colorado Roadless Areas 2008
	GMUG Roadless Inventory & Evaluation for Potential Wilderness Areas, 2005
<b>Supplemental Values</b>	
Connectivity	SREP Wildlands Network 2003, USDA Forest Service Southern Rockies Lynx Amendment, 2008 Aplet et al, Indicators of Wildness 2000, Belote et al, Identifying Corridors among Large Protected Areas in the United States, 2016
Bighorn Sheep Production Area	Colorado Parks and Wildlife Species Activity Mapping 2017
Elk Winter Concentration Area	Colorado Parks and Wildlife Species Activity Mapping 2017
Lynx Potential Habitat	Colorado Parks and Wildlife Species Activity Mapping 2017
Dexter Creek Potential Conservation Area with Moderate Biodiversity Significance	Colorado Natural Heritage Program Potential Conservation Areas 2017
Historic	David Day, Colorado's Incredible Backcountry Trails, 2009

# Bear Creek



**ROCKY MOUNTAIN WILD**

Data Sources: BLM, CDOT, COMaP v10, SRCA, USFS, USGS, wilderness.net

Map Prepared By:  
Alison Gallensky  
Rocky Mountain Wild  
4/13/2018 18-024 v12

- Legend**
- Major Road
  - CDNST
  - USFS Road
  - Closed USFS Road
  - Trail (snow)
  - Trail (motorized)
  - Trail (non-motorized)

- Recommended Wilderness
- Linkage Area
- Special Interest Area/Other
- Roadless Area (FS)
- Wilderness Study Area (BLM)
- Wilderness

- Land Ownership**
- USFS
  - BLM
  - NPS
  - State
  - Other Public
  - Tribe
  - Private

## Abrams Mountain Scenic Special Interest Area

**Proposed Designated Area**  
**Uncompahgre National Forest**  
**Ouray Ranger District**

**3,000 acres**



### *General Description*

At 12,801 feet, Abrams Mountain (aka Mount Abrams), is an iconic peak that rises steeply and directly above the city of Ouray and can be viewed for many miles while driving from Montrose toward Ouray. It is the centerpiece landscape feature for the City of Ouray and surrounding area. Gray Copper Falls and several other falls are outstanding scenic features just west of Brown Mountain. There are several historic mines on the slopes of Abrams Mountain and Brown Mountain. Elk, deer and bighorn sheep use the area. The area is not identified as a Colorado Roadless Area.

### *Scenic Values*

Mount Abrams dominates the San Juan Skyway Scenic Byway for most of its length from Red Mountain Pass across Ironton Park. Its lush green slopes provide a spectacular backdrop to Ouray during the summer, and it is equally beautiful in the winter. From the summit, there are spectacular views to the south of the Red Mountains (1,2,3) and across the valley to Hayden Mountain.

Abrams Mountain is part of the long four-mile Brown Mountain ridge, which rises up and down several summits to a high point of 13,339 feet that is the official summit of Brown Mountain. Also known as Duco Mountain, it is identified by a benchmark on the summit. The spectacular Gray Copper Falls and trail is directly west of the Brown Mountain summit. The upper end of the Gray Copper Falls trail intersects with a popular jeep trail spur off the Corkscrew Pass road near the Vernon mine, but the Gray Copper Falls Trail offers visitors a beautiful hike to see the falls. The ridge and summit areas along Brown Mountain see very little use except for hikers who wish to traverse the ridge via a climber trail of sorts.

Gray Copper Falls is a primary destination and scenic feature of the area. The falls is a thundering cascade during spring snowmelt,



plunging off the cliff edge and creating a perfect frothing arc of water.

Several interpretive visitor overlooks are located along Highway 550 and feature vistas and information about the San Juan Skyway and its historic and scenic resources. These are located along the western fringes of the proposed Mount Abrams Scenic Special Interest Area.

### *Botanical Values*

The Ironton Park Potential Conservation Area identified by Colorado Natural Heritage Program is partially contained within the proposed scenic area. The Ironton Park PCA is a B2-Very High Biodiversity Significance site identified for its uncommon iron fen and wetlands. This broad park occupies a level area where Red Mountain Creek has spread out into several channels, creating the largest wetland in the Uncompahgre Basin. The lower slopes of Mount Abrams overlap with the PCA boundary.

### *Boundary, Size, and Access*

The Mount Abrams Scenic Special Interest Area is 3,000 acres and is well-defined by jeep trails in the surrounding valley bottoms and by Highway 550. The Engineer Pass jeep road defines the northern boundary along Mineral Creek, and the rough jeep trail in Poughkeepsie Gulch defines the east boundary. To the west, US Highway 550 traverses through the Ironton area below Red Mountain Pass. The southern end is generally defined by the BLM/Forest Service boundary.

The Brown Mountain jeep road (884) provides rough access on the west side to near treeline where it dead ends near the Lost Day Mine. This proposal omits the Brown Mountain jeep road, but consideration could be made to close the very rough road lower down. The Albany Gulch trail loop located above Ironton could be included to the extent possible given its proximity to Highway 550.

### *Proposed Management*

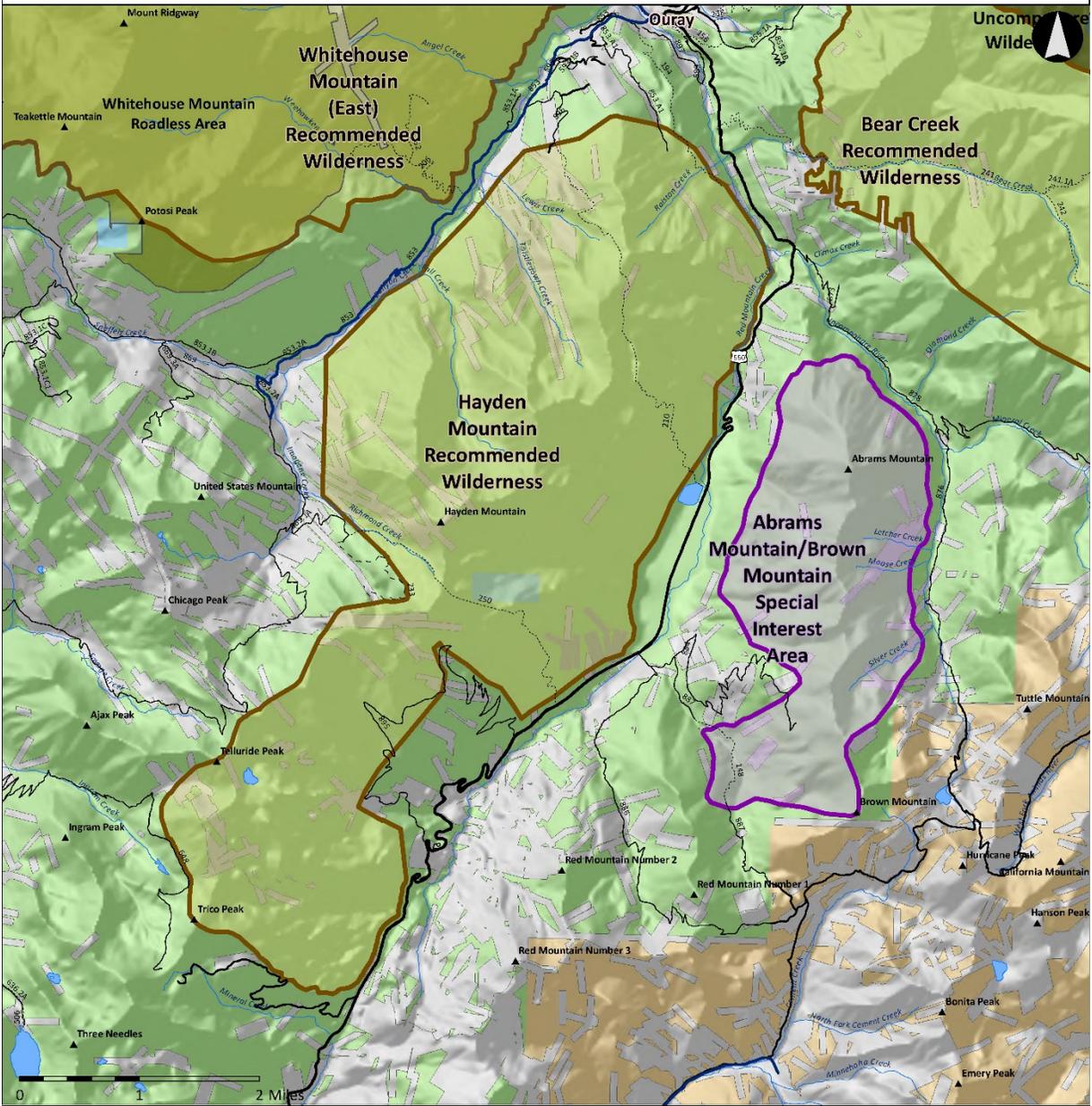
Specific management direction is proposed to ensure protection of scenic values as follows:

- The Mount Abrams Scenic Special Interest Area should be proposed to be withdrawn from mineral entry. It should also be found unsuitable for oil and gas leasing, and made discretionary no-lease.
- Management direction must include prohibition on road construction and limitations on tree removal consistent with management prescribed by the Colorado Roadless Rule, 36 CFR Part 294.43(b), 294.42(b).
- Motorized recreation is prohibited within the area. Best management practices are in place on all access routes and monitored regularly to ensure effectiveness.
- Recreational trail improvements are prioritized for the trail to Gray Copper Falls to bring it up to a sustainable trail standard.

*Information Resources*

<b>Item</b>	<b>Data Source</b>
<b>Roadlessness</b>	Colorado Roadless Rule at 36 CFR xx
	Forest Service inventory pursuant to FSH 1909.12,chapter 70, section 71
<b>San Juan Skyway</b>	San Juan Skyway Corridor Management Plan Progress Report, CDOT 2014
<b>Supplemental Values</b>	
Lynx Potential Habitat	Colorado Parks and Wildlife Species Activity Mapping 2017

# Abrams Mountain/Brown Mountain & Hayden Mountain



**ROCKY MOUNTAIN WILD**
  
**Data Sources:** BLM, CDOT, COMaP v10, SRCA, USFS, USGS, wilderness.net
   
**Map Prepared By:** Alison Gallensky
   
 Rocky Mountain Wild
   
 4/13/2018 18-024 v12

- Legend**
- Major Road
  - CDNST
  - USFS Road
  - Closed USFS Road
  - Trail (snow)
  - Trail (motorized)
  - Trail (non-motorized)

- Recommended Wilderness
- Linkage Area
- Special Interest Area/Other
- Roadless Area (FS)
- Wilderness Study Area (BLM)
- Wilderness

- Land Ownership**
- USFS
  - BLM
  - NPS
  - State
  - Other Public
  - Tribe
  - Private

## Whitehouse Mountain Addition to Mount Sneffels Wilderness

**Proposed Wilderness Designation  
Uncompahgre National Forest  
Ouray Ranger District**

*12,760 acres total  
(Whitehouse Mountain  
East – 12,000 acres;  
Whitehouse Mountain  
West – 760 acres)*



---

### *General Description*

The Whitehouse Mountain addition to Mount Sneffels Wilderness completes the Mount Sneffels Wilderness and one of the most recognizable mountain scenes in Colorado. Countless scenic calendars include the blazing fall colors of the Sneffels Range as viewed from Dallas Divide. The addition would extend the wilderness boundary east from its current location atop the summit of Mount Sneffels to incorporate the remainder of the Sneffels Range.

In addition to incorporating some of the most dramatic, classic and heavily photographed mountain scenery in the San Juans, Whitehouse Mountain includes well-known mountaineering summits like Potosi Peak and Teakettle Mountain, as well as the popular Weehawken Trail near Ouray. The wilderness addition is bounded on the south by the Camp Bird Mine Road, which leads to Yankee Boy Basin and other four-wheel-drive routes heavily used during summer.



### *Naturalness*

The precipitous slopes of Whitehouse Mountain are stereotypical rock and ice wilderness. The steep and rugged nature of the area, combined with an absence of precious metal deposits, precluded road construction and left the area in a natural, undisturbed condition.

### *Outstanding Opportunities for Solitude or Unconfined Primitive Recreation*

The Whitehouse Mountain addition towers thousands of feet above Yankee Boy Basin and Camp Bird. The great elevational differential creates an outstanding sense of solitude, and most locations within the wilderness addition offer unrestricted vistas across much of southwest

Colorado. The peaks are much less visited than the popular namesake of the wilderness, Mount Sneffels, and lightly used trails like that in Blaine Basin offer solitary excursions through alpine flower fields.

The rugged peaks of the Sneffels Range provide challenging mountaineering summits, particularly Potosi Peak and Teakettle Mountain. Other outstanding opportunities for primitive recreation include hiking the Weehawken Trail for views of waterfalls, alpine meadows, and wildflowers. Elk favor the high basins as summer concentration areas, and early season hunters seeking adventurous backcountry hunting can find abundant herds in these remote hideouts. Bighorn sheep favor the area in summer and move across it to access winter range near Ouray.

*Size and Roadlessness*

Whitehouse Mountain is 12,760 acres, and is contiguous with the existing 16,485-acre Mount Sneffels Wilderness. The proposed wilderness addition contains no roads.

*Supplemental Values*

Whitehouse Mountain encompasses a portion of two adjacent Potential Conservation Areas identified by the Colorado Natural Heritage Program. The Yankee Boy Basin/Blue Lakes Pass PCA was identified for its occurrence of Colorado Divide whitlow-grass (*Draba streptobrachia*). The East Fork Dallas Creek PCA was designated for its occurrence of a beaked sedge (*Carex utriculata*) wet meadow and a globally vulnerable lower montane willow carr (*Salix drummondiana/Calamagrostis Canadensis*). Both sites are rated as B4-Moderate Biodiversity Significance.

*Manageability*

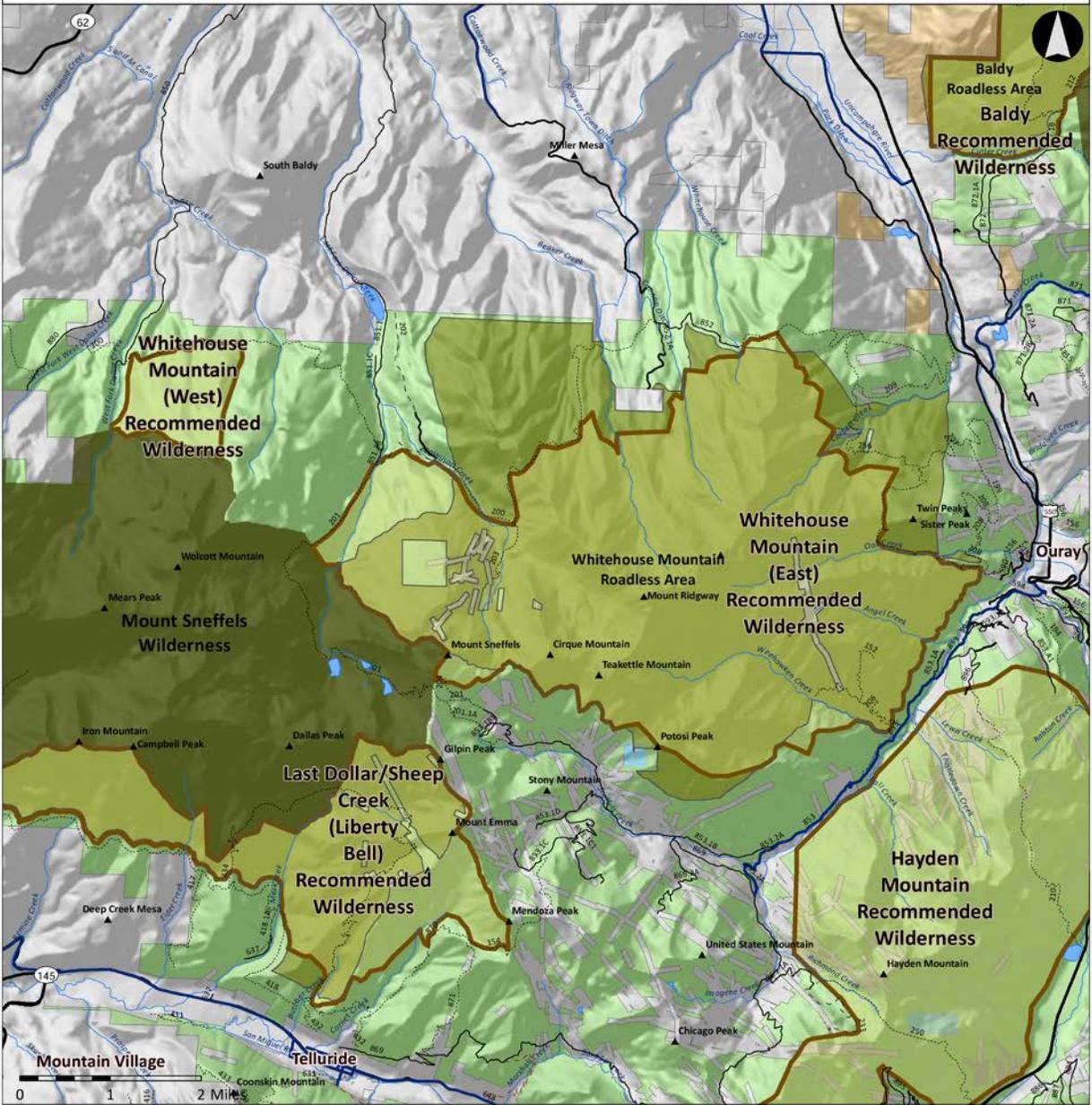
Whitehouse Mountain is well protected against incompatible uses by its precipitous topography. With a wilderness boundary drawn along the Dallas Trail, a winter ski hut and mechanized use are excluded from the proposed wilderness. Remaining trails within the area are non-mechanized. The area has low potential for oil and gas, and hardrock mineral exploration over the past century failed to discover any economically valuable deposits. The area includes a collection of patented mining claims in Blaine Basin, all of which are held by the same ownership. These are generally inaccessible and do not pose a serious impediment to wilderness management. The 2007 draft Forest Plan recommended Whitehouse Mountain for wilderness.

*Information Resources*

Item	Data Source
<b>Roadlessness</b>	Colorado Roadless Rule at 36 CFR xx
	Forest Service inventory pursuant to FSH 1909.12,chapter 70, section 71
<b>Naturalness; Outstanding Opportunities for Solitude or Unconfined Primitive</b>	Forest Service inventory pursuant to FSH 1909.12,chapter 70, section 72

<b>Recreation</b>	
	USDA Forest Service, R2, Profiles of Colorado Roadless Areas 2008
	GMUG Roadless Inventory & Evaluation for Potential Wilderness Areas, 2005
<b>Supplemental Values</b>	
Bighorn Sheep Production Area	Colorado Parks and Wildlife Species Activity Mapping 2017
Elk Production Area	Colorado Parks and Wildlife Species Activity Mapping 2017
Lynx Potential Habitat	Colorado Parks and Wildlife Species Activity Mapping 2017
Canyon Creek at Ouray Potential Conservation Area with High Biodiversity Significance	Colorado Natural Heritage Program Potential Conservation Areas 2017
Yankee Boy Basin/Blue Lakes Pass Potential Conservation Area with High Biodiversity Significance	Colorado Natural Heritage Program Potential Conservation Areas 2017
West Dallas Creek Potential Conservation Area with High Biodiversity Significance	Colorado Natural Heritage Program Potential Conservation Areas 2017
East Fork Dallas Creek Potential Conservation Area with Moderate Biodiversity Significance	Colorado Natural Heritage Program Potential Conservation Areas 2017

# Whitehouse Mountain addition to Mount Sneffels Wilderness



**ROCKY MOUNTAIN WILD**  
 Data Sources: BLM, CDOT, COMaP v10, SRCA, USFS, USGS, wilderness.net  
 Map Prepared By:  
 Alison Gallensky  
 Rocky Mountain Wild  
 4/13/2018 18-024 v12

**Legend**  
 Major Road  
 CDNST  
 USFS Road  
 Closed USFS Road  
 Trail (snow)  
 Trail (motorized)  
 Trail (non-motorized)

Recommended Wilderness  
 Linkage Area  
 Special Interest Area/Other  
 Roadless Area (FS)  
 Wilderness Study Area (BLM)  
 Wilderness

**Land Ownership**  
 USFS  
 BLM  
 NPS  
 State  
 Other Public  
 Tribe  
 Private

## AGENDA ITEM #18

**From:** Jon Waschbusch  
**To:** ["Keith Caddy"](#)  
**Subject:** Support for Montrose Regional Airport  
**Date:** Wednesday, May 16, 2018 4:03:22 PM  
**Attachments:** [MTJ Funding Letter for Supporters May 2018.docx](#)

---

Friends and Neighbors:

You are receiving this email because you represent a community that is served by the Montrose Regional Airport ("MTJ"). As many of you have noticed, passenger volumes at this airport have exploded over the past several years. MTJ now has direct service to twelve cities including; Salt Lake City, San Francisco, Los Angeles, Phoenix, Denver, Dallas, Houston, Chicago, Atlanta, Charlotte, Newark, New York. This is an extraordinary level of service for a community of our size. As a result, we have seen a 44.84% increase in total passenger volume from 2013-2017. In order to keep pace with this growth, the facility will require capital upgrades. We are reaching out to our Congressional Representatives with the hope of receiving federal funding towards the required capital improvements.

Our request of each of you is to consider a letter of support for this effort from your respective organizations. MTJ is a regional economic driver that makes the success of all of our communities possible. Your support of this request would be greatly appreciated. For your convenience, a draft letter of support is attached. If you are willing to provide a letter of support, please sign and return to [jwaschbusch@montrosecounty.net](mailto:jwaschbusch@montrosecounty.net) Please feel free to forward this email to any other organization that you feel would be interested in supporting these much needed improvements at MTJ. Thank you for your consideration.

Sincerely,

Keith Caddy – Chairman  
Montrose County Board of County Commissioners

Sent by Jon Waschbusch, Government Affairs Director

## Jennifer Coates

---

**Subject:** FW: Support for Montrose Regional Airport  
**Attachments:** MTJ -HYBRID TERMINAL PHASING PAL 1-2-3 flat 2 0.pdf

---

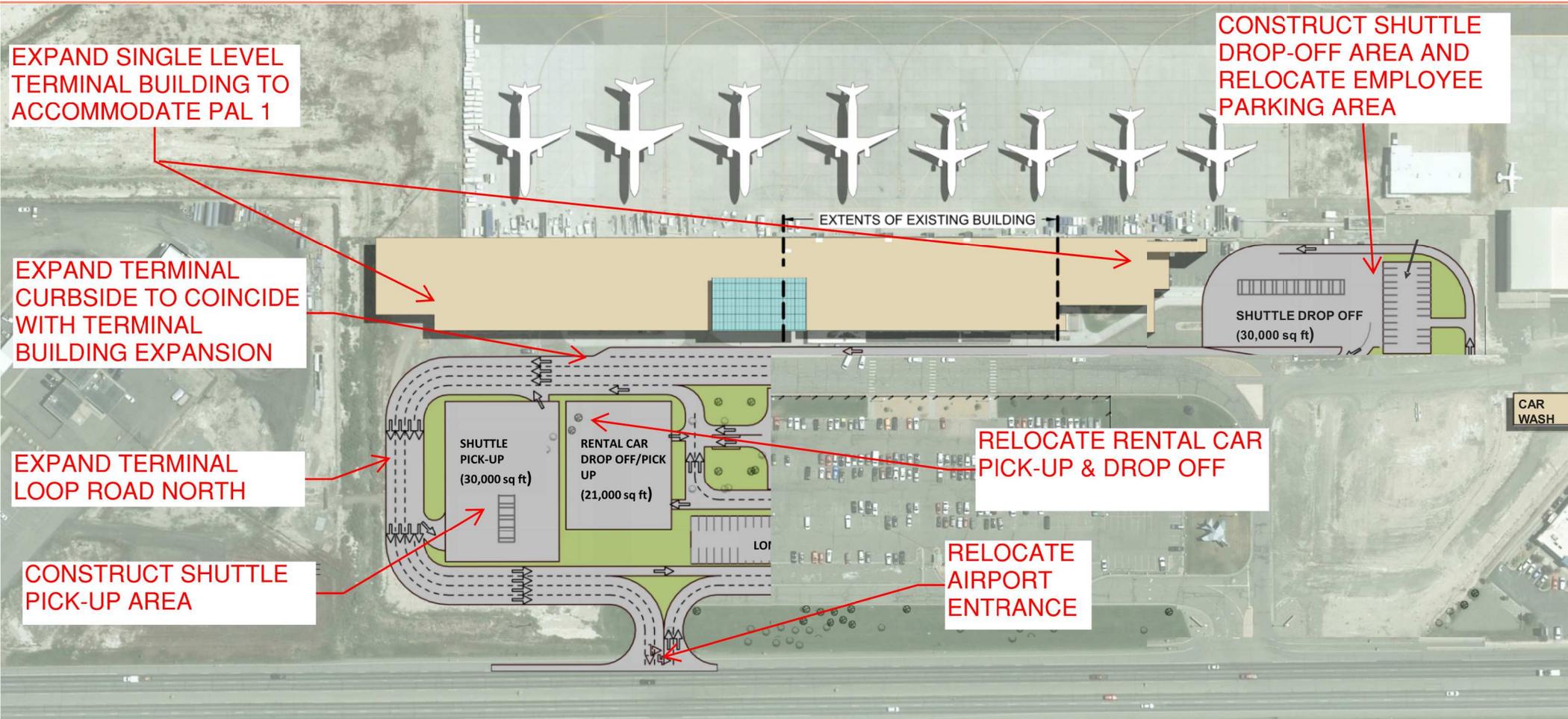
**From:** Jon Waschbusch <jwaschbusch@montrosecounty.net>  
**Sent:** Thursday, May 17, 2018 1:35 PM  
**To:** Jennifer Coates <jcoates@town.ridgway.co.us>  
**Subject:** Re: Support for Montrose Regional Airport

I've attached a general schematic showing phased improvements. This is a long term plan. The notable items from the first round would be terminal expansion and relocation and potential signalization of the entrance on Highway 50. Making a left out of the airport at preset can be challenging. There are also some shuttle and rental car improvements. If you or your council members have been in the terminal on ski season weekends, you're already familiar with the crowding.

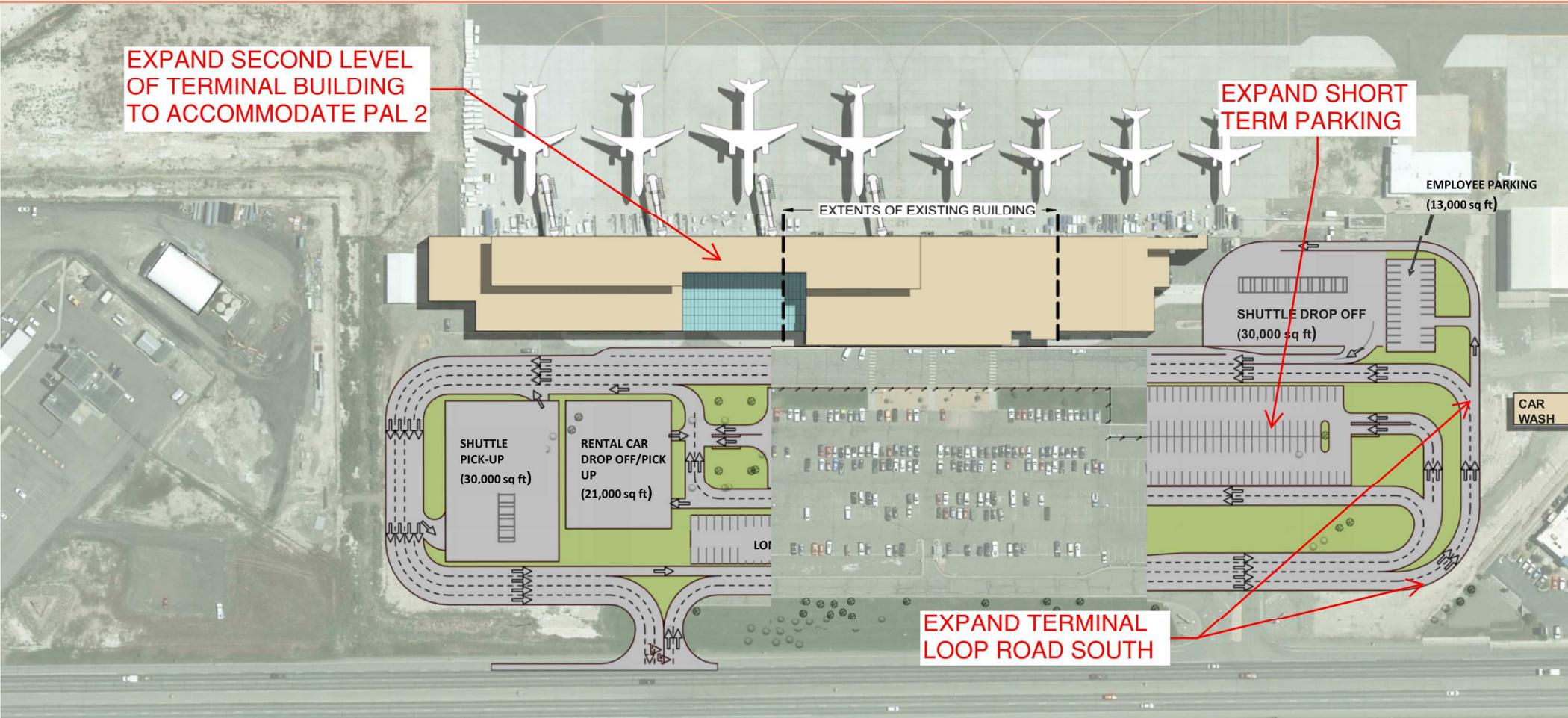
Does this help?

Jon

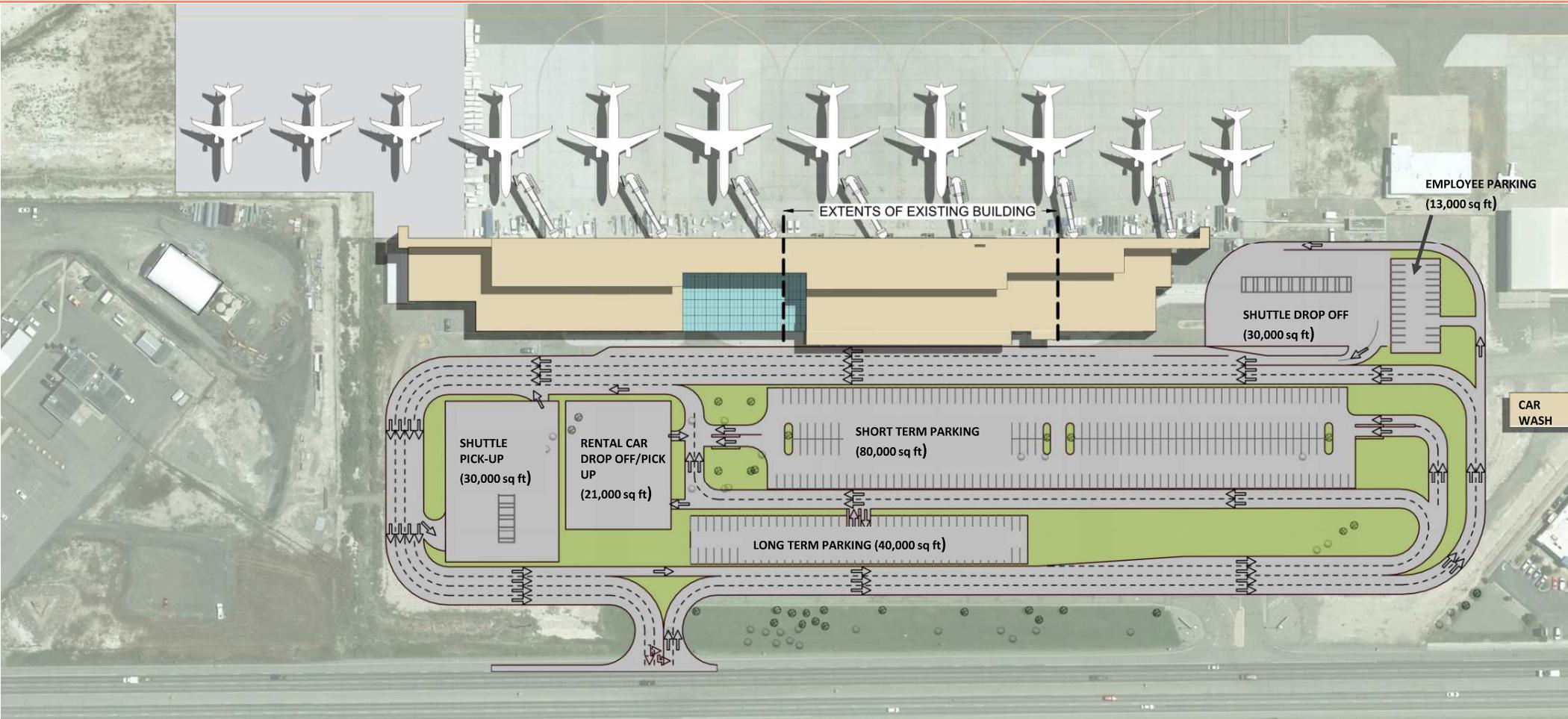
# COMMERCIAL TERMINAL – SINGLE LEVEL – PAL 1



# COMMERCIAL TERMINAL – TWO LEVEL – PAL 2



# COMMERCIAL TERMINAL – TWO LEVEL – PAL 3



**SAME AS PREVIOUSLY PRESENTED TWO LEVEL  
PAL 3 TERMINAL BUILDING AND LANDSIDE**

Organization  
Letterhead

Date

Congressman Scott Tipton  
225 N. 5th St., Suite 702  
Grand Junction, CO. 81501

Dear Congressman Tipton:

We are writing today to express our earnest support for the continued expansion of Montrose Regional Airport (“MTJ”). The service provided by MTJ is critically important to the (place name) community. As the hub airport for Western Colorado, MTJ serves as an essential economic building block for our community. This facility provides access to the international visitation upon which our tourism sector is reliant. The airport also allows for attraction of businesses to the western slope by providing reliable, direct air service to the area. This is an increasingly important trend as it makes the region a viable option for companies with frequent travel needs.

The region served by MTJ continues to grow at a rapid pace. This growth is illustrated by the State Bureau of Aeronautics identifying MTJ as the fastest growing airport in the Colorado (44.84% total passenger increase from 2013-2017). In order to continue to meet the air travel needs of visitors and residents, it is necessary to expand the facilities at MTJ. As the gateway into the region, the experience that travelers have at MTJ is often their first impression of Western Colorado. The economic future of the region is reliant upon quality service at MTJ being maintained concurrent with drastically increased passenger volume.

MTJ already provides direct service to 12 hub locations throughout the United States including: Salt Lake City, San Francisco, Los Angeles, Phoenix, Denver, Dallas, Houston, Chicago, Atlanta, Charlotte, Newark, New York. The investment that airlines have made in routing to MTJ demonstrates not only the current activity in the region, but also the continued demand for service into the future. Multiple public and private entities in the MTJ region collaborated to produce a quality video demonstrating the economic importance of the airport and the need for expansion. We strongly encourage you to view this video at **[montroseairport.com/video](http://montroseairport.com/video)**

Montrose County has been proactive in recognizing and addressing future needs of this airport. The FAA recently approved an Airport Master Plan which substantiates the need for expansion and provides clear direction on how to proceed. In order to continue to provide the necessary level of air service to Western Colorado, MTJ requires major capital upgrades. We are writing to ask your assistance in securing federal funding to be used towards these much needed improvements at MTJ. The future of our community and region is reliant upon the success of this facility.

Respectfully,

Name of Signatory

CC: Senator Cory Gardner, Senator Michael Bennett, Governor John Hickenlooper

## AGENDA ITEM #19

**From:** Hannah Hollenbeck  
**To:** [Connie Hunt](#); [Jennifer Coates](#); [Katie Sickles](#)  
**Cc:** [Don Batchelder](#); [Bette Maurer](#); [Robb Austin](#); "Shirley Diaz"; [Andrea Sokolowski](#); [Hannah Hollenbeck](#)  
**Subject:** OCHAC Joint Member Opening  
**Date:** Sunday, June 10, 2018 5:48:29 PM

---

Connie, Jen and Katie:

As you may be aware, the recent passing of Chris Pike has left the Ouray County Housing Advisory Committee ("OCHAC") without a member-at large. This is a critical time for the OCHAC as they are working to finalize the Five-Year Strategic Plan, which the Committee hopes to present to Council Members and Commissioners in the next few months.

Per the Intergovernmental Agreement ("IGA") between the City, Town and County, the two joint members, of which Mr. Pike was one, "*...shall be appointed by the members appointed by the Ouray, Ridgway and Ouray County. The appointment of Joint members shall be limited exclusively to persons nominated by Ouray, Ridgway, or Ouray County after a request by the Authority to all three governments for nominations.*" During the June 6, 2018 OCHAC meeting, the Committee agreed to nominate Andrea Sokolowski, County resident and Town of Ridgway property owner, to fill Mr. Pike's unexpired term. Sokolowski has attended nearly all OCHAC meetings in 2018 and is very engaged in housing topics in the region. OCHAC respectfully requests that the Town, City and County agree to her appointment, for a term to expire in January 2019. Please let me know if you have any questions or concerns.

Thank you,  
Hannah Hollenbeck

-----  
Hannah Hollenbeck  
Deputy Clerk of the Board  
Ouray County

P.O. Box C  
Ouray, CO 81427  
(970) 325-7320 x32  
-----

## AGENDA ITEM #20

**NOTICE OF  
PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Ridgway Town Council will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Wednesday, June 13<sup>th</sup>, 2018 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

**Application for:** Plat Amendment

**Location:** Parkside Subdivision, all lots

**Address:** 755, 760, 765 and multiple TBD N Laura, multiple TBD Marion Overlook

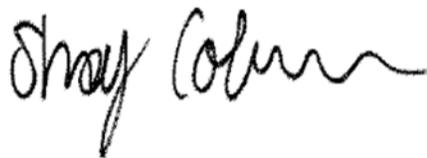
**Zoned:** Residential (R)

**Applicant:** Parkside Ridgway Community Association

**Property Owners:** Habitat for Humanity of the San Juans, Cameron L Miller, Kim Moriyama, Alpine Creek Homes LLC, Meaghan McGuire, Riverside Investment Partners LLC, Brittany Christina Martin, Parkside Ridgway Holdings LLC, Matthew P Sandoval, Kierstin Janal Strand, Stephen J Hertzfeld, Kelly Lynn Finegan, John A JR Malone, A Henry Case, Bryce Lanier Jones, Justin R Fagan

**ALL INTERESTED PARTIES** are invited to attend said hearing and express opinions or submit written testimony for or against the proposal, to the Town Clerk.

**FURTHER INFORMATION** on the above application may be obtained or viewed at Ridgway Town Hall, or by phoning 626-5308, Ext. 222.



DATED: May 30, 2018

\_\_\_\_\_  
Shay Coburn, Town Planner

## STAFF REPORT

**Request:** Amended Plat  
**Legal:** Parkside Subdivision  
**Address:** 755, 760, 765 and multiple TBD N Laura, multiple TBD Marion Overlook  
**Parcel #s:** 430508414001, 430508414002, 430508414003, 430508414004, 430508414005, 430508414006, 430508414007, 430508414008, 430508414009, 430508414010, 430508414011, 430508414012, 430508414013, 430508414014, 430508414015, 430508414016, 430508414017, 430508414018, 430508414019, 430508414020, 430508414021, 430508414022, 430508414023, 430508414024  
**Zone:** Residential (R)  
**Applicant:** Parkside Ridgway Community Association  
**Owners:** Habitat for Humanity of the San Juans, Cameron L Miller, Kim Moriyama, Alpine Creek Homes LLC, Meaghan McGuire, Riverside Investment Partners LLC, Brittany Christina Martin, Parkside Ridgway Holdings LLC, Matthew P Sandoval, Kierstin Janal Strand, Stephen J Hertzfeld, Kelly Lynn Finegan, John A JR Malone, A Henry Case, Bryce Lanier Jones, Justin R Fagan  
**Initiated By:** Shay Coburn, Planner  
**Date:** June 7, 2018

---

### BACKGROUND

This amended plat request was heard by the Planning Commission on May 29, 2018. The Planning Commission recommended approval to the Town Council to amend plat note 7 to allow for accessory dwelling units on single-family lots and add a new plat note, number 10, to allow for street trees to count toward landscaping requirements. Both notes were recommended for approval as written in the staff report. The other two requested amendments were not recommended for approval.

The property and public hearing have been noticed in compliance with the Town Municipal Code.

---

### STAFF RECOMMENDATION

Staff recommends approval per the Planning Commission's recommendation. See attached staff report to the Planning Commission and Amendment 1 to the Parkside Subdivision.









*A few of the properties throughout Parkside Subdivision.*

**NOTICE OF  
PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Ridgway Planning Commission will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Tuesday, May 29<sup>th</sup>, 2018 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

**Application for:** Plat Amendment

**Location:** Parkside Subdivision, all lots

**Address:** 755, 760, 765 and multiple TBD N Laura, multiple TBD Marion Overlook

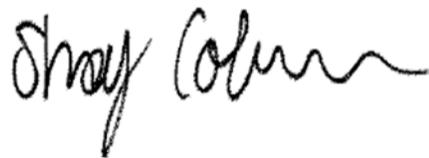
**Zoned:** Residential (R)

**Applicant:** Parkside Ridgway Community Association

**Property Owners:** Habitat for Humanity of the San Juans, Cameron L Miller, Kim Moriyama, Alpine Creek Homes LLC, Meaghan McGuire, Riverside Investment Partners LLC, Brittany Christina Martin, Parkside Ridgway Holdings LLC, Matthew P Sandoval, Kierstin Janal Strand, Stephen J Hertzfeld, Kelly Lynn Finegan, John A JR Malone, A Henry Case, Bryce Lanier Jones, Justin R Fagan

**ALL INTERESTED PARTIES** are invited to attend said hearing and express opinions or submit written testimony for or against the proposal, to the Town Clerk.

**FURTHER INFORMATION** on the above application may be obtained or viewed at Ridgway Town Hall, or by phoning 626-5308, Ext. 222.



DATED: May 18, 2018

\_\_\_\_\_  
Shay Coburn, Town Planner

## PLANNING & ZONING PERMIT

Incomplete Applications will be Rejected

Receipt # \_\_\_\_\_ \*  
 Date Received 4/5/18 \*  
 By SC CHK #0005 \$100 \*  
 \* For Office Use Only

### ACTION REQUESTED

TEMPORARY USE PERMIT	<input type="checkbox"/>	7-3-13c	VARIANCE	<input type="checkbox"/>	7-3-16
CONDITIONAL USE PERMIT	<input type="checkbox"/>	7-3-14	REZONING	<input type="checkbox"/>	7-3-17
CHANGE IN NON-CONFORMING USE	<input type="checkbox"/>	7-3-15	SUBDIVISION	<input type="checkbox"/>	7-4-1 thru 7-4-12
OTHER: _____	<input type="checkbox"/>	_____			

APPLICANT/APPLICANTS: NAME: <u>River Park HOA</u> MAILING ADDRESS: CITY: TELEPHONE NO.: FAX:	OWNER/OWNERS OF RECORD: NAME: <u>Jack Petrucci Agent</u> MAILING ADDRESS: CITY: TELEPHONE NO: <u>970-209-0185</u>
---	---

ADDRESS OF PROPERTY: Parkside  
 ACREAGE/SQUARE FOOTAGE: SF 10+ ZONING DISTRICT: Residential  
 BRIEF DESCRIPTION OF REQUESTED ACTION:  
Change Plat to Allow for the Attached Requested

**ATTACHMENTS REQUIRED FOR ALL ACTIONS:**

1. Evidence of ownership or written notarized consent of legal owner(s).
2. Copy of all site plans drawn to scale showing location of building(s), elevations, abutting streets, and all dimensions, must be submitted on paper size of 8.5 x 11 or 11 x 17.
3. A filing fee payable to the Town of Ridgway.

**FILING FEE SCHEDULE:**

<table border="0"> <tr><td>Temporary Use</td><td style="text-align: right;">\$ 100.00</td></tr> <tr><td>Conditional Use</td><td style="text-align: right;">100.00</td></tr> <tr><td>Change in Nonconforming Use</td><td style="text-align: right;">100.00</td></tr> <tr><td>Variations &amp; Appeals</td><td style="text-align: right;">150.00</td></tr> <tr><td>Rezoning</td><td style="text-align: right;">200.00</td></tr> <tr><td>Reviews Pursuant to 7-3-18</td><td style="text-align: right;">100.00</td></tr> <tr><td>Variance from Flood Plain Reg's</td><td style="text-align: right;">100.00</td></tr> <tr><td>Deviations from Single Family Design Standards</td><td style="text-align: right;">100.00</td></tr> </table>	Temporary Use	\$ 100.00	Conditional Use	100.00	Change in Nonconforming Use	100.00	Variations & Appeals	150.00	Rezoning	200.00	Reviews Pursuant to 7-3-18	100.00	Variance from Flood Plain Reg's	100.00	Deviations from Single Family Design Standards	100.00	<table border="0"> <tr><td><b>Subdivisions</b></td><td></td></tr> <tr><td>a. Sketch Plan</td><td style="text-align: right;">\$ 200.00</td></tr> <tr><td colspan="2" style="padding-left: 20px;">(plus \$10.00 per lot or unit)</td></tr> <tr><td>b. Preliminary Plat</td><td style="text-align: right;">400.00</td></tr> <tr><td colspan="2" style="padding-left: 20px;">(plus \$20.00 per lot or unit)</td></tr> <tr><td>c. Final Plat</td><td style="text-align: right;">300.00</td></tr> <tr><td>d. Minor Subdivision</td><td style="text-align: right;">200.00</td></tr> <tr><td>e. Lot Split</td><td style="text-align: right;">100.00</td></tr> <tr><td><u>f.</u> Replat/amended plats</td><td style="text-align: right;">100.00</td></tr> <tr><td>g. Planned Unit Development</td><td style="text-align: right;">(a. b. &amp; c.)</td></tr> </table>	<b>Subdivisions</b>		a. Sketch Plan	\$ 200.00	(plus \$10.00 per lot or unit)		b. Preliminary Plat	400.00	(plus \$20.00 per lot or unit)		c. Final Plat	300.00	d. Minor Subdivision	200.00	e. Lot Split	100.00	<u>f.</u> Replat/amended plats	100.00	g. Planned Unit Development	(a. b. & c.)
Temporary Use	\$ 100.00																																				
Conditional Use	100.00																																				
Change in Nonconforming Use	100.00																																				
Variations & Appeals	150.00																																				
Rezoning	200.00																																				
Reviews Pursuant to 7-3-18	100.00																																				
Variance from Flood Plain Reg's	100.00																																				
Deviations from Single Family Design Standards	100.00																																				
<b>Subdivisions</b>																																					
a. Sketch Plan	\$ 200.00																																				
(plus \$10.00 per lot or unit)																																					
b. Preliminary Plat	400.00																																				
(plus \$20.00 per lot or unit)																																					
c. Final Plat	300.00																																				
d. Minor Subdivision	200.00																																				
e. Lot Split	100.00																																				
<u>f.</u> Replat/amended plats	100.00																																				
g. Planned Unit Development	(a. b. & c.)																																				

**ADDITIONAL COSTS:**

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.

**SPECIFIC ATTACHMENTS REQUIRED FOR EACH ACTION:**

**CONDITIONAL USE PERMITS:**

1. The site plan shall show off-street parking requirements, landscaping and architectural features.
2. Information showing compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
4. Property shall be posted at least 10 days prior to the hearing.

**TEMPORARY USE PERMITS:**

1. The site plan shall show off-street parking requirements, landscaping and architectural features.
2. Information showing compliance with applicable criteria.
3. Property shall be posted at least 10 days prior to the hearing.

**CHANGES IN NON-CONFORMING USE:**

1. Description of existing non-conformity.
2. Information showing compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
4. Property shall be posted at least 10 days prior to the hearing.

**VARIANCE:**

1. Site plan showing details of the variance request and existing uses within 100 ft. of property.
2. Information showing compliance and/or non-compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.

**REZONING:**

1. Legal description, present zoning and requested zoning of property.
2. Notice of hearing shall be posted 10 days before the date of the hearing.
3. Property shall be posted at least 10 days prior to the hearing.

**SUBDIVISION:**

1. All requirements established by Municipal Code Sections 7-4-1 through 7-4-12.
2. Affidavit of notice sent to all surface and mineral owners and lessees of mineral rights.  
(Proof of proper notice must be submitted prior to the hearing.)
3. The Preliminary Plat shall be submitted 21 days prior to the hearing.
4. The Final Plat shall be submitted 20 days prior to the next scheduled Planning & Zoning meeting.
5. Sketch plan required in subdivisions consisting of more than 5 proposed lots or units.

**Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.**

\_\_\_\_\_  
Signature of Applicant/Applicants

\_\_\_\_\_  
Signature of Owner/Owners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

2-5-18

## PARKSIDE RIDGWAY COMMUNITY ASSOCIATION

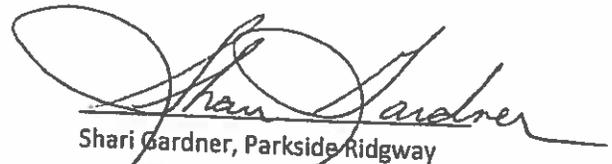
March 12, 2018

Re: Plat Changes to Parkside Ridgway Community Association

To Whom It May Concern,

The Board of Directors of Parkside Ridgway Community Association met on Friday, March 9, 2018. During this meeting, a motion was made, seconded, and passed giving Jack Petruccelli authority to negotiate with the Town of Ridgway on the following proposed plat changes and to sign the revised plat:

1. Amend plat map note 7 which limits dwellings to one per lot to allow for Accessory Dwelling Units on each lot.
2. Allow for the trees in the right of way between the curb and sidewalk be used for landscaping requirements.
3. Allow for landscaping to be planted in the rear drainage easement as long as no water flow is impeded.
4. Add that builders are required to pave the driveway approach between the curb and sidewalk.



Shari Gardner, Parkside Ridgway  
Secretary

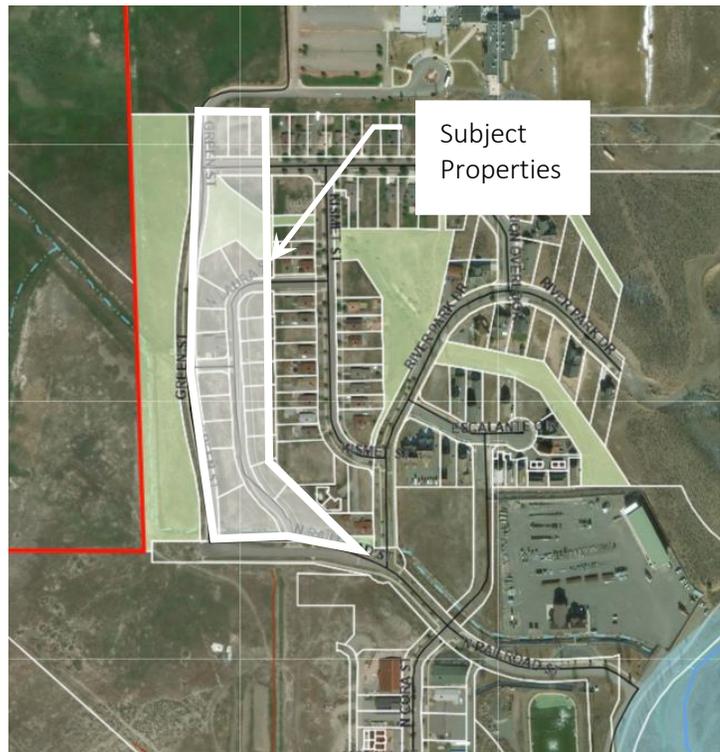
STAFF REPORT

**Request:** Amended Plat  
**Legal:** Parkside Subdivision  
**Address:** 755, 760, 765 and multiple TBD N Laura, multiple TBD Marion Overlook  
**Parcel #s:** 430508414001, 430508414002, 430508414003, 430508414004, 430508414005, 430508414006, 430508414007, 430508414008, 430508414009, 430508414010, 430508414011, 430508414012, 430508414013, 430508414014, 430508414015, 430508414016, 430508414017, 430508414018, 430508414019, 430508414020, 430508414021, 430508414022, 430508414023, 430508414024  
**Zone:** Residential (R)  
**Applicant:** Parkside Ridgway Community Association  
**Owners:** Habitat for Humanity of the San Juans, Cameron L Miller, Kim Moriyama, Alpine Creek Homes LLC, Meaghan McGuire, Riverside Investment Partners LLC, Brittany Christina Martin, Parkside Ridgway Holdings LLC, Matthew P Sandoval, Kierstin Janal Strand, Stephen J Hertzfeld, Kelly Lynn Finegan, John A JR Malone, A Henry Case, Bryce Lanier Jones, Justin R Fagan  
**Initiated By:** Shay Coburn, Planner  
**Date:** May 29, 2018

REQUEST

Applicant is requesting to amend the Parkside Subdivision plat map recorded with the Ouray County Clerk and Recorder at reception number 197315. The requests include:

1. Amend note 7 to allow all single-family lots to have an accessory dwelling unit
2. Allow for landscaping to be planted in the rear drainage easement as long as no water flow is impeded
3. Allow for the trees in the right-of-way between the curb and sidewalk to count toward required landscaping
4. Require that all driveways are paved between the curb and the sidewalk



An application was submitted April 5, 2018 accompanied by a letter from Parkside Ridgway Community Association. The property and public hearing have been noticed in compliance with the Town Municipal Code.

---

## CODE REQUIREMENTS

Amended plats are considered under Ridgway Municipal Code (RMC) §7.4.10(B) & (C) as follows:

- No material change in the extent, location, or type of public improvements and easements provided is made or required with the amended plat
- The requested changes are consistent with the Design Standards of the municipal code
- Any amended plats shall conform to the applicable requirements for final plats as provided in these subdivision regulations, including the minimum design standards, and shall conform to the applicable dimensional requirements of the town's Zoning Regulations.

---

## ANALYSIS

This plat was recorded in 2008 and the lots have remained almost entirely vacant, except one lot, until now. There are currently three active building permits in this subdivision with at least a few more expected to be submitted in the next few months. There are no changes in public improvements and easements, the request is consistent with the Design Standards of the municipal code, and any adverse impacts due to this request are listed below.

The following analysis is organized by each plat note that is requested to be amended or added.

### Note 7

Note 7 currently states, "All lots platted hereon are limited to a maximum of one dwelling unit, except for Lots 14 and 15 which have 3 dwelling units each and Lots 4, 5, 6, and 13 which may have two dwelling units each. No occupancy permit will be approved on either Lot 14 or Lot 15 unless all three required units for said lot are under construction."

Given the current language of plat note 7 above, accessory dwelling units (ADUs) are not permitted on single-family lots. The request is to allow ADUs on all single-family lots. ADUs are allowed on most all residential properties throughout town unless otherwise restricted by a plat map. All other RMC dimensional standards would continue to apply such as maximum lot coverage and setback requirements. The Town has been promoting ADUs as a way to increase long-term rental units and help aid in the affordability of living in the Town. In addition, this revised language would ensure this plat note matches recent notes required by the Town.

Staff proposes that plat note 7 be revised to state, "All lots platted hereon are limited to a maximum of one dwelling unit, except for Lots 14 and 15 which have 3 dwelling units each and Lots 4, 5, 6, and 13 which may have two dwelling units each. **The maximum number of dwellings units allowed is thirty-one (31). Development excise tax has been paid for each new lot or unit. In addition to the maximum number of dwelling units, each lot may have an accessory dwelling unit if compliant with Town code provisions as in effect from time to time, for which no excise tax has been paid. Lots 4, 5, 6, 13, 14, and 15 that are already platted for multiple units are not permitted to have accessory dwelling units.** No occupancy permit will be approved on either Lot 14 or Lot 15 unless all three required units for said lot are under construction."

### Note 8

Note 8 currently states, "The drainage easement(s) shown hereon shall be maintained by an owner's association, or until such time as an owner's association is lawfully formed for such purposes, by the owners of all lots encumbered by the easement, jointly and severally in a manner that preserves the grade as originally established and so as to not impede the free flow of water in any way, including but not limited to the construction of fencing and other improvements, or the planting or encroachment of trees and shrubs and other impeding vegetation. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any pipelines, ditches, or improvements as located within said easements. Upon

failure to properly maintain the drainage easement(s) shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed and assess the costs thereof to such owners, and may certify such charges as a delinquent charge to the County Treasures to be collected similarly to taxes or in any lawful manner.”

The request from the Applicant is to allow landscaping to be planted in the rear drainage easement as long as no water flow is impeded. Staff does not recommend amending this note as this note already clearly states that landscaping is allowed as long as it does not impede the free flow of water in any way. In addition, this ditch is part of the overall drainage plan for this subdivision and it is imperative that it is maintained and kept clear to allow water to flow through when needed.

NEW Note

The Applicant’s request is to allow for the trees between the curb and sidewalk to count toward required landscaping. A similar note is included on the River Park plat map and has worked well.

The new note number 10 would read, “Street Trees planted within the right-of-way adjacent to each lot shall count towards the Town’s tree and landscaping requirement for such lot.”

NEW Note

The Applicant’s request is to require that all driveways are paved between the curb and sidewalk. Staff does not recommend adding a note to address this as it is already required per RMC 14-5-15(B) which states:

*(B) All driveways, curb cuts, or other accesses to Town streets and alleys, shall be located, constructed and maintained in accordance with Town ordinances, regulations, standards and specifications. Such work shall require a permit and shall not adversely affect the flow or water in curbs and gutters, valley pans, inlets, ditches, pipes, culverts and other drainage and irrigation facilities whether on or off the public right of way. Such work shall not result in a traffic or safety hazard. Any damage to existing pavement, drainage or irrigation structures, curb, gutter, sidewalks, or other infrastructure caused by such construction or maintenance, shall be promptly repaired by the Permittee in accordance with Town ordinances, regulations, standards and specifications. No such access may be used until the Town inspects it and issues a Certificate of Approval. (Ord 8-2007)*

---

**STAFF RECOMMENDATION**

Staff recommends approval of a plat amendment to the Parkside Plat to edit plat note 7 to allow for accessory dwelling units on single-family lots and adding note 10 regarding street trees counting toward landscaping requirements as stated above.

Staff does not support amending the Parkside Subdivision existing plat note 8 regarding landscaping in the drainage easement nor does staff support adding a new note requiring paving between the curb and sidewalk.

---

**EXHIBITS**

Exhibit 1 – Draft Amendment 1 to the Parkside Subdivision









*Properties posted starting at the north of the subdivision, moving south.*

**AMENDMENT 1 to the PARKSIDE SUBDIVISION:  
ACCESSORY DWELLING UNITS AND RIGHT-OF-WAY LANDSCAPING**

**Whereas**, the plat map entitled "Parkside Subdivision" was executed by Spencer Simmons as Declarant, and the Town of Ridgway on the 29<sup>th</sup> day of December, 2007, and was recorded in the Ouray County Clerk and Recorder on the 19<sup>th</sup> day of March, 2008 at Reception Number 199315; and

**Whereas**, it is desired by the property owners of all lots within the Parkside Subdivision, represented by Parkside Ridgway Community Association Inc., to amend Plat Note 7 of said plat map to allow for accessory dwelling units on all single-family lots that comply with the Ridgway Municipal Code regulations; and

**Whereas**, dwelling units which meet the criteria of Ridgway Municipal Code Section 7-3-13(G): Accessory Dwelling Units may be allowed as an accessory use, in the "R" Low Density Residential District, to a principal residential unit which conforms to the applicable requirements of said Districts; and

**Whereas**, the current Town Regulations do not allow for dwelling units accessory to duplexes, triplexes, multi-family or any other type of structure or use other than a stand-alone single-family home; and

**Whereas**, it is desired by the property owners of all lots within the Parkside Subdivision, represented by Parkside Ridgway Community Association Inc., to add a new Plat Note that allows for the landscaping as installed by the developer between the curb and sidewalk to count toward minimum landscaping requirements for each lot per Ridgway Municipal Code Section 6-1-11 and 6-6-3(I); and

**Whereas**, pursuant to §7-4-10 of the Ridgway Municipal Code Plat Amendments are reviewed and approved by the Ridgway Planning Commission and Town Council.

**Now, therefore,**

Plat Note 7 is amended to read in its entirety, as follows:

*All lots platted hereon are limited to a maximum of one dwelling unit, except for Lots 14 and 15 which have 3 dwelling units each and Lots 4, 5, 6, and 13 which may have two dwelling units each. The maximum number of dwellings units allowed is thirty-one (31). Development excise tax has been paid for each new lot or unit. In addition to the maximum number of dwelling units, each lot may have an accessory dwelling unit if compliant with Town code provisions as in effect from time to time, for which no excise tax has been paid. Lots 4, 5, 6, 13, 14, and 15 that are already platted for multiple units are not permitted to have accessory dwelling units. No occupancy permit will be approved on either Lot 14 or Lot 15 unless all three required units for said lot are under construction.*

A new Plat Note 10 is added and reads in its entirety, as follows:

*Street trees planted within the right-of-way adjacent to each lot shall count towards the Town's tree and landscaping requirement for such lot.*

Except as herein expressly modified, all other Plat Notes remain in full force and effect according to the original Plat.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2018.

Approved by the Planning Commission on \_\_\_\_\_, 2018.

Approved by the Town Council on \_\_\_\_\_, 2018.

Town of Ridgway, Colorado

Attest:

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

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

STATE OF COLORADO     )  
  )     ss  
COUNTY OF OURAY     )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by John Clark, Mayor of the Town of Ridgway, Colorado and Pam Kraft, Town Clerk of the Town of Ridgway Colorado.

Witness my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public

Parkside Ridgway Community Association, Inc., a Colorado Non-Profit Corporation

By: \_\_\_\_\_  
*President, Parkside Ridgway Community Association, Inc.*

STATE OF COLORADO     )  
  )     ss  
COUNTY OF OURAY     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, President, Parkside Ridgway Community Association Inc.

Witness my hand and official seal.

[SEAL]

\_\_\_\_\_  
Notary Public

## AGENDA ITEM #21

## STAFF REPORT

**Subject:** Preliminary Plat Submittal  
**Zone:** General Commercial (GC) and Historic Business (HB)  
**Property:** 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  
**Parcel #:** 430516207004  
**Applicant:** Tate Rogers  
**Owners:** Arthur Travis Spitzer Revocable Trust  
**Initiated By:** Shay Coburn, Planner; Jen Coates, Manager  
**Date:** June 4, 2018

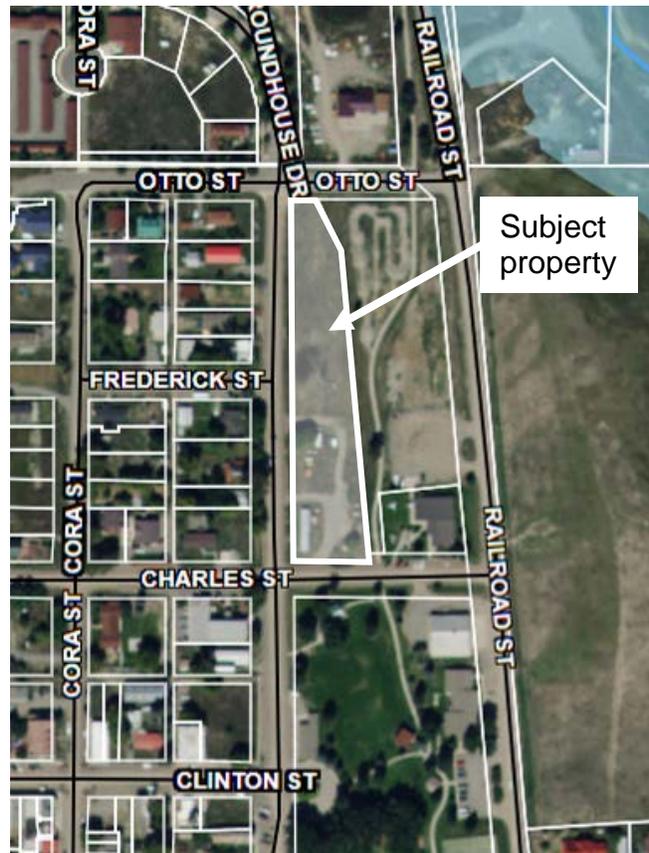
---

### BACKGROUND

Planning Commission has recommended approval of this preliminary plat submittal to the Town Council if all conditions from the Planning Commission staff report were met when brought to Town Council. Town Council should be familiar with this project as there have been a few workshops to discuss terms of the development agreement that will be presented as a separate hearing after this preliminary plat.

This preliminary plat is for a proposed subdivision, Lena Street Commons. This development will be located at and near 316 N Lena, on the property adjacent to the library and Town property running north and south. The property is 1.63 acres or 69,957 sf.

The proposed development plan includes 19 single-family Townhouse style units and 4 commercial units. This property is zoned mostly General Commercial with Historic Business on the south portion of the property. The majority of the Historic Business land area is simply being subdivided but not developed as part of this application. The applicant presented a concept plan on August 30, 2016 as an informal discussion with the Planning Commission. The applicant then presented a Sketch plan on October 25, 2016 which was continued to the hearing on November 29, 2016 after input from Town Council on November 9, 2016 regarding the use of Town property. There was also a joint work session held on January 3, 2017 to discuss short-term rentals and affordable housing deed restrictions. The first preliminary plat hearing for this development was on December 5, 2017 and was continued. The most recent hearing with the Planning Commission was on April 24, 2018.



Present with this submittal are the following documents:

1. Planning & Zoning hearing application
2. Narrative
3. Power of Attorney
4. Acknowledgement of Fees and Costs
5. Proof of ownership – deed and title policy
6. Mineral rights certification
7. Preliminary plat map (*updated after 4.24.18 PC hearing*)
8. Drainage report
9. Civil construction plans (*updated after 4.24.18 PC hearing*)
10. Fire protection
11. Articles of Incorporation: Townhomes
12. Townhome Association Bylaws
13. Declaration of Covenants for the Residential Townhomes
14. Articles of Incorporation: Commercial
15. Commercial Association Bylaws
16. Declaration of Covenants for the Commercial Condominiums
17. Geotechnical Engineering Study
18. Water consumption report (*updated letter regarding fixture counts provided after 4.24.18 PC hearing*)
19. Geologic Hazards and Cursory Level Geotechnical Engineering Study
20. Letter addressing building codes
21. Building square footage calculations
22. Architectural drawings (*T1.0, A1.0, A1.1, A1.2 updated after 4.24.18 PC hearing*)
23. Renderings, Models, Materials
24. Phasing plan (*DA1.2 updated after 4.24.18 PC hearing*)
25. Lena Street Paving Summary
26. Irrigation Plan (*new after 4.24.18 PC hearing*)
27. Parking Simulation Exhibits (*new after 4.24.18 PC hearing*)
28. Outdoor Lighting Fixture F (*new after 4.24.18 PC hearing*)

After the April 24, 2018 Planning Commission hearing, the applicant submitted some updated documents to staff to address all concerns of the Planning Commission, noted in blue above. While there remain a few outstanding questions and details to sort out for this preliminary plat, staff determined the submittal to be substantially conforming with the requirements of a preliminary plat hearing under RMC 7-4-5(B).

This public hearing has been noticed and the property posted.

---

## CODE REQUIREMENTS AND ANALYSIS

### RMC 7-4-5(B) Preliminary Plat

*(1) – (4) Submittal Requirements*

Substantially conforming.

*(5) The preliminary plat shall contain at a minimum the following:*

*(a) The name of the subdivision, date of the preparation of the map, name and address of the engineer or surveyor preparing the plat, and total area of the subdivision.*

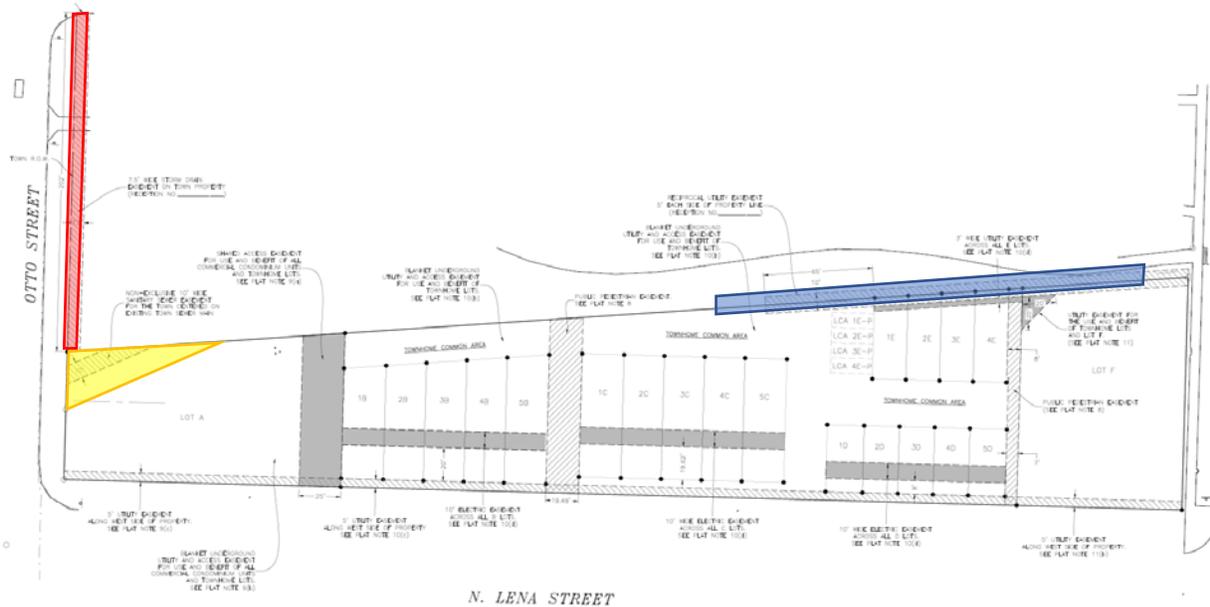
Substantially conforming.

(b) The scale used and direction of true north.

Substantially conforming.

(c) The location and dimensions of all existing and proposed streets, alleys and easements, street lights, street signs and other improvements.

- Discussion of easements and property acquisition will be part of the development agreement hearing and not this preliminary plat hearing. The description below is merely provided for information as it relates to the preliminary plat.
- At the December 5, 2017 Planning Commission meeting, the commissioners recommended that the Applicant purchase a portion of property from the Town since the proposed easements would place a lot of restrictions on the property. All development plans have been updated to incorporate this portion of property, shown in yellow below.
- Applicant is requesting a permanent easement from the Town (along the north side of the Town property, shown in red below) to accommodate the private storm drain system for the development. This easement is 7.5' wide.
- Town staff worked with applicant to establish a 5' reciprocal utility easement (near the south end of the property on the east side, shown in blue below) that will benefit both parties to ensure access for maintenance of utilities. Town staff supports this reciprocal easement.



N. LENA STREET  
Easements Highlighted

(d) The location of water courses, including lakes, swamps, ditches, flood prone areas; the location of existing utility lines, pipes, poles, towers, culverts, drains, and drainage ways.

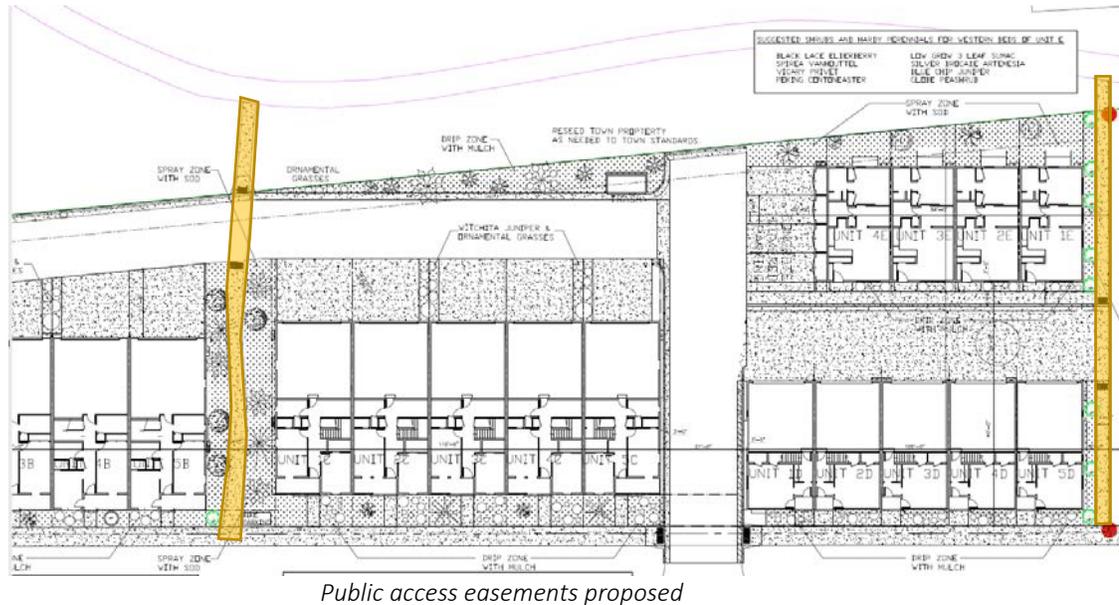
Received.

(e) The location, size and dimension of all lots and blocks, and the location of properties and easements to be reserved for particular uses or to be dedicated to the Town.

- A number of discrepancies have been found between the DelMont site plan and grading plans and the Hines landscaping and sight and lighting plans. Staff has tried to call out all

inconsistencies; however, if any discrepancies are found they will be resolved in the field only with the approval of Town.

- Development team is providing two public access easements near the middle of the development and south of all of the Townhouse units (highlighted in yellow below). This will provide access to and from the RiverWay trail to the neighborhood. The plan also includes building a connection between the RiverWay trail, the internal sidewalks for the development and the new sidewalk planned for Lena Street.



(f) Five foot elevation contours at a minimum.

Received.

(g) Any building setback lines, height restrictions, or other building or use restrictions.

Complete.

(h) A vicinity sketch map.

Received.

(i) An indication of the total area of streets and alleys, area of lots and area of any property dedicated to public or other uses.

- No property is proposed to be dedicated to the Town other than the public access easements and reciprocal easement discussed above.
- The Townhome area is a total of 1.02 acres with 19 dwelling units. This yields a residential density of almost 19 units per acre.
- The Commercial area is 0.28 acres with a total of 4 units.
- Lot F is 0.3 acres and is not proposed to be developed, just subdivided, and remain zoned as Historic Business.

(6) Accompanying the preliminary plat or included upon it shall be plans, drawings or information for the following:

(a) *Plans for any proposed sanitary sewer system showing location, grade, pipe sizes and invert elevations.*

The Applicant is proposing to use the sanitary sewer mains located in Lena Street and on Town property to the east.

(b) *Plans for the water system and fire protection system showing locations, pipe sizes, valves, storage tanks and fire hydrants.*

A 1" meter does not seem large enough for four ¾" service lines to the E units. Town needs to see calculations provided by the Applicant to verify adequacy of meter. The Applicant provided an updated letter from Burggraaf Associates but it is based on an old utility design. Please provide a letter based on the most current utility configuration.

(c) *Plans for the storm drainage system showing location, pipe sizes, drains, surface drainage ways and discharge points.*

The development and association will own and maintain this private stormwater system.

(d) *Plans for proposed streets, alleys, sidewalks, curbs and gutters, lighting, bikepaths and walkways showing the grade and cross section, and plans for any other proposed public improvements. (Ord 12-2008)*

- The development team and Town will address the design of the full Lena Street right-of-way and cost sharing as part of the development agreement. This will include the design of the ADA spots and ramp at Lena and Otto.
- The development team is including sidewalks along all of their property along Lena and Otto Streets.
- Still missing light in front of unit 1B, ensure all lights have service lines on the utility plan.

(e) *The subdivider shall send a notice, at least 30 days prior to the Planning Commission's hearing or consideration, to mineral estate owners, by certified mail, return receipt requested, or a nationally recognized overnight courier, in accordance with the requirements of CRS 24-65.5-103(1). A copy of the notice shall be given to the Town along with the subdividers certification of compliance with said notification requirements. Provided this notice is not required if notice was previously sent and such certification previously provided with respect to the same surface development, or the application is only for platting an additional single lot, unless a mineral estate owner has requested notice pursuant to CRS 24-6-402(7). (Ord 4-2009)*

Substantially met.

(f) *Any proposed covenants, condominium declaration or articles of incorporation and by-laws for any homeowners' association, or contracts for maintenance of improvements.*

Two associations will be established with a final plat. One for the Commercial Condominium Association and one for the Townhome Association. The two associations are incorporated individually but will coordinate certain maintenance responsibilities.

Having two owners associations sharing land, utilities, access and other improvements is almost certain to create real challenges for the Developer, the Town, the property owners and the associations. This needs to be carefully considered and crafted to minimize future conflict and absolve the Town of any unnecessary responsibility or ownership. The Town Attorney will review these documents (including the joint maintenance agreement) prior to any preliminary plat hearing with Town Council, and request the Applicant update as a condition of approval.

*(g) A soils report prepared by a geologist or licensed qualified engineer which addresses building foundation design requirements shall be submitted where geologic hazards and considerations dictate the need for such analysis.*

Future builder(s) and the Town Staff will need to consider the soils report with any future building permit applications. A plat note was added to ensure this is addressed at time of building.

*(h) Written approval or access permit from the State Department of Highways for any access to highways under its jurisdiction, directly from any lot and for any new street serving the subdivision which intersects with a State highway.*

Town Staff consulted with CDOT and were informed that a CDOT access permit will not be required for this development.

*(i) Estimated water consumption and sewage generation.*

Staff still needs updated information on water consumption and sewage generation. The letter submitted that is dated 9/11/17 is much lower than we typically see.

*(j) Description of any geologic hazards.*

Substantially complete.

*(k) Landscape plans and, as appropriate, irrigation plans. (Ord 12-2008)*

Landscaping and irrigation appear to comply with requirements. As a note for the development team regarding the irrigation plan: running 13 GMP continuously through a 5/8" by 3/4" meter may prematurely wear it out. May want to make the zones a bit smaller.

*(l) A list of proposed uses for each lot consistent with Town Zoning Regulations. (Ord 12-2008)*

See Zoning Regulations section below as the applicant is requesting a Conditional Use Permit for the residential uses in the General Commercial district. There will also be 4 commercial units that are permitted by right in the GC district. The proposed uses are specific to the proposed development plan and will need to be specifically linked to this plan.

*(7) Repealed by Ord 4-2009*

*(8) The Planning Commission may approve, conditionally approve or disapprove the preliminary plat. It may continue its consideration of the plat to another meeting when additional time is needed, or to allow the subdivider time to revise or supplement the plan to bring it into compliance with these regulations or proposed conditions of approval. The reason for continuance, disapproval, or any conditions of approval, shall be included in the minutes of the Planning Commission's proceedings and provided to the subdivider in writing upon request. Consideration of the matter may also be continued upon the subdividers request. The plat may be disapproved if it or the proposed improvements and required submittals are inadequate or do not comply with the requirements of these Regulations. (Ord 12-2008)*

*(9) The Planning Commission's decision shall be submitted to the Town Council as a recommendation along with the plat for review at its next regular meeting. The Town Council shall issue its decision approving, conditionally approving or disapproving the plat, based upon compliance with the provisions of these regulations. The Town Council may continue its consideration of the preliminary plat until such time as proposed conditions for approval, are met by the subdivider. (Ord 12-2008)*

*(10) Except as otherwise expressly provided by the Town Council, all conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved.*

### **RMC 7-4-6 Required Improvements**

There are a number of improvements that are required with subdivision in this section. Staff is highlighting only a portion of these requirements here:

*Subsection (A)(6) Streets within and adjacent to the subdivision as necessary to provide access to each lot. Existing streets maintained by the Town for public use shall be improved by the subdivider to the extent necessary to provide access to abutting lots and to provide proper drainage, grade and sidewalk grade. Streets shall be paved in circumstances where required by Town street specifications. Streets shall be dedicated to the Town.*

#### Lena Street Paving

At this time, Otto, Charles and Lena Streets are all paved. Combined with the significant addition of traffic associated with this development, this section of Lena will need hard-surfaced in the near future. This topic will be discussed as part of the development agreement.

#### Subsection (B) Subdivision Improvements Agreement (SIA)

In part, this section reads as follows in Sections (1) and (2):

*(1) No final plat shall be approved or recorded until the subdivider has properly completed, and the Town has approved, the street base, lights and traffic control devices, and water, sewer, electricity, gas, telephone, and drainage system as adequate to serve each lot, and has submitted, and the Town Council has approved, a Subdivision Improvements Agreement guaranteeing construction of all other required improvements and as-builts therefore, which have not previously been completed and approved by the Town. The Subdivision Improvements Agreement shall list the improvements to be made and as builts required, estimated costs, and completion dates.*

*(2) All improvements shall be completed and accepted within 2 years following approval of the final plat by the Town, unless a longer interval is provided for in the Subdivision Improvements Agreement.*

It is the position of Town staff that applicant should adhere to the provisions of Code Section 7-4-6(B)(1) regarding the instillation of required improvements between preliminary and final plat. While some improvements are allowed to be secured through a SIA in this section of the Town Code, there are a number of improvements that are required and not subject to security or future construction. This topic will be discussed as part of the development agreement.

### **RMC 7-4-7 Design Standards**

There are a number of standards required in this section. Staff is highlighting only a portion of these Standards here:

RMC 7-4-7(J) Plat Notes: This section addresses plat notes required by the Town (pages 1 and 2 of plat). Additional edits to the Plat Map are included in this section.

1. Applicant needs to review and insure all note titles, descriptions, labels, etc. match across all pages. Staff listed many inconsistencies below but may have missed some.

2. Meets and bounds are not matching across all pages.
3. Page 1:
  - a. Will need to update legal description in Cert of Dedication to add the town parcel once final.
  - b. Certification of dedication and ownership: easement dedicated to Town in the certs on page 1 needs to match legend on page 4.
  - c. A final review of the Dedication Certificate is needed with the final revisions to the plat map.
4. Page 2:
  - a. Delete “reasonable notice and cure” from all plat notes. Town will follow standard procedures and does not want to create a new procedure for this one development.
  - b. Note 8: update title to “Pedestrian public/non-motorized easements” and be sure all references match this title; end sentence after “for use by the public.” Delete “for pedestrian access.”
  - c. Need to reference the Joint Maintenance and Cost Sharing Agreement on page 2 and provide a line to fill in the reception number.
  - d. Remove all references to how maintenance will be shared (at least notes 6, 7, 13, and 15) and be sure this info is in maintenance agreement.
5. Page 4:
  - a. Remove label on very top left about 10’ wide storm drain easement. Is an old note.
  - b. Add “public pedestrian/non-motorized easement” to legend – have it hatched a different way than the “Town/Public Easement” but it is not in the legend.
6. Dimensions of property on pages 1 and 3 do not match, please fix.

## **RMC 7-3-11 Planned Unit Developments**

### Zoning Regulations

Per RMC §7-3-11(D) below, the development may deviate from the required dimensional standards as part of a PUD.

*(D) Dimensional Requirements and Densities:*

- (1) The dimensional requirements, which would otherwise be required by Town Zoning Regulations, or other Town regulations for the district affected, may be deviated from in accordance with the Plan as approved, if the Town determines that such deviations will promote the public health, safety and welfare. (Ord 3-2008)*
- (2) The number of units allowed in a residential PUD shall be generally the same as would have been allowed without clustering, taking into account minimum lot sizes and areas which would have to be dedicated for streets and other public uses, if the property had been developed or subdivided without clustering. Provided, however, the Town may allow additional residential units if it determines that by so doing, significant public benefits will be provided which might not otherwise be available, such as significant affordable housing, public open space, public recreational amenities or off site public infrastructure improvements. (Ord 3-2008)*

The following is a list of conditional uses and variances requested with this preliminary plat, these items are also included in the development agreement:

1. Requesting CUP for residential use in GC zone.
2. Requesting variance for to 7-3-9(D)(6)(d) - E Units are only 20’ wide (not 21’), roof pitch is less than 3:12 on main roof of D units, and 12” required eave overhangs are in most locations but not every last one. Roofs will overhang property lines in many instances - applicant needs to ensure

that the ownership and maintenance responsibility for the roof area beyond the individual property line is clear in the CCRs or plat.

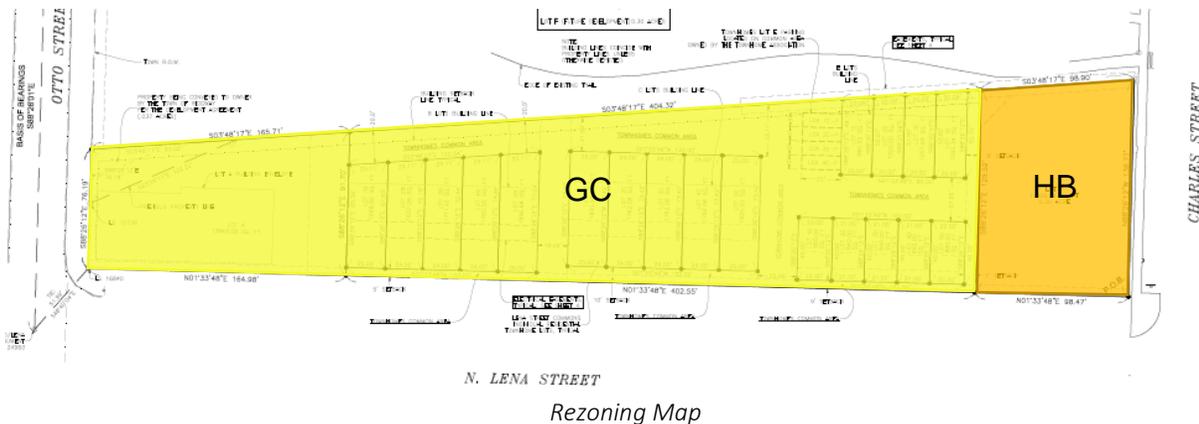
3. Requesting a CUP for D units to be up to 35'. No building may exceed 27' except the D building if the CUP is approved, in which case can be up to 35'.
4. Requesting variance, all proposed lot are less than the required 30' (A units = 26'-28' wide, B units = 24' – 24.6', C units = 24'-25' wide, D = 21'-22' and E =20')
5. Requesting variance to minimum lot size of 5,000 sq. ft. - lots range from 840 to 1835.5 sq. ft.
6. Requesting variance to 50% max lot coverage: Commercial area overall lot coverage = 34% (reduced from 38% with addition of Town property); Townhome overall lot coverage = 44.5%; B, C and E lot coverage is around 70% and D lot coverage is 100%
7. Setbacks
  - o Front setbacks for A, B, D units to be 5', C to be 10', and E units are about 75' from the front property line on Lena.
  - o Unit A1 has a 4'6" side setback
  - o Parking for E units extends about 1' into 8' rear setback
  - o Side setbacks between units within one building approved at 0'
8. Requesting variance for 1 parking space for each of the four 720 sq. ft. E units – required to have 2 each.
9. Requesting variance for a total of 3 parking spots for building A – required to have 13 total.

Per the sketch plan hearings and subsequent joint work session, due to an increase in density the Town negotiated for 3 affordable housing deed restricted units. The applicant has provided for those.

### RMC 7-3-17 Amendments and Additions to the Official Zoning Map and Zoning Regulations

Rezoning has specific requirements to be met, including public hearing, fees, criteria to be met for rezoning, etc. Rezoning also requires an ordinance amending the Town's Official Zoning Map.

The zoning designation between the General Commercial and Historic Business districts will need to be moved to be congruent with the property line between the current Townhome property and Lot F as shown in the image below. A rezoning can occur after preliminary plat but will be required to be completed before or coincident with the final plat. If the Applicant would like to sell the HB zoned portion of this property, referred to as Lot F, the rezoning will need to be completed before the sale. This will be included as part of the Development Agreement.



## RMC 7-5 Statutory Vested Property Rights

### Development Plan and Vested Rights

The Town Code provides for vested rights in Section 7-5 Statutory Vested Property Rights. RMC 7-5-2(D) provides for a contemporaneous review of such development agreement with other land use applications. This will be the next hearing.

### Misc. Comments and Edits

Small edits to be completed:

- Reconcile the two scales on page A1.0 and A1.1, update the scale on page A1.2.
- DelMont utility plan is not scaling right – had another printing error with this page, it printed on about half of the page.
- Change title of sheet 8 to “Grading Plan Lot F”.
- Add radii for those missing on the curves and curb in paving areas – some are still missing.
- Location of bus stop should be changed as it cannot be within on-street parking spots – was changed on Hines plans but not DMC, consider only having on one site plan.
- Site and lighting plan contours don’t match the civil set contours.
- A1.1 – delete angle on Otto St. This is not needed on this plan.
- DMC plans page 4, remove flow line elevations in gutter. Flow line will be determined as part of the Lena Street design.
- What is the encroachment on D Units on the west/front of the property? This appears to encroach on the 5’ easement.
- DA1.2 will be an exhibit to the preliminary plat, retitle accordingly. Remove utilities and phasing, just include the fire truck turning radius.

---

### STAFF RECOMMENDATION

Given the complexity of a larger and more urban project like this, it is extremely important to discuss the details of this plan and address a number of edits needed prior to any approval of a preliminary plat. Staff recommends approval of this preliminary plat with the condition that all updates and modifications described in this report are completed within the 90-day timeframe that the code allows for per 7-4-5(B)(10). If the Applicant is unable to meet this deadline, the plat will be deemed disapproved.

This is a significant development review for which a number of modifications and decisions are needed. While we have done our best to insure a complete and accurate report, this is complex and there may be some omissions or oversights here that will need addressed in future reviews.



*Property posted from Charles Street*



*Property posted from Lena Street*



*Property posted from Otto Street*

**NOTICE OF  
PUBLIC HEARING**

**NOTICE IS HEREBY GIVEN** that the Ridgway Town Council will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Wednesday, June 13<sup>th</sup>, 2018 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

**Application for:** Preliminary Plat for Lena Street Commons

**Location:** Tract of land lying east 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 N Lena St

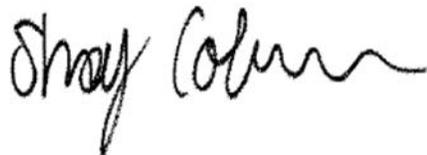
**Zoned:** General Commercial (GC) and Historic Business (HB)

**Applicant:** Tate Rogers

**Property Owner:** Arthurn Travis Spitzer Recocable Trust

**ALL INTERESTED PARTIES** are invited to attend said hearing and express opinions or submit written testimony for or against the proposal, to the Town Clerk.

**FURTHER INFORMATION** on the above application may be obtained or viewed at Ridgway Town Hall, or by phoning 626-5308, Ext. 222.



DATED: May 30, 2018

\_\_\_\_\_  
Shay Coburn, Town Planner

## PLANNING & ZONING PERMIT

**Incomplete Applications will be Rejected**

Receipt # \_\_\_\_\_ \*

Date Received \_\_\_\_\_ \*

By \_\_\_\_\_ \*

\* For Office Use Only

### ACTION REQUESTED

TEMPORARY USE PERMIT	<input type="checkbox"/> 7-3-13c	VARIANCE	<input checked="" type="checkbox"/> 7-3-16
CONDITIONAL USE PERMIT	<input checked="" type="checkbox"/> 7-3-14	REZONING	<input type="checkbox"/> 7-3-17
CHANGE IN NON-CONFORMING USE	<input type="checkbox"/> 7-3-15	SUBDIVISION	<input checked="" type="checkbox"/> 7-4-1 thru 7-4-12
OTHER: _____	<input type="checkbox"/> _____		

ADDRESS OF PROPERTY: 316 N. Lena St Ridgway Co 81432

ACREAGE/SQUARE FOOTAGE: 1.606 acres ZONING DISTRICT: GC/HB

BRIEF DESCRIPTION OF REQUESTED ACTION: See Additional application included

**APPLICANT/APPLICANTS:**

**NAME:** Tate Rogers  
**MAILING ADDRESS:**  
 2867 CR 23  
 CITY: Ridgway, CO  
**TELEPHONE**  
 NO: 970-729-2366  
 FAX: 970.626.2530

**OWNER/OWNERS OF RECORD:**

**NAME:** Authur Travis Spitzer  
 Revocable Trust dated January  
 2000  
**MAILING ADDRESS: PO**  
**BOX 3081**  
**CITY: Telluride, CO**  
**TELEPHONE NO: 970.728.2424**  
**FAX: 970.728.9439**

**ATTACHMENTS REQUIRED FOR ALL ACTIONS:**

1. Evidence of ownership or written notarized consent of legal owner(s).
2. Copy of all site plans drawn to scale showing location of building(s), elevations, abutting streets, and all dimensions, must be submitted on paper size of 8.5 x 11 or 11 x 17. (12 copies unless otherwise noted)
3. A filing fee payable to the Town of Ridgway.

**FILING FEE SCHEDULE:**

<b>Temporary Use</b>	\$ 100.00	<b>Subdivisions</b>	
<b>Conditional Use</b>	100.00	a. Sketch Plan	200.00
<b>Change in Nonconforming Use</b>	100.00	(plus \$10.00 per lot or unit)	
<b>Variances &amp; Appeals</b>	150.00	b. Preliminary Plat	400.00
<b>Rezoning</b>	200.00	(plus \$20.00 per lot or unit)	
<b>Reviews Pursuant to 7-3-18</b>	100.00	c. Final Plat	300.00
<b>Variance from Flood Plain Reg's</b>	100.00	d. Minor Subdivision	200.00
<b>Deviations from Single Family</b>		e. Lot Split	100.00
<b>Design Standards</b>	100.00	f. Replat/amended plats	100.00
		g. Planned Unit Development	(a. b. & c.)

**ADDITIONAL COSTS:**

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.

**SPECIFIC ATTACHMENTS REQUIRED FOR EACH ACTION:**

**CONDITIONAL USE PERMITS:**

1. The site plan shall show off-street parking requirements, landscaping and architectural features.
2. Information showing compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
4. Property shall be posted at least 10 days prior to the hearing.

**TEMPORARY USE PERMITS:**

1. The site plan shall show off-street parking requirements, landscaping and architectural features.
2. Information showing compliance with applicable criteria.
3. Property shall be posted at least 10 days prior to the hearing.

**CHANGES IN NON-CONFORMING USE:**

1. Description of existing non-conformity.
2. Information showing compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
4. Property shall be posted at least 10 days prior to the hearing.

**VARIANCE:**

1. Site plan showing details of the variance request and existing uses within 100 ft. of property.
2. Information showing compliance and/or non-compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.

**REZONING:**

1. Legal description, present zoning and requested zoning of property.
2. Notice of hearing shall be posted 10 days before the date of the hearing.
3. Property shall be posted at least 10 days prior to the hearing.

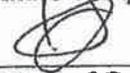
**SUBDIVISION:**

1. All requirements established by Municipal Code Sections 7-4-1 through 7-4-12.
2. Affidavit of notice sent to all surface and mineral owners and lessees of mineral rights.  
(Proof of proper notice must be submitted prior to the hearing.)
3. The Preliminary Plat shall be submitted 21 days prior to the hearing.
4. The Final Plat shall be submitted 20 days prior to the next scheduled Planning & Zoning meeting.
5. Sketch plan required in subdivisions consisting of more than 5 proposed lots or units.

**Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.**

  
 \_\_\_\_\_  
 Signature of Applicant/Applicants

4/14/17  
 \_\_\_\_\_  
 Date

 Thomas G. Kennedy Attorney-in-fact  
 \_\_\_\_\_  
 Signature of Owner/Owners

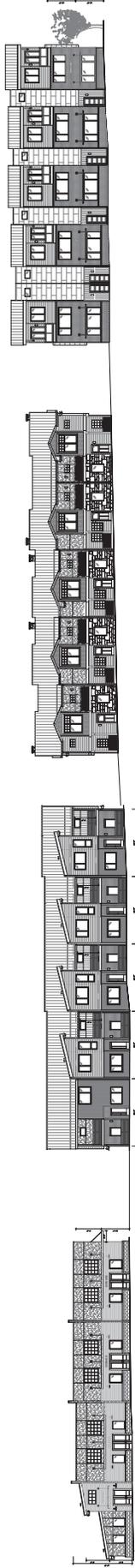
4/14/17  
 \_\_\_\_\_  
 Date





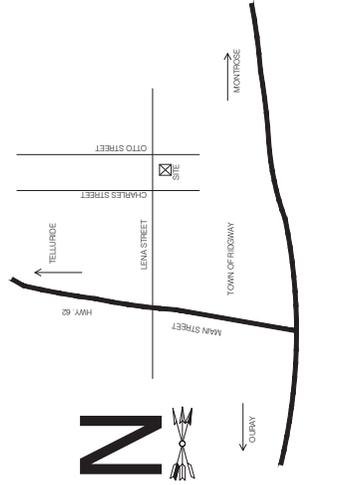






# LENA STREET COMMONS

## VICINITY MAP



## SHEET INDEX

### CIVIL DRAWINGS:

- 1 COVER
  - 2 SITE PLAN
  - 3 MASTER GRADING AND DRAINAGE PLAN
  - 4 GRADING PLAN - UNIT A
  - 5 GRADING PLAN - UNIT B
  - 6 GRADING PLAN - UNIT C
  - 7 GRADING PLAN - UNIT D & E
  - 8 GRADING PLAN - HB LOT
  - 9 UTILITY PLAN
  - 10 STORM DRAIN PLAN & PROFILE
  - 11 STORM DRAIN PLAN & PROFILE
  - 12 ROOF DRAIN PROFILES
  - 13 DETAILS
- PLAT DRAWINGS:
- 1 PLAT NOTES
  - 2 PLAT NOTES
  - 3 PLAT PLAN
  - 4 PLAT & EASEMENT PLAN

### ARCHITECTURAL DRAWINGS:

- T 1.0 TITLE SHEET
- DA 1.1 DEVELOPMENT PLAN
- DA 1.2 DEVELOPMENT PLAN W/ FIRE TRUCK TURNING
- A 1.0 LANDSCAPE PLAN
- I-1 IRRIGATION PLAN
- A 1.1 ARCHITECTURAL SITE & LIGHTING PLAN
- A 1.2 ARCHITECTURAL SITE & LIGHTING PLAN
- A 2.1 UNIT A FLOOR PLAN
- A 2.2 UNIT B GRADE LEVEL FLOOR PLAN
- A 2.3 UNIT B SECOND LEVEL FLOOR PLAN
- A 2.4 UNIT C GRADE LEVEL FLOOR PLAN
- A 2.5 UNIT C SECOND LEVEL FLOOR PLAN
- A 2.6 UNIT D GRADE LEVEL FLOOR PLAN
- A 2.7 UNIT D SECOND LEVEL FLOOR PLAN
- A 2.8 UNIT D THIRD LEVEL FLOOR PLAN
- A 2.9 UNIT E FLOOR PLAN
- A 4.1 UNIT A BUILDING ELEVATIONS
- A 4.2 UNIT B BUILDING ELEVATIONS
- A 4.3 UNIT B BUILDING ELEVATIONS
- A 4.4 UNIT C BUILDING ELEVATIONS
- A 4.5 UNIT C BUILDING ELEVATIONS
- A 4.6 UNIT D BUILDING ELEVATIONS
- A 4.7 UNIT D BUILDING ELEVATIONS
- A 4.8 UNIT E BUILDING ELEVATIONS
- A 5.1 UNIT A BUILDING SECTIONS
- A 5.2 UNIT B BUILDING SECTIONS
- A 5.3 UNIT C BUILDING SECTIONS
- A 5.4 UNIT D BUILDING SECTIONS
- A 5.5 UNIT E BUILDING SECTIONS

## PROJECT INFORMATION

**PROJECT ADDRESS:** TBD LENA STREET  
**OWNER:** TRAVIS SPITZER  
 CONCORDIA CAPITAL  
 (970)728-8651

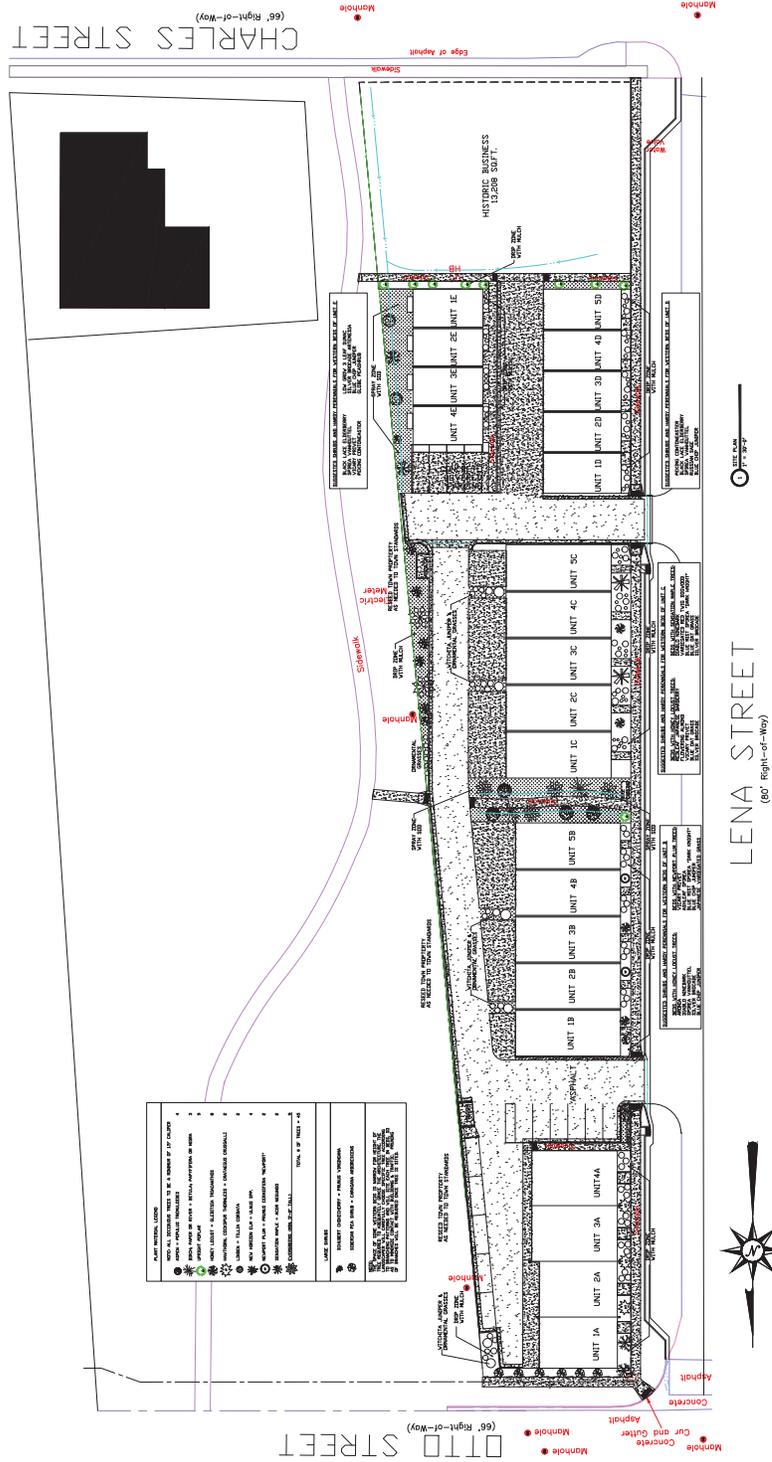
**APPLICANT:** TATE ROGERS  
 ROGERS REAL ESTATE GROUP  
 (970)626-2600

**ARCHITECT:** HINES DESIGNS  
 SUNDRA HINES  
 188 MARIE STREET  
 RIDGWAY, CO 81432  
 (970)626-2300

**CIVIL ENGINEER:** DEL-MONT CONSULTANTS  
 125 COLORADO AVENUE  
 MONTROSE, CO 81401  
 (970)249-2251

**LEGAL COUNCIL:** ANDY MUELLER  
 KERP NEU HANLON  
 201 14TH ST STE.200  
 P.O. 2038  
 GLENWOOD SPRINGS, CO 81612  
 (970)928-2116

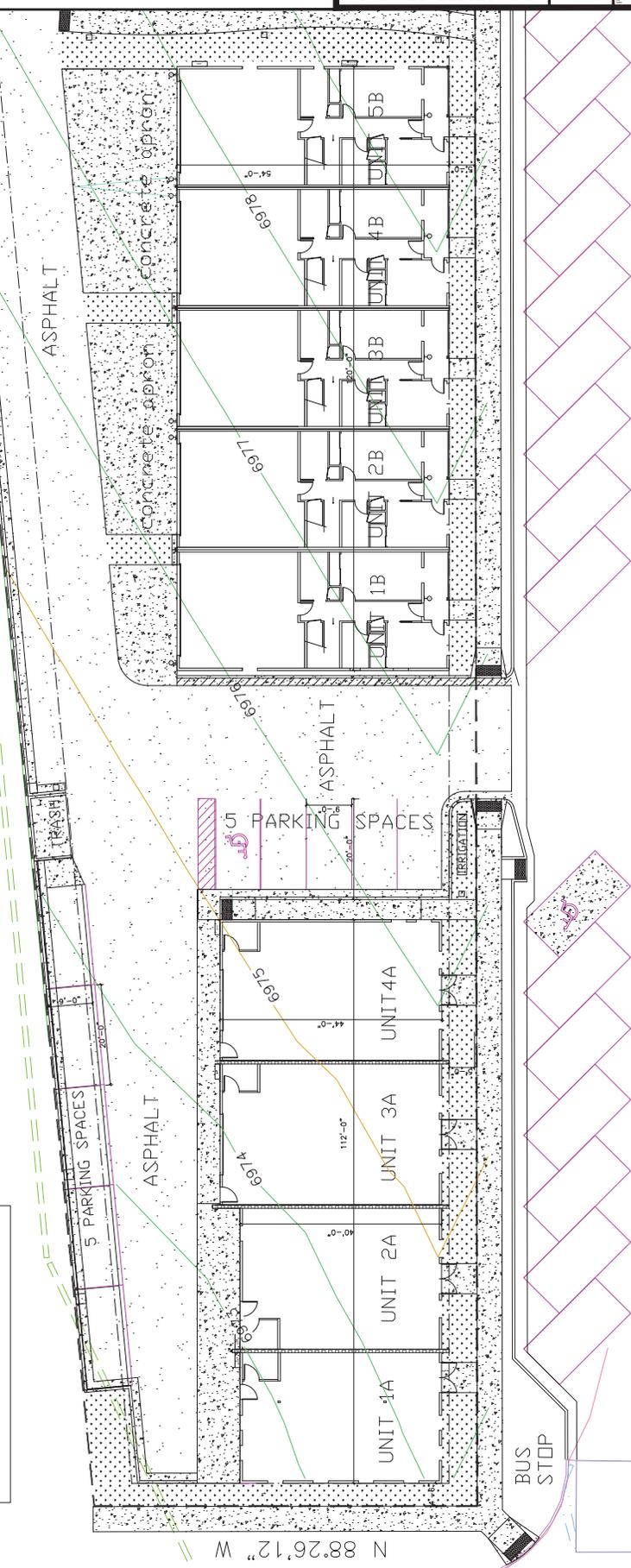
**TOM KENNEDY**  
 THE LAW OFFICES OF THOMAS G. KENNEDY  
 P.O. BOX 3081  
 TELLURIDE, CO 81435  
 (970) 728-2424



SYMBOL	DESCRIPTION
(Symbol)	ASPHALT DRIVE
(Symbol)	CONCRETE DRIVE
(Symbol)	CONCRETE SIDEWALK
(Symbol)	ASPHALT SIDEWALK
(Symbol)	GRASS
(Symbol)	LANDSCAPE PLANTING
(Symbol)	MANHOLE
(Symbol)	UTILITY LINE
(Symbol)	UNIT
(Symbol)	WALKWAY
(Symbol)	WATER
(Symbol)	SEWER
(Symbol)	STREET LIGHT
(Symbol)	STREET SIGN
(Symbol)	STREET NAME
(Symbol)	STREET NUMBER
(Symbol)	STREET ADDRESS
(Symbol)	STREET ADDRESS NUMBER
(Symbol)	STREET ADDRESS NUMBER RANGE
(Symbol)	STREET ADDRESS NUMBER RANGE (20' x 10' AREA)

SCALE: 1"=20'-0"

- LIGHTING LEGEND**
- A LIGHTS: DARK SKY COMPLIANT WALL SCENES
  - A UNITS:
  - B LIGHTS: DARK SKY COMPLIANT WALL SCENES
  - B UNITS:
  - C LIGHTS: DARK SKY COMPLIANT WALL SCENES
  - C UNITS:
  - D LIGHTS: DARK SKY COMPLIANT WALL SCENES
  - D UNITS:
  - E LIGHTS: DARK SKY COMPLIANT WALL SCENES
  - E UNITS:
  - F LIGHTS: TOWN OF RIDGWAY PEDESTAL LIGHT LANDSCAPE AREAS
- NOTE: ALL LIGHTS TO COMPLY WITH RIDGWAY TOWN STANDARDS. SEE SHEETS A21-A4.8 FOR LIGHT LOCATIONS.

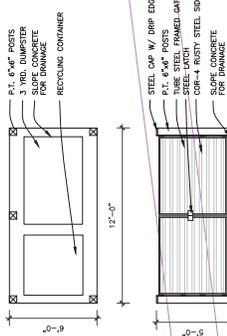


SCALE: 1"=20'-0"

**LENA STREET**  
(80' Right-of-Way)



1 SITE PLAN  
1" = 10'-0"



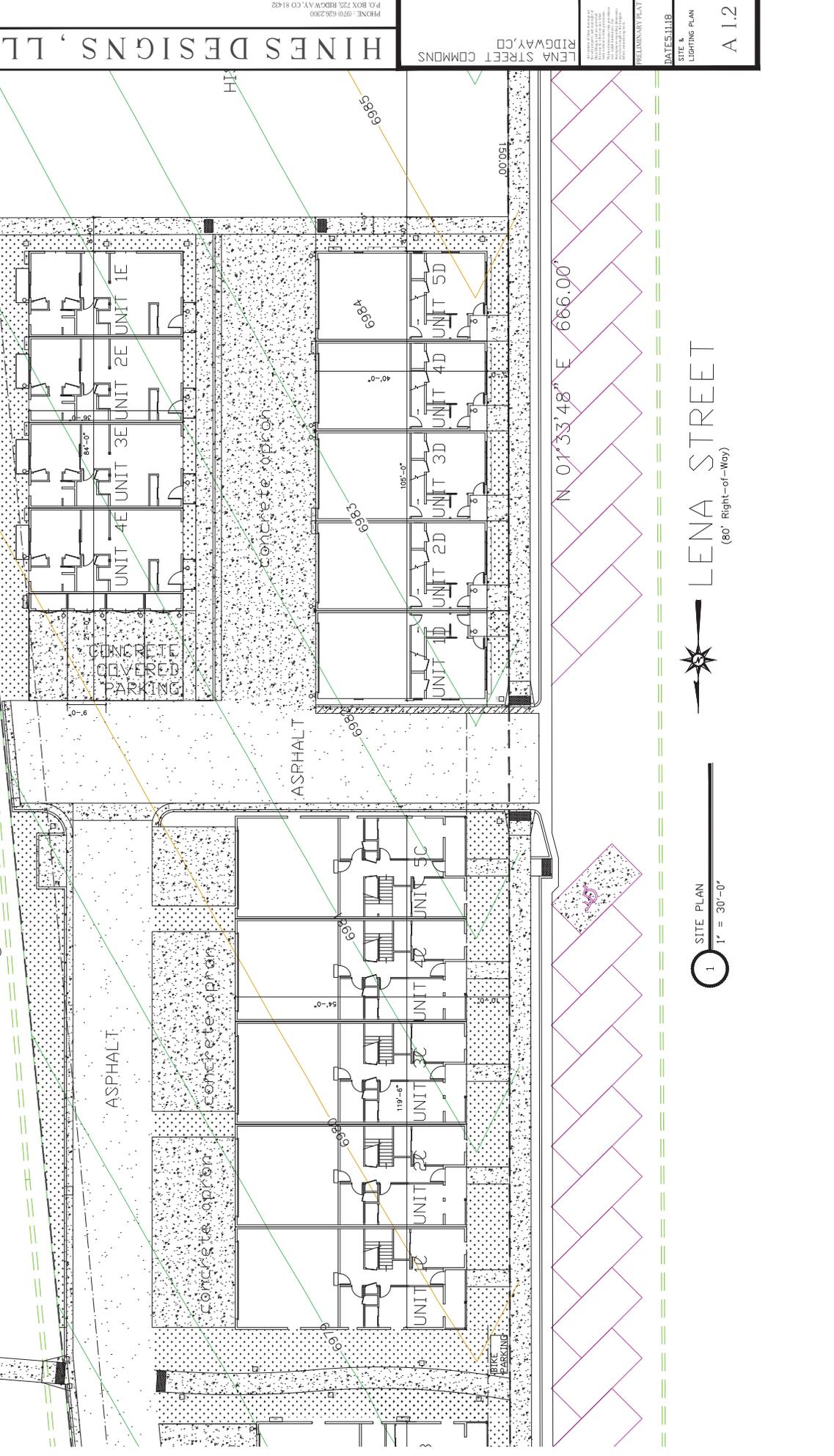
1  
TRASH ENCLOSURE  
1/4" = 1'-0"

2  
TRASH ENCLOSURE  
1/4" = 1'-0"

3  
TRASH ENCLOSURE  
1/4" = 1'-0"

4  
TRASH ENCLOSURE  
1/4" = 1'-0"

5  
TRASH ENCLOSURE  
1/4" = 1'-0"



1  
SITE PLAN  
1" = 30'-0"



LENA STREET  
(80' Right-of-Way)

A 1.2

PRELIMINARY PLAN

DATE: 5/11/18  
SITE & LIGHTING PLAN

LENA STREET COMMONS  
RIDGWAY, CO

HINES DESIGNS, LLC

PHONE: 970.626.2200  
P.O. BOX 723 RIDGWAY, CO 81432

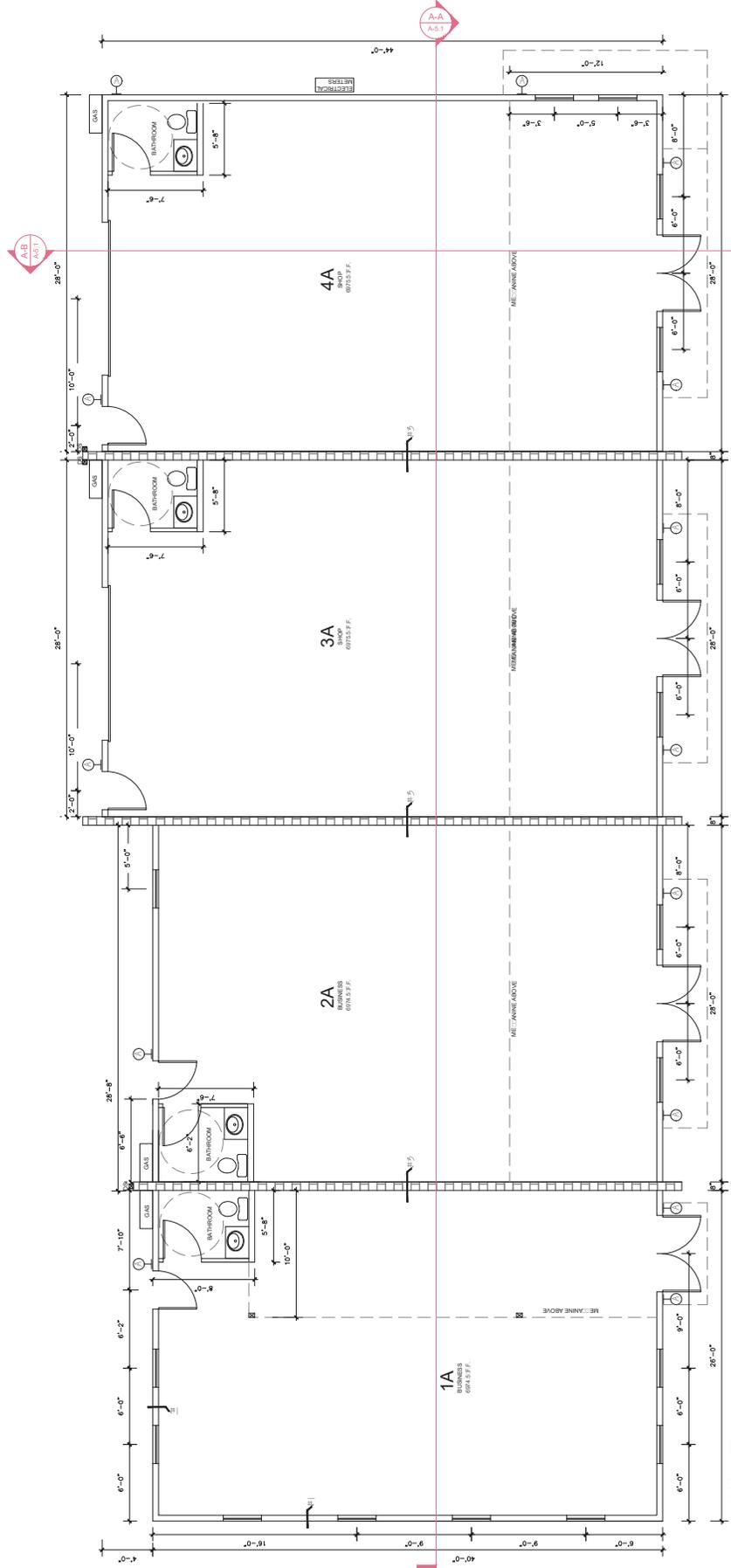
All contents of these drawings are the property of Hines Design and are not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without written permission. Hines Design and its affiliates shall not be held responsible for any errors or omissions. Any use of these drawings without the written consent of Hines Design is strictly prohibited.

PRELIMINARY PLAT

DATE: 5.30.18

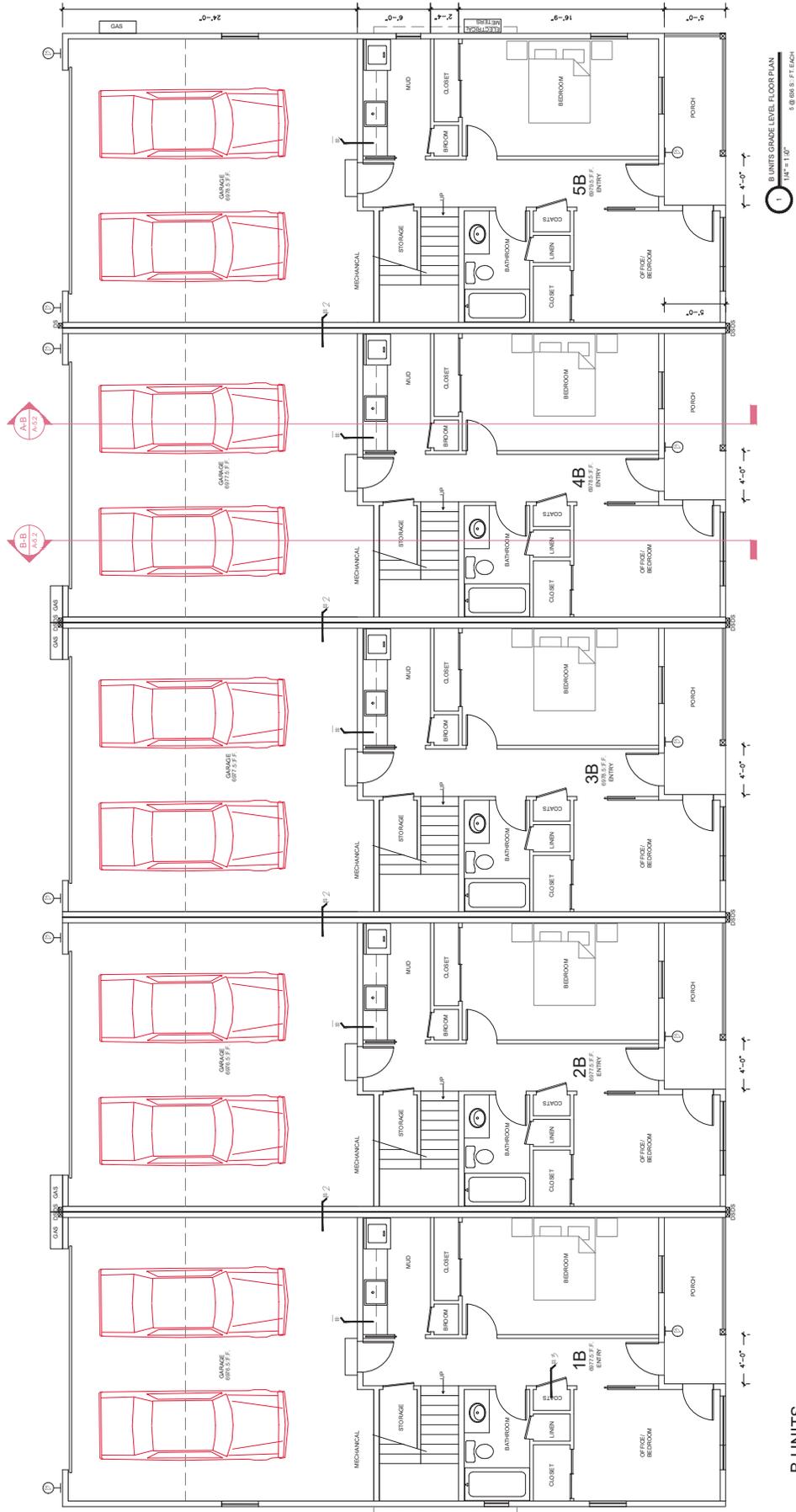
UNIT A  
FLOOR PLAN

A2.1



A UNITS	
<p><b>CONSTRUCTION NOTES:</b></p> <ul style="list-style-type: none"> <li>TYPE A - DARK SKY COMPLIANT</li> <li>TYPE A - DARK SKY COMPLIANT</li> <li>MECHANICAL ABOVE RESTROOM</li> <li>TENANT TO FINISH OUT</li> <li>WALL DETAIL □ = 3 HOUR FIRE RATED WALL</li> <li>WALL DETAIL □ = 1 HOUR FIRE RATED WALL</li> <li>4" SIDE SETBACK</li> </ul>	<p><b>CONSTRUCTION NOTES:</b></p> <ul style="list-style-type: none"> <li>TYPE A - DARK SKY COMPLIANT</li> <li>MECHANICAL ABOVE RESTROOM</li> <li>TENANT TO FINISH OUT</li> <li>WALL DETAIL □ = 3 HOUR FIRE RATED WALL</li> <li>WALL DETAIL □ = 1 HOUR FIRE RATED WALL</li> <li>4" SIDE SETBACK</li> </ul>
<p><b>FINISHING - GENERAL COMMERCIAL</b></p> <ul style="list-style-type: none"> <li>TYPE A - DARK SKY COMPLIANT</li> <li>27'x UNITS @ 1,233 S.F. &amp; 27'x UNIT @ 1,120 S.F.</li> <li>ONE LEVEL W/ME--ANNE = 21'-0" BUILDING HEIGHT</li> <li>RE--UEST: 5'-8" FRONT SETBACK</li> <li>4'-0" SIDE SETBACK</li> </ul>	<p><b>FINISHING NOTES:</b></p> <ul style="list-style-type: none"> <li>TYPE A - DARK SKY COMPLIANT</li> <li>MECHANICAL ABOVE RESTROOM</li> <li>TENANT TO FINISH OUT</li> <li>WALL DETAIL □ = 3 HOUR FIRE RATED WALL</li> <li>WALL DETAIL □ = 1 HOUR FIRE RATED WALL</li> <li>4" SIDE SETBACK</li> </ul>

1 UNIT A - FLOOR PLAN  
1/8" = 1'-0"



**B UNITS**

CONSTRUCTION NOTES:  
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
 CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
 MECHANICAL SYSTEM IN GARAGE  
 ALL WALLS SHALL BE 1 HOUR FIRE RATED WALL  
 WALL DETAIL 1 = 1 HOUR FIRE RATED WALL

LIGHTING NOTES:  
 TYPE B - DARK SKY COMPLIANT  
 DOWNSPOUT LOCATION

USING - GENERAL COMMERCIAL  
 USE - HIGH DENSITY RESIDENTIAL  
 3" UNITS @ 1.647 S.F. & 2" UNITS @ 1.651 S.F.  
 TWO CAR GARAGE 25'-9" BLDG. HT.  
 REUSE: 2.37  
 5'-0" FRONT SETBACK

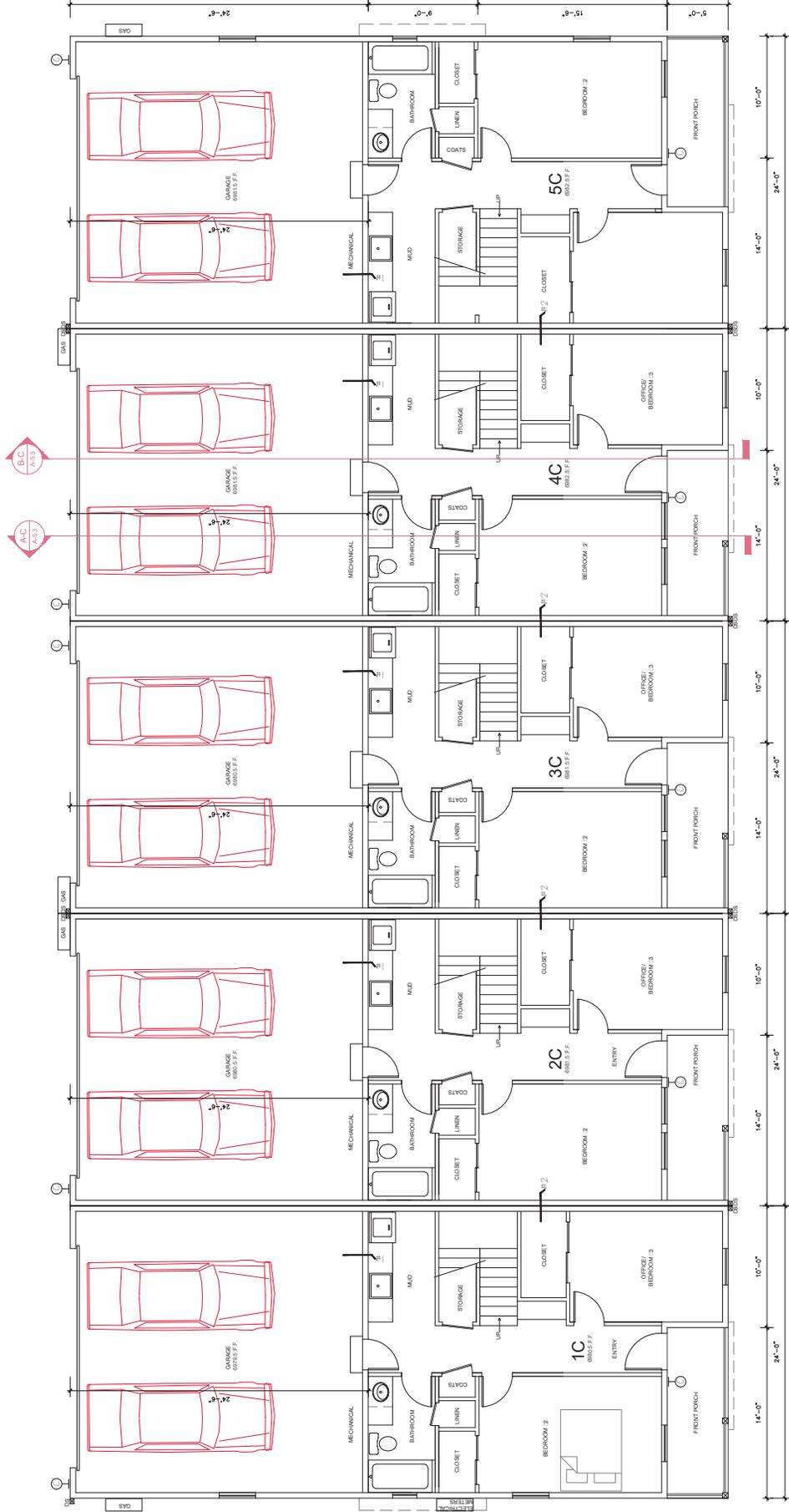


(In terms of floor coverage) if  
this design is not intended  
to be used for any other  
work, it is to be used for  
no other purpose. For  
more information, see  
the contract documents.  
DATE: 3.30.18

PRELIMINARY PLAT

DATE: 3.30.18  
UNITS  
LEVEL  
FLOOR PLAN

# A 2.4



1 UNIT C GRADE LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"

### C UNITS

<p>CONSTRUCTION NOTES: CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE TYPE C - DARK SKY COMPLIANT MECHANICAL SYSTEM IN GARAGE WALL DETAIL: 2" = 2 HOUR FIRE RATED WALL WALL DETAIL: 1" = 1 HOUR FIRE RATED WALL</p>	<p>LIGHTING NOTES: TYPE C - DARK SKY COMPLIANT DOWNSPROUT LOCATION</p>
--	--

UNITING = GENERAL COMMERCIAL  
USE - HIGH DENSITY RESIDENTIAL  
UNITS @ 1,680 S.F.  
TWO STORY / TWO CAR GARAGE-2527  
RE-USE: 24.37' LOT WIDTH  
10.37' FRONT SETBACK

All portions of these drawings are the property of Hines Design, Inc. and shall remain the property of Hines Design, Inc. until such time as they are returned to Hines Design, Inc. in writing. Hines Design, Inc. shall not be held responsible for any errors or omissions in these drawings. Hines Design, Inc. shall not be held responsible for any construction work.

PRELIMINARY PLAN

DATE: 3.30.18

UNITS LEVEL  
FLOOR PLAN

### A 2.5



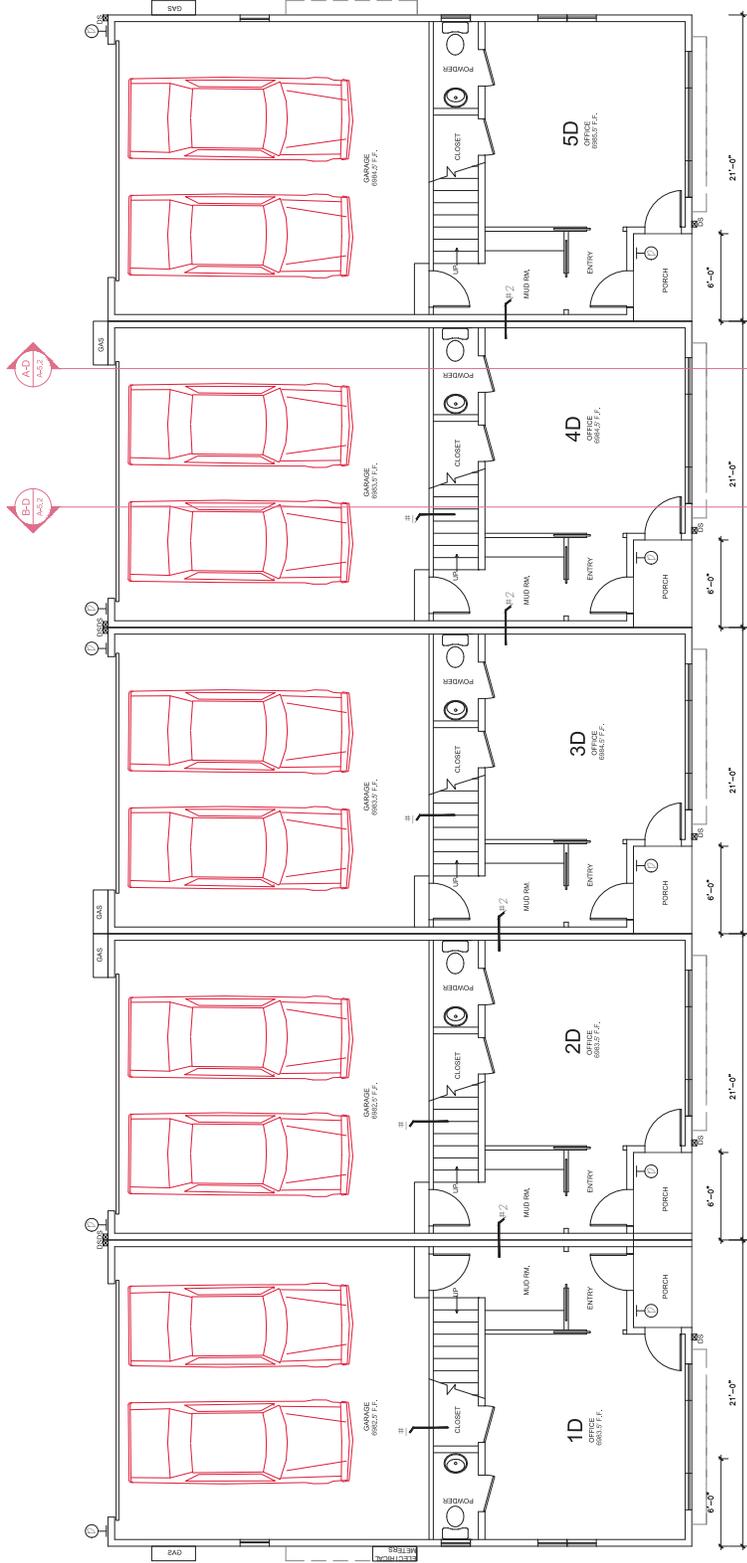
UNIT C SECOND LEVEL FLOOR PLAN  
SCALE: 1/8" = 1'-0"  
28' 0" x 88' 0" FT.

**C UNITS**

CLADDING - GENERAL COMMERCIAL  
ROOFING - 2" MIN. INSULATION OVER 1/2" GYP BOARD  
100' UNITS @ 1,162 S.F. & 10' UNITS @ 1,688 S.F. FT.  
TWO STORY WITH TWO CAR GARAGE-25.37 BLDG. HT.  
RE-USE: 24.57 LOT WIDTH  
10.57 FRONT SETBACK

CONSTRUCTION NOTES:  
CONCRETE SCAB ON GRADE FOUNDATION IN GARAGE  
CRACKS IN GARAGE FLOOR TO BE REPAIRED TO GRADE LEVEL  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL 12 = 2 HOUR FIRE RATED WALL  
WALL DETAIL 11 = 1 HOUR FIRE RATED WALL

LIGHTING NOTES:  
TYPE C - DARK SKY COMPLIANT  
DOWNSPOUT LOCATION



1 D UNITS GROUND LEVEL FLOOR PLAN  
1/4" = 1'-0"  
38'-800' x 5,600'

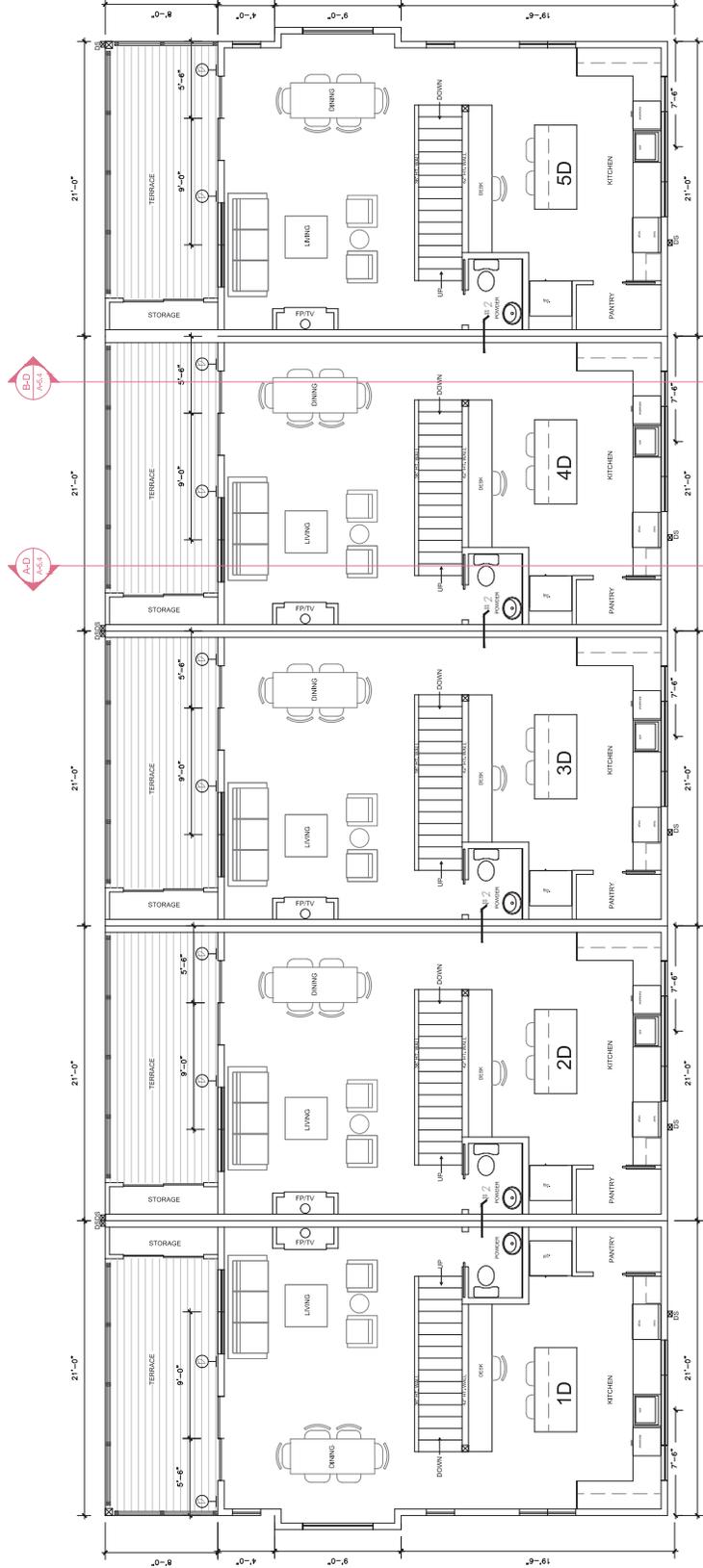
**D UNITS**

ZONING = GENERAL COMMERCIAL  
USE = HIGH DENSITY RESIDENTIAL  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL #2 = 2 HOUR FIRE RATED WALL  
WALL DETAIL #1 = 1 HOUR FIRE RATED WALL  
HEIGHT VARIANCE TO 35'-0" BLDG. HT.

CONSTRUCTION NOTES:  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL #2 = 2 HOUR FIRE RATED WALL  
WALL DETAIL #1 = 1 HOUR FIRE RATED WALL  
HEIGHT VARIANCE TO 35'-0" BLDG. HT.

LIGHTING NOTES:  
TYPED - DARK SKY COMPLIANT  
# DOWNSPOUT LOCATION

THIS PROJECT IS THE PROPERTY OF HINES DESIGNS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HINES DESIGNS. THIS DRAWING IS THE PROPERTY OF HINES DESIGNS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF HINES DESIGNS.



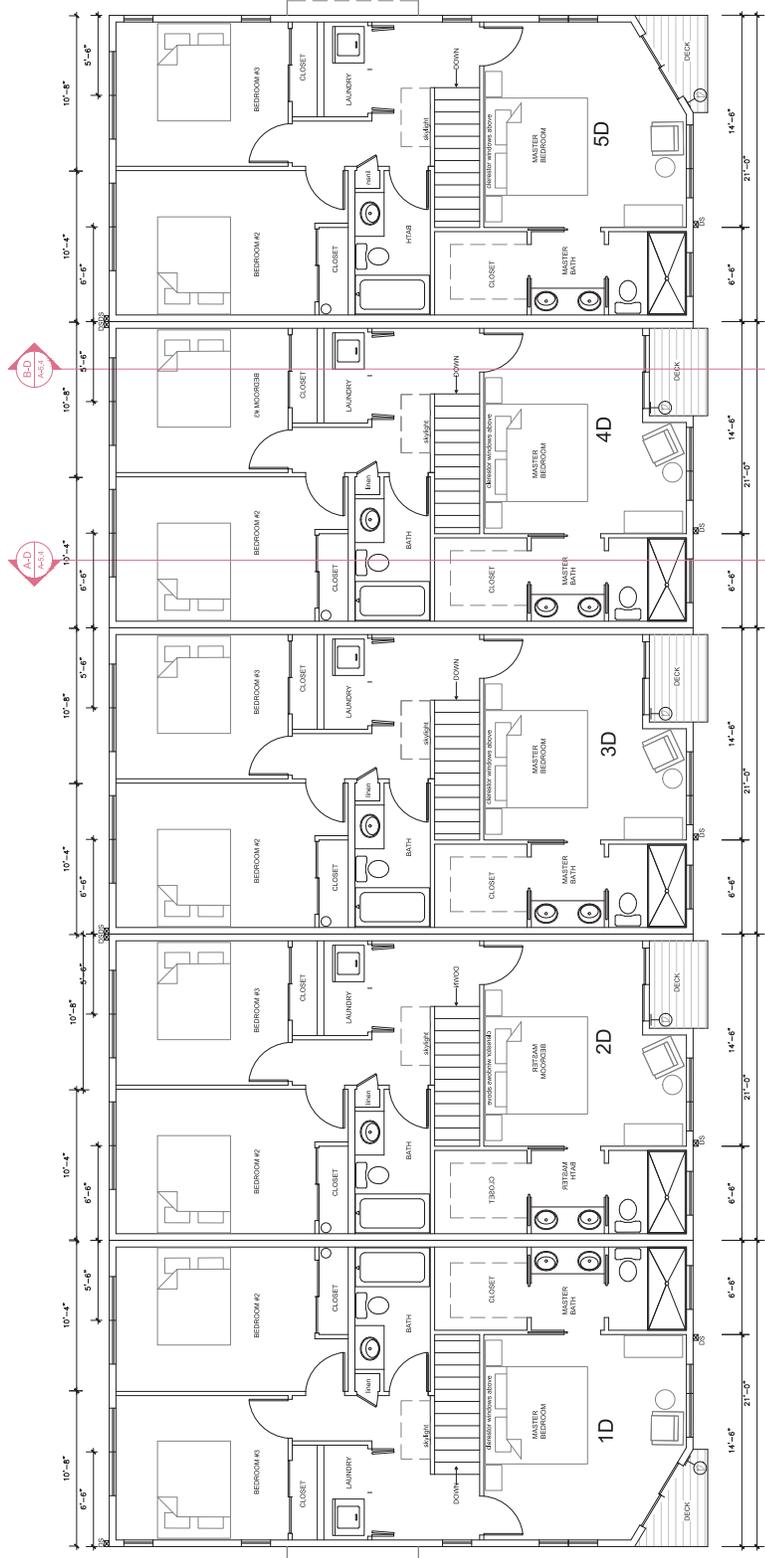
1 D UNITS SECOND LEVEL FLOOR PLAN  
1/4" = 1'-0"  
3 @ 65 SQ. FT. EACH  
2 @ 87 SQ. FT. EACH

**D UNITS**

ZONING = GENERAL COMMERCIAL  
USE = HIGH DENSITY RESIDENTIAL  
UNITS @ 7,884 SQ. FT. & 70' UNITS @ 1,073 SQ. FT.  
CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
THREE (3) STAIRS TO BE PROVIDED FOR EACH UNIT  
REQUEST = 5'-0" FRONT SET BACK  
21'-0" LOT WIDTH  
HEIGHT VARIANCE TO 35'-0" BLDG. HT.

CONSTRUCTION NOTES:  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
WALL DETAIL #2 = 2 HOUR FIRE RATED WALL  
WALL DETAIL #1 = 1 HOUR FIRE RATED WALL

LIGHTING NOTES:  
TYPE D - DARK SKY COMPLIANT  
DOWNSPOUT LOCATION



1 D UNITS THIRD LEVEL FLOOR PLAN  
(1/4" = 1'-0")  
835.00 FT. EACH

**CONSTRUCTION NOTES:**  
TYPE D - DARK SKY COMPLIANT  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL #2 = 2 HOUR FIRE RATED WALL  
WALL DETAIL #1 = 1 HOUR FIRE RATED WALL

**LIGHTING NOTES:**  
TYPE D - DARK SKY COMPLIANT  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL #2 = 2 HOUR FIRE RATED WALL  
WALL DETAIL #1 = 1 HOUR FIRE RATED WALL

**D UNITS**

ZONING = GENERAL COMMERCIAL  
UNIT TYPE = 37' UNITS @ 1,884 SQ. FT. / 27' UNITS @ 1,873 SQ. FT.  
THREE STORY W/ TWO CAR GARAGE 35'-0" BLDG. HT.  
REQUEST = 5'-0" FRONT SET BACK  
4'-0" LOT FRONT SETBACK  
HEIGHT VARY TO 35'-0" BLDG. HT.

**CONSTRUCTION NOTES:**  
FOUNDATION IN GARAGE  
CRACKS IN CONCRETE AT GRADE LEVEL  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL #2 = 2 HOUR FIRE RATED WALL  
WALL DETAIL #1 = 1 HOUR FIRE RATED WALL



CONSTRUCTION NOTES:  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
GARAGE FLOOR FINISH TO BE 1/2" BELOW GARAGE  
FLOOR FINISH TO BE 2" BELOW GARAGE  
WALL DETAIL 72" - 2 HOUR FIRE RATED WALL

E UNITS  
ZONING = GENERAL COMMERCIAL  
USE = HIGH DENSITY RESIDENTIAL  
4 UNITS @ 720 EA. @ 21'-3" BUILDING HEIGHT  
REQUEST: ADJUSTMENT OF REAR SETBACK @ POST  
CONDITIONAL USE = ONE NON-ATTACHED PARKING SPACE

LIGHTING NOTES:  
TYPE E - DARK SKY COMPLIANT  
DOWNSPOUT LOCATION

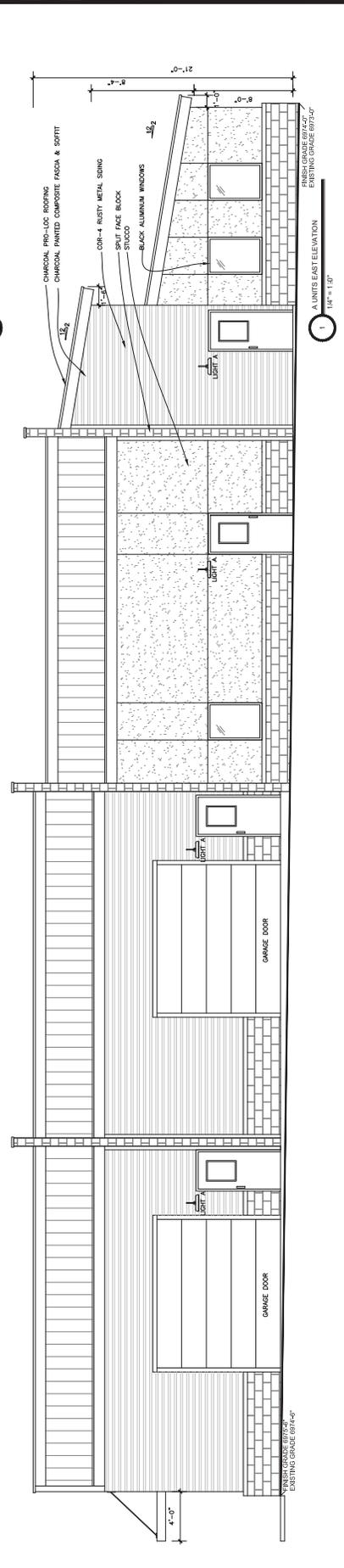
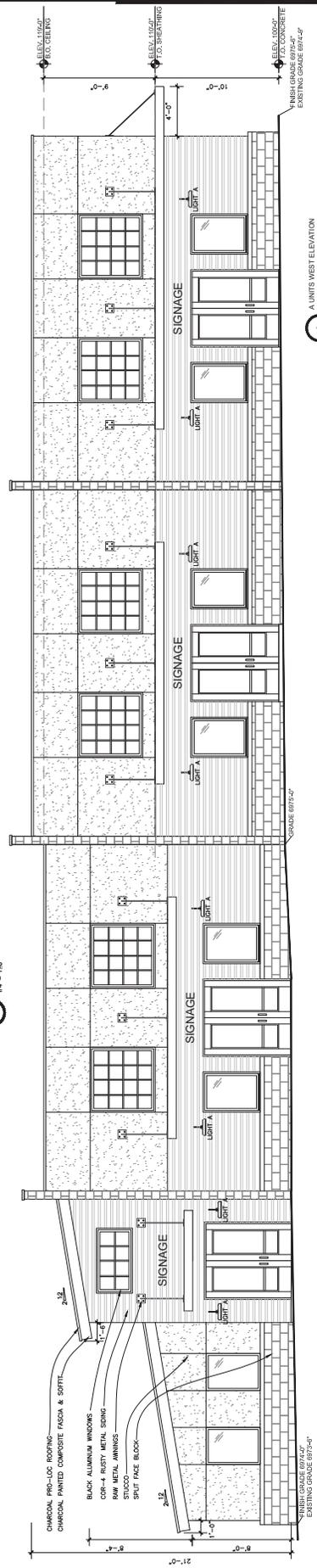
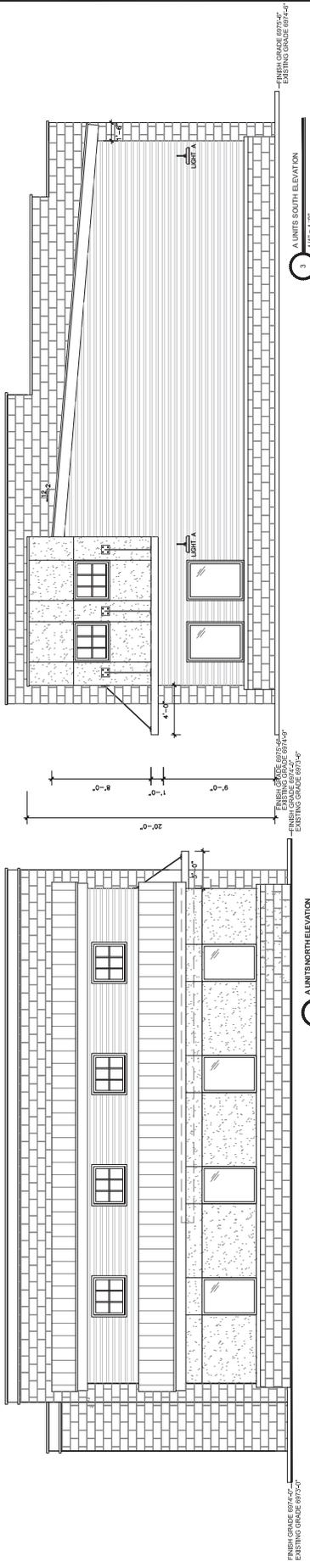
ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER BUILDING DEPARTMENT (CDD) CODE. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER BUILDING DEPARTMENT (CDD) CODE. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF DENVER BUILDING DEPARTMENT (CDD) CODE.

PRELIMINARY PLAT

DATE 3/30/18

UNIT A  
BUILDING ELEVATIONS

A 4.1



UNIT A NORTH ELEVATION  
1/4" = 1'-0"

UNIT A SOUTH ELEVATION  
1/4" = 1'-0"

UNIT A WEST ELEVATION  
1/4" = 1'-0"

UNIT A EAST ELEVATION  
1/4" = 1'-0"



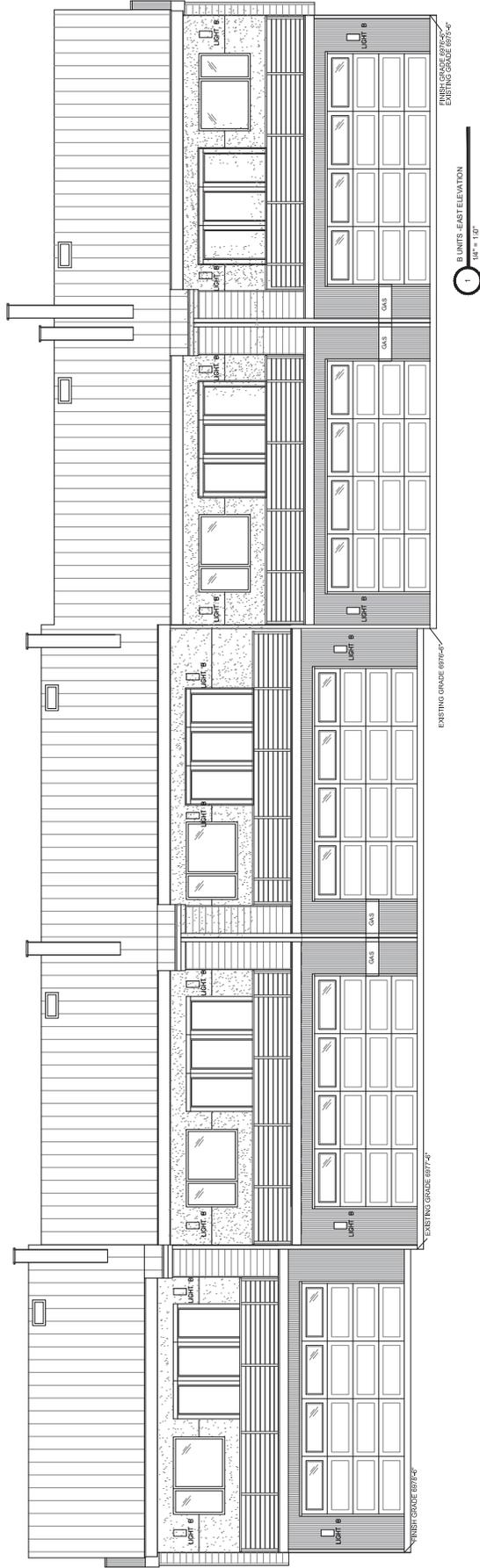
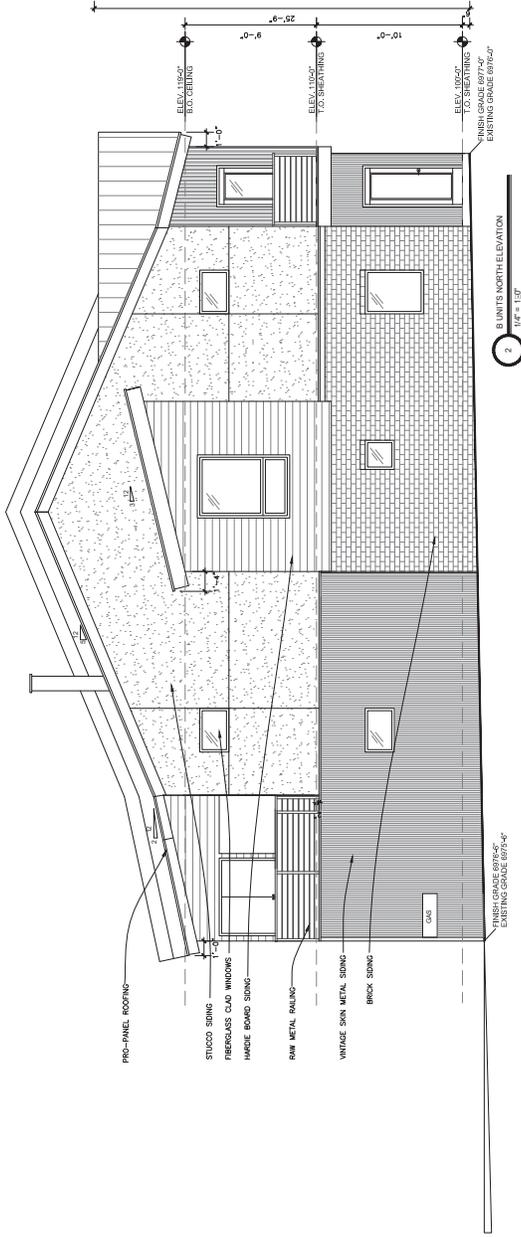
PRELIMINARY PLAT  
 DATE: 11.14.17  
 UNITS  
 EXTERIOR ELEVATIONS

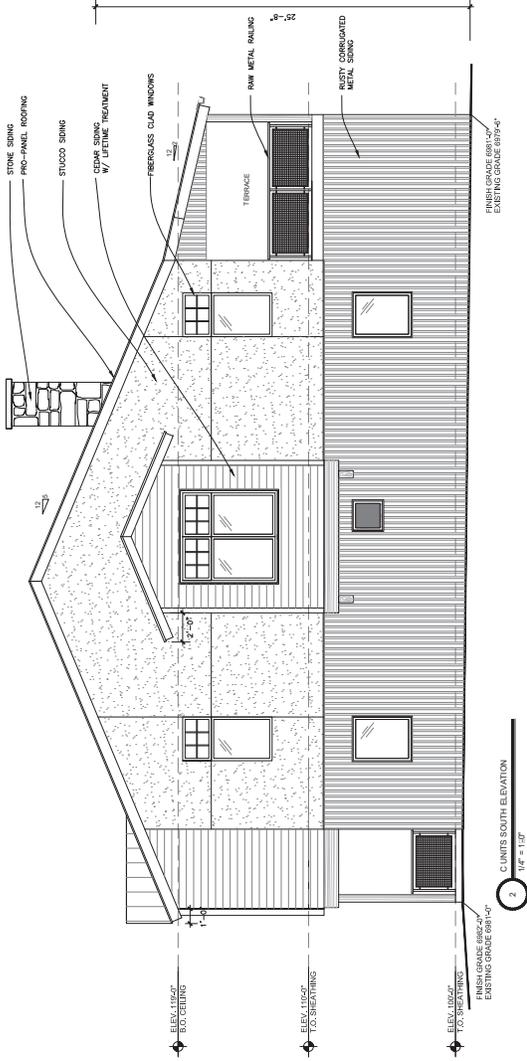
PRELIMINARY PLAT

DATE: 11.14.17

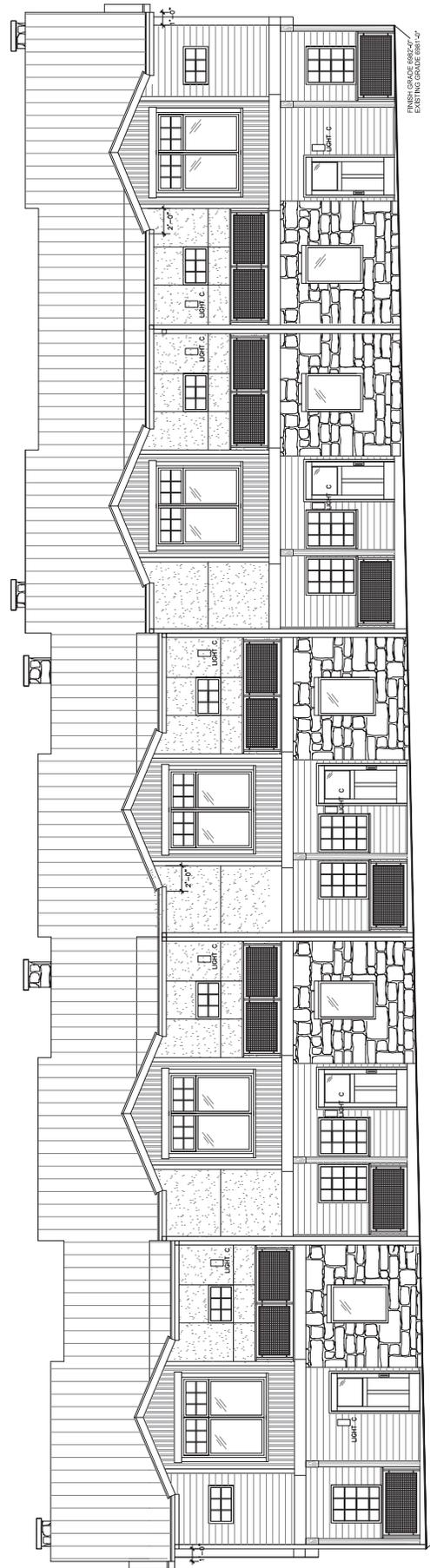
UNITS  
 EXTERIOR ELEVATIONS

A4.3





2 C UNITS SOUTH ELEVATION  
1/8" = 1'-0"



1 C UNITS WEST ELEVATION  
1/8" = 1'-0"

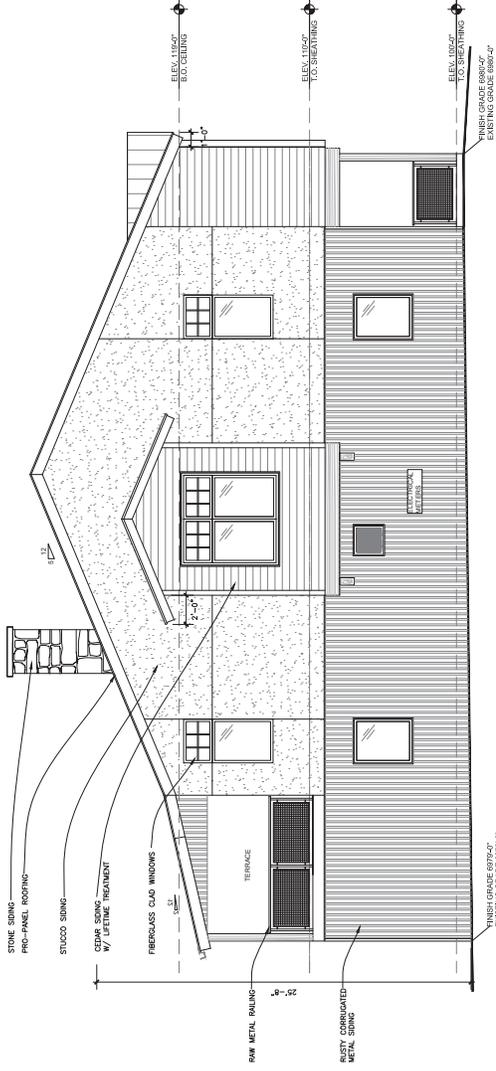
2 C UNITS EAST ELEVATION  
1/8" = 1'-0"

All elevations are based on the current site plan and are subject to change without notice. All elevations are based on the current site plan and are subject to change without notice. All elevations are based on the current site plan and are subject to change without notice.

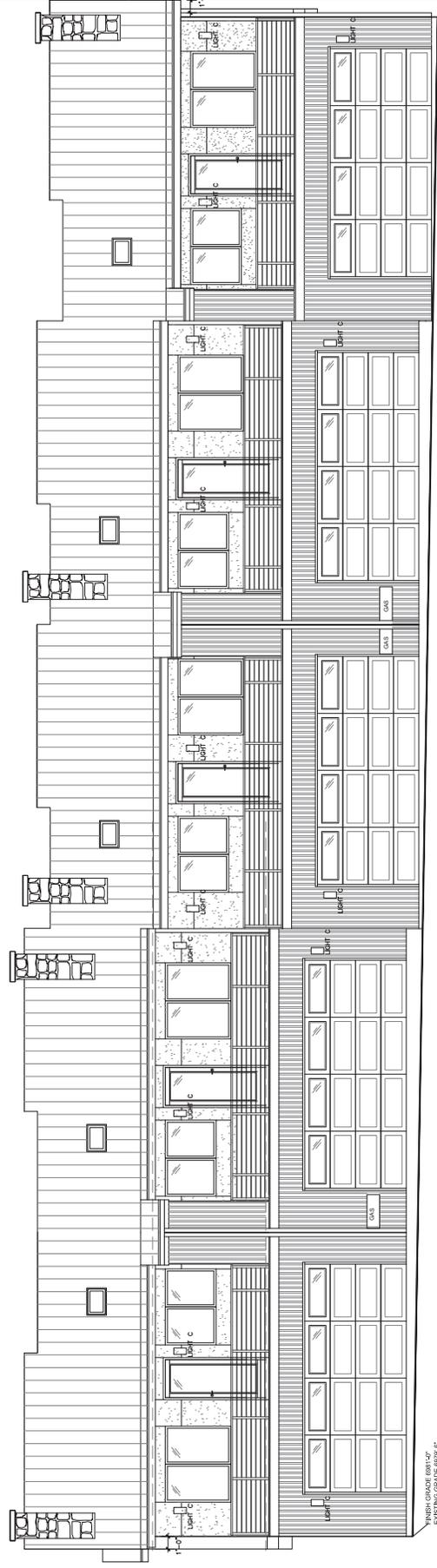
PRELIMINARY PLAT

DATE: 11.14.17

CUNITS BUILDING ELEVATIONS



2 C UNITS NORTH ELEVATION  
1/8" = 1'-0"



3 C UNITS EAST ELEVATION  
1/8" = 1'-0"

FINISH GRADE 8976'-4"  
EXISTING GRADE 8974'-4"

FINISH GRADE 8976'-4"  
EXISTING GRADE 8974'-4"



# HINES DESIGNS

PHONE : (970) 626.2300  
188 Mare Street Ridgway, CO 81432

LENA STREET COMMONS  
RIDGWAY, CO

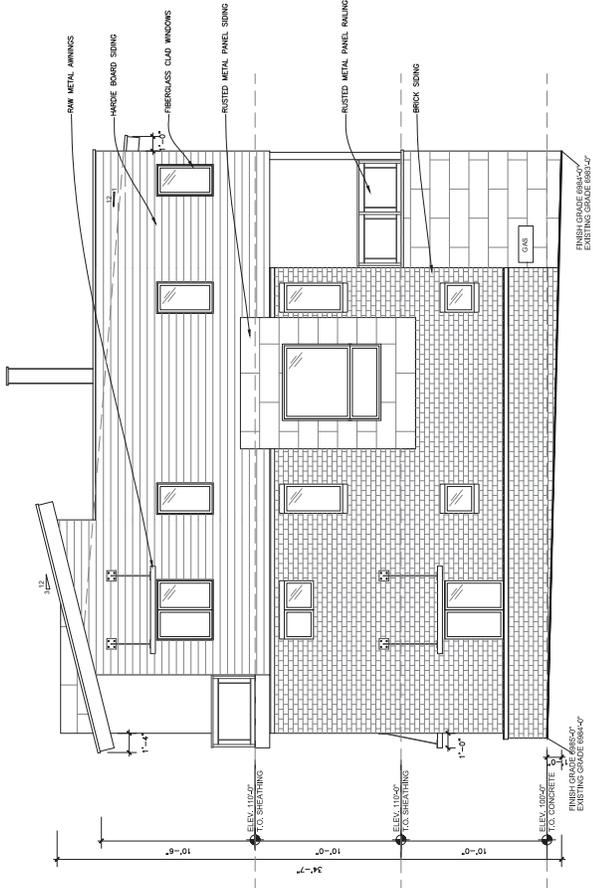
A covering of these drawings and their contents shall be void if they are not signed and sealed by the architect. No part of these drawings shall be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of the architect.

PRELIMINARY PLAT

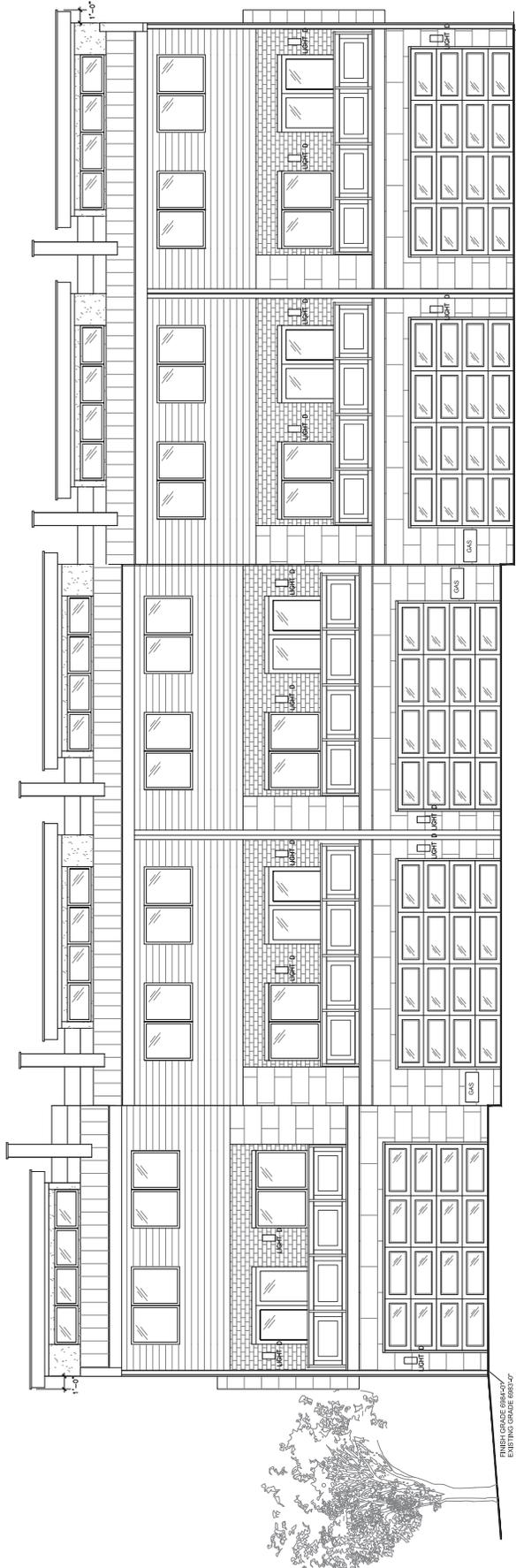
DATE: 11.14.17

DUNITS,  
ELEVATIONS

A4.7



2 DUNITS SOUTH ELEVATION  
1/4" = 1'-0"



1 DUNITS EAST ELEVATION  
1/4" = 1'-0"

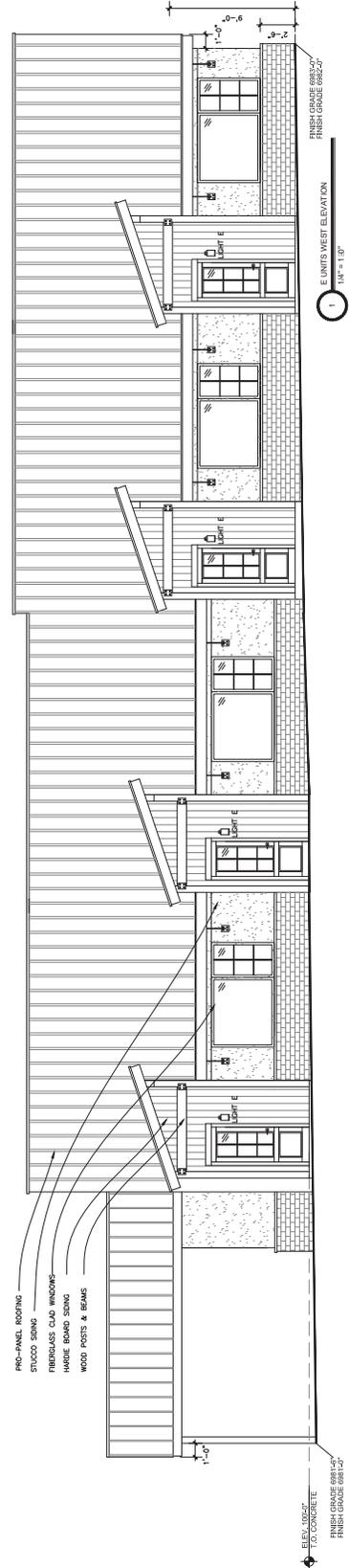
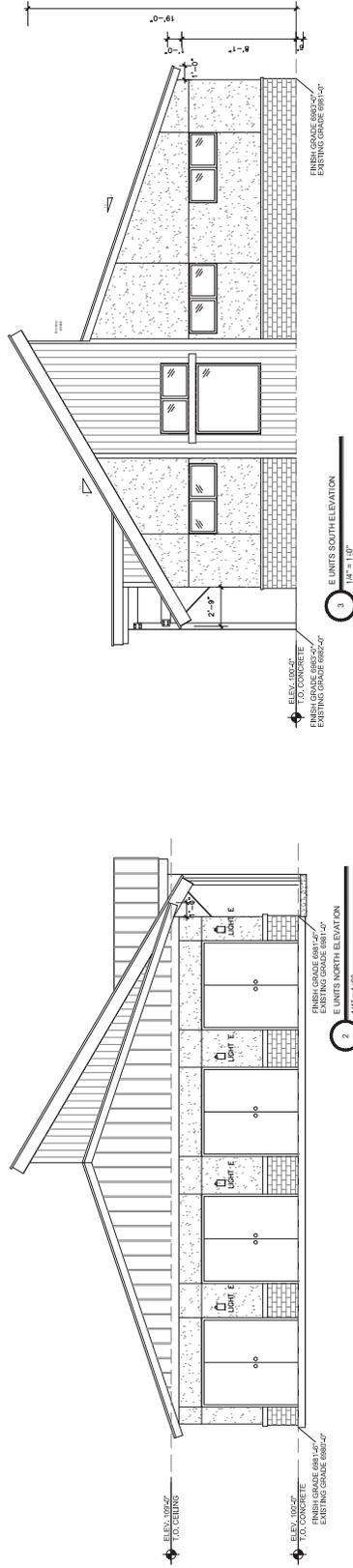
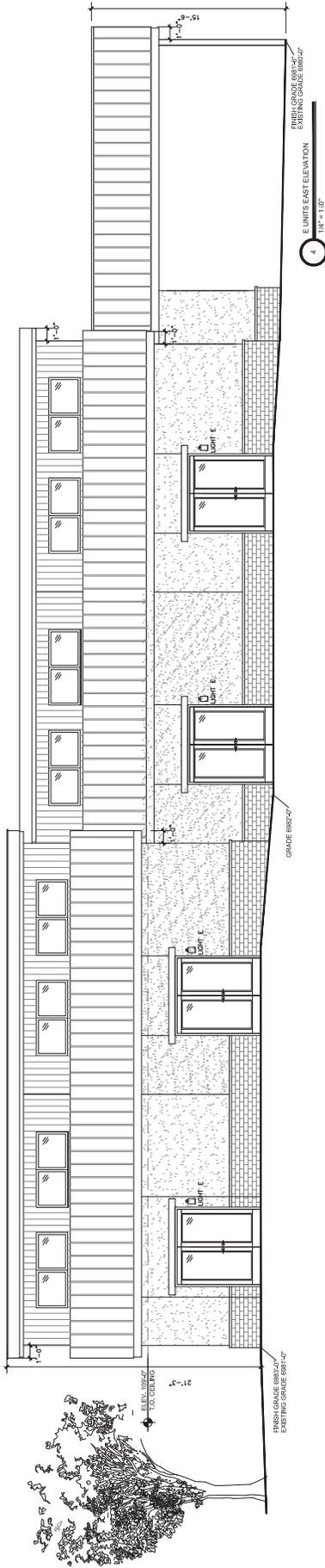
THIS DOCUMENT IS THE PROPERTY OF HINES DESIGNS AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT PERMISSION IN WRITING FROM HINES DESIGNS, NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT PERMISSION IN WRITING FROM HINES DESIGNS, NO PART OF THIS DOCUMENT IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

PRELIMINARY PLAT

DATE: 11.14.17

E. UNITS BUILDING ELEVATIONS

A4.8



- PRO-PANEL ROOFING
- STUCCO SIDING
- FIBERGLASS CLAD WINDOWS
- HARDIE BOARD SIDING
- WOOD POSTS & BEAMS

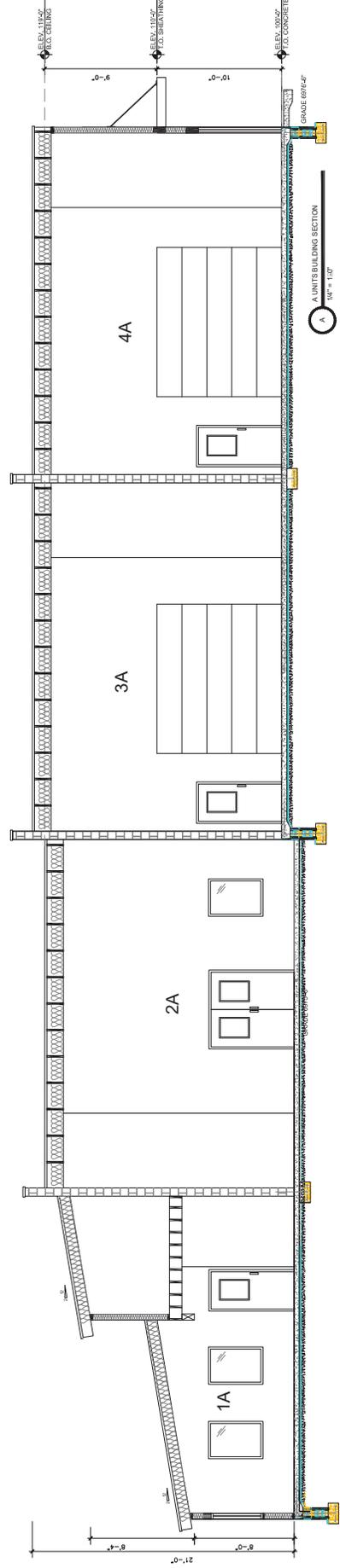
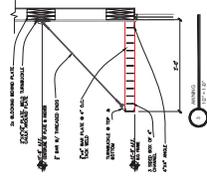
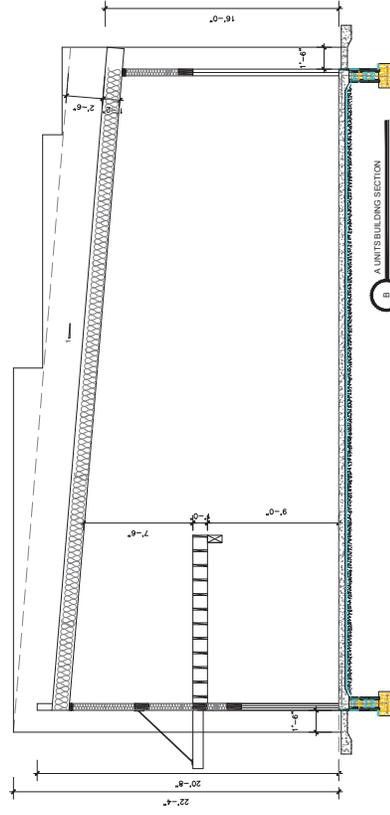
All dimensions and elevations are in feet and inches unless otherwise noted. All dimensions are to the center of the member unless otherwise noted. All dimensions are to the center of the member unless otherwise noted. All dimensions are to the center of the member unless otherwise noted.

PRELIMINARY PLAT

DATE: 8.25.17

UNIT A BUILDING SECTIONS

A 5.1



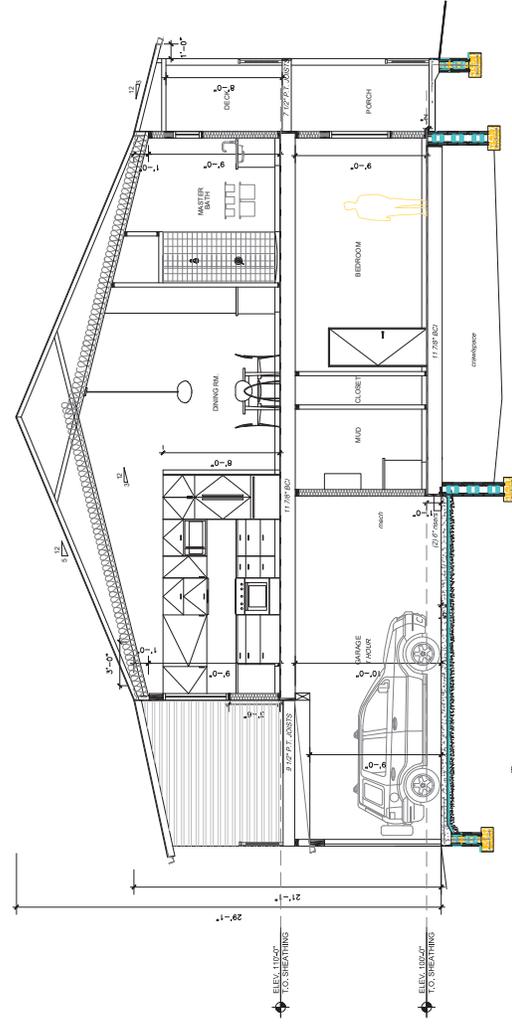
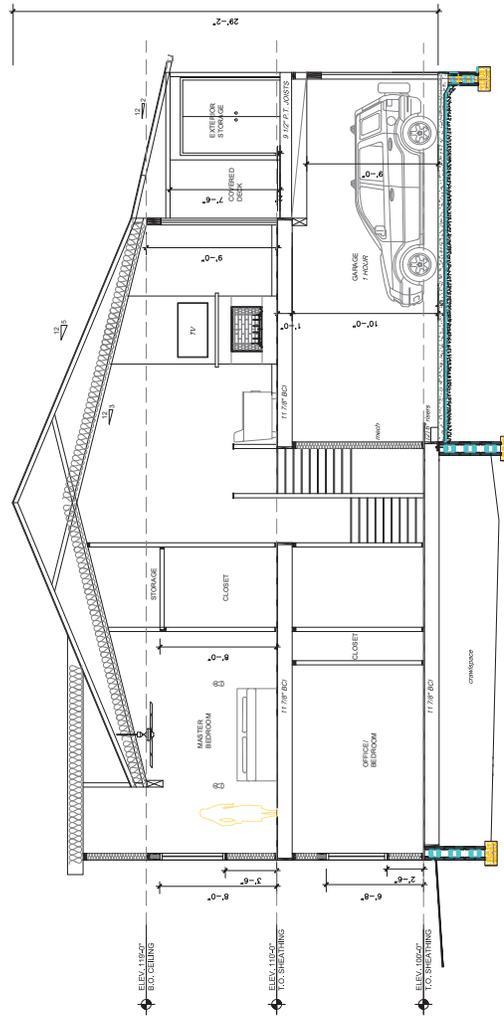
All dimensions are based on the centerline of the building unless otherwise noted. All dimensions are in feet and inches. All dimensions are to the centerline of the building unless otherwise noted. All dimensions are to the centerline of the building unless otherwise noted. All dimensions are to the centerline of the building unless otherwise noted.

PRELIMINARY PLAT

DATE: 8.25.17

SECTION A-B UNITS

A5.2

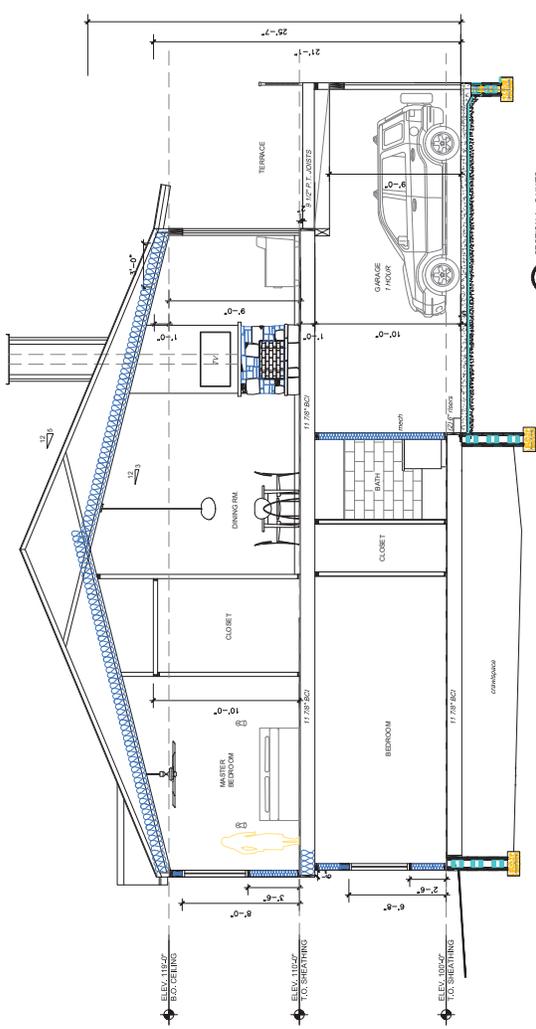
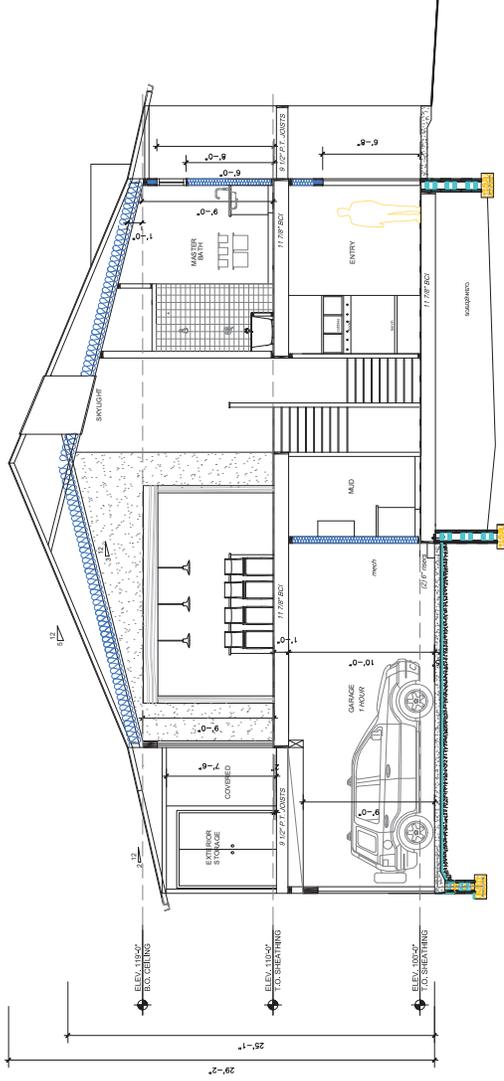


All dimensions shown on drawings are in feet and inches unless otherwise noted. All dimensions are to the centerline of walls, unless otherwise noted. All dimensions are to the centerline of walls, unless otherwise noted. All dimensions are to the centerline of walls, unless otherwise noted.

PRELIMINARY PLAT

DATE: 8.25.17

LENA STREET COMMONS  
BUILDING SECTIONS



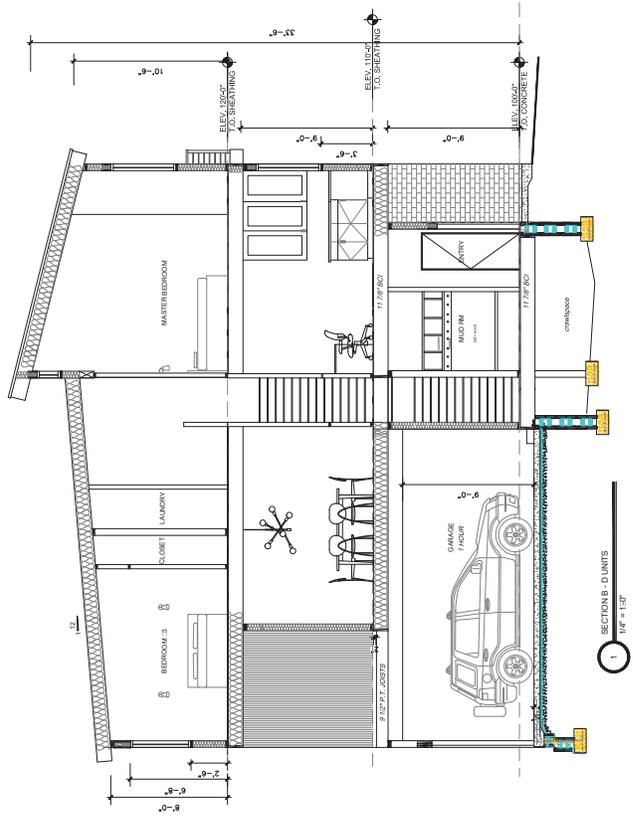
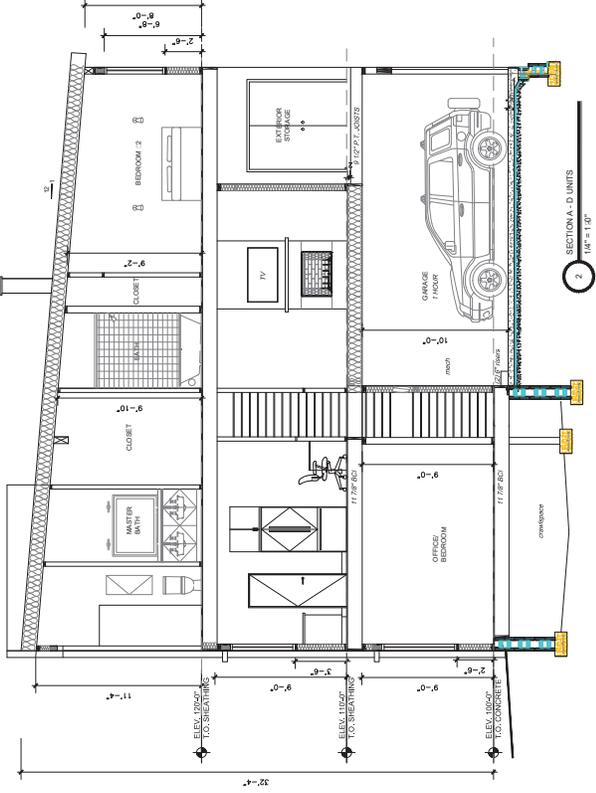
# HINES DESIGNS

188 Main Street, Ridgway, CO 81432  
 PHONE: (970) 626.2300

LENA STREET COMMONS  
 RIDGWAY, CO

PRELIMINARY PLAT  
 DATE: 11.14.17  
 DRAWING NO.:  
 BUILDING SECTIONS

A5.4



PLEASE NOTE: THESE DRAWINGS ARE PRELIMINARY AND SUBJECT TO CHANGE WITHOUT NOTICE. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL, STATE, AND FEDERAL AUTHORITIES. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THESE DRAWINGS. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY THE CLIENT OR ANY OTHER SOURCE. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF ANY INFORMATION PROVIDED BY THE CLIENT OR ANY OTHER SOURCE.

# HINES DESIGNS

PHONE: (970) 626-2300  
188 Main Street Ridgway, CO 81432

LENA STREET COMMONS  
RIDGWAY, CO

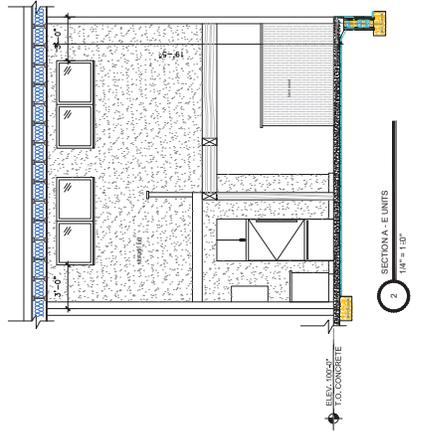
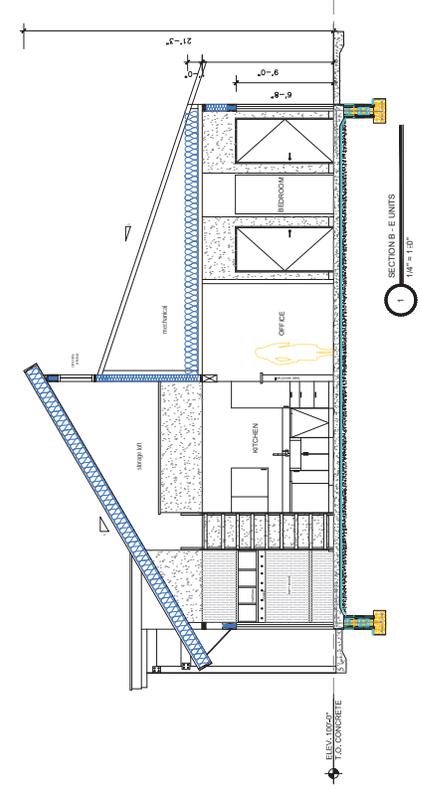
PRELIMINARY PLAT  
ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE CODES.  
IF ANY DISCREPANCIES ARE FOUND BETWEEN THIS SET AND ANY OTHER SETS, THIS SET SHALL CONTROL.  
NO PART OF THIS SET SHALL BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF HINES DESIGNS.  
THIS SET IS THE PROPERTY OF HINES DESIGNS AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON.  
IT IS THE RESPONSIBILITY OF THE USER TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES BEFORE CONSTRUCTION BEGINS.

PRELIMINARY PLAT

DATE: 8/25/17

E UNITS  
BUILDING SECTIONS

A5.5



**IRRIGATION SCHEDULE**

SYMBOL	MANUFACTURER/DESCRIPTION	QTY	DETAIL
⊕	Rain Bird 18004 8 Series MPR with Co-Molded Wye 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 10 Series MPR 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 12 Series MPR 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 14 Series MPR 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 16 Series MPR 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 18 Series MPR 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 20 Series MPR 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 22 Series MPR 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 24 Series MPR 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 26 Series MPR 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 28 Series MPR 1/2" NPT Female Threaded Inlet	30	
⊕	Rain Bird 18004 30 Series MPR 1/2" NPT Female Threaded Inlet	30	

**SYMBOL**

Rain Bird 18004 32 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 34 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 36 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 38 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 40 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 42 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 44 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 46 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 48 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 50 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 52 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 54 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 56 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 58 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 60 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 62 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 64 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 66 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 68 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 70 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 72 Series MPR  
1/2" NPT Female Threaded Inlet

**SYMBOL**

Rain Bird 18004 74 Series MPR  
1/2" NPT Female Threaded Inlet

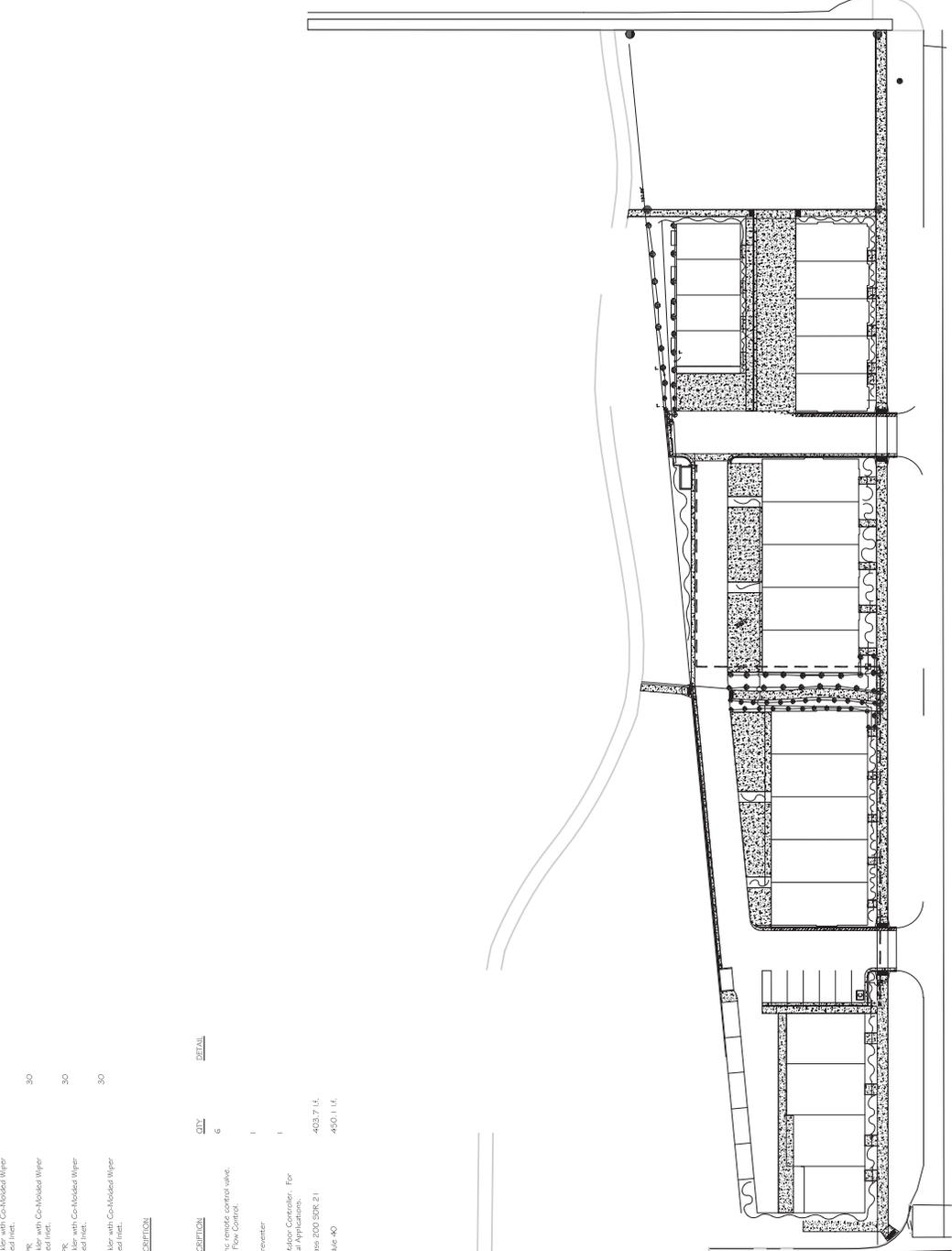
**SYMBOL**

Rain Bird 18004 76 Series MPR  
1/2" NPT Female Threaded Inlet

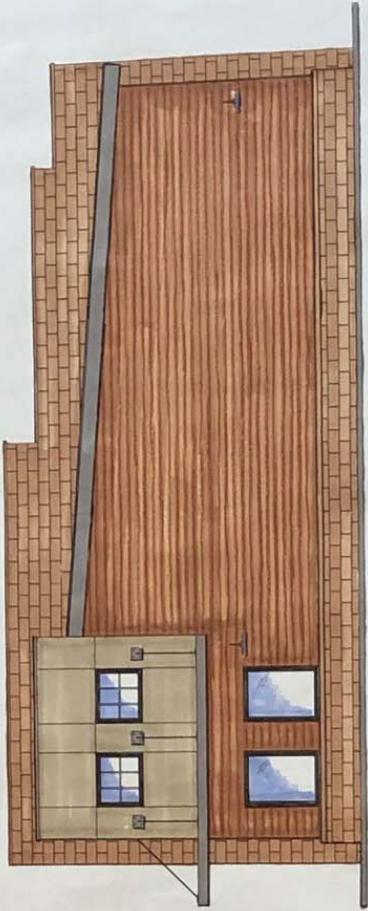
**SYMBOL**

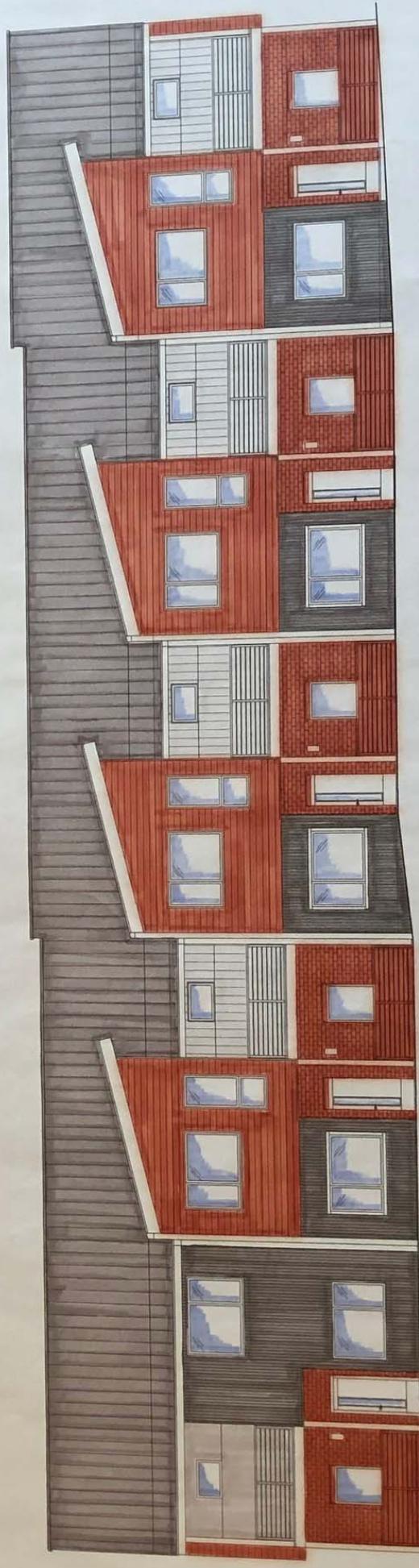
Rain Bird 18004 78 Series MPR  
1/2" NPT Female Threaded Inlet

**Irrigation Notes:**  
 This design is diagrammatic and the mainline is drawn outside of the landscape areas for clarity. All irrigation piping is to be placed inside of landscape beds.  
 All sleeving is to be twice the diameter of the size of the pipe sleeved.  
 Irrigation zones are to have a maximum flow of 13 G.P.M.



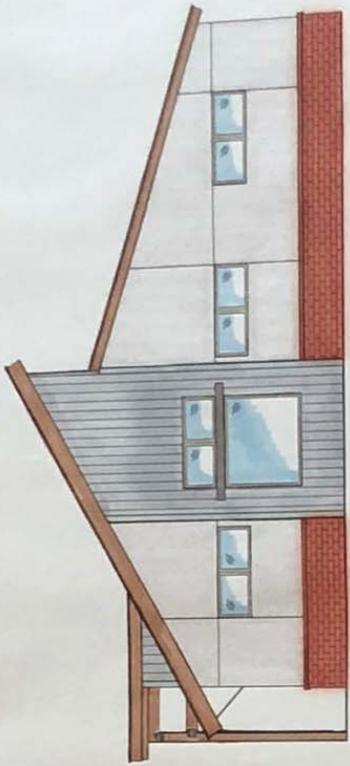
North Arrow  
 Scale: 1" = 10'-0"  
 Sheet 1-01











## JOINT MAINTENANCE AND COST SHARING AGREEMENT

**THIS AGREEMENT** (“**Agreement**”) is entered into and made effective as of \_\_\_\_\_, 2018 (“**Effective Date**”) by and between Lena Street Commons Townhome Association, Inc., a Colorado nonprofit corporation (“**Townhome Association**”) and Lena Street Commons Commercial Condominium Owners Association, Inc., a Colorado nonprofit corporation (“**Commercial Condominium Association**”). Townhome Association and Commercial Condominium Association are sometimes each individually referred to as a “**Party**” and sometimes collectively as the “**Parties**”.

### RECITALS

A. Townhome Association is the duly formed homeowners association formed in connection with The Lena Street Commons Townhomes (“**Townhome Community**”). The Townhome Community includes certain Townhome Lots (“**Townhome Lots**”), which will be improved with residences. The Townhome Community exists pursuant to and in accordance with certain documents (“**Townhome Community Governing Documents**”), including the following:

- (i) The Plat recorded on \_\_\_\_\_ in Reception No. \_\_\_\_\_;  
and
- (ii) The Declaration recorded on \_\_\_\_\_ in Reception No. \_\_\_\_\_.

B. Commercial Condominium Association is the duly formed condominium owners association formed in connection with The Lena Street Commons Commercial Condominiums (“**Commercial Condominium Community**”). The Commercial Condominium Community will include certain commercial condominium units (“**Commercial Units**”). The Commercial Condominium Community exists pursuant to and in accordance with certain documents (“**Commercial Condominium Governing Documents**”), including the following:

- (i) The Plat recorded on \_\_\_\_\_ in Reception No. \_\_\_\_\_;  
and
- (ii) The Declaration recorded on \_\_\_\_\_ in Reception No. \_\_\_\_\_.

C. The Plat establishes certain easements for access, utilities, drainage, landscaping and irrigation and other infrastructure (“**Shared Facilities**”) as described in the Plat, the Townhome Community Governing Documents and the Commercial Condominium Governing Documents which are granted and conveyed to the respective owners of the Townhome Lots and the Commercial Units for their mutual and shared use and benefit.

D. Townhome Association and Commercial Condominium Association wish to establish a mechanism for the shared use, operation, repair and maintenance of the Shared Facilities as well as the allocation of costs and expenses for such undertakings between the Parties.

## AGREEMENTS.

**NOW, THEREFORE**, in consideration of the foregoing recitals are incorporated as the agreements of the Parties, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties further agree as follows:

### 1. Use and Maintenance of the Shared Facilities.

1.1. The Parties agree that their respective use, enjoyment, and operation of the Shared Facilities are subject to the following terms, conditions, restrictions, and understandings:

1.1.1. The use of the Shared Facilities will be restricted to their intended purposes.

1.1.2. The Parties shall not prohibit, limit, restrict, or otherwise interfere with or impede another Party's use of the Shared Facilities, including any driveway areas, for normal ingress and egress and use by any of the other Parties. Normal ingress and egress includes use by family, guests, invitees, tradesmen, contractors, delivery persons and others bound to or returning from any of their respective lots, and by fire, police and other emergency personnel. Parking shall occur only in designated locations and shall not be allowed in any driving or maneuvering areas.

1.1.3. All maintenance, repair, replacement and operation of the Shared Facilities must be performed in a first-class condition and manner and must comply with all permits now or hereafter issued for the Shared Facilities and with all applicable governmental permits, approvals, laws, codes and requirements, including ordinances and regulations of the Town; and

1.1.4. In undertaking such work, the Associations must perform their obligations described herein in a manner to minimize damage, disruption, and inconvenience to the other properties and right-of-ways that may be disturbed or affected by such actions.

### 2. Costs and Expenses for Maintenance of the Shared Facilities.

2.1. The Associations are responsible for jointly maintaining, repairing, replacing, and operating the Shared Facilities ("**Maintenance Work**"). The Maintenance Work must be performed in a first-class condition and manner in accordance with an annual work plan ("**Maintenance Plan**"), mutually prepared, reviewed and approved by the Associations. In connection with the preparation of the Maintenance Plan, the Associations shall prepare a budget ("**Maintenance Budget**") for the estimated cost and expense of undertaking the Maintenance Work ("**Maintenance Work Costs**"). The Maintenance Plan shall provide for the timing and manner for the collection the Maintenance Work Costs. The Parties may elect to retain a third party to develop a Maintenance Plan and Maintenance Budget for the Maintenance Work,

2.2. The Maintenance Budget is not intended to be a guaranty of the Maintenance Work Costs and that the Parties must share in and promptly pay the Maintenance Work Costs actually incurred from time to time.

2.3. The Maintenance Work shall include the repair and maintenance of Utilities that have been installed by the Parties and serve their respective properties as reasonably required from time to time; provided, however, the Parties shall cooperate and assist each other in pursuing agreements with the Town of Ridgway by which the Town agrees to undertake maintenance and repair of the water and sewer

utilities serving the properties and the pertinent utility providers with respect to the maintenance and repair of the respective utilities they operate, without cost to the Parties.

2.4. Maintenance Work for the shared driveway and walkways will consist of at least the following non-exclusive matters and performed in a first-class condition and commercially reasonable standard for similar styled roads in a mountain town environment.

2.4.1. Crack sealing and filling to prevent water penetrating the pavement section from the top.

2.4.2. Routine maintenance to prevent build-up of sediments, debris, and encroaching vegetation as well as to provide site specific inspections.

2.4.3. Prevention of water-related damage, maintenance of the capacities and capabilities of existing drainage facilities and structures by keeping them free of debris and by repairing minor erosion as soon as it is discovered.

2.4.4. Removal of snow and ice to provide safe access during winter months.

2.4.5. Routine maintenance of the road shoulder and retaining wall structures for retention of roadway strength and integrity.

2.4.6. Routine maintenance of the guard rails.

2.4.7. Repairing pavement edge failures, which are generally caused by traffic loading at the edge of the pavement in conjunction with water-related issues (poor subsurface drainage or inadequate surface drainage). Edge failures will usually migrate into the traveled way if not repaired in a timely manner.

2.4.8. Surface maintenance activities when the following are observed: (i) longitudinal or transverse cracking: when cracks show gap widths sufficient to accept application of sealant (approximately 1/8"), or when the cracks extend completely through the asphalt pavement section depth; (ii) alligator cracking: cracking that forms a network of small asphalt blocks with a pattern similar to alligator skin (alligator cracking is usually a sign of sub-grade failure and patching and filling is only a temporary measure for this distress); and (iii) potholing and shoulder un-raveling: where the asphalt appears to be decomposing into aggregate.

2.4.9. Crack sealing and filling of random open cracks in pavement surfaces with rubberized sealant to prevent further water intrusion. Crack types include: fatigue cracks, longitudinal cracks, transverse cracks, block cracks, reflective cracks, edge cracks, and slippage cracks.

2.4.10. Pothole Patching

2.5. The Parties shall share costs of utilities attributable to the use and operation of the Shared Facilities.

2.6. The Parties will share the costs of repairing and maintaining drainage facilities, landscaping, irrigation and other related facilities.

2.7. Maintenance Costs will not include any expenditures for which a Property Owner is reimbursed by insurance proceeds or third parties.

2.8. A Party shall be solely responsible for the cost and expense of repairing damage to the Shared Facilities caused by the particular Party or its guests, invitees, employees, agents, or designees, including its contractors and consultants and is obligated to promptly repair the Shared Facilities at the Party's expense and hold the Owners of the other lots harmless from any liability in connection with such damage or repairs.

2.9. The respective shares of the Maintenance Work Costs are set forth below (“Allocated Share”):

Party	Allocated Share
Townhome Association	70%
Commercial Condominium Association	30%

2.10. Unless some other plan is mutually agreed upon by all of the Parties, the following provisions shall control the administration of the Maintenance Plan and the Maintenance Budget:

2.10.1. Within thirty (30) calendar days of the approval of the Maintenance Plan, each Party shall pay its portion of the Maintenance Budget in accordance with the Party's Allocated Share.

2.10.2. The payment of the Party's Allocated Share shall be paid to a person or party designated by the Parties to collect, manage and disburse funds for the implementation of the Maintenance Plan.

2.10.3. Should the cost of the Maintenance Work exceed the Maintenance Budget, each Party shall be responsible for paying the additional cost in accordance with their Allocated Share of the overage, which shall be paid within thirty (30) calendar days of the sending of a notice advising of the overage and requirement to pay additional shares of Maintenance Work Costs. Each statement shall be supported by reasonably adequate documentation and shall be due and payable within thirty (30) calendar days of the date that the statement is sent.

2.10.4. The Parties shall have the right to inspect, copy and audit documentation relating to the Maintenance Work Costs.

2.10.5. All requests for the payment of the Maintenance Work Costs shall be submitted in writing and sent to the address of the respective Owners as provided in Section 3.12, below.

2.10.6. Failure to pay a share of the Maintenance Work Costs when due shall constitute a default hereunder. One or more of the other Parties may elect (but are not obligated hereunder to do so) to cover the share of the Maintenance Work Costs allocated to another Party who has failed or refused to pay the share of the Maintenance Work Costs allocated to the that Party (“**Defaulting Party**”). Upon such election to cover the unpaid costs, the Defaulting Party is obligated to reimburse the Party or Parties (a “**Collecting Party**”) who paid the share of the Maintenance Work Costs allocated to the Defaulting Party. A Collecting Party shall recover from the Defaulting Party a late fee in the amount of eight percent (8%) per annum of the amount due from the date of the default until the Maintenance Work Costs cost is paid in full, together with attorney fees and collection expenses incurred by the Collecting Party. By its execution hereof, each Party, for itself and its heir, successors, transferees and assigns, does hereby: (a) authorize and consent to the execution and recordation of a lien by a Collecting Party against the property owned by the Defaulting Party for the amount of the unpaid share of

Maintenance Work Costs then due and payable for the unpaid share of Maintenance Work Costs, along with late fees, interest, collection fees, costs and expenses and such future unpaid Maintenance Work Costs that may become due and payable (“**Statement of Lien**”), (b) agrees that a Statement of Lien may be recorded against their property under the circumstances arising hereunder without the need of initiating a legal action, and (c) waives all claims or challenges to the right of a Collecting Party to place any such Statement of Lien against their property, other than a good faith challenge concerning the amount claimed to be due and payable under the Statement of Lien. The party placing the Statement of Lien on the property shall promptly release the lien when the amounts covered in the Statement of Lien have been paid and satisfied in full. Notwithstanding the foregoing, the above-described lien will not have priority over a first mortgage lien on the respective property.

2.11. If a Party fails or refuses to cooperate in the discussion concerning the Maintenance Plan and/or Maintenance Budget, they are nevertheless responsible for paying its share of the Maintenance Work Costs. There shall be no grounds for non-payment of a Party’s share of the Maintenance Work Costs for reasons such as the Party’s non-use of the Galena ROW Driveway Improvements or dissatisfaction with the Maintenance Work, the Maintenance Plan and/or the Maintenance Budget.

2.12. In the event of any dispute in the interpretation of the matters addressed in this Agreement between Owners, the dispute shall first be referred to a mutually agreeable mediator to attempt resolution.

### 3. **Indemnification. Insurance. Liability of the Parties.**

3.1. In using the rights under the Easements granted herein, each Party shall for itself, its successors and assigns, and for each of the Authorized Users who are undertaking some or all of the Authorized Uses, indemnify, defend, release and save harmless the other Party and its affiliates, parent, subsidiaries, agents, employees, representatives, assignees, directors, officers, partners, shareholders, successors and assigns from and against any and all mechanics’ lien(s), expenses, claims, actions, liabilities, losses, damages (including attorney’s fees and costs), and costs of any kind arising out of, or in any way connected with the Authorized Uses. The Party’s indemnifications shall also include any liability, litigation and/or claims for injury or death to persons or damage to property asserted against the other Party arising from an Authorized Use by an Authorized User as well as any claims based on alleged or actual negligence or breach of any express or implied warranty. The Party’s indemnifications shall be allocated in a comparative manner between the Parties in situations where the claim, action any negligence asserted against a Party is attributable in whole or in part to the actions or inactions of that Party.

3.2. From and after the Effective Date, each Party shall keep and maintain, at the Party’s sole cost and expense, general liability insurance coverage for itself and for each of its specifically designated designees, contractors and consulting who are undertaking some or all of the Authorized Uses at the direction of the Party, containing minimum limits per occurrence of \$1,000,000 and \$2,000,000 in the aggregate (for each Party, a “**Policy**”). Each Policy shall name the other Party as an additional insured, and the Policy shall include a provision requiring a minimum of 30 days’ notice to the other Party for any change or cancellation. Said insurance coverage shall commence and continue for the full term of each Party’s Easement(s). The amount of the coverage shall be reviewed as necessary and any changes mutually agreed upon, at least every five years, and shall be adjusted to keep pace with the market for similar coverages (provided, however, that in no event will the amount of the coverage be less than the amount stated above).

### 4. **Miscellaneous**

4.1. **Runs with the Land, Successors and Assigns.** The Easements, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the land and shall be a benefit of and burden upon HOC Property on the one hand, and Lot 152 on the other hand, as applicable, from and after the Effective Date and throughout the term of this Agreement. Further, the Easements, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall be binding upon and shall inure to the benefit of, and be a burden upon, the designees, successors, and assigns of all of the Parties to this Agreement from and after the Effective Date and throughout the term of this Agreement.

4.2. **Default, Notice and Cure.** In all instances under this Agreement, at such time as a Party (“**Claiming Party**”) claims that any other Party (“**Responding Party**”) has violated or breached any of the terms, conditions or provisions of this Agreement (“**Default**”), the Claiming Party shall promptly prepare and deliver to the Responding Party a written notice (“**Notice of Default**”) claiming or asserting that the Claiming Party is in default under a term or provision of this Agreement, which Notice of Default shall clearly state and describe: (a) each section(s) of the Agreement which the Responding Party has allegedly violated, (b) a summary of the facts and circumstances being relied upon to establish the alleged violation, (c) the specific steps that must be undertaken to come into compliance with the Governing Documents, and (d) the reasonable timeframe (not less than 30 days) within which time the alleged violation should be cured (“**Cure Completion Date**”).

4.3. **Governing Law, Remedies, Costs and Expenses.** This Agreement shall be construed under and governed by the laws of Colorado, with jurisdiction and venue restricted to a court of competent jurisdiction in Ouray, Colorado. All of the rights and remedies of the Parties under this Agreement including, without limitation, injunctive relief and specific performance, shall be cumulative. In any action to enforce or construe the terms of this Agreement, the substantially prevailing Party shall recover all legal and related court costs, including all reasonable attorneys’ fees and expert witness fees. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.

4.4. **Performances.** Time is of the essence of this Agreement and for the performance of each of the duties and obligations provided herein.

4.5. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable, this shall not affect the validity of the remaining provisions of this Agreement, and the remaining provisions shall remain in full force and effect.

4.6. **Authorization and Signatories.** The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of their respective principals and that they have taken all actions necessary to obtain such authorization authorized to execute this Agreement.

4.7. **Recording.** This Agreement will be recorded in the Official Records.

4.8. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings or obligations with respect to the payment of consideration or agreements to undertake other actions regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties hereto and dated after the date hereof.

4.9. **Modifications and Waiver.** No amendment, modification or termination of this Agreement or any portion thereof shall be valid or binding unless it is in writing, dated subsequent to the date hereof and signed by each of the Parties hereto. No waiver of any breach, term or condition of this

Agreement by any party shall constitute a subsequent waiver of the same or any other breach, term or condition.

4.10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Scanned/emailed or facsimile copies of any party's signature hereon shall be deemed an original for all purposes of this Agreement.

4.11. **Acknowledgment.** The Parties acknowledge that: (i) they have each had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have done so to the extent they deem necessary, and (ii) they each have read and understand the Agreement, are fully aware of its legal effect, and have entered into it freely based on their own judgment and not on any promises or representations other than those contained in the Agreement.

4.12. **Parties Representations.** In entering into this Agreement, the Parties acknowledge and agree that they will perform their duties and obligations in a commercially reasonable, good faith manner and that this commitment is being relied upon by each other Party. The Parties hereby each represent, warrant and covenant to and with each other that (i) each Party is duly authorized to execute and deliver this Agreement; (ii) each Party has taken all actions necessary to obtain such authorization; and (iii) that the terms and conditions of this Agreement constitute an enforceable agreement against such Party. The Parties hereby further warrant that each Party has obtained the written consent of any lender that has a lien on the Party's property, which consent expressly approves this Agreement and the Easements being granted hereunder.

4.13. **Notices.** Any notice provided or permitted to be given hereunder shall be made in writing and may be given by personal delivery or United States mail, postage prepaid, sent to the address of the Party on file with the Ouray Assessor's office.





## AGENDA ITEM #22

## STAFF REPORT

**Subject:** Application for a Site Specific Development Plan, including Development Agreement  
**Zone:** General Commercial (GC)  
**Property:** 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  
**Parcel #:** 430516207004  
**Applicant:** Tate Rogers  
**Owners:** Arthur Travis Spitzer Revocable Trust  
**Initiated By:** Jen Coates, Manager  
**Date:** June 12, 2018

---

### BACKGROUND

Planning Commission has recommended approval of the preliminary plat for the Lena Street Commons Planned Unit Development and the Preliminary Plat hearing is coincident with this Site Specific Development Plan request. Please refer to the Preliminary Plat submittal for Council's consideration on June 13, 2018.

The subject property is shown on the map to the right.

This public hearing has been noticed and the property posted.



---

### CODE REQUIREMENTS

#### RMC 7-5 Statutory Vested Property Rights

##### Development Plan and Vested Rights

The Town Code provides for vested rights in Section 7-5 Statutory Vested Property Rights. RMC 7-5-2(D) provides for a contemporaneous review of such development agreement with other land use applications.

Section 7-5-2(A) As used in this Section, "Site Specific Development Plan" means a plan approved by the Town pursuant to this Section which has been submitted to the Town by a landowner or his representative describing with reasonable certainty the type and intensity of use for a specific parcel or parcels of property. Such plan may consist of one or more of the following:

- (1) An approved Final Planned Unit Development Plan;

- (2) An approved Subdivision Final Plat;
- (3) An approved Conditional Use;
- (4) An approved change in a non-conforming use; or
- (5) Annexation Agreements or Development Agreements executed by the Town which specifically provide that they should be part of a Site Specific Development Plan.

(B) Neither a Sketch Plan, a Preliminary Subdivision Plat nor a Preliminary PUD Plan may qualify as a Site Specific Development Plan. An approved Zoning Variance, final architectural plans, public utility filings, or final construction drawings and related documents and methods for construction of improvements shall not, in and of itself constitute a Site Specific Development Plan although it may be an additional element of a Site Specific Development Plan which is specified in Subsection (A) above.

(C) A Site Specific Development Plan for any development shall include all of the items identified in paragraphs (A) and (B), above, to the extent applicable to the development.

(D) None of the items identified in paragraphs (A) and (B) shall be considered a Site Specific Development Plan until approved, pursuant to the procedures of this Section in addition to the procedures applicable to such individual items. Such procedures may be pursued contemporaneously.

RMC Section 7-5-3 provides procedures for applying for and acquiring an approval for a Site Specific Development Plan, including the following:

(D) Following the Hearing, the Town Council may approve the Site Specific Development Plan if it is consistent with the requirements of this Section.

(E) Following approval, the Town shall cause a Notice describing generally the type and intensity of the use approved, and the description of the property affected. Such notice shall not be published more than fourteen days after approval.

(F) The Site Specific Development Plan shall be deemed approved upon the effective date of the Town Council's action. In the event amendments to any of the elements of the Site Specific Development Plan are subsequently proposed and approved, the effective date of such amendments for purposes of the duration of vested property rights shall be the date of approval of the original Site Specific Development Plan.

Approval of this Site Specific Development Plan and Development Agreement constitute a vested right pursuant to RMC 7-5-4.

---

## STAFF ANALYSIS

Staff has been working with the Development Team for many months on the terms included in this Development Agreement and Site Specific Development Plan. The application requirements have been met pursuant to RMC 7-5-3. While there is agreement on the majority of the terms provided, there remain

some outstanding items: 1) A date certain where the agreed upon purchase price of the Town properties will be renegotiated; 2) final edits to the preliminary plat map that need to be completed prior to any recording of the Development Agreement; and 3) final legal descriptions for the Town properties to be conveyed and reconciling of those surveys with total land area.

---

### STAFF RECOMMENDATION

Staff recommends approval of this Site Specific Development Plan and Development Agreement only with approval of the Preliminary Plat submittal for the Lena Street Commons Planned Unit Development considered by the Town Council on June 13, 2018.

---

### ATTACHMENTS:

Development Agreement, including Exhibits



*Property posted from Charles Street*



*Property posted from Lena Street*



*Property posted from Otto Street*

## DEVELOPMENT AGREEMENT

**THIS DEVELOPMENT AGREEMENT** (“**Agreement**”), made effective as of \_\_\_\_\_, 2018 (“**Effective Date**”), is made by and between Arthur Travis Spitzer Revocable Trust dated January 2000 (“**Property Owner**”) and the Town of Ridgway, a home rule municipality and political subdivision of the State of Colorado (“**Town**”). Property Owner and Town are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”. The Parties hereby agree as follows:

### DEFINITIONS

The Parties acknowledge and agree to the following definitions (“**Definitions**”) and further agree that each of the Definitions: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement. As used herein, the following Definitions shall be given the meaning ascribed to the term as the same are stated below.

“**Lot F**” shall mean and refer to Lot F as depicted on the Preliminary Plat which is be platted to accommodate its future development. Lot F is not part of the Project for which the Town Approvals are being sought, other than to enable its platting as a separate lot. Any future development of Lot F will need to comply with applicable provisions of the Municipal Code. The use and development of Lot F is subject to applicable provisions of the Municipal Code. Except as specifically provided for herein, Lot F is not governed by or subject to the terms and conditions of this Development Agreement.

“**Municipal Code**” shall mean and refer to the duly adopted Ridgway Municipal Code (also “**RMC**”), as modified or amended from time to time.

“**Preliminary Plat**” shall mean and refer to that certain Preliminary Plat of the Subject Property associated with the preliminary approval of the Project, proposing the subdivision of the Subject Property into the Proposed Lots and the Proposed Parcels, which has been approved by the Town. The Preliminary Plat has been recorded in the Official Records on \_\_\_\_\_, 2018 in Plat Book 1, Page \_\_\_\_\_, Reception No. \_\_\_\_\_.

“**Project**” shall mean and refer to the platting and development of the Subject Property for the Proposed Lots for a certain commercial and residential improvements, uses and activities, which project is commonly referred to as the Lena Street Commons, as the same are reflected and described in the Town Approvals, including the Preliminary Plat.

“**Proposed Lots**” shall collectively mean and refer to Lot A, 1B, 2B, 3B, 4B,5B, 1C, 2C, 3C,4C,5C, 1D, 2D, 3D,4D,5D, 1E, 2E, 3E, 4E, and F, as reflected on the Preliminary Plat.

“**Subject Property**” shall mean and refer to the following described property: A TRACT OF LAND LYING EAST OF BLOCKS 31 AND 32, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, WEST OF THE WEST LINE OF THE RAILROAD RIGHT OF WAY BETWEEN OTTO STREET AND CHARLES STREET, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LENA STREET AND THE NORTH LINE OF CHARLES STREET EXTENDED; THENCE NORTH 01°33'48" EAST 666.00 FEET ALONG THE EAST LINE OF LENA STREET TO THE SOUTH LINE OF OTTO STREET EXTENDED; THENCE SOUTH 88°26'12" EAST 41.61 FEET ALONG SAID SOUTH LINE EXTENDED TO THE WEST RIGHT OF WAY LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD RIGHT OF WAY; THENCE SOUTH 23°29'17" EAST 102.20 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 03°48'17" EAST 575.94 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTH LINE OF CHARLES STREET EXTENDED; THENCE NORTH

88°26'12" EAST 138.77 FEET TO THE POINT OF BEGINNING, COUNTY OF OURAY, STATE OF COLORADO.

“**Town Approvals**” shall mean and refer to certain applications submitted by Property Owner and approved by the Town consisting of a Sketch Plan, Preliminary Plat and Final Planned Unit Development Plat to create the Proposed Lots and the Proposed Parcels.

### RECITALS

The Parties acknowledge and agree to the following recitals (“**Recitals**”) and further agree that each of the Recitals: (a) form a portion of the basis of this Agreement; and (b) are incorporated in this Agreement.

A. The Agreement applies to the Subject Property, the Project and the resulting Proposed Lots as authorized in the Town Approvals.

B. Property Owner submitted its application seeking approval of a “Planned Unit Development” inclusive of requests for Conditional Use Permits, and certain waivers and variances (as noted in Section 8 below) for the Subject Property and Project (“**Application**”) authorizing the platting, use and development of the Proposed Lots in connection with the Project.

C. The materials submitted with the Applications and reviewed by the Town included certain architectural design plans, infrastructure plans, engineering plans and similar plans indicating the manner that the Project would be developed (“**Development Plans**”). A copy of the Development Plans are appended to this Agreement as Exhibit “C” Full size copies are on file with the Town. The Preliminary Plat, Development Plans and this Development Agreement along with the approvals granted by the Town for the Project (“**Town Approvals**”), collectively constitute a “**Site Specific Development Plan**” within the meaning of Chapter 7, Section 5 of the Municipal Code.

D. The Application was reviewed by the Town of Ridgway Planning Commission (“**Planning Commission**”) at duly noticed meetings held on December 5, 2017 and April 24, 2018 and, after considering the evidence and testimony presented in support of the application, recommended that the Application be conditionally approved.

E. The Application was reviewed by the Town of Ridgway Town Council (“**Town Council**”) at duly noticed meetings held on \_\_\_\_\_, 2018 (“**Preliminary Plan Approval Date**”) and, after considering the evidence and testimony presented in support of the application, conditionally approved the Application.

F. The Parties wish to state and establish certain terms, conditions and other provisions which govern the use and development of the Subject Property, the Project and the resulting Proposed Lots as provided for herein.

**AGREEMENTS**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated as part of the agreements of the Parties and in further consideration of the mutual obligations and promises set forth below and in further consideration of the Town’s approval of the Applications upon all terms and conditions contained herein, the obligations and expenditures of development undertaken by the Property Owner and the mutual obligations and promises set forth below, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as stated below.

1. **Property Owner’s Compliance With the Town Approvals and Town Acknowledgement of Approvals.** Property Owner agrees to comply with each of the terms and conditions of the Preliminary Plat and this Agreement, the Town Approvals and any other site specific approvals for the project and the applicable provisions of the Municipal Code. Subject to the conditions herein, the Town does hereby finally approve this Agreement. This Agreement shall be recorded and run with the Property.

2. **Development of the Project.**

2.1. **Overview of Project and Town Approvals.** In connection with the Town Approvals of the Preliminary Plat, this Development Agreement and Site Specific Development Plan, Property Owner is authorized to develop the Project on the Lots, which shall be undertaken and completed on the Proposed Lots pursuant to the timeframes, terms, phasing, required improvements, conditions, etc. approved by the Town. The development will consist of the following elements and components:

<b>Lot</b>	<b>Approved Development</b>	<b>Comments</b>
Lot A	Four commercial condominium units being developed in the “Building A” and certain common elements owned by the association formed for The Lena Street Commercial Condominiums	The four commercial units are being developed as part of a commercial Condominium regime referred to as The Lena Street Commercial Condominiums which will be formed on Lot A. The Preliminary Plat shows a building envelope on Lot A within which the improvements associated with the commercial units making up Building A will be constructed (“Lena Street Commercial Condominiums Improvements”). The Applicant will submit the final plat for the Town’s review under Ridgway Municipal Code Section 7-4-5(C), after subsurface improvements (“ <b>Infrastructure Phase</b> ” – Phase 1) are completed (see Section 2.2 Project Timing and Phasing) and prior to any above-ground construction is completed (eg: “ <b>Building A Phase</b> ”). After Building A is constructed, the final location of the Lena Street Commercial Condominiums Improvements and individual condominium units will be surveyed and depicted on the condominium map for the commercial condominiums, which shall be reviewed by the Town pursuant to the applicable Ridgway Municipal Code provisions. The Common Elements

		will provide for access, utilities, parking, landscaping, drainage and other infrastructure serving development within the Lena Street Commercial Condominiums and also development occurring in connection with The Lena Street Commons Townhomes
Lots 1B, 2B, 3B,4B and 5B, The Lena Street Commons Townhomes	One Townhome Residence on each Lot, being developed in the “Building B”.	See Note 1 below
Lots 1C, 2C, 3C,4C and 5C, The Lena Street Commons Townhomes	One Townhome Residence on each Lot, being developed in the “Building C”.	See Note 1 below
Lots 1D, 2D, 3D,4D and 5D, The Lena Street Commons Townhomes	One Townhome Residence on each Lot, being developed in the “Building D”.	See Note 1 below
Lots 1E, 2E, 3E and 4E, The Lena Street Commons Townhomes	One Townhome Residence on each Lot, being developed in the “Building E”.	See Note 1 below
Townhome Common Area	Common Area owned by the association formed for The Lena Street Commons Townhomes	Common Area for access, utilities, parking, landscaping, drainage and other infrastructure serving development within The Lena Street Commons Townhomes
Lot F	No zoning or density being approved as part of the Town Approvals, just the platting of Lot F. Lot F is deemed to be an outlot available for future development, subject to compliance with applicable provisions of the Municipal Code	Lot F is not included in the Lena Street Commercial Condominiums nor The Lena Street Commons Townhomes

**Note 1.** The residences associated with Building B, Building C, Building D and Building E are being jointly developed in a townhouse configuration under the name The Lena Street Commons Townhomes, formed with the recordation of the Plat and The Lena Street Commons Townhomes Declaration recorded in Reception No. \_\_\_\_\_. The Preliminary Plat depicts certain building envelopes on each lot, within which the residences and related improvements (“**Townhome Residential Improvements**”) will be constructed. The Applicant plans to submit the final plat for the Town’s review under Ridgway Municipal Code Section 7-4-5(C), after subsurface improvements (“**Infrastructure Phase**”) are completed (see Section 2.2 Project Timing and Phasing) and prior to any above-ground construction(eg: “Building B Phase”, “Building C Phase” etc.). Following construction of the Townhome Residential Improvements associated with Building B, Building C, Building D and Building E, Property Owner will cause the as-built footprint of the improvements to be surveyed and will submit a supplemental final plat (“**Townhomes Supplemental Plat**”) showing the siting of these improvements with the Town for its

review and approval, pursuant to Ridgway Municipal Code, which will be executed by the Parties and recorded by the Town. The declaration for The Lena Street Commons Townhomes incorporates certain “party wall” provisions allowing for shared usage of certain walls, foundations and roofing elements as applicable with the Townhome Residences on the Lots.

## 2.2. **Project Timing and Phasing.**

2.2.1. **Phasing of the Project.** Property Owner has proposed a certain schedule for developing and platting the Project in certain “Phases”, consisting of the following elements and components: (a) Phase 1: “**Infrastructure Phase**”, (b) Phase 2: “**Building B Phase**”, (c) Phase 3: “**Building C Phase**”, (d) Phase 4: “**Building D and Building E Phase**”, (e) Phase 5: “**Building A Phase**”. The sequencing, timing and initiation of final platting and construction of the Townhome Residential Improvements and the Lena Street Commercial Condominiums Improvements are more particularly described on the “**Project Phasing Schedule**” attached as **Exhibit “A-1”**. A description of the elements and components of the work to be undertaken in each of the individual Phases are listed on the “**Phased Project Elements/Components**” attached as **Exhibit “A-2”**. A depiction of elements of the Project Phasing, including sequencing, timing and initiation of the work are more particularly described on the “**Project Phasing Map**” attached as **Exhibit “A-3”**. The Town approves the development of the Project in these Phases in accordance with the Project Phasing Schedule, Phased Project Elements/Components and Project Phasing Map, which are collectively referred to as the “**Project Phasing Documents**”.

2.2.2. **Final Platting Requirements.** The Town and the Property Owner recognize and agree that the Ridgway Municipal Code provides that a final plat for the Project is to be submitted with the Planning Commission for review within two years of the Preliminary Plan Approval Date, see RMC 7-4-5(C)(c). It is further recognized that the Property Owner is required to submit a Subdivision Improvements Agreement at final plat identifying any qualified improvements that have not been completed at the time of the recordation of the final plat and providing for the posting of adequate security to cover the completion of the improvements within a stipulated timeframe secured through a Subdivision Improvements Agreement pursuant to RMC 7-4-6(B). The foregoing notwithstanding, in connection with its approval of the Project Phasing Schedule, the Town and Property Owner each recognize and agree as follows:

A. Following the completion of the installation of the infrastructure for the Project as provided for in the “Infrastructure Phase” (Phase 1) and upon the compliance with the Ridgway Municipal Code requirements for Final Plat, Property Owner shall be entitled to record the Final Platting of the Project, which platting may occur in one or more Phases consistent with the timing and sequencing of the Phases as indicated in the Project Phasing Documents.

B. Following the final platting and subject to complying with applicable provisions in the Ridgway Municipal Code relating to building, the Property Owner shall proceed with the construction of the Townhome Residential Improvements and the Lena Street Commercial Condominiums Improvements associated with each Phase consistent with the timing and sequencing of the Phases as indicated in the Project Phasing Documents.

C. The Property Owner may request and the Town may consider an alternative timing and/or sequencing of the phasing of the construction of the Project, which the Town shall reasonably consider and may approve if the revised sequencing provides for a more expedient manner of development.

2.2.3. **Infrastructure Improvements.** Property Owner is required to

undertake and complete certain “**Infrastructure Improvements**” (as described in the Project Phasing Schedule) in accordance with certain “**Plans and Specifications**” on file with the Town and as approved by the Town with the Preliminary Plat. In connection with the initiation and completion of the Infrastructure Improvements, the Town and Property Owner each recognize and agree as follows:

A. The nature and extent of the Infrastructure Improvements required to serve the Project and to offset demands to public infrastructure created by the Project, which Property Owner is required to construct/install in connection with the development of the Project, are listed in the Infrastructure Phase as delineated in the in the Project Phasing Documents. Property Owner, at its cost and expenses, must complete the Infrastructure Improvements before the initial recordation of the Final Plat for the Project.

B. The foregoing notwithstanding, some elements of the Infrastructure Improvements indicated in the Project Phasing Schedule may be initiated and completed following the recordation of a Final Plat for any Phase of the Project, provided that such improvements qualify under RMC 7-4-6 and are unrelated the health, safety and welfare requirements of the development, and the obligation to complete such Infrastructure Improvements are memorialized by a Subdivision Improvement Agreement executed by the Property Owner and the Town with the recordation of the initial final plat for a Phase of the Project and that the work will be completed in the timing and manner provided for in the Subdivision Improvement Agreement, which may provide that components of the Infrastructure Improvements shall be completed at the time that a particular Phase of the Project is being final platted.

C. That given the nature and extent of the Infrastructure Improvements and the size of the Project, the timeframe within which the Property Owner is required to complete the infrastructure improvements described in the “**Infrastructure Phase**” (Phase 1) and execute and record an initial final plat for any phase of the Project is extended to three years from the Preliminary Plat final Approval Date.

### 3. **Development of the Lena Street Improvements.**

3.1. The Project fronts onto and is adjacent to North Lena Street.

3.2. The Town has determined that certain improvements are required to be made to the section of Lena Street between Otto Street and Charles Street, which work would consist of: (i) the excavation and reconstruction of this existing section of Lena Street, (ii) the paving of this existing section of Lena Street, and (iii) the installation of sidewalk, curb, gutter, parking, drainage, landscaping and other related facilities and improvements on both sides of Lena Street (“**Lena Street Improvements**”) at some point in the future.

3.3. The Parties recognize and agree that the development of the Project does not itself generate the requirement for Property Owner to complete all of the Lena Street Improvements or other improvements to Lena Street not otherwise allocated to the Property Owner by the Town Approvals. The Parties have agreed to jointly work on a plan to design and construct the Lena Street Improvements.

3.4. The Town and Property Owner have selected a licensed engineer who will prepare plans for the Lena Street Improvements (“**Lena Street Improvements Plans**”) as well as preliminary budget estimating the cost for the Lena Street Improvements based upon the Lena Street Improvements Plans (“**Lena Street Improvements Budget**”). The Lena Street Improvements Plans and the Lena Street Improvements Budget shall be mutually acceptable to the Town and Property Owner, the consent to which will not be unreasonably withheld. The Lena Street Improvements Plans shall be

designed in a manner that works with and reasonably conforms to the Development Plans for the Project. The Parties agree that the cost for obtaining an engineer to prepare the Lena Street Improvements Plans shall be allocated between the Parties as follows: Property Owner (75%) and the Town (25%). The Parties shall meet and confer if the costs of completing the Lena Street Improvements Plans and the Lena Street Improvements Budget are anticipated to exceed a total of \$16,000.

3.5. Following to approval of the Lena Street Improvements Plans and the Lena Street Improvements Budget, the Parties agree to meet and confer and develop a mutually agreeable “**Implementation Plan**”, which shall, among other things, establish the responsible parties for undertaking varying elements of the Lena Street Improvements as well as the timing and sequencing for performing the work, which shall be timed to coordinate with the construction of the Project. The Parties agree that the cost and expense of constructing the Lena Street Improvements in accordance with the Lena Street Improvements Plans and the Implementation Plan, inclusive of hard costs and soft costs, shall be allocated between the Parties as follows: Property Owner (60%) and the Town (40%). The Implementation Plan will also address the timing and procedures for the Parties to pay their share of costs and expenses for the Lena Street Improvements based upon the Allocated Shares. The Town may choose to perform a portion of the work, including but not limited to excavation, grading, geotextile material acquisition and placement, using Town resources such as equipment, labor, utilities, technical expertise, etc. which shall all be counted toward the Town’s cost share of the Lena Street Improvements.

3.6. The Parties agree that Property Owner may be undertaking portions of the Lena Street Improvements as part of the Infrastructure Phase (described above), consisting of the installation of sidewalk, curb, gutter, parking, drainage and other related facilities and improvements along the portion of Lena Street that is adjacent to the Project (“**Project Specific Infrastructure Improvements**”). The Project Specific Infrastructure Improvements are expected to be completed prior to the time that the overall Lena Street Improvements have commenced as provided for in the Project Phasing Schedule.

3.7. The Parties agree that the most cost effective and reasonable approach is to construct all of the Lena Street Improvements at once; however, if that becomes unfeasible, the Parties agree to work together on a phased construction plan for the improvements that preserves the integrity of the design and road structure such that the remainder of the Lena Street Improvements may be reasonably constructed at a subsequent date. The design contemplates the use of an engineered geotextile fabric, which will require phasing and coordination amongst the Parties for any divided construction of the planned Lena Street Improvements.

#### 4. **Acquisition of Land and Easements from the Town.**

4.1. In connection with the development of the Project, the Property Owner has proposed to obtain certain easements from the Town over and across property owned by the Town to accommodate infrastructure extensions to serve the Project (“**Project Infrastructure Easements**”). The Town advises that it is the policy of the Town to require owners developing their property and requiring the granting of easements from the Town to pay fair market consideration for the granting of such easements. The Project Infrastructure Easements are depicted on the Preliminary Plat. The area of the Project Infrastructure Easements required by Property Owner is equal to approximately 1512 sf. The Town agrees to grant and convey the Project Infrastructure Easements to Property Owner in consideration of the payment of \$16,209.00.

4.2. In addition to the provision of the Project Infrastructure Easements, Property Owner and the Town have agreed to sell, transfer and convey certain land equal to approximately 1600 sf owned by the Town to the Property Owner which shall be incorporated into and used in connection with the development of the Project (“**Town Conveyed Land**”). Property Owner has agreed to pay fair

market value in the amount of \$17,152.00 to the Town as consideration for the conveyance of the Town Conveyed Land.

4.3. The transfer of the property interests and the payment of the consideration for the Project Infrastructure Easements and the Town Conveyed Land shall occur at or before the recordation of initial final plat for the first phase ("Infrastructure Phase" – Phase 1) of the Project. The Project Infrastructure Easements and the Town Conveyed Land shall be conveyed free and clear of liens and encumbrances. In the event the final plat for the "Infrastructure Phase" – Phase 1 is not recorded prior to December 31, \_\_\_\_ the purchase price may be renegotiated by the Town to the then current market rate.

5. **Short-Term Rentals.** Short-term rentals, as allowed, licensed and permitted under the provisions of the Municipal Code, is an allowable use in those Townhome Residences included in the Building C Phase and the Building D Phase. These units are subject to all Town Regulations, including: short-term rental regulations, lodging and sales taxes, any applicable licensing, and any future amendments to the Municipal Code. Short-term rentals are prohibited in those Townhome Residences included in the Building B Phase and the Building E Phase as well as the commercial condominium units included in the Building A Phase.

6. **Provision of Deed Restricted Housing.**

6.1. Property Owner has agreed to provide certain deed restricted housing in connection with the development of the Project in accordance with the terms and conditions of this Section 6. In furtherance of this requirement, Property Owner hereby restricts the ownership, use and occupancy of each Townhome Residence developed on Lot 1E, Lot 4E and Lot 1B ("**Deed Restricted Units**") to the terms, conditions, restrictions and requirements provided for in this Section 6, which shall run in perpetuity and not expire and shall survive any foreclosure on Lot 1E, Lot 4E and Lot 1B, unless the restrictions are otherwise released or modified with the written consent of the Town. Any instrument of conveyance concerning a Deed Restricted Unit shall contain a reference to these restrictions in a form approved by the Town. The Town is granted and conveyed the right to enforce compliance with these restrictions that are applicable to the Deed Restricted Unit. The Deed Restricted Unit shall be owned and occupied by persons who qualify with the terms and conditions of these restrictions.

6.2. On the day of application, the prospective owner of a Deed Restricted Unit shall maintain his/her sole residence and abode in Ouray County, Colorado, or provide written intent of his/her desire and intent to do so within 30 days of purchasing the Deed Restricted Unit. Proof of this intent must be presented to the Town in advance of any transfer of property, including the original property transfer and all subsequent resale and transfer of property. Proof shall include written documentation verifying residency within Ouray County, or residency within 30 days of application.

6.3. At the time of the purchase of a Deed Restricted Unit, including the original property transfer and all subsequent resale and transfer of property, at least one person in the household shall earn the majority of their income in Ouray County or from an employer based in Ouray County. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation verifying employment within Ouray County.

6.4. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, the household income will be 100% or less of the Area Median Income for the Townhomes developed on Lot 1E and Lot 4E and 200% or less of the Area Median Income for the Townhome developed on Lot 1B, as the same are determined by the United States Department of Housing and Urban Development, as adjusted annually. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation, such as income tax returns, verifying

annual income for the prior year. HUD income limits are derived from the most recent data provided by HUD regarding Area Median Income Levels (AMI) for Ouray County.

6.5. The foregoing notwithstanding, there shall be an initial maximum sales price on every Deed Restricted Unit. The initial maximum sales price of a Deed Restricted Unit shall be equal to the cost of acquiring and developing the Deed Restricted Unit, plus ten (10%) profit; provided, however, that if the initial maximum sales price including the 10% profit exceeds the targeted AMI, Property Owner agrees to reduce the profit downward from 10% to an amount that achieves the targeted AMI, except that in no event will the initial maximum sales price be reduced to an amount that requires Property Owner to achieve less than a 3% profit. Evidence of the developer's cost shall be submitted to the Town Manager, or his/her designee, who shall review the developer's computation of cost and approve, in writing, the proposed initial maximum sales price. The documents establishing the Property Owner's cost must be approved by the Town Manager, or his/her designee, prior to any transfer of property. The guiding principal in determining initial sales price of any unit is that the Property Owner should be constructing and selling these units without exceeding the prescribed profit. In no event should the requirements of this Section 6 be read to require the Property Owner to lose money in connection with the sale of the Deed Restricted Unit by establishing an initial maximum sales price which causes the Property Owner to lose money in the construction and sales of the Deed Restricted Unit.

6.6. The above referenced Deed Restricted Unit shall be, and remain, owner occupied. Long- term and short-term rental of these units is prohibited unless approved by the Town.

6.7. The Town hereby waives development excise tax RMC 3-4-1, et seq., on these 3 units.

6.8. The Town waives all "plan check fees" and building permit fees charged by the Town on these 3 units.

6.9. The maximum resale price of these deed-restricted units is limited to an annual price appreciation cap of 3% of the initial gross purchase price. All resale pricing is subject to the review and reasonable approval of the Town of Ridgway Town Manager, or his/her designee, for the sole purpose of insuring the resale price is in compliance with the requirements of this Section 6.

6.10. If an owner of Townhome makes any capital improvements requiring a building permit to the property during his/her term of ownership, the cost of those capital improvements as indicated on the building permit shall be added to the gross resale purchase price of the property for the purpose of computing the annual price appreciation cap created herein. Any costs of capital improvements to be added to the gross purchase price of the property, including but not limited to upgrades during construction, shall require the prior, written reasonable approval of the Town.

6.11. The owner of a Deed Restricted Unit may apply to the Town Planning Commission for a waiver from the strict application of any one or more of these provisions. A waiver from the strict application of these provisions may be granted at the discretion of the Planning Commission and may only be granted if the applicant can establish that the following criteria are substantially met: (i) there are practical difficulties or unnecessary hardships caused to the individual lot owner if these provisions are strictly applied. Any such practical difficulty and/or unnecessary hardship must be of such a nature as to create an individually differentiated situation from any and all other owners of units burdened by these regulations; and (ii) the spirit of these provisions will be observed, the public health safety and welfare secured and substantial justice done by granting the waiver. The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met. No waiver under this provision shall be granted with less than four (4) concurring votes of the Planning

Commission. Hearing procedures are defined in Ridgway Municipal Code 7-3-16 and 7-3-18.

6.12. The seller of the Deed Restricted Unit is responsible for insuring compliance with these restrictions and agrees to consult with the Town of Ridgway Town Manager, or his/her designee, regarding any qualified buyer(s) and the maximum resale price under the provisions of this Section 6.

6.13. All warranty deeds for the transfer and conveyance of a Deed Restricted Unit will clearly indicate that they are deed restricted and reference this Agreement and applicable noted included in the Final Plat, as amended from time to time.

6.14. Property Owner agrees to construct the Deed Restricted Unit on Lot 1B in connection with its development of the initial Phase ("Building B Phase" - Phase 2) of construction of units in the Project. Property Owner agrees to construct the Deed Restricted Units on Lot 1E and Lot 4E prior to its receipt of the final certificate of occupancy of the free market Townhomes in the Project.

7. **Rezoning.** Property Owner recognizes, acknowledges and agrees that it will pursue appropriate applications to confirm that zoning for the Proposed Lots with the intent of maintaining General Commercial zoning for the Lena Street Commercial Condominiums and the Lena Street Commons Townhomes. Such zoning application may be coincident with the recordation of the initial final plat ("Infrastructure Phase" – Phase 1) for the Project. In addition, to the extent necessary, the Property Owner would confirm that the zoning on the HB Lot would remain HB zone.

8. **Waivers and Variances Granted for the Project.** The following variances and conditional uses are provided for with this Site-Specific Development Plan, pursuant to RMC 7-3-11:

- A. Requesting CUP for residential use in GC zone.
- B. Requesting variance for to 7-3-9(D)(6)(d) - E Units are only 20' wide (not 21'), roof pitch is less than 3:12 on main roof of D units, and 12" required eave overhangs are in most locations but not every last one. Roofs will overhang property lines in many instances - applicant needs to ensure that the ownership and maintenance responsibility for the roof area beyond the individual property line is clear in the CCRs or plat.
- C. Requesting a CUP for D units to be up to 35'. No building may exceed 27' except the D building if the CUP is approved, in which case can be up to 35'.
- D. Requesting variance, all proposed lot are less than the required 30' (A units = 26'-28' wide, B units = 24' – 24.6', C units = 24'-25' wide, D = 21'-22' and E =20')
- E. Requesting variance to minimum lot size of 5,000 sq. ft. - lots range from 840 to 1835.5 sq. ft.
- F. Requesting variance to 50% max lot coverage: Commercial area overall lot coverage = 34%; Townhome overall lot coverage = 44.5%; B, C and E lot coverage is around 70% and D lot coverage is 100%
- G. Setbacks (all approved as presented at the November 29, 2016 Sketch Plan hearing with the Planning Commission except 0" rear setback for A units should be 2.5' progressing to 8' when able). Front setbacks approved for A, B, D units to be 5', C units to be 10', and E units are about 75' from the front property line on Lena.

- (1) Unit A1 has a 4'6" side setback

- (2) Parking for E units extends about 1' into 8' rear setback
- (3) Side setbacks between units within one building approved at 0'

H. Requesting variance for 1 parking space for each of the four 720 sq. ft. E units – required to have 2 each.

I. Requesting variance for a total of 3 parking spots for building A – required to have 13 total.

9. **Vested Rights.**

9.1. **Intent.** Development of the Property in accordance with the terms and conditions of this Agreement will provide for orderly and well planned growth, promote economic development and stability within the Town, ensure reasonable certainty, stability and fairness in the land use planning process, secure the reasonable investment-backed expectations of the Property Owner, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes of the Vested Property Rights Statute, C.R.S. §24-68-101, et. seq. and Chapter 7, Article 5 of the Ridgway Municipal Code. In exchange for these benefits and the other benefits to the Town contemplated by the Agreement, together with the public benefits served by the orderly and well planned development of the Subject Property and Project, the Property Owner desires to receive the assurance that development of the Subject Property and Project may proceed pursuant to the terms and conditions of the Agreement.

9.2. **Site Specific Development Plan.** This Development Agreement along with the Preliminary Plat, Development Plans and the Town Approvals constitutes a Site Specific Development Plan pursuant to Section 7-5-1 of the Municipal Code.

9.3. **Vested Real Property Right.** Accordingly, this final approval has created for Property Owner's benefit a "vested real property right" as defined by C.R.S. § 24-68-101 et seq.

9.4. **Duration.** For purposes of this Agreement, the above-referenced vested real property right shall remain vested for six years after \_\_\_\_\_, 2018 (the date of the Town Council Public Hearing and Approval of the Site Specific Development Plan pursuant to RMC 7-5).

9.5. **Publication.** A notation of such vested real property right has been made on the Preliminary Plan and a notice has been published in a newspaper of general circulation within Ouray County on \_\_\_\_\_, 2018. Such publication shall occur no later than fourteen days following approval.

9.6. **Reliance.** The Property Owner has relied upon the creation of such vested real property right in entering into this Agreement.

9.7. **Future Legislation.** During the six year period in which the vested real property right shall remain vested, the Town shall not impose by legislation or otherwise any zoning or land use requirement or obligations upon Property Owner or their successors or assigns which would alter, impair or diminish the development or uses of the Subject Property and Project as set forth in this Agreement, except:

- i. With the consent of the Property Owner; or
- ii. Upon the discovery of natural or man-made hazards on or in the

immediate vicinity of the Subject Property and Project, which could not reasonably have been discovered at the time of vested rights approval, and which, if not corrected, would pose a serious threat to the public health, safety and welfare; or

iii. To the extent that compensation is paid, as provided in Title 24, Article 68, CRS.

The establishment of such vested real property right shall not preclude the application of ordinances or regulations which are general in nature and applicable to all property subject to land use regulation by the Town, including, but not limited to, fee assessments and building, fire, plumbing, electrical, mechanical, water and sewer codes and ordinances.

#### 10. Miscellaneous.

10.1. This Agreement shall extend and inure to the benefit of, and be binding upon the Town and its successors and assigns and, except as otherwise provided herein, upon the Property Owner and its successors, legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the Town and the Property Owner; or (b) otherwise amended in accordance with the amendment procedures contained in the Municipal Code, as it presently exists or as it may hereafter be amended, or terminated; or (c) Agreement terminates pursuant to the terms identified herein and/or in RMC 7-5-4. 10.2. This Agreement shall be recorded in the records of the Clerk and Recorder of Ouray County, Colorado. This Agreement runs with the land and is binding on and inures to the benefit of the representatives, transferees, successors and assigns of the Parties.

10.3. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.4. This Agreement, including the Phasing Elements indicated in the attached Exhibits along with the Preliminary Plan, Development Plans and this Development Agreement along with the Town Approvals constitute the entire integrated understandings of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

10.5. There are no third party beneficiaries expressly or impliedly intended by this Agreement. No person or entity that is not a Party to this Agreement will have any rights, claims or actions under this Agreement.

10.6. A Party shall “default” under this Agreement if it breaches any of its obligations hereunder and, after receiving written notice of the breach from the other Party (the “**Notifying Party**”), fails to cure the breach within (i) 10 days after delivery of the notice if the breach is failure to pay money owed to the Notifying Party, or (ii) 45 days after delivery of the notice with respect to any other breach (or, if the breach by its nature cannot be cured within 30 days, the Defaulting Party (as defined below) must commence the cure within 30 days after delivery of the notice and thereafter diligently pursue the cure to completion). In the event of default by a Party (“**Defaulting Party**”), the Notifying Party may (1) initiate an action to compel compliance by the Defaulting Party with this Agreement, and/or (2) take the

necessary action itself to cause the obligation(s) in default to be performed, in which case the Notifying Party may recover from the Defaulting Party all damages and expenses incurred to perform such obligation(s). The substantially prevailing Party shall collect its reasonable costs, expenses and fees, including reasonable expert fees and attorney's fees. A Party may pursue any and all remedies available under Colorado Law, including damages, injunctive relief and/or specific performance. The remedies shall be cumulative in nature and a Party may pursue some or all of its remedies. Personal jurisdiction and venue for any civil action commenced by any Party to this Agreement whether arising out of or relating to this Agreement will be deemed to be proper only if such action is commenced in District Court for Ouray County. Each Party expressly waives its right to bring such action in or to remove such action to any other court whether state or federal. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10.7. This Agreement may be executed in multiple counterparts or by legible scanned/mailed or facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The scanned/mailed or facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed "hard copy" of the Agreement shall not be necessary, but may be executed by the Parties.

10.8. Any notice to be given hereunder shall be in writing, addressed to the appropriate Party, and shall be delivered in person; by overnight delivery or courier service; or by the United States Postal Service (or any official successor thereto), certified mail, return receipt requested, with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third business day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be as stated in the records of the Ouray County Assessor.

10.9. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

10.10 No Party shall be held liable for a failure to perform hereunder due to wars, strikes, acts of God, natural disasters, or other similar occurrences outside the reasonable control of that Party.

10.11 By signing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each of the Parties have been duly authorized so to do.

10.12 The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

10.13 Customary historic architectural and construction industry practices, standards and norms shall be relied upon if and when necessary for purposes of interpreting, applying and enforcing the Agreement.

10.14 The Property Owner and its successors and assigns shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages and

attorneys' fees that may arise out of or result directly or indirectly from the Property Owner's actions or omissions in connection with the Property Owner's performance under this Agreement.

10.15 In entering into this Agreement, the Parties acknowledge and agree that they will perform their duties and obligations in a commercially reasonable manner and in good faith and that this commitment is being relied upon by each other Party. The Parties hereto warrant that each Party is a duly qualified and existing entity, capable of doing business in the state of Colorado and that the person(s) executing this Agreement are duly authorized to execute this Agreement and each Party has taken all actions necessary to obtain such authorization and that the terms and conditions of this Agreement constitute an enforceable agreement against such Party.

10.16 The Town is aware that financing for acquisition, development and/or construction of the project ("**Property Owner Loan**") may be provided in whole or in part, from time to time, by one or more lenders. In the event of an event of default by the Property Owner under this Agreement, the Town shall provide notice of such event of default, at the same time notice is provided to Property Owner, to any lender previously identified in writing to the Town ("**Registered Lender**") pursuant to this Paragraph 10.16. If a Registered Lender is permitted under the terms of any agreements with Property Owner to cure the event of default and/or to assume Property Owner's position with respect to this Agreement, the Town agrees to recognize the right of such Registered Lender and to otherwise permit such Registered Lender to assume all of the rights and obligations of Property Owner under this Agreement, provided that nothing contained in this Agreement shall create any duty, obligation or other requirement on the part of the Registered Lender to assume any of the duties and obligations of Property Owner under this Agreement unless the Registered Lender takes fee simple title to the project through foreclosure, deed in lieu or other legal instrument in which case the lender shall be bound by the terms and conditions of this Agreement. Any mortgage or deed of trust encumbering the Subject Property shall in all instances be subordinate to this Agreement. Under no circumstances shall a foreclosure of the Subject Property result in the extinguishment of this Agreement. For so long as the Property Owner Loan remains outstanding, Property Owner and Town recognize and agree that this Agreement may only be modified or amended with the prior written approval of each Registered Lender.

**AGREED TO AND MADE EFFECTIVE BY THE PARTIES AS OF THE EFFECTIVE DATE.**

**PROPERTY OWNER:**

Arthur Travis Spitzer Revocable Trust  
dated January 2000

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

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

Subscribed to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_  
as the \_\_\_\_\_ of Arthur Travis Spitzer Revocable Trust dated January 2000.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



**Exhibit A-1**  
**(Project Phasing Schedule)**

**THE LENA STREET COMMONS TOWNHOMES AND  
THE LENA STREET COMMERCIAL CONDOMINIUMS**

<u>PHASED CONSTRUCTION PLAN</u>	
	PHASE 1/ 3 YEARS OF PRELIMINARY PLAN APPROVAL = INFRASTRUCTURE OF ENTIRE PROJECT, SEE UTILITIES LEGEND
	PHASE 2/ 1-2 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDING B (INCLUDES DEED RESTRICTED UNIT B1)
	PHASE 3/ 2-3 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDING C
	PHASE 4/ 3-4 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDINGS D&E (INCLUDES DEED RESTRICTED UNITS <b>1E&amp;4E</b> )
	PHASE 5/ 4-6 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDING A

DRAFT

**Exhibit A-2**  
**(Phased Project Elements/Components)**

**INFRASTRUCTURE PHASE – PHASE 1**

**Conceptual Overall Site Infrastructure Phasing Plan Site Utilities & Storm drainage**

This Phase includes the development of the following described infrastructure elements which are to be completed and installed at or before the time of the initial recordation of in the Final Plat for The Lena St Commons Townhomes and The Lena Street Commercial Condominiums and Lot F.

1. Mobilize, survey, storm water management.
2. Install storm drain system.
3. Install Sewer Tie - ins & lateral service extensions as necessary.
4. Install Water taps & service lines as necessary.
5. Install Irrigation tap and service line.
6. Install primary electric transformer & service.
7. Install secondary electric service lines as needed.
8. Install new gas main and service extensions as needed.

## **THE LENA STREET COMMONS TOWNHOMES**

### **BUILDING B PHASE – PHASE 2**

Lots 1B, 2B, 3B, 4B and 5B are each being developed and improved with a separate Townhome under the name of The Lena Street Commons Townhomes. The Townhomes are being separately developed respectively on Lots 1B, 2B, 3B, 4B and 5B and are sometimes referred to as Building B for reference purposes. As provided for in The Lena Street Commons Townhomes Declaration, certain “party wall” provisions have been established to address the presence of shared walls, roofing, structural elements and other components by and among the Townhomes. The Townhomes included as part of Building B are being developed and will be operated as The Lena Street Commons Townhomes along with other Townhomes being developed on separate buildings and lots designated as the C Building, D Building and E Building. Certain Common Areas are being platted to accommodate access, utilities, parking, landscaping, drainage and other infrastructure serving development within The Lena Street Commons Townhomes.

The elements and components of the Townhomes being developed as part of the Building B Phasing Plan includes the following, which will be undertaken following the platting of Lots 1B, 2B, 3B,4B and 5B

1. Excavate building foundation
2. Structural Framing
3. Fire wall construction
4. Site Structural fill
5. Lena Street Curb, Gutter & Sidewalk and onsite sidewalk as shown on Exhibit A-3
6. Dry in vertical construction
7. Metered utility connections
8. Onsite parking & Drives
9. Landscaping & Irrigation
10. Complete vertical construction

## **THE LENA STREET COMMONS TOWNHOMES**

### **BUILDING C PHASE – PHASE 3**

Lots 1C, 2C, 3C, 4C and 5C are each being developed and improved with a separate Townhome under the name of The Lena Street Commons Townhomes. The Townhomes are being separately developed respectively on Lots 1C, 2C, 3C, 4C and 5C and are sometimes referred to as Building B for reference purposes. As provided for in The Lena Street Commons Townhomes Declaration, certain “party wall” provisions have been established to address the presence of shared walls, roofing, structural elements and other components by and among the Townhomes. The Townhomes included as part of Building C are being developed and will be operated as The Lena Street Commons Townhomes along with other Townhomes being developed on separate buildings and lots designated as the B Building, D Building and E Building. Certain Common Areas are being platted to accommodate access, utilities, parking, landscaping, drainage and other infrastructure serving development within The Lena Street Commons Townhomes.

The elements and components of the Townhomes being developed as part of the Building C Phasing Plan includes the following, which will be undertaken following the platting of Lots 1C, 2C, 3C, 4C and 5C

1. Excavate building foundation
2. Structural Framing
3. Fire wall construction
4. Site Structural fill
5. Lena Street Curb, Gutter & Sidewalk and onsite sidewalk as shown on Exhibit A-3
6. Dry in vertical construction
7. Metered utility connections
8. Onsite parking & Drives
9. Install concrete paths as shown on Exhibit A-3
10. Landscaping & Irrigation
11. Complete vertical construction

## **THE LENA STREET COMMONS TOWNHOMES**

### **BUILDING D PHASE – PHASE 4**

Lots 1D, 2D, 3D, 4D and 5D are each being developed and improved with a separate Townhome under the name of The Lena Street Commons Townhomes. The Townhomes are being separately developed respectively on Lots 1D, 2D, 3D, 4D and 5D and are sometimes referred to as Building B for reference purposes. As provided for in The Lena Street Commons Townhomes Declaration, certain “party wall” provisions have been established to address the presence of shared walls, roofing, structural elements and other components by and among the Townhomes. The Townhomes included as part of Building D are being developed and will be operated as The Lena Street Commons Townhomes along with other Townhomes being developed on separate buildings and lots designated as the B Building, C Building and E Building. Certain Common Areas are being platted to accommodate access, utilities, parking, landscaping, drainage and other infrastructure serving development within The Lena Street Commons Townhomes.

The elements and components of the Townhomes being developed as part of the Building D Phasing Plan includes the following, which will be undertaken following the platting of Lots 1D, 2D, 3D, 4D and 5D

1. Excavate building foundation
2. Structural Framing
3. Fire wall construction
4. Site Structural fill
5. Lena Street Curb, Gutter & Sidewalk including curb, gutter, sidewalk adjacent to Lot F and onsite sidewalk as shown on Exhibit A-3
6. Dry in vertical construction
7. Metered utility connections
8. Onsite parking & Drives
9. Landscaping & Irrigation
10. Install Concrete Paths as shown on Exhibit A-3
11. Complete vertical construction

## **THE LENA STREET COMMONS TOWNHOMES**

### **BUILDING E PHASE – PHASE 4**

Lots 1E, 2E, 3E, and 4E are each being developed and improved with a separate Townhome under the name of The Lena Street Commons Townhomes. The Townhomes are being separately developed respectively on Lots 1E, 2E, 3E, and 4E and are sometimes referred to as Building E for reference purposes. As provided for in The Lena Street Commons Townhomes Declaration, certain “party wall” provisions have been established to address the presence of shared walls, roofing, structural elements and other components by and among the Townhomes. The Townhomes included as part of Building E are being developed and will be operated as The Lena Street Commons Townhomes along with other Townhomes being developed on separate buildings and lots designated as the B Building, C Building and D Building. Certain Common Areas are being platted to accommodate access, utilities, parking, landscaping, drainage and other infrastructure serving development within The Lena Street Commons Townhomes.

The elements and components of the Townhomes being developed as part of the Building E Phasing Plan includes the following, which will be undertaken following the platting of Lots 1E, 2E, 3E, and 4E

1. Excavate building foundation
2. Structural Framing
3. Fire wall construction
4. Site Structural fill
5. Lena Street Curb, Gutter & Sidewalk and onsite sidewalk as shown on Exhibit A-3
6. Dry in vertical construction
7. Metered utility connections
8. Onsite parking & Drives
9. Landscaping & Irrigation
10. Install Concrete Paths as shown on Exhibit A-3
11. Complete vertical construction

## **THE LENA STREET COMMERCIAL CONDOMINIUMS**

### **BUILDING A PHASE – PHASE 5**

Building A will contain four separately created commercial condominium units under the name of The Lena Street Commercial Condominiums, which will be located on Lot A as depicted and described in the Preliminary Plan. In addition to the four commercial units, various infrastructure will be developed and designated as common elements as part of The Lena Street Commercial Condominiums, pursuant to a certain condominium declaration and map to be executed and recorded upon the construction of these improvements.

The elements and components of the Conceptual Building A Phasing Plan includes the following, which will be undertaken following the platting of Lot A.

1. Excavate building foundation
2. Structural Framing
3. Masonry Wall construction
4. Site Structural fill
5. Adjacent Curb, Gutter & Sidewalk on Lena and Otto Streets
6. Dry in vertical construction
7. Metered utility connections
8. Onsite parking & Drives
9. Landscaping & Irrigation
10. Install Concrete Paths as shown on Exhibit A-3
11. Complete vertical construction

**Exhibit A-3**  
**(Project Phasing Map)**

DRAFT

**Exhibit B**  
**(Preliminary Plat)**

DRAFT

**Exhibit C**  
**(Development Plans)**

DRAFT

UTILITIES LEGEND			
	EXISTING OVERHEAD POWER LINE		COMMON TRENCH FOR ELECTRIC/TELEPHONE/CABLE TV
	EXISTING GAS LINE		PROPOSED UNDERGROUND POWER LINE
	EXISTING WATER LINE		PROPOSED GAS LINE
	EXISTING SEWER LINE		PROPOSED WATER LINE
	EXISTING STORM SEWER LINE		PROPOSED SEWER LINE
	EXISTING TELEPHONE PEDESTAL		PROPOSED IRRIGATION LINE
	EXISTING GAS METER		PROPOSED POWER EQUIPMENT
	EXISTING WATER VALVE		PROPOSED POWER METER
	EXISTING FIRE HYDRANT		PROPOSED GAS METER
	EXISTING SANITARY SEWER MANHOLE		PROPOSED COMMUNICATIONS PEDESTAL
	EXISTING WATER HYDRANT		PROPOSED WATER METER
	EXISTING POWER TRANSFORMER		PROPOSED WATER VALVE

**PHASED CONSTRUCTION PLAN**

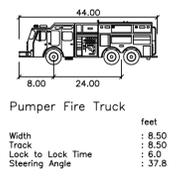
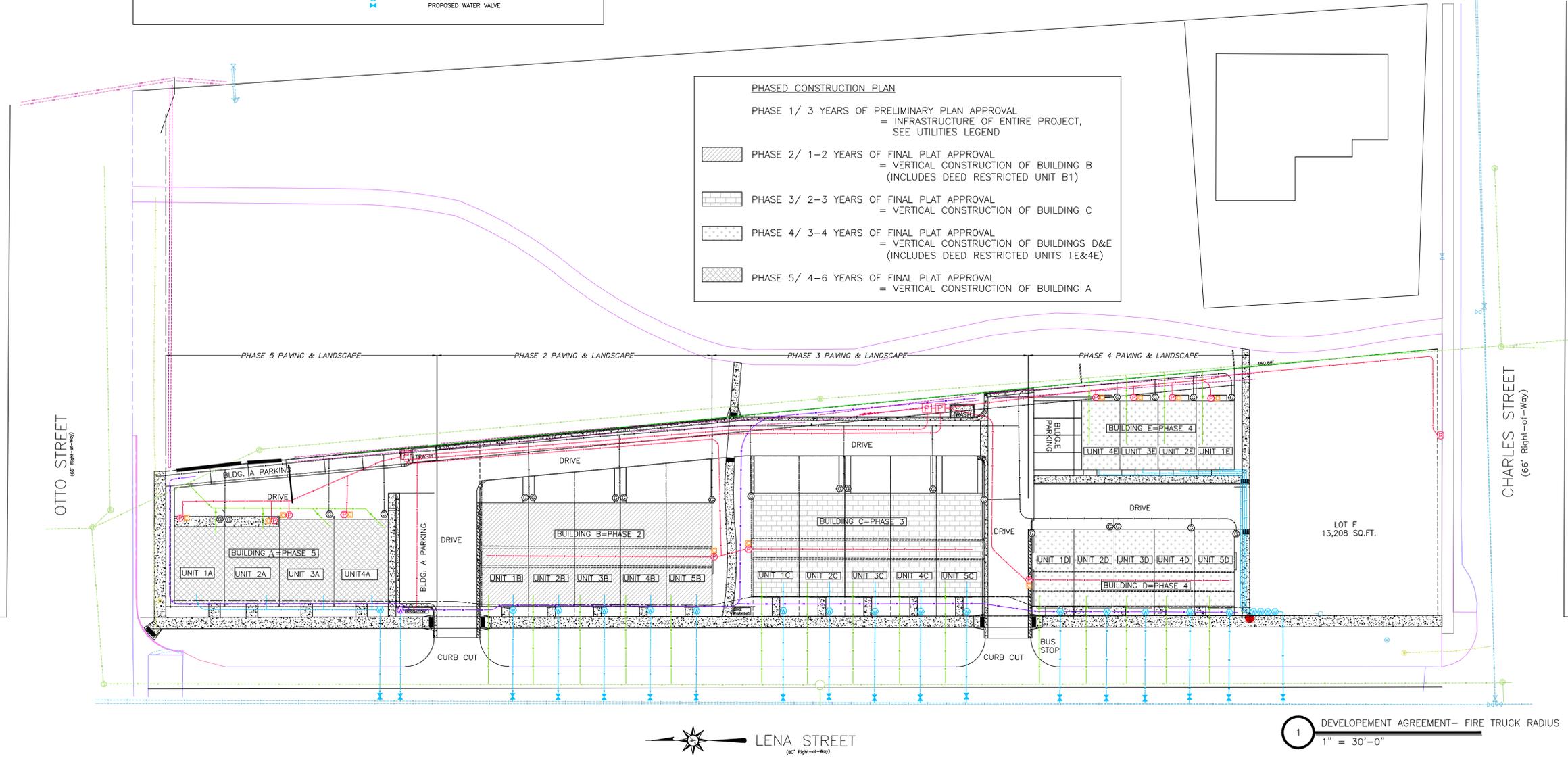
PHASE 1/ 3 YEARS OF PRELIMINARY PLAN APPROVAL  
= INFRASTRUCTURE OF ENTIRE PROJECT,  
SEE UTILITIES LEGEND

PHASE 2/ 1-2 YEARS OF FINAL PLAT APPROVAL  
= VERTICAL CONSTRUCTION OF BUILDING B  
(INCLUDES DEED RESTRICTED UNIT B1)

PHASE 3/ 2-3 YEARS OF FINAL PLAT APPROVAL  
= VERTICAL CONSTRUCTION OF BUILDING C

PHASE 4/ 3-4 YEARS OF FINAL PLAT APPROVAL  
= VERTICAL CONSTRUCTION OF BUILDINGS D&E  
(INCLUDES DEED RESTRICTED UNITS 1E&4E)

PHASE 5/ 4-6 YEARS OF FINAL PLAT APPROVAL  
= VERTICAL CONSTRUCTION OF BUILDING A



1 DEVELOPEMENT AGREEMENT- FIRE TRUCK RADIUS  
1" = 30'-0"

HINES DESIGNS, LLC

PHONE : (970) 626-2900  
P.O. BOX 725, RIDGWAY, CO 81432

LENA STREET COMMONS  
RIDGWAY, CO

All contents of these drawings are the sole property and copyright of Hines Design and are protected from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the designer before commencing work.

PRELIMINARY PLAT

DATE: 05.11.18

DEVELOPEMENT AGREEMENT PLAN

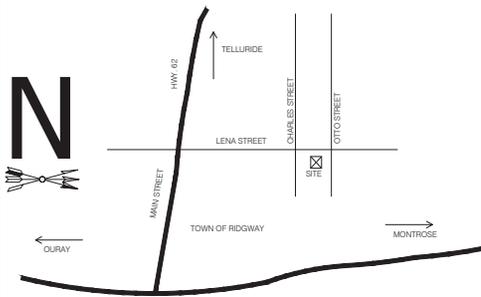
DA 1.2

# Exhibit C: Development Plans



# LENA STREET COMMONS

## VICINITY MAP



## SHEET INDEX

### CIVIL DRAWINGS:

- 1 COVER
- 2 SITE PLAN
- 3 MASTER GRADING AND DRAINAGE PLAN
- 4 GRADING PLAN - UNIT A
- 5 GRADING PLAN - UNIT B
- 6 GRADING PLAN - UNIT C
- 7 GRADING PLAN - UNIT D & E
- 8 GRADING PLAN - HB LOT
- 9 UTILITY PLAN
- 10 STORM DRAIN PLAN & PROFILE
- 11 STORM DRAIN PLAN & PROFILE
- 12 ROOF DRAIN PROFILES
- 13 DETAILS

### PLAT DRAWINGS:

- 1 PLAT NOTES
- 2 PLAT NOTES
- 3 PLAT PLAN
- 4 PLAT & EASEMENT PLAN

### ARCHITECTURAL DRAWINGS:

- T 1.0 TITLE SHEET
- DA 1.1 DEVELOPMENT PLAN
- DA 1.2 DEVELOPMENT PLAN W/ FIRE TRUCK TURNING
- A 1.0 LANDSCAPE PLAN
- I-1 IRRIGATION PLAN
- A 1.1 ARCHITECTURAL SITE & LIGHTING PLAN
- A 1.2 ARCHITECTURAL SITE & LIGHTING PLAN
- A 2.1 UNIT A FLOOR PLAN
- A 2.2 UNIT B GRADE LEVEL FLOOR PLAN
- A 2.3 UNIT B SECOND LEVEL FLOOR PLAN
- A 2.4 UNIT C GRADE LEVEL FLOOR PLAN
- A 2.5 UNIT C SECOND LEVEL FLOOR PLAN
- A 2.6 UNIT D GRADE LEVEL FLOOR PLAN
- A 2.7 UNIT D SECOND LEVEL FLOOR PLAN
- A 2.8 UNIT D THIRD LEVEL FLOOR PLAN
- A 2.9 UNIT E FLOOR PLAN
- A 4.1 UNIT A BUILDING ELEVATIONS
- A 4.2 UNIT B BUILDING ELEVATIONS
- A 4.3 UNIT B BUILDING ELEVATIONS
- A 4.4 UNIT C BUILDING ELEVATIONS
- A 4.5 UNIT C BUILDING ELEVATIONS
- A 4.6 UNIT D BUILDING ELEVATIONS
- A 4.7 UNIT D BUILDING ELEVATIONS
- A 4.8 UNIT E BUILDING ELEVATIONS
- A 5.1 UNIT A BUILDING SECTIONS
- A 5.2 UNIT B BUILDING SECTIONS
- A 5.3 UNIT C BUILDING SECTIONS
- A 5.4 UNIT D BUILDING SECTIONS
- A 5.5 UNIT E BUILDING SECTIONS

## PROJECT INFORMATION

**PROJECT ADDRESS:** TBD LENA STREET

**OWNER:** TRAVIS SPITZER  
CONCORDIA CAPITAL  
(970)728-8651

**APPLICANT:** TATE ROGERS  
ROGERS REAL ESTATE GROUP  
(970)626-2600

**ARCHITECT:** HINES DESIGNS  
SUNDRA HINES  
188 MARIE STREET  
RIDGWAY, CO 81432  
(970)626-2300

**CIVIL ENGINEER:** DEL-MONT CONSULTANTS  
125 COLORADO AVENUE  
MONTROSE, CO 81401  
(970)249-2251

**LEGAL COUNCIL:** ANDY MUELLER  
KERP NEU HANLON  
201 14TH ST STE.200  
P.O. 2038  
GLENWOOD SPRINGS, CO 81612  
(970)928-2116

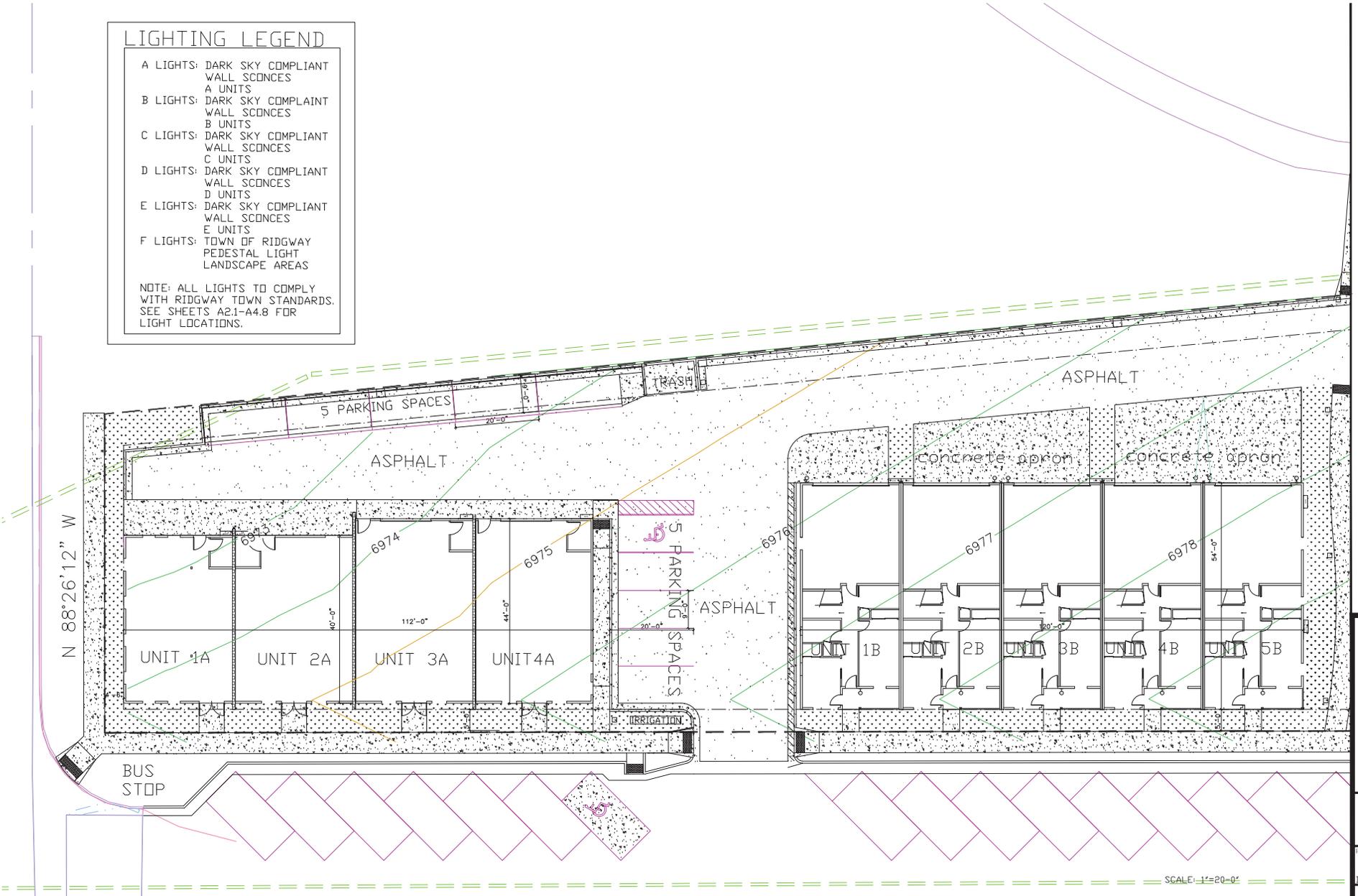
**TOM KENNEDY**  
THE LAW OFFICES OF THOMAS G. KENNEDY  
P.O. BOX 3081  
TELLURIDE, CO 81435  
(970) 728-2424



### LIGHTING LEGEND

- A LIGHTS: DARK SKY COMPLIANT WALL SCONCES  
A UNITS
- B LIGHTS: DARK SKY COMPLAINT WALL SCONCES  
B UNITS
- C LIGHTS: DARK SKY COMPLIANT WALL SCONCES  
C UNITS
- D LIGHTS: DARK SKY COMPLIANT WALL SCONCES  
D UNITS
- E LIGHTS: DARK SKY COMPLIANT WALL SCONCES  
E UNITS
- F LIGHTS: TOWN OF RIDGWAY PEDESTAL LIGHT  
LANDSCAPE AREAS

NOTE: ALL LIGHTS TO COMPLY WITH RIDGWAY TOWN STANDARDS. SEE SHEETS A21-A4.8 FOR LIGHT LOCATIONS.



1 SITE PLAN  
1" = 10'-0"



LENA STREET  
(80' Right-of-Way)

SCALE: 1"=20'-0"

HINES DESIGNS, LLC

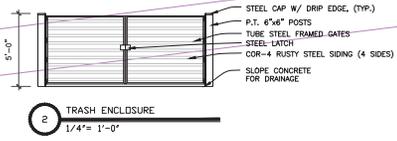
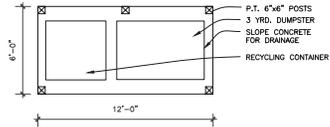
LENA STREET COMMONS  
RIDGWAY, CO

All contents of these drawings are the property of Hines Designs, LLC. No part of these drawings may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Hines Designs, LLC. The user of these drawings shall be deemed to have accepted the terms and conditions of this license. Hines Designs, LLC is not responsible for any errors or omissions in these drawings.

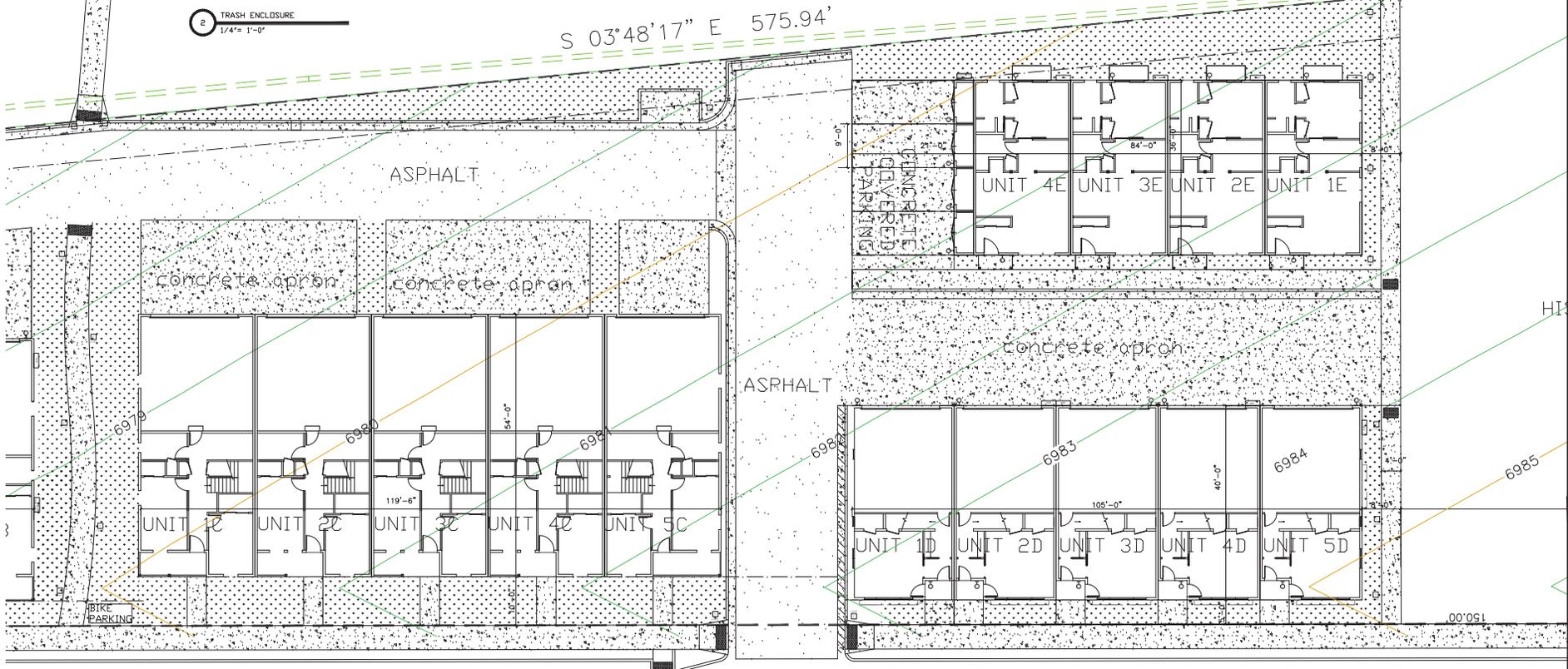
PRELIMINARY PLAN  
DATE: 5.11.18

SITE &  
LIGHTING PLAN  
A 1.1

PHONE: 808.626.2800  
PO BOX 124, RIDGWAY, CO 81402



2 TRASH ENCLOSURE  
1/4" = 1'-0"



1 SITE PLAN  
1" = 30'-0"



LENA STREET  
(80' Right-of-Way)

HINES DESIGNS, LLC

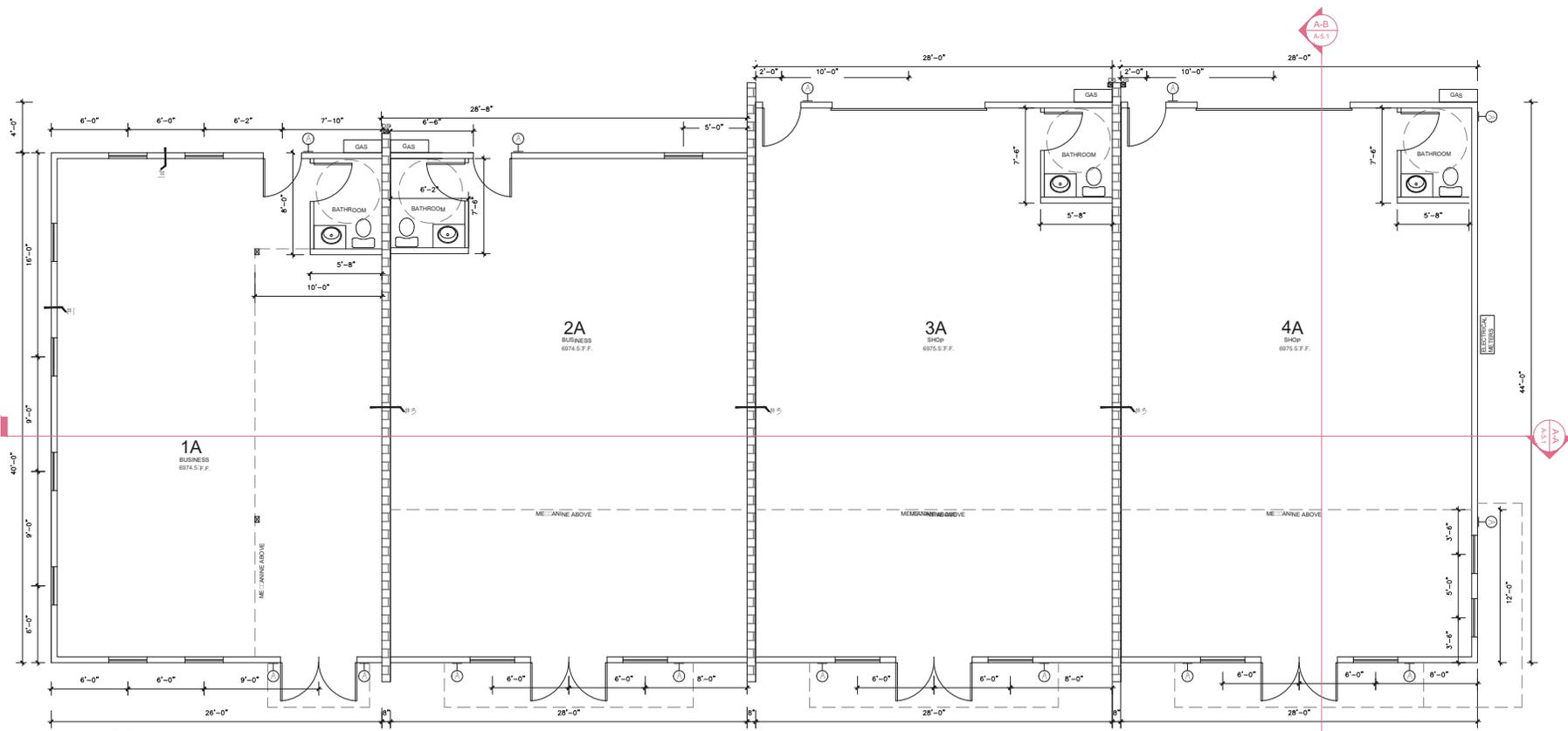
LENA STREET COMMONS  
RIDGWAY, CO

PRELIMINARY PLAN

DATES: 11.18  
SITE &  
LIGHTING PLAN

A 1.2

PHONE: (970) 682-2800  
P.O. BOX 728, RIDGWAY, CO 81442



**A UNITS**

ZONING = GENERAL COMMERCIAL  
 USE = COMMERCIAL BUILDING  
 2'A UNITS @ 1,232 S.F. & 2 'A' UNIT @ 1,120 S.F.  
 ONE LEVEL W/ MECHANICAL = 21'-0" BUILDING HEIGHT  
 REQUEST: 5'-0" FRONT SETBACK  
 4'-0" SIDE SETBACK

**CONSTRUCTION NOTES:**  
 CONCRETE SLAB ON GRADE FOUNDATION  
 MECHANICAL ABOVE RESTROOM  
 TENANT TO FINISH OUT  
 WALL DETAIL □3 = 3 HOUR FIRE RATED WALL  
 WALL DETAIL □1 = 1 HOUR FIRE RATED WALL

**LIGHTING NOTES:**  
 TYPE A - DARK SKY COMPLIANT  
 □2 = DOWNSPOUT LOCATION

1 A UNITS - FLOOR PLAN  
 1/4" = 1'-0"

All contents of these drawings are the sole property and copyright of Hines Design and are protected from use by others on any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAT

DATE: 3.30.18

UNIT A FLOOR PLAN

## LENA STREET COMMONS RIDGWAY, CO

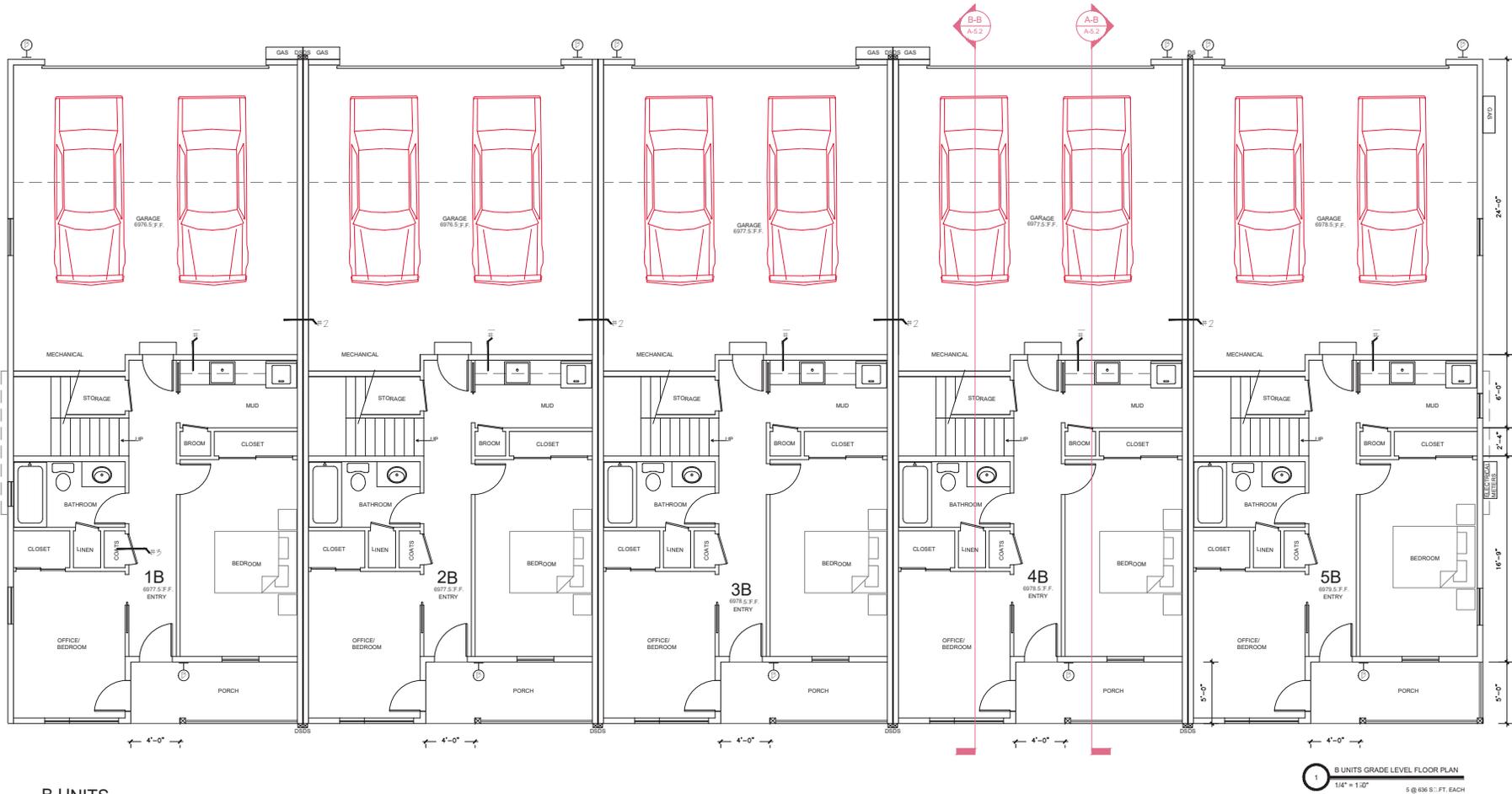
All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others on any other work, without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the architect before construction work.

PRELIMINARY PLAT

DATE: 8.25.17

UNIT B  
GROUND LEVEL  
FLOOR PLAN

A2.2



### B UNITS

LOADING - GENERAL COMMERCIAL  
USE = HIGH DENSITY RESIDENTIAL  
3" C" UNITS @ 1,647 S...FT. & 2" C" UNITS @ 1,651 S...FT.  
TWO STORY w/TWO CAR GARAGE=25'3" BLDG. HT.  
RE...UEST: 24'-0" LOT WIDTH  
5'-0" FRONT SETBACK

CONSTRUCTION NOTES:  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL □ = 2 HOUR FIRE RATED WALL  
WALL DETAIL □ = 1 HOUR FIRE RATED WALL

LIGHTING NOTES:  
TYPE B - DARK SKY COMPLIANT  
⊗ = DOWNSPOUT LOCATION

1 B UNITS GRADE LEVEL FLOOR PLAN  
1/4" = 1'-0"  
5 @ 636 S...FT. EACH

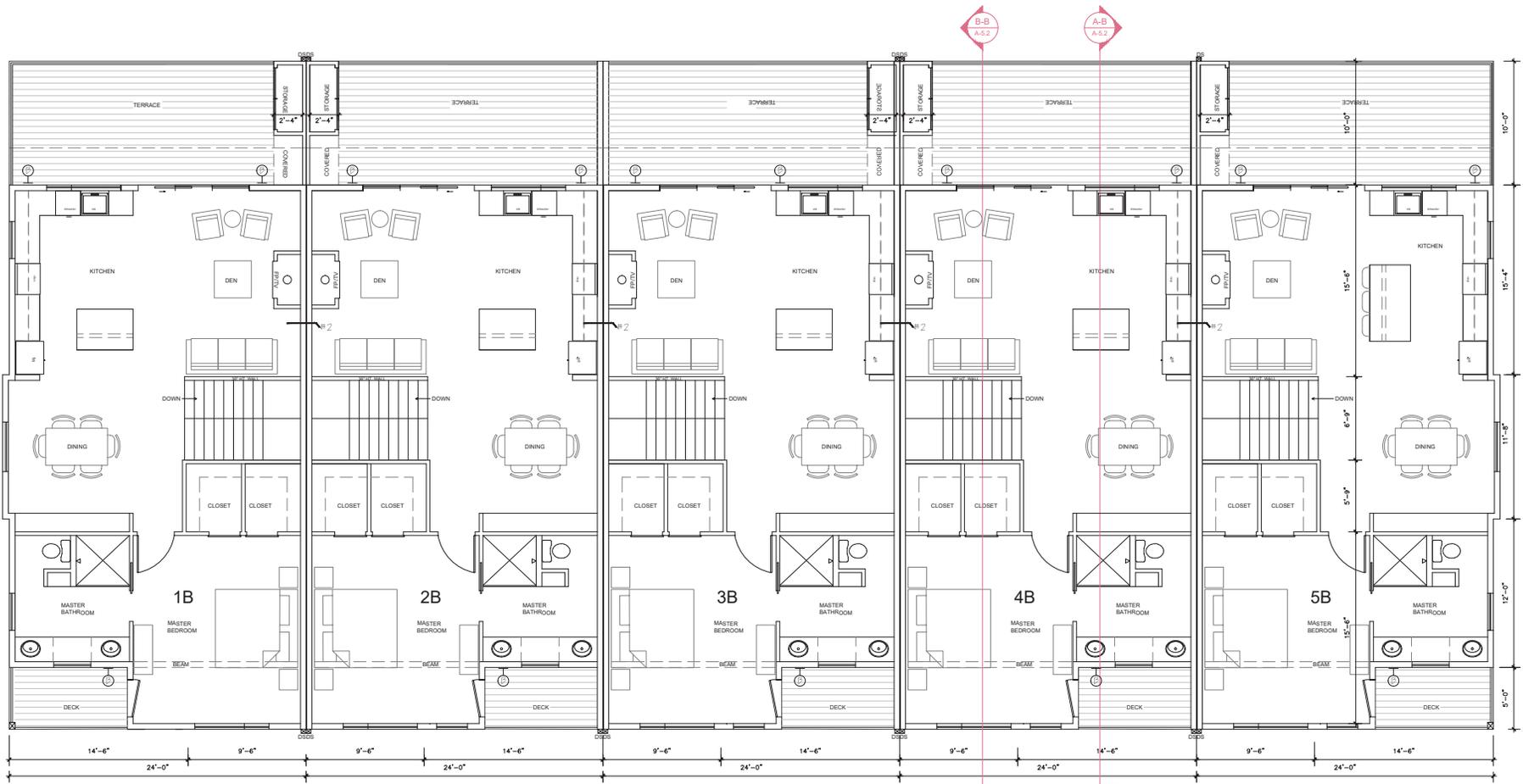
All contents of these drawings are the sole property and copyright of Hines Design and are protected from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAN

DATE: 8.25.17

UNIT B SECOND LEVEL FLOOR PLAN

A2.3



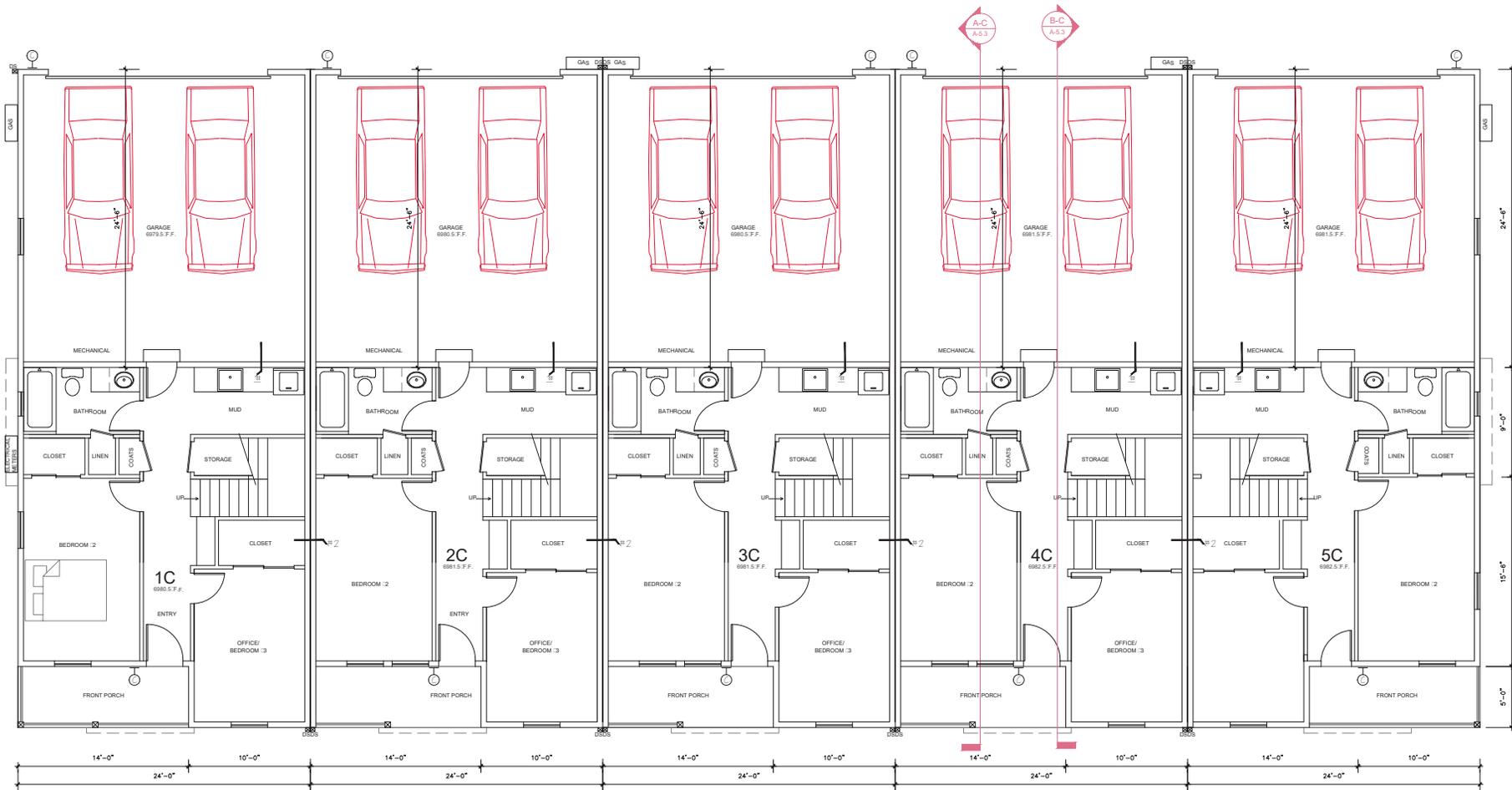
**B UNITS**

LOADING = GENERAL COMMERCIAL  
USE = HIGH DENSITY RESIDENTIAL  
3" C UNITS @ 1,647 S.F. & 2" C UNITS @ 1,651 S.F.  
TWO STORY w/TWO CAR GARAGE=25'-9" BLDG. HT.  
RE: WEST: 24'-0" LOT WIDTH  
5'-0" FRONT SETBACK

**CONSTRUCTION NOTES:**  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL [2] = 2 HOUR FIRE RATED WALL  
WALL DETAIL [1] = 1 HOUR FIRE RATED WALL

**LIGHTING NOTES:**  
TYPE B - DARK SKY COMPLIANT  
[DS] DOWNSPOUT LOCATION

1 B UNITS SECOND LEVEL FLOOR PLAN  
1/4" = 1'-0"  
3 @ 1010 S.F.  
2 @ 1017 S.F.



**C UNITS**

LOADING = GENERAL COMMERCIAL  
 USE = HIGH DENSITY RESIDENTIAL  
 3"Ø UNITS @ 1,662 S. FT. & 2"Ø UNITS @ 1,669 S. FT.  
 TWO STORY w/TWO CAR GARAGE=25'-7" BLDG. HT.  
 REAR YARD: 24'-0" LOT WIDTH  
 10'-0" FRONT SETBACK

**CONSTRUCTION NOTES:**  
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
 CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
 MECHANICAL SYSTEM IN GARAGE  
 WALL DETAIL □ = 2 HOUR FIRE RATED WALL  
 WALL DETAIL □ = 1 HOUR FIRE RATED WALL

**LIGHTING NOTES:**  
 TYPE C - DARK SKY COMPLIANT  
 Ⓢ DOWNSPOUT LOCATION

1 UNIT C GRADE LEVEL FLOOR PLAN  
 1/4" = 1'-0"  
 5 @ 650 S. FT. EACH

All contents of these drawings are the sole property and copyright of Hines Design and are protected from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAT

DATE: 3.30.18

C UNITS  
 GRADE LEVEL  
 FLOOR PLAN

All contents of these drawings are the sole property and copyright of Hines Design and are provided from use to others without written permission. We retain the right to make amendments over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAN

DATE: 3.30.18

C UNITS  
SECOND LEVEL  
FLOOR PLAN

A 2.5



### C UNITS

LOADING = GENERAL COMMERCIAL  
USE = HIGH DENSITY RESIDENTIAL  
3'0" UNITS @ 1,662 S.F. & 2'10" UNITS @ 1,669 S.F.  
TWO STORY w/TWO CAR GARAGE=25'7" BLDG. HT.  
REQUIREMENT: 24'-0" LOT WIDTH  
10'-0" FRONT SETBACK

**CONSTRUCTION NOTES:**  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL □2 = 2 HOUR FIRE RATED WALL  
WALL DETAIL □1 = 1 HOUR FIRE RATED WALL

**LIGHTING NOTES:**  
TYPE C - DARK SKY COMPLIANT  
☐ DOWNSPOUT LOCATION

1 UNIT C SECOND LEVEL FLOOR PLAN  
1/4" = 1'-0"  
3 @ 1012 S.F.  
2 @ 1939 S.F.

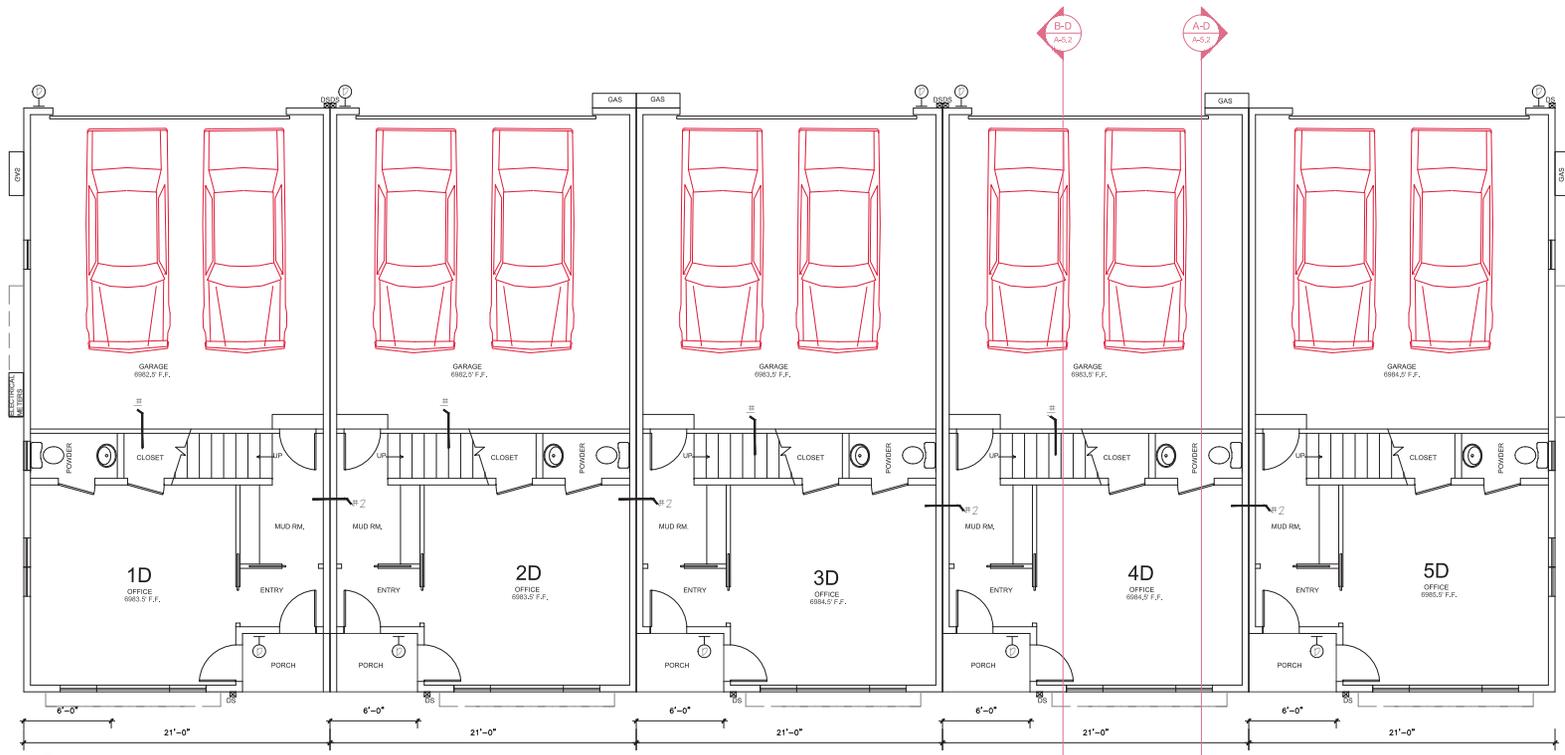
All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others on any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAT

DATE: 8.25.17

D UNITS  
GROUND LEVEL  
FLOOR PLAN

# A2.6



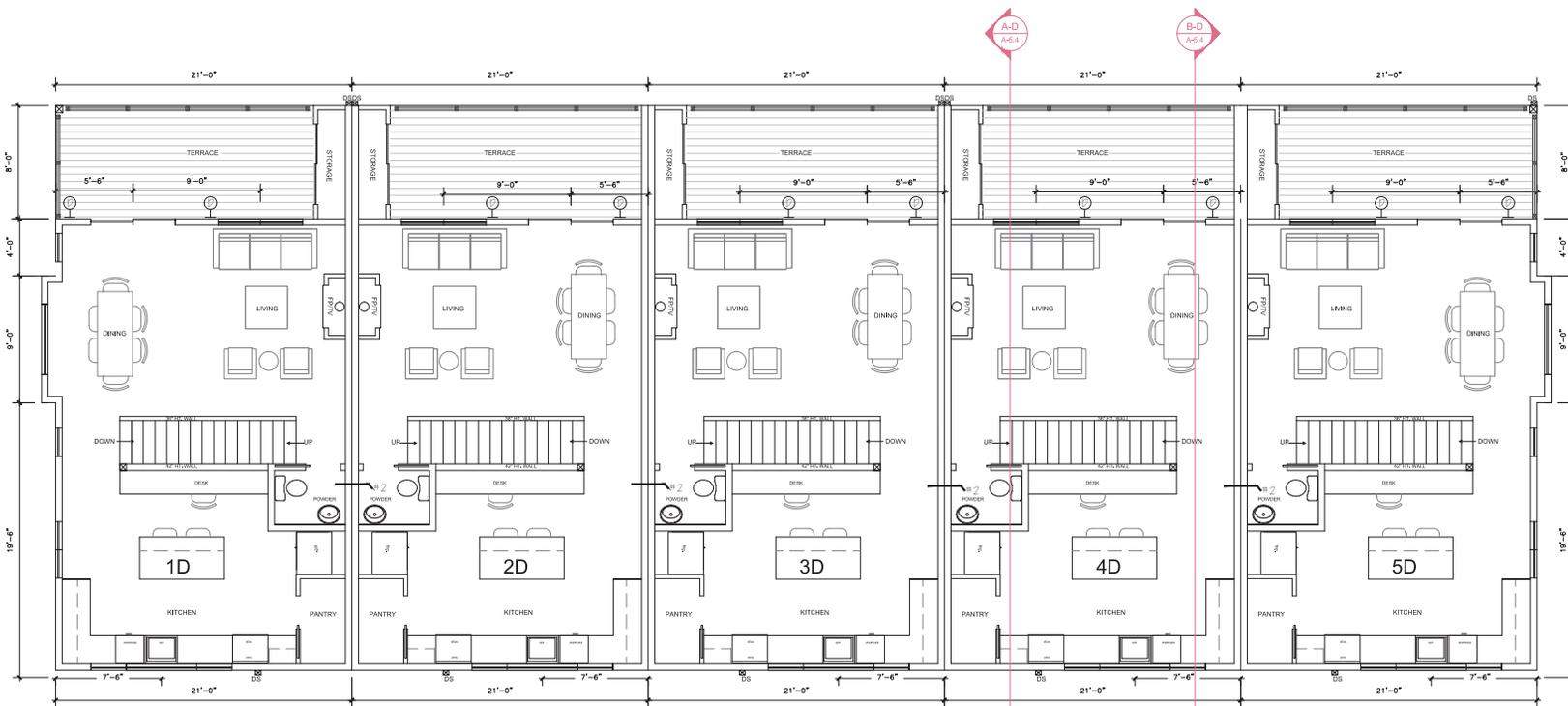
### D UNITS

ZONING = GENERAL COMMERCIAL  
USE = HIGH DENSITY RESIDENTIAL  
3'D UNITS @ 1,864 SQ.FT. & 2'D UNITS @ 1,873 SQ.FT.  
THREE STORY W/ TWO CAR GARAGE 35'-0" BLDG. HT.  
REQUEST = 5'-0" FRONT SET BACK  
21'-0" LOT WIDTH  
HEIGHT VARIANCE TO 35'-0" BLDG. HT.

**CONSTRUCTION NOTES:**  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL #2 = 2 HOUR FIRE RATED WALL  
WALL DETAIL #1 = 1 HOUR FIRE RATED WALL

**LIGHTING NOTES:**  
TYPE D - DARK SKY COMPLIANT  
  
Ⓜ DOWNSPOUT LOCATION

D UNITS GROUND LEVEL FLOOR PLAN  
1/4" = 1'-0"  
354 SQ.FT. EACH



**D UNITS**

ZONING = GENERAL COMMERCIAL  
 USE = HIGH DENSITY RESIDENTIAL  
 3"D" UNITS @ 1,864 SQ.FT. & 2 "D" UNITS @ 1,873 SQ.FT.  
 THREE STORY W/ TWO CAR GARAGE 35'-0" BLDG. HT.  
 REQUEST = 5'-0" FRONT SET BACK  
 21'-0" LOT WIDTH  
 HEIGHT VARIANCE TO 35'-0" BLDG. HT.

**CONSTRUCTION NOTES:**  
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
 CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
 MECHANICAL SYSTEM IN GARAGE  
 WALL DETAIL #2 = 2 HOUR FIRE RATED WALL  
 WALL DETAIL #1 = 1 HOUR FIRE RATED WALL

**LIGHTING NOTES:**  
 TYPE D - DARK SKY COMPLIANT

DOWNSPOUT LOCATION

1 D UNITS SECOND LEVEL FLOOR PLAN  
 1/4" = 1'-0"

3 @ 672 SQ.FT. EACH  
 2 @ 861 SQ.FT. EACH

All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the architect before construction work.

PRELIMINARY PLAT

DATE: 11.14.17

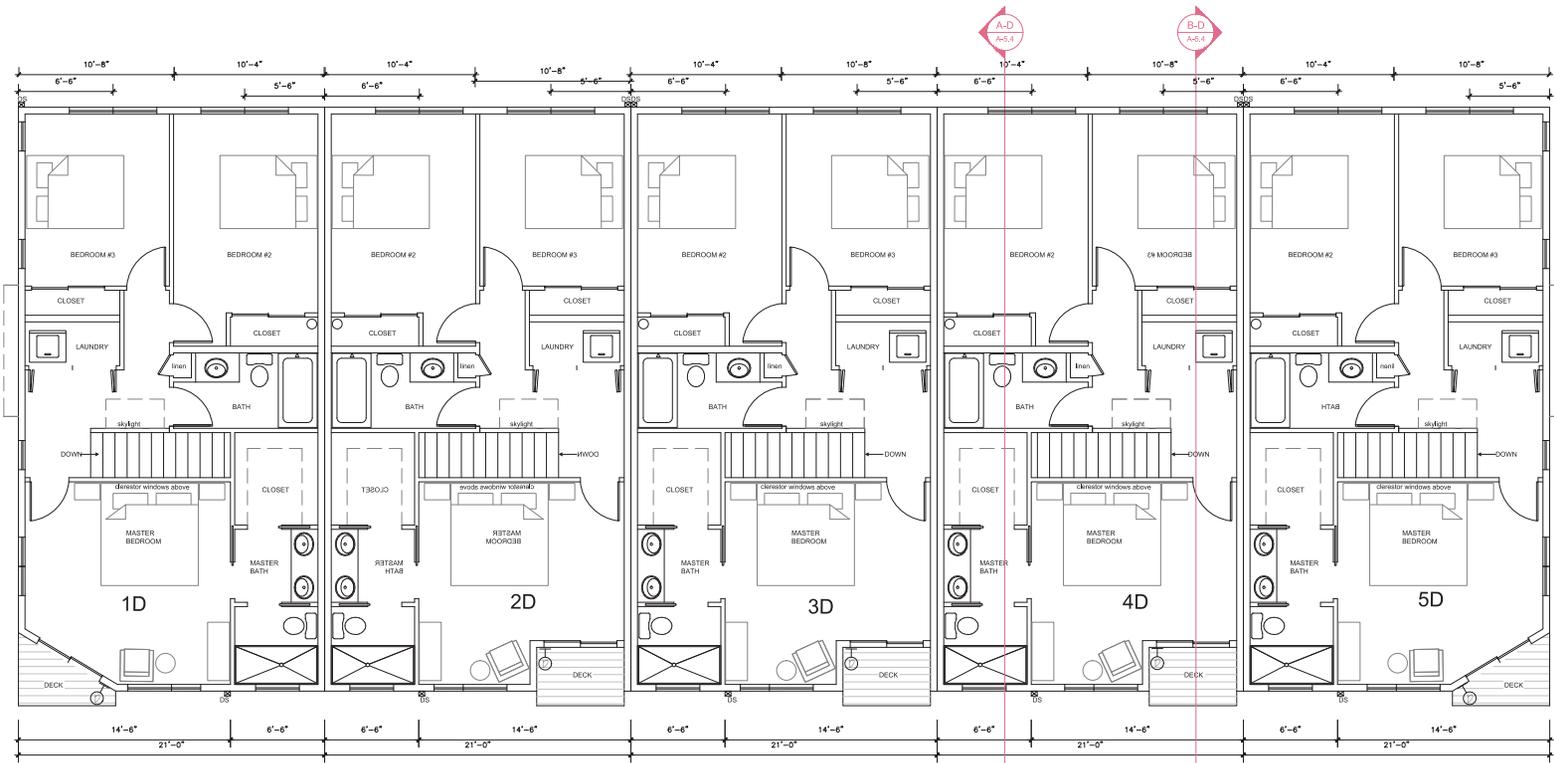
D UNITS  
 SECOND LEVEL  
 FLOOR PLAN

All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAN

DATE: 8.25.17

D UNITS  
THIRD LEVEL  
FLOOR PLAN



**D UNITS**

ZONING = GENERAL COMMERCIAL  
USE = HIGH DENSITY RESIDENTIAL  
3'D UNITS @ 1,864 SQ.FT. & 2'D UNITS @ 1,873 SQ.FT.  
THREE STORY W/ TWO CAR GARAGE 35'-0" BLDG. HT.  
REQUEST = 5'-0" FRONT SET BACK  
21'-0" LOT WIDTH  
HEIGHT VARIANCE TO 35'-0" BLDG. HT.

**CONSTRUCTION NOTES:**  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL #2 = 2 HOUR FIRE RATED WALL  
WALL DETAIL #1 = 1 HOUR FIRE RATED WALL

**LIGHTING NOTES:**  
TYPE D - DARK SKY COMPLIANT  
DS DOWNSPOUT LOCATION

1 D UNITS THIRD LEVEL FLOOR PLAN  
1/4" = 1'-0"  
820 SQ.FT. EACH

All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAN

DATE: 11.14.17

E UNITS  
FLOOR PLAN

A2.9



### E UNITS

ZONING = GENERAL COMMERCIAL  
USE = HIGH DENSITY RESIDENTIAL  
4 "E" UNITS @ 720 EA. @ 21'-3" BUILDING HEIGHT  
REQUEST: ADJUSTMENT OF REAR SETBACK @ POST  
CONDITIONAL USE: 20'-0" LOT WIDTH  
ONE NON-ATTACHED PARKING SPACE

CONSTRUCTION NOTES:  
CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE  
CRAWLSPACE IN LIVING SPACE OF GRADE LEVEL  
MECHANICAL SYSTEM IN GARAGE  
WALL DETAIL #2 = 2 HOUR FIRE RATED WALL

LIGHTING NOTES:  
TYPE E - DARK SKY COMPLIANT

28 DOWNSPOUT LOCATION

1 E UNITS FLOOR PLAN  
1/4" = 1'-0"



FINISH GRADE 6974'-0"  
EXISTING GRADE 6973'-0"

4 A UNITS NORTH ELEVATION  
1/4" = 1/20"



FINISH GRADE 6975'-0"  
EXISTING GRADE 6974'-0"  
FINISH GRADE 6974'-0"  
EXISTING GRADE 6973'-0"

3 A UNITS SOUTH ELEVATION  
1/4" = 1/20"



FINISH GRADE 6974'-0"  
EXISTING GRADE 6973'-0"

GRADE 6973'-0"

2 A UNITS WEST ELEVATION  
1/4" = 1/20"

ELEV. 119'-0"  
F.O. CEILING  
9'-0"  
ELEV. 110'-0"  
F.O. SHEATHING  
4'-0"  
10'-0"  
ELEV. 100'-0"  
F.O. CONCRETE  
FINISH GRADE 6973'-0"  
EXISTING GRADE 6974'-0"



FINISH GRADE 6976'-0"  
EXISTING GRADE 6974'-0"

FINISH GRADE 6974'-0"  
EXISTING GRADE 6973'-0"

1 A UNITS EAST ELEVATION  
1/4" = 1/20"

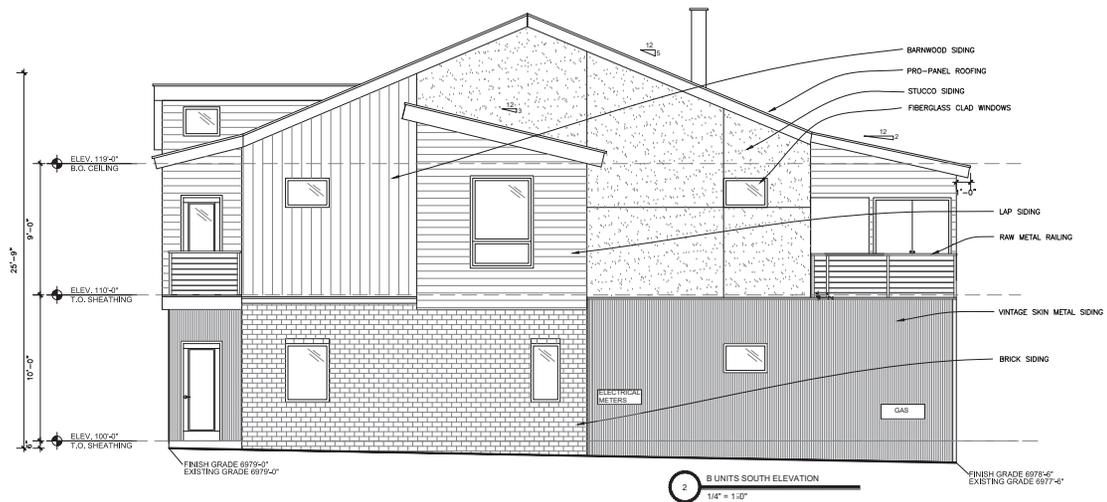
All contents of these drawings are the sole property and copyright of Hines Design and are produced from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the architect before commencing work.

PRELIMINARY PLAT

DATE: 3.30.18

UNIT A BUILDING ELEVATIONS

A 4.1



HINES DESIGNS

PHONE : (970) 626-2300  
188 Marie Street Ridgway, CO 81432

LENA STREET COMMONS  
RIDGWAY, CO

All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use or other use without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAT

DATE: 11.14.17

B UNITS  
EXTERIOR ELEVATIONS

A4.2

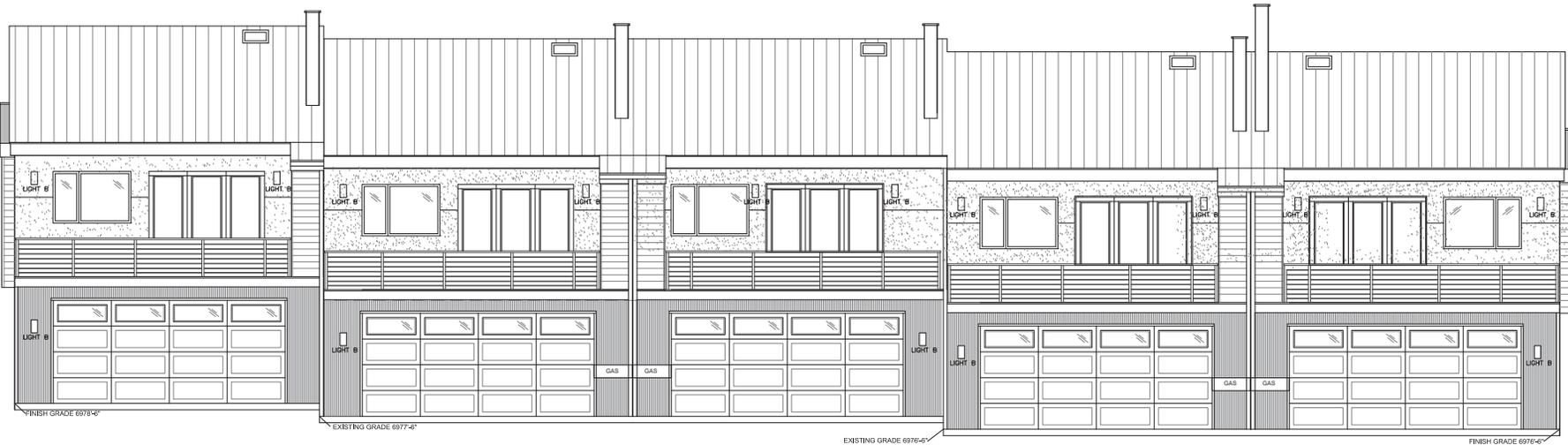
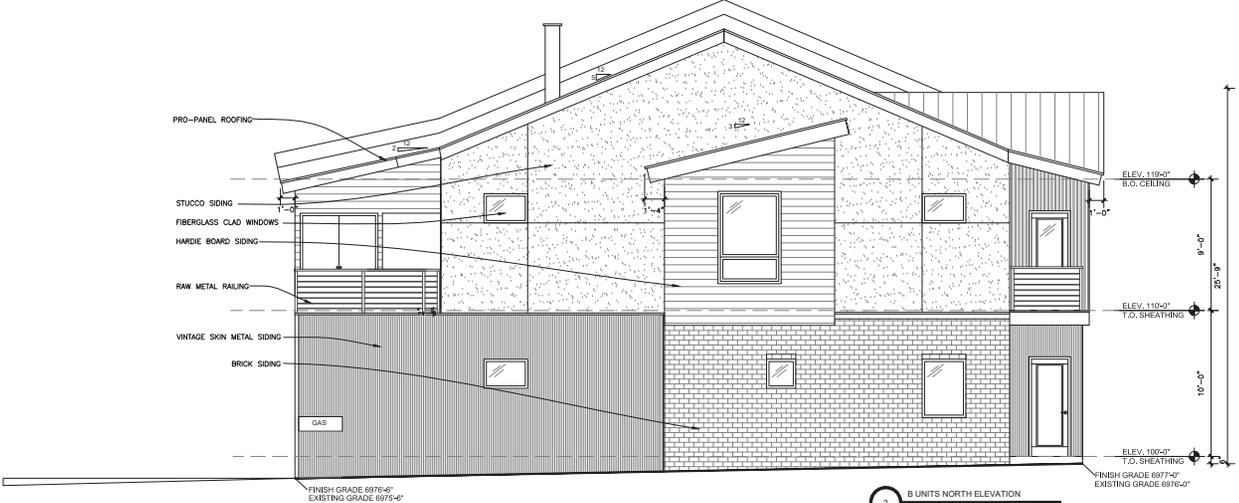
All contents of these drawings are the sole property and intellectual property of Hines Design and are protected from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the architect before commencing work.

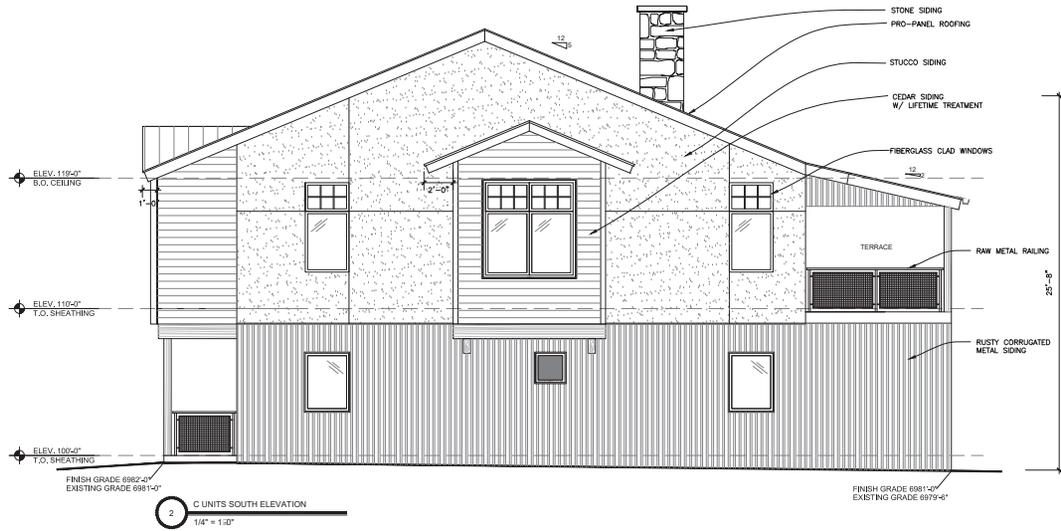
PRELIMINARY PLAT

DATE: 11.14.17

B UNITS EXTERIOR ELEVATIONS

A4.3





All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others without our written permission. We reserve the right to make changes without notice. Any discrepancy regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAN

DATE: 11.14.17

C UNITS  
BUILDING  
ELEVATIONS

A 4.4



2 C UNITS NORTH ELEVATION  
1/4" = 1'-0"



1 C UNITS EAST ELEVATION  
1/4" = 1'-0"

LENA STREET COMMONS  
RIDGWAY, CO

All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others on any other work without written permission. Where dimensions take precedence over scaled dimensions, they take precedence. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAN

DATE: 11.14.17

C UNITS BUILDING ELEVATIONS

A 4.5

All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others on any other work without written permission. Where dimensions take precedence over exact dimensions, any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAT

DATE: 11.14.17

D UNITS  
BUILDING  
ELEVATIONS

A4.6





2 D UNITS SOUTH ELEVATION  
1/4" = 1'-0"



1 D UNITS EAST ELEVATION  
1/4" = 1'-0"

LENA STREET COMMONS  
RIDGWAY, CO

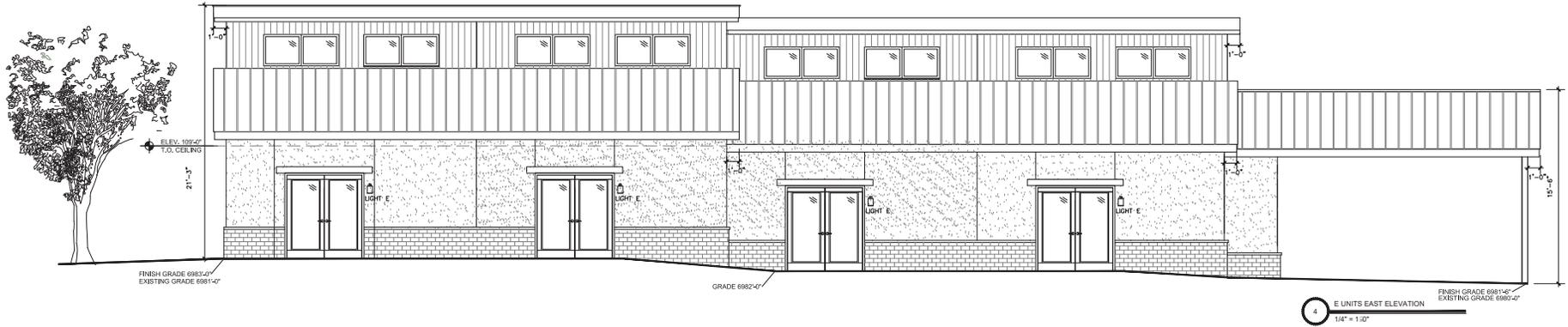
All contents of these drawings are the sole property and copyright of Hines Design and are protected from use or copies in any other work without written permission. All final dimensions take precedence over scaled dimensions. Any discrepancy regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAN

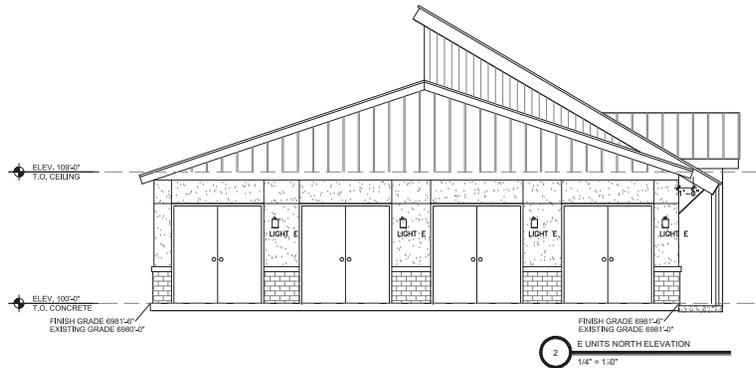
DATE: 11.14.17

D UNITS  
BUILDING  
ELEVATIONS

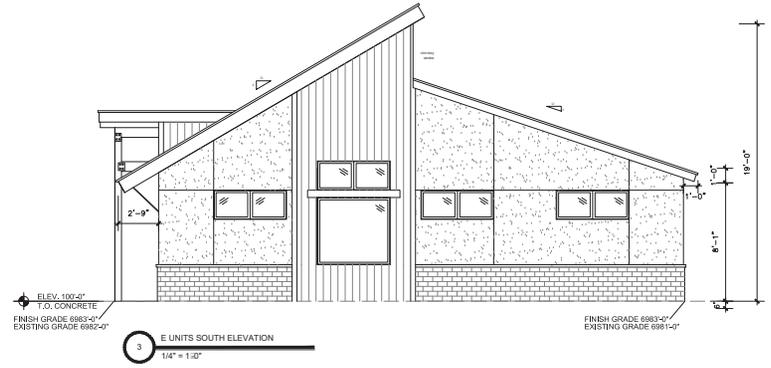
A4.7



4 E UNITS EAST ELEVATION  
1/4" = 1'-0"



2 E UNITS NORTH ELEVATION  
1/4" = 1'-0"



3 E UNITS SOUTH ELEVATION  
1/4" = 1'-0"



1 E UNITS WEST ELEVATION  
1/4" = 1'-0"

All contents of these drawings are the sole property and intellectual property of Hines Design and are provided for use by others on any other work without written permission. Written dimensions take precedence over verbal dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

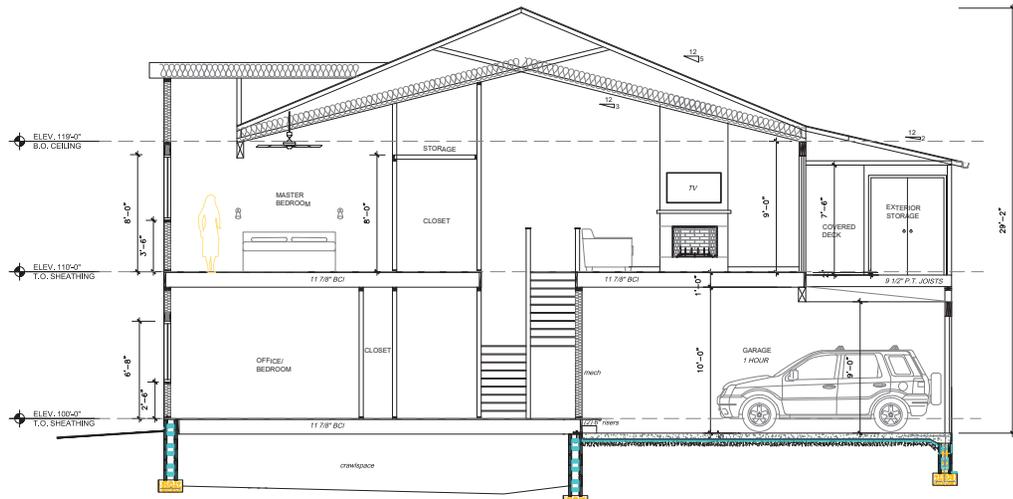
PRELIMINARY PLAT

DATE: 11.14.17

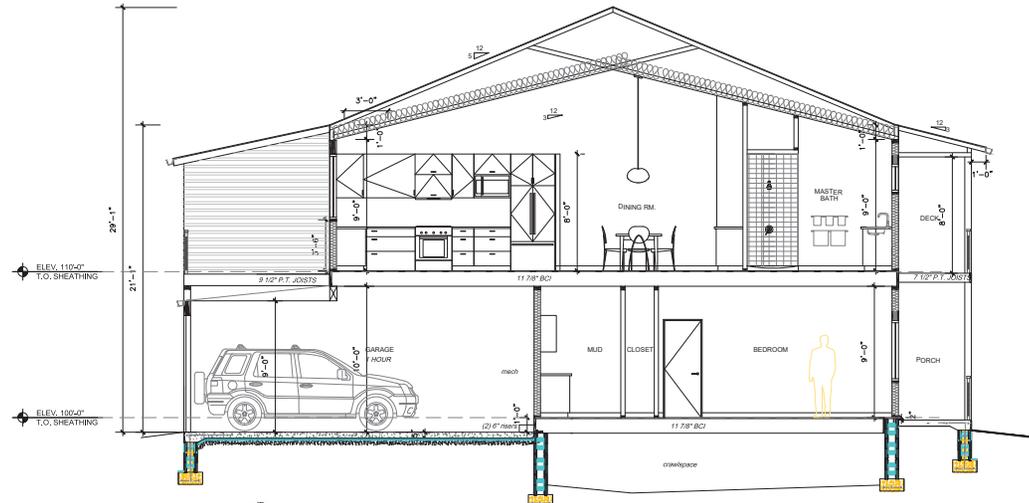
E UNITS BUILDING ELEVATIONS

A4.8





SECTION B - B UNITS  
1/4" = 1'-0"



SECTION A - B UNITS  
1/4" = 1'-0"

# HINES DESIGNS

PHONE: (970) 626.2300  
188 Marie Street Ridgway, CO 81432

## LENA STREET COMMONS RIDGWAY, CO

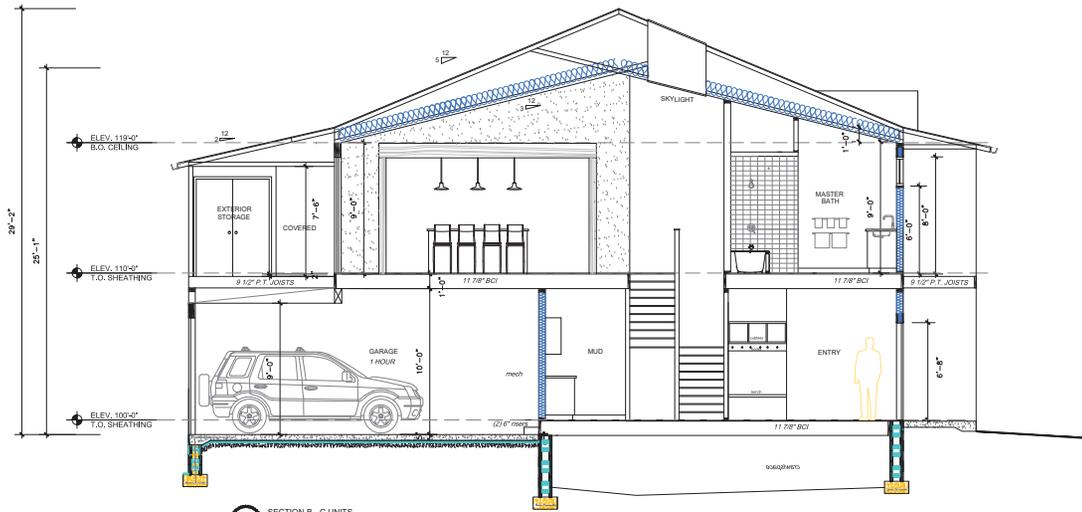
All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others on any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAT

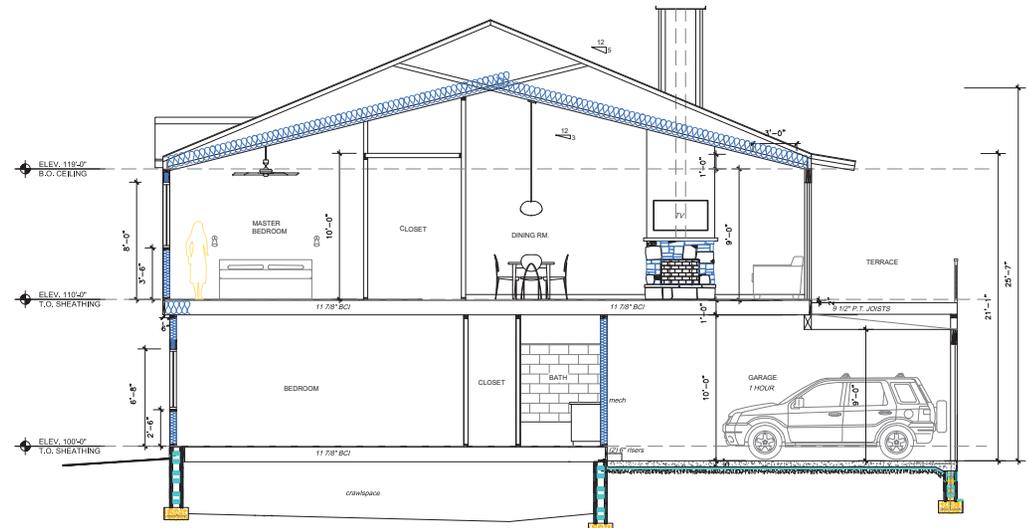
DATE: 8.25.17

B UNITS  
BUILDING SECTIONS

A5.2



SECTION B - C UNITS  
1/4" = 1'-0"



SECTION A - C UNITS  
1/4" = 1'-0"

# HINES DESIGNS

PHONE : (970) 625.2300  
188 Marie Street Ridgway, CO 81432

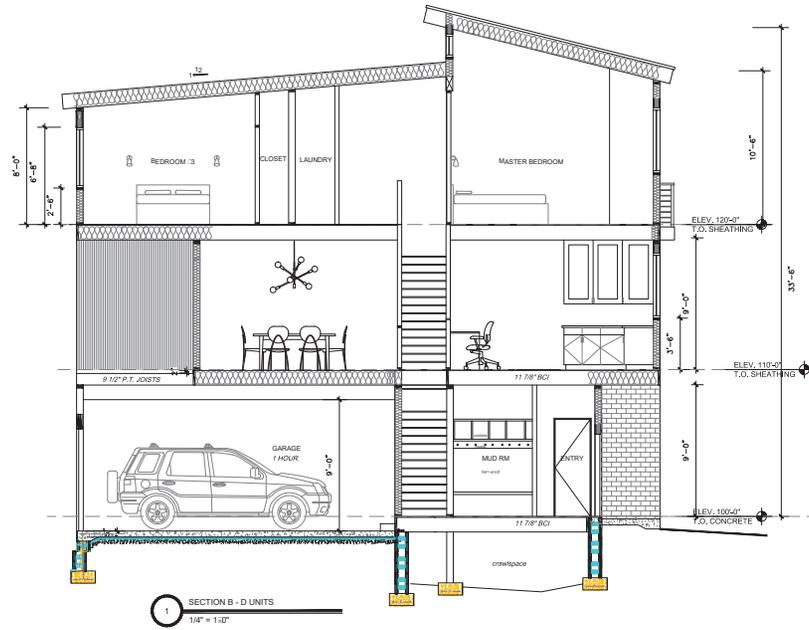
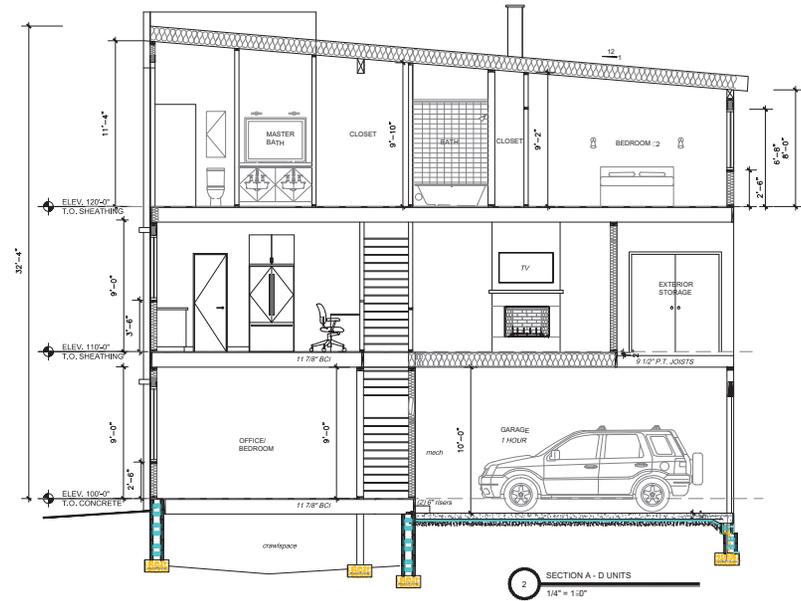
## LENA STREET COMMONS RIDGWAY, CO

All contents of these drawings are the sole property and copyright of Hines Design and are protected from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the Architect before commencing work.

PRELIMINARY PLAT

DATE: 8.25.17

C UNITS  
BUILDING SECTIONS



# HINES DESIGNS

PHONE: (970) 626.2300  
188 Marie Street Ridgway, CO 81432

## LENA STREET COMMONS RIDGWAY, CO

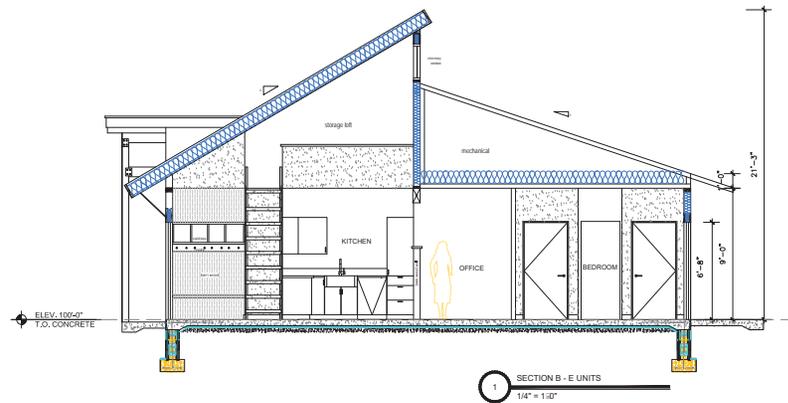
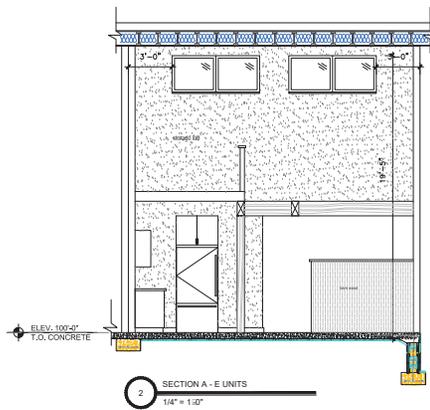
All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others in any other work without written permission. Written dimensions take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the architect before commencing work.

PRELIMINARY PLAT

DATE: 11.14.17

D UNITS BUILDING SECTIONS

A5.4



# HINES DESIGNS

PHONE: (970) 626.2300  
188 Marie Street Ridgway, CO 81432

## LENA STREET COMMONS RIDGWAY, CO

All contents of these drawings are the sole property and copyright of Hines Designs and are protected from use by others on any other work without written permission. We often discover take precedence over scaled dimensions. Any discrepancies regarding dimensions are to be brought to the architect before commencing work.

PRELIMINARY PLAT

DATE: 8.25.17

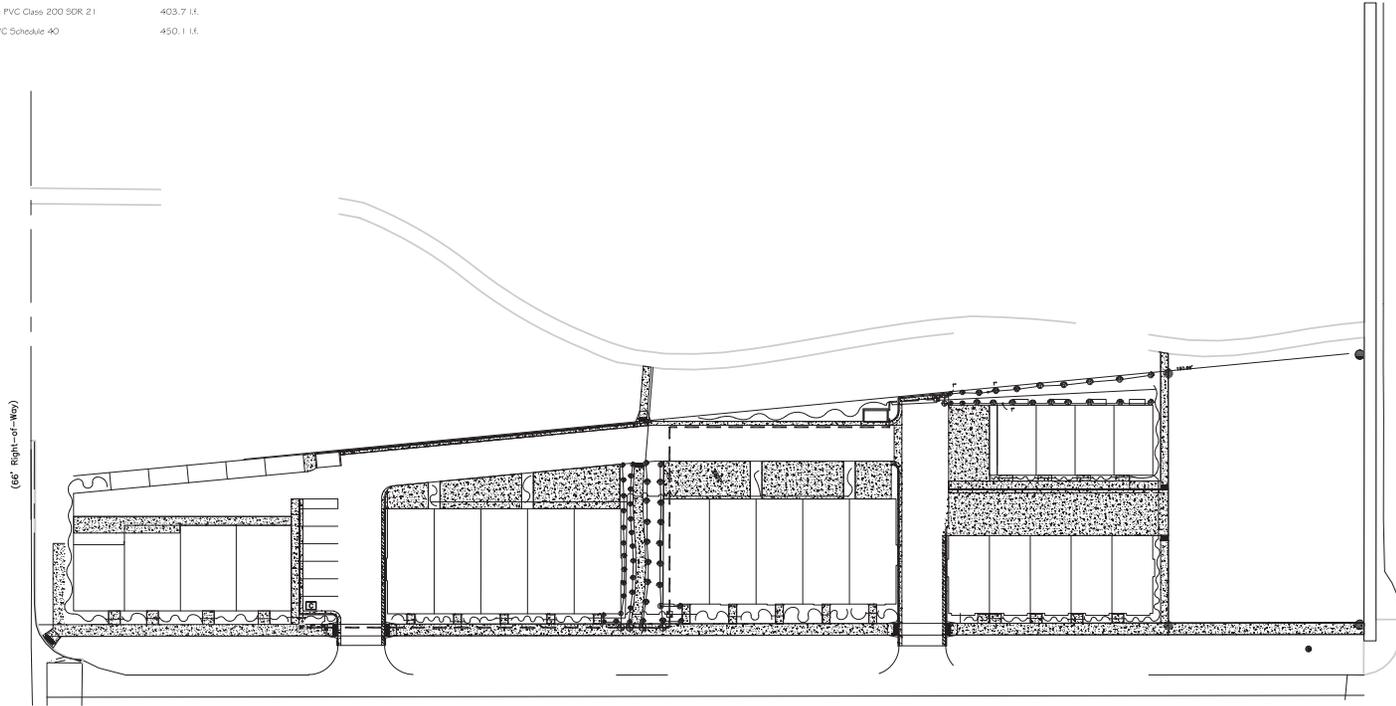
E UNITS  
BUILDING SECTIONS

A5.5

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	DETAIL
	Rain Bird 1804 8 Series MPR Turf Spray 4.0' Pop-Up Sprinkler with Co-Molded Wiper Seal, 1/2" NPT Female Threaded Inlet.	30	
	Rain Bird 1804 10 Series MPR Turf Spray 4.0' Pop-Up Sprinkler with Co-Molded Wiper Seal, 1/2" NPT Female Threaded Inlet.	30	
	Rain Bird 1804 12 Series MPR Turf Spray 4.0' Pop-Up Sprinkler with Co-Molded Wiper Seal, 1/2" NPT Female Threaded Inlet.	30	
	Rain Bird 1804 15 Series MPR Turf Spray 4.0' Pop-Up Sprinkler with Co-Molded Wiper Seal, 1/2" NPT Female Threaded Inlet.	30	
	Rain Bird 1804 ADJ Turf Spray 4.0' Pop-Up Sprinkler with Co-Molded Wiper Seal, 1/2" NPT Female Threaded Inlet.	30	
	Rain Bird LFV-075 3/4" Low Flow DV Valve		
	Rain Bird DVT Standard configuration, electric remote control valve. Plastic residential in 1". With Flow Control.	6	
	Felco 825Y 1" Reduced Pressure Backflow Preventer	1	
	Rain Bird ESP4ME 4-Station Hybrid Modular Outdoor Controller. For Residential or light Commercial Applications.	1	
	Irrigation Lateral Line: PVC Class 200 SDR 21	403.7 l.f.	
	Irrigation Mainline: PVC Schedule 40	450.1 l.f.	

Irrigation Notes:  
 This design is diagrammatic and the mainline is drawn outside of the landscape areas for clarity. All irrigation piping is to be placed inside of landscape beds.  
 All sleeving is to be twice the diameter of the size of the pipe sleeved.  
 Irrigation zones are to have a maximum flow of 1.3 G.P.M.



RAINMAKER INC. LANDSCAPE DESIGN    Lena Street Commons    RIDGWAY CO  
 MONTROSE CO 81403    970-249-8081

Drawn By	
Date	06.07.18
Revision #	











## AGENDA ITEM #23

# PLANNING & ZONING PERMIT

**Incomplete Applications will be Rejected**

Receipt # \_\_\_\_\_ \*

Date Received \_\_\_\_\_ \*

By \_\_\_\_\_ \*

\* For Office Use Only

## ACTION REQUESTED

TEMPORARY USE PERMIT	<input type="checkbox"/> 7-3-13c	VARIANCE	<input type="checkbox"/> 7-3-16
CONDITIONAL USE PERMIT	<input type="checkbox"/> 7-3-14	REZONING	<input type="checkbox"/> 7-3-17
CHANGE IN NON-CONFORMING USE	<input type="checkbox"/> 7-3-15	SUBDIVISION	<input checked="" type="checkbox"/> 7-4-1 thru 7-4-12
OTHER: _____	<input type="checkbox"/> <del>7-4-12</del>		

**APPLICANT/APPLICANTS:**

**NAME:** *Same*  
**MAILING ADDRESS:**  
**CITY:**  
**TELEPHONE NO.:**  
**FAX:**

**OWNER/OWNERS OF RECORD:**

**NAME:** *Ridgway Light Industrial, LLC*  
**MAILING ADDRESS:** *7676 Hwy 145*  
**CITY:** *Telluride, CO 81435*  
**TELEPHONE NO:** *970-728-3540*

ADDRESS OF PROPERTY: *Phase 3 Ridgway Industrial Park*  
 ACREAGE/SQUARE FOOTAGE: *Approx 5 ac* ZONING DISTRICT: *Light Industrial*  
 BRIEF DESCRIPTION OF REQUESTED ACTION: *Extension of Phase 3 plat and zoning*

**ATTACHMENTS REQUIRED FOR ALL ACTIONS:**

1. Evidence of ownership or written notarized consent of legal owner(s).
2. Copy of all site plans drawn to scale showing location of building(s), elevations, abutting streets, and all dimensions, must be submitted on paper size of 8.5 x 11 or 11 x 17.
3. A filing fee payable to the Town of Ridgway.

**FILING FEE SCHEDULE:**

<b>Temporary Use</b>	\$ 100.00	<b>Subdivisions</b>	
<b>Conditional Use</b>	100.00	a. Sketch Plan	\$ 200.00
<b>Change in Nonconforming Use</b>	100.00	(plus \$10.00 per lot or unit)	
<b>Variances &amp; Appeals</b>	150.00	b. Preliminary Plat	400.00
<b>Rezoning</b>	200.00	(plus \$20.00 per lot or unit)	
<b>Reviews Pursuant to 7-3-18</b>	100.00	c. Final Plat	300.00
<b>Variance from Flood Plain Reg's</b>	100.00	d. Minor Subdivision	200.00
<b>Deviations from Single Family</b>		e. Lot Split	100.00
<b>Design Standards</b>	100.00	f. Replat/amended plats	100.00
		g. Planned Unit Development	(a. b. & c.)

**ADDITIONAL COSTS:**

Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.

**SPECIFIC ATTACHMENTS REQUIRED FOR EACH ACTION:**

**CONDITIONAL USE PERMITS:**

1. The site plan shall show off-street parking requirements, landscaping and architectural features.
2. Information showing compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
4. Property shall be posted at least 10 days prior to the hearing.

**TEMPORARY USE PERMITS:**

1. The site plan shall show off-street parking requirements, landscaping and architectural features.
2. Information showing compliance with applicable criteria.
3. Property shall be posted at least 10 days prior to the hearing.

**CHANGES IN NON-CONFORMING USE:**

1. Description of existing non-conformity.
2. Information showing compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.
4. Property shall be posted at least 10 days prior to the hearing.

**VARIANCE:**

1. Site plan showing details of the variance request and existing uses within 100 ft. of property.
2. Information showing compliance and/or non-compliance with applicable criteria.
3. Notice of hearing shall be posted at Town Hall 10 days before the hearing.

**REZONING:**

1. Legal description, present zoning and requested zoning of property.
2. Notice of hearing shall be posted 10 days before the date of the hearing.
3. Property shall be posted at least 10 days prior to the hearing.

**SUBDIVISION:**

1. All requirements established by Municipal Code Sections 7-4-1 through 7-4-12.
2. Affidavit of notice sent to all surface and mineral owners and lessees of mineral rights.  
(Proof of proper notice must be submitted prior to the hearing.)
3. The Preliminary Plat shall be submitted 21 days prior to the hearing.
4. The Final Plat shall be submitted 20 days prior to the next scheduled Planning & Zoning meeting.
5. Sketch plan required in subdivisions consisting of more than 5 proposed lots or units.

**Applicant and owner shall be jointly and severally responsible for legal, engineering, planning, administrative and miscellaneous fees, including recording costs, if incurred. (R.M.C. 7-3-20(B) and 7-4-12(B)). Water and sewer tap fees and development excise taxes are due at approval of final plats.**

Signature of Applicant/Applicants

Signature of Owner/Owners

Date

5/30/18

Date

**Ridgway Light Industrial, LLC**

7676 Hwy 145  
Telluride, CO 81435  
970-728-3540

3/28/2018

Jen Coates  
Town of Ridgway Light Industrial  
PO Box 10  
Ridgway, CO 81432

Jen,

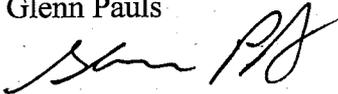
We are finally starting to see some interest in the industrial park. We currently have lot 6 block 4 of the last filing under contract to close this May. Once this lot closes we would like to proceed with the replat of Block 8 and redirection of the ally to connect with Railroad St. We have also had interest in the remaining part of Filing #3. We have not come to terms with any interested parties at this time and probably won't have any deals worked out before the last extension from (2016) expires.

These parties mostly have an interest in part of Filing 3 if they can re-zone some of the lots to some type of residential use. This process of re-zoning will also take us past our last 2 year extension date, so we need to request from the Town of Ridgway, another 2 (two) year extension of the third phase of the Ridgway Industrial Park (River Park Filing 3 and the Laura St. extension).

We still also believe that the current plan is in line with our goals as well as the Town of Ridgway's master plan and don't see any reason to change the plan at this time. We fully intend to sell the remaining light industrial blocks during this up business cycle.

Thank you for considering this request for the extension,

Glenn Pauls



## STAFF REPORT

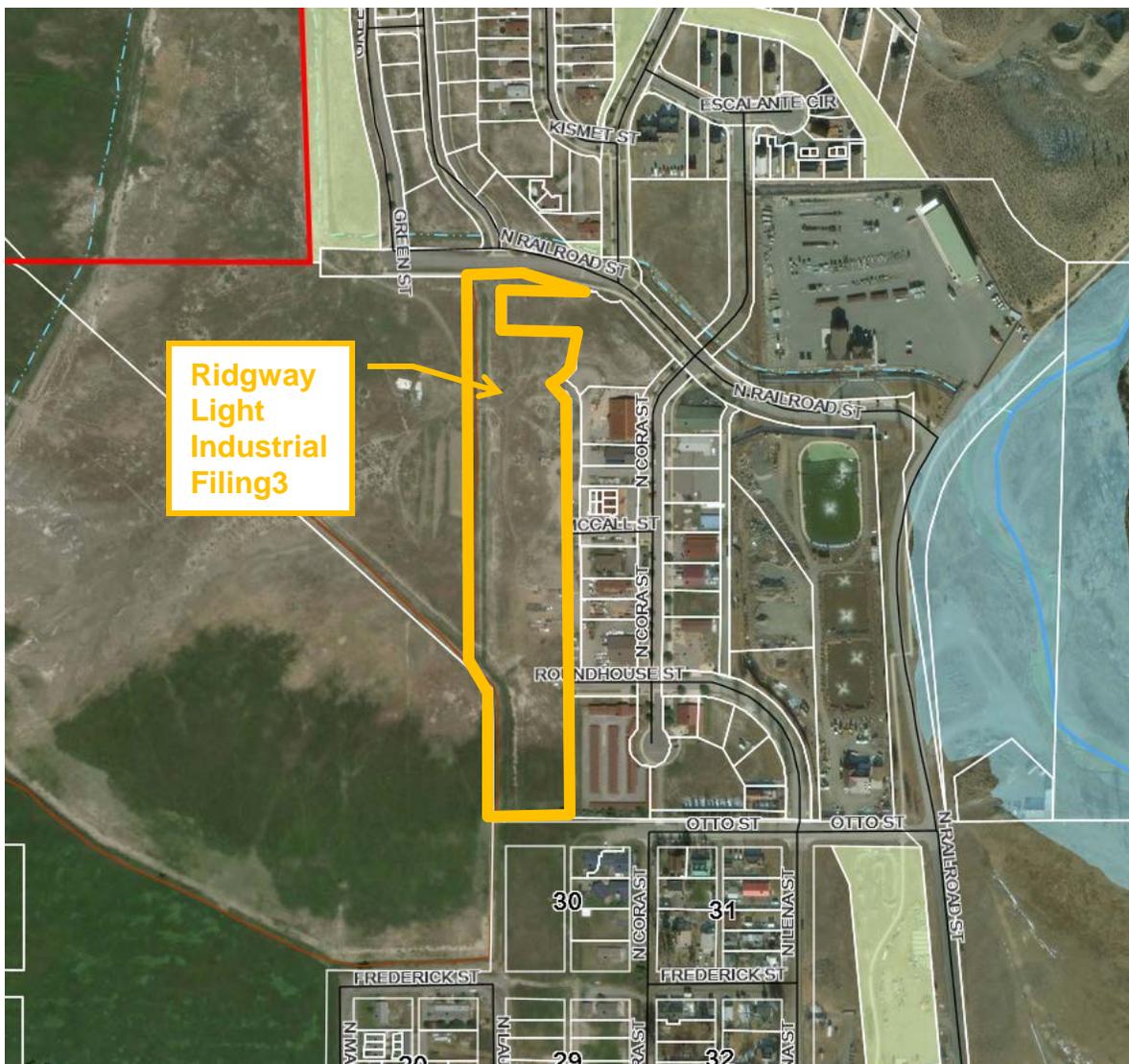
**To:** Town Council  
**Subject:** Request to extend Preliminary Plat approval for River Park Ridgway Business Park Filing 3  
**Location:** Outlot P3/C, River Park Ridgway Business Park  
**Address:** TBD  
**Applicant:** Ridgway Light Industrial, LLC  
**Owner:** Ridgway Light Industrial, LLC  
**Initiated By:** Jen Coates, Town Manager  
**Date:** June 12, 2018

---

### HEARING REQUEST

Applicant /Owner is requesting an extension of the approved preliminary plat for River Park Ridgway Business Park Planned Unit Development as it concerns Filing 3, planned Blocks 9-12 of the Industrial Park. Staff has received a request for the extension and an application for public hearing.

This same request for extension was made in 2010, 2012, 2014 and 2016. The Town Council previously determined the requisite criteria were met and granted all prior requests for a 2-year time frame each (see attached meeting minutes from all prior Council approvals for extending the preliminary plat).



---

## BACKGROUND

The River Park Ridgway Business Park PUD (River Park PUD) comprises approximately 141 acres and is situated at the north-central aspect of the municipal boundary, just south of the new high school. The River Park PUD consists of medium density single family housing, deed-restricted (“affordable”) single family homes, multi-family residences, industrial/commercial properties (“business park”) open space and a trail network. At this time, there are 73 residential lots (91 planned units, not including accessory dwellings) and 26 Industrial/Commercial lots (Blocks 1-8, including the Town’s Wastewater Treatment and Public Works facility on Blocks 7A and 7B) that are final platted. Blocks 9-12 and Laura Street are part of Filing 3 and the Outlot P3/C.

A ‘Findings and Decision’ approving the preliminary plat for the River Park Ridgway Business Park PUD was issued by the Town Council on February 13, 2001. Since 2001, the developer has returned to the Town and received final plat approvals on Filing 1 (the existing industrial park and the majority of the residential properties) and Filing 2 (23 residential lots, primarily east of River Park Drive). The 2001 preliminary plat configuration for Filing 3 consists of Blocks 9, 10, 11 and 12 with associated roads, infrastructure, easements, etc. and has not yet been final platted (eg: it has an approved plan but there is remaining infrastructure to be completed and it legally remains a single parcel instead of the planned Blocks/Lots).

A PUD Development Agreement for the River Park PUD was recorded on April 2, 2001 at reception number 174439 between the Town of Ridgway and a 3-party Applicant/Developer Group (Ridgway River Ranches, Ridgway Light Industrial and San Miguel Power Association). Plats for Filings 1 and 2 were recorded in December 2001 and September 2005, respectively.

On November 1, 2006 the Planning Commission (PC) approved a PUD Amendment permitting the Owner/Applicant to develop “two blocks of Laura Street on the eastern half of the street only, from Frederick to Otto Streets and Otto to Roundhouse Streets, and the completion of Otto Street from Cora to Laura Streets”. Additional conditions of approval were also stated and are found in the Planning Commission minutes from 11/1/2006.

At the same hearing, the PC approved a replat of Block 8 to accommodate North Railroad Street as it was constructed. Railroad Street was altered slightly to the north at this location, and the proposed turn-around was never constructed as initially planned at preliminary plat. The revision required alteration to Tract OS-4 and the northern portion of Block 8.

On April 29, 2008, the Planning Commission approved (see Attachment 1):

1. Replat of the four blocks (#9-12) in Filing 3, which combined Blocks 9-10 to create three blocks numbered 9, 10 and 11.
2. Reconfiguration of Alley “A” to connect Roundhouse to Railroad Street (instead of Roundhouse to Laura Street via a sharp turn in the alley), which intersects Block 8, decreasing the overall size of Block 8, and increasing the size of Block 9, by adding the western portion to Block 9.

The Filing 3 properties are zoned I-1, Light Industrial per the ORD 01-01 dated February 2001 and the PUD Development Agreement of April 2001. The property is also part of the Outlot P3/C as defined on the River Park PUD Filing 1 plat at Reception Number 176459 (Attachment 2).

## CODE REQUIREMENTS

This request is considered pursuant to RMC §7-4-5(C)(1)(c), which reads as follows:

*No final plat may be scheduled for a Planning Commission hearing more than two years after approval of the preliminary plat, without resubmitting the preliminary plat for review pursuant to 7-4-5(B) unless;*

- (i) within two years of approval of a final plat of a previous filing, or*
- (ii) the Town Council authorizes an extension for good cause shown, such as adverse market conditions, in conjunction with substantial progress on infrastructure and approval of a final plat of previous filings in accordance with an approved phasing plan.*

---

## STAFF ANALYSIS

This is the fifth request for extension of a previously approved and subsequently amended preliminary development plat. Each request resulted in an extension for 2 years (*please refer to attached meeting minutes from the 2010-2016 Town Council meetings*). The Owner is returning to the Town Council requesting a 5<sup>th</sup> extension. This request for extension is within the 2-year time frame provided to the Owner with the extension in 2016.

The previous filings 1 and 2 for the River Park Planned Unit Development have been final platted and are largely developed at this time. It is apparent that the delay in activity on this filing 3 was previously attributed to the economic downturn as evidenced by the steep decline in building permits since 2008, and a flattening out of that downturn over the ensuing few years. Construction activity is now returned and the lots in filings 1 and 2 transferred with nearly all of them built-out. The Planning and Building office has been increasingly and very busy over the last year.

---

## BACKGROUND:

The Applicant is requesting an extension of the preliminary plat approval, including the previously approved amendments to the preliminary plat. The River Park development has been quite successful with the first two filings completed, with the current build-out nearly completed. In fact, this past year, development has been occurring to the west of the River Park PUD in the Parkside PUD where vacant lots are available. The existing Industrial Park parcels alone are near complete build-out, including the Town and SMPA parcels. The Town has seen a significant increase in residential building permits which generally evolves into an increase in commercial and industrial permitting and construction activity. As of early June we have processed 25 new permit applications. The construction economy is on the rise.

Any extended time frame should provide an opportunity for the owner to revisit prior discussions with the adjoining landowner on the dedication and completion of the remaining portion of North Laura Street as it adjoins the 3<sup>rd</sup> River Park filing.

---

## CONSIDERATIONS and STAFF RECOMMENDATION:

At this point we are hearing in the community some demands for industrial development with very few opportunities available without the completion of this Filing 3. Ridgway has strived to balance a residential community and economy with a balance of industry and business as documented in the Town's Master Plan

documents and also in the Town's investment in the downtown business district, parks, Main Street and Creative District programs, and other primary infrastructure and community initiative efforts.

Any approval to extend the preliminary plat dated 12/27/2000, and as amended April 29, 2008, should be subject to all prior conditions of approval and other requirements associated with the Planned Unit Development. Staff recommends any extension be limited to one year maximum as market conditions are much improved and Filings 1 and 2 completed, and it is difficult to see how the criteria in RMC 7-4-5(B) have been met, although momentum on the replat of Block 8 may demonstrate the first effort toward completion of this Filing 3.

---

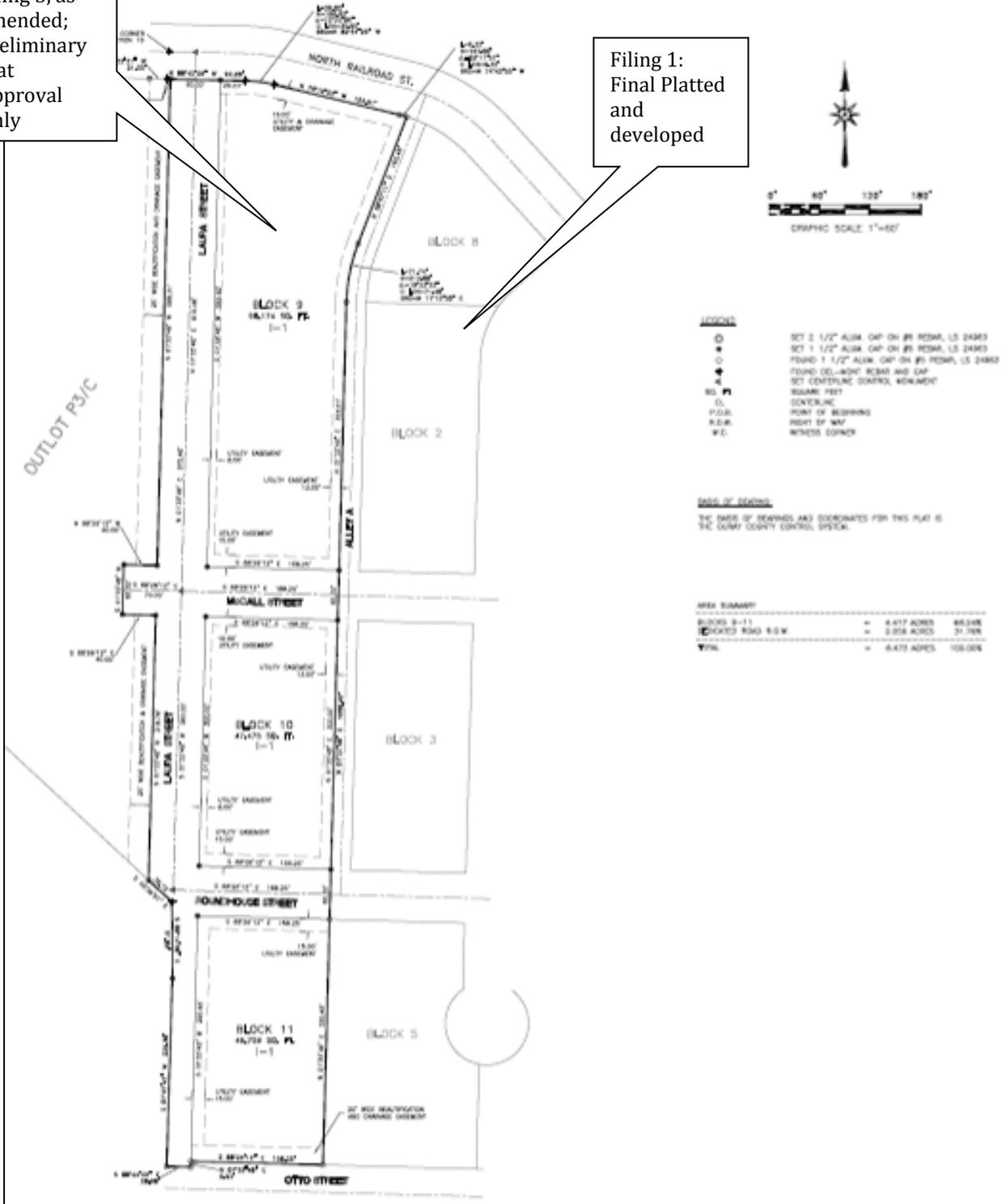
**ATTACHMENTS:**

- 1 - Amended River Park PUD, Preliminary Plat, Filing 3
- 2 - River Park PUD, Filing 1 (*Business Park only, in-part*)
- 3 – Town Council Meeting Minutes – in part (6/9/2010)
- 4 – Town Council Meeting Minutes – in part (6/13/2012)
- 5 – Town Council Meeting Minutes – in part (5/4/2014)
- 6 – Town Council Meeting Minutes – in part (5/11/2016)

ATTACHMENT 1: Amended River Park PUD, Preliminary Plat, Filing 3

Filing 3, as amended; Preliminary Plat Approval Only

Filing 1: Final Platted and developed





RIDGWAY TOWN COUNCIL  
MINUTES OF REGULAR MEETING  
JUNE 9, 2010

PUBLIC HEARINGS (continued)

12. Ordinance Amending Town Subdivision Regulations to Provide Revisions for the Expiration of Preliminary Plats

The Town Attorney explained the proposed ordinance will establish provisions to extend preliminary plat approvals.

ACTION:

Moved by Councillor Johnson and seconded by Mayor Pro Tem Clark to adopt Ordinance 6-2010 Amending Town Subdivision Regulations to Provide Revisions for the Expiration of Preliminary Plats. After a call for the vote the motion carried unanimously.

LAND USE ISSUES (continued)

14. Recommendation from Planning Commission to approve request for two year extension of preliminary plat for River Park, Ridgway Business Park, Filing 3

Planner Coates presented a recommendation from the Planning Commission to approve an extension of preliminary plat for River Park PUD, Filing 3. She explained the subdivision is located on N. Laura Street, adjacent to the existing industrial park. The plat was approved ten years ago and has received two amendments. The property owner filed the request based upon economic hardships. The Commission is recommending the Council allow a two year extension.

ACTION:

Mayor Pro Tem Clark moved to approve the request for two year extension of Preliminary Plat for River Park, Ridgway Business Park, Filing 3. The motion was seconded by Councillor Johnson and carried unanimously.

RIDGWAY TOWN COUNCIL

MINUTES OF REGULAR MEETING – IN PART

JUNE 13, 2012

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 with Councillors Durnan, Gunning, Weaver, Mayor Pro Tem Johnson and Mayor Clark in attendance. Councillors Hunter and Kavanaugh were absent.

LAND USE ISSUES

14. Request for extension of Preliminary Plat approval pursuant to Municipal Code Section 7-4-5(C)(1)(c) for the River Park Ridgway Business Park, Filing 3, Outlot P3/C

Staff Report dated June 12, 2012 from the Town Manager/Planner presenting a request to extend preliminary plat approval for River Park Ridgway Business Park Filing 3.

Manager Coates explained this is the second request for extension of a previously approved, and subsequently amended, preliminary development plat. The first request for extension was granted by the Council for two years at the meeting of June 9, 2010. She reported Filings 1 and 2 of the PUD have been final platted and the delay on Filing 3 is due to the economic downturn. She noted the applicant is requesting an extension pursuant to Municipal Code Section 7-4-C(1)C, and is seeking a six year extension. She further reported the applicant has met with staff pertaining to reclamation of the existing gravel pit, which is linked to an expired conditional use permit, and was approved associated to the development.

Mayor Clark noted the gravel pit is not required to complete Phase 3 of the PUD, and asked the applicant “as a good neighbor” to proceed with reclamation.

Glenn Pauls, representing Ridgway Light Industrial LLC, addressed the Council and explained he would like to meet with the Council and discuss a number of issues pertaining to open space, river frontage and the gravel pit. There was discussion between Council and Mr. Pauls and it was agreed to schedule a meeting and discuss the issues at another time.

The Council and Mr. Pauls discussed the requested six year time frame for the extension.

ACTION:

Moved by Councilmember Durnan, seconded by Councillor Gunning and unanimously carried to approve the extension for preliminary plat approval for Phase 3 of River Park Business Park for two years.

RIDGWAY TOWN COUNCIL

MINUTES OF REGULAR MEETING

MAY 14, 2014

CALL TO ORDER

The Mayor called the meeting to order at 5:40 p.m. in the Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Gunning, Hunter, Kavanaugh, Nerlin, Weaver, Mayor Pro Tem Johnson and Mayor Clark in attendance.

LAND USE ISSUES

13. Request for extension of Preliminary Plat for River Park Ridgway Business Park, Filing 3,

Staff Report from the Town Manager/Planner dated 5-9-14 presenting a background on River Park Ridgway Business Park PUD. Letter dated 5-9-14 from the applicant Ridgway Light Industrial LLC, requesting extension of Preliminary Plat due to "continued recession in the Ridgway industrial real estate market".

Glenn Pauls for Ridgway Light Industrial, requested "another extension" of the Preliminary Plat for Outlot P3/C, of Ridgway Business Park, stating "we're waiting to get some sales".

The Town Manager reported this is the third request for extension of preliminary plat for Filing 3, which was approved in 2008, noting there are no utilities to the property, cross streets, alleys or sidewalks. The applicant has previously been granted two, two year extensions, based on the down turn in the economy, and is seeking the third extension for the same reason.

ACTION:

Mayor Pro Tem Johnson moved to approve a two year extension of the Preliminary Plat with all prior conditions of approval and other requirements associated with the Planned Unit Development. Councilmember Gunning second the motion which carried unanimously.

RIDGWAY TOWN COUNCIL  
MINUTES OF REGULAR MEETING  
MAY 11, 2016

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. In attendance Councilors Austin, Barnes, Gold, Hunter, Mayor Pro Tem Johnson and Mayor Clark. Councilor Williams was absent.

14. Request for extension of River Park Ridgway Business Park Filing 3, Outlot P3/C preliminary plat approval

Letter dated 4-28-16 from Ridgway Light Industrial, LLC requesting a two year extension for the third phase of the Ridgway Industrial Park.

Manager Coates explained the request for extension of preliminary plat approval for the next phase of the Ridgway Light Industrial Park, includes a few blocks west of the existing industrial park which has not been platted. The area is included in the River Park Ridgway Business Park Filing 3.

Mayor Clark noted the Council meet jointly with the Planning Commission last month and received a development proposal for the property. Council discussed the request with staff and applicant Glenn Pauls.

ACTION:

Moved by Councilmember Barnes, seconded by Councilor Gold to approve the extension of River Park Ridgway Business Park Filing 3, Outlot P3/C preliminary plat approval pursuant to Municipal Code 7-4-5(C)(1)(c). The motion carried unanimously.

## AGENDA ITEM #24

ORDINANCE NO. 2018-\_\_\_\_\_

TOWN OF RIDGWAY, COLORADO

AN ORDINANCE OF THE TOWN OF RIDGWAY TOWN COUNCIL GRANTING A FRANCHISE BY THE TOWN OF RIDGWAY, COLORADO TO BLACK HILLS GAS DISTRIBUTION LLC D/B/A BLACK HILLS ENERGY, ITS SUCCESSORS AND ASSIGNS, TO LOCATE, BUILD, CONSTRUCT, ACQUIRE, PURCHASE, EXTEND, MAINTAIN AND OPERATE INTO, WITHIN AND THROUGH THE PRESENT AND FUTURE CORPORATE LIMITS OF THE TOWN OF RIDGWAY, OURAY COUNTY, COLORADO, A PLANT OR PLANTS, AND WORKS FOR THE PURCHASE, MANUFACTURE, TRANSMISSION AND DISTRIBUTION OF GAS, EITHER NATURAL, ARTIFICIAL, OR MIXED, AND TO FURNISH, SELL AND DISTRIBUTE SAID GAS TO THE TOWN OF RIDGWAY AND THE INHABITANTS THEREOF, FOR HEATING, COOKING OR OTHER PURPOSES BY MEANS OF PIPES, MAINS, OR OTHERWISE, OVER, UNDER, ALONG, ACROSS AND THROUGH ANY AND ALL STREETS, OTHER PUBLIC WAYS AND PLACES IN SAID TOWN OF RIDGWAY, FIXING THE TERMS AND CONDITIONS THEREOF AND REPEALING A 2003 ORDINANCE BY AND BETWEEN THE TOWN OF RIDGWAY AND BLAKC HILLS ENERGY'S PREDECESSOR IN INTEREST, KINDER MORGAN, INC.

RECITALS

The Town Council of the Town of Ridgway, Colorado, makes the following findings to support the adoption of this Ordinance:

A. The Town of Ridgway (the "Town") is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the home rule charter of the Town (the "Charter").

B. The Town is governed by its Home Rule Charter ("Charter") as authorized by Article XX § 6 of the Colorado Constitution.

C. Article VIII of the Charter grants the Town the full authority, power and control over all streets, alleys, rights of way, easements and other Town owned property including but not limited to all power and authority to regulate, operate, use, maintain, establish, repair, replace, vacate, purchase, sell and lease such town Property, including the authority to regulate a public utility's use of such property.

**NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, THAT:**

**SECTION 1. SHORT TITLE.** This Ordinance shall be known and may be cited as the Black Hills Gas Distribution, LLC d/b/a Black Hills Energy (f/k/a SourceGas Distribution LLC) Franchise Ordinance.

**SECTION 2. DEFINITIONS.** For the purpose of this Ordinance, the following terms shall have the meaning given herein:

"Town" is the Town of Ridgway, Ouray County, Colorado, the grantor of rights under this franchise.

"Grantee" is Black Hills Gas Distribution, LLC d/b/a Black Hills Energy, its successors and assigns, the grantee of rights under this franchise.

"Council" is the Town Council of the Town of Ridgway, Colorado.

"Person" is any person, firm, partnership, association, corporation, company or organization of any kind.

**SECTION 3. GRANT OF AUTHORITY.** There is hereby granted for the period specified herein and subject to the conditions, terms and provisions contained herein to the Grantee the non-exclusive right, privilege and authority to locate, build, construct, acquire, purchase, extend, maintain and operate into, within and through the Town as the same now exists or may hereafter be extended, a plant or plants and works, for the purchase, manufacture, transmission and distribution of gas, either natural, artificial or mixed, with the right and privilege for the period and upon the terms and conditions hereinafter specified to furnish, sell and distribute gas to the Town and the inhabitants thereof, for heating, cooking or other purposes, by means of pipes, mains or otherwise, over, under, along, across and through any and all streets, alleys, viaducts, bridges, roads, lanes and gas easements in said Town and over, under, along, across and through any extension, connection with or continuation of the same and/or over, under, along, across and through any and all such new streets, alleys, viaducts, bridges, roads, lanes and gas easements as may be hereafter laid out, opened, located or constructed within the territory now or hereafter included in the boundaries of the Town.

This franchise and the right to use and occupy said streets, alleys, public ways and places shall not be exclusive, and the Town reserves the right to grant the use of said streets, alleys, public ways and places, to any person during the period of this franchise.

**SECTION 4. GENERAL CONDITIONS.** The Grantee is further granted the right, privilege and authority to excavate in, occupy and use any and all streets, alleys, viaducts, bridges, roads, lanes, and other public ways and places under the supervision of the properly constituted authority for the purpose of bringing gas into, within and through the Town, and supplying gas to the Town and the inhabitants thereof and in the territory adjacent thereto, provided however, that the Grantee shall so locate its plants, works, transmission and distribution structures, equipment, mains and pipes within the Town in a manner to meet with the approval of the Town and further in locating said facilities shall do so in such manner as to cause minimum interference with the proper use of streets, alleys and other public ways and places and to cause minimum interference with the rights or reasonable convenience of property owners whose property adjoins any of the said streets, alleys, or other public ways and places. Should it become necessary for the Grantee, in exercising

its rights and performing its duties hereunder, to interfere with any sidewalk, graveled or paved streets, roads or alleys, or any other public or private improvement, the Grantee shall repair at its own expense in a workmanlike manner subject to the approval by the Town and in accordance with the provisions of the Town's Municipal Code, such sidewalk, graveled or paved street, road, alley, or other improvement shall be restored to Town specifications and are subject to Town approval and receipt after the installation of its pipes or other structures. The Grantee shall use due care not to interfere with or damage any water mains, sewers, or other structures now in place or which may hereafter be placed in said streets, alleys, or other public places, and said Grantee shall, at its own expense, repair in a workmanlike manner subject to the approval of the Town and in accordance with the provisions of the Town Code, any such water mains, sewers, or other structures which are damaged through the action of Grantee, provided, however, that the Town may make such repairs and charge the reasonable cost thereof to the Grantee. Except as otherwise specifically provided herein, the Town retains the right to use, control, and regulate, through the exercise of its police power, the use of streets, and other public ways and places, and the Town retains the right to impose such other regulations as may be determined by the Town to be necessary in the exercise of the police power to protect the health, safety and welfare of the public.

**SECTION 5. INDEMNIFICATION.** General Indemnification. The Grantee agrees to indemnify, save and hold harmless, and defend the Town, its officers, elected or appointed officials, employees, agents, boards and employees, from any action or claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorneys' and expert witness fees and expenses, arising from any casualty, accident, injury or loss to Person or property, including, without limitation, copyright infringement and defamation, and all other damages in any way arising out of, or by reason of, any construction, excavation, operation, maintenance, reconstruction of the natural gas delivery systems or any act done under or in connection with this Ordinance by or for the Grantee its agents or its employees by reason of any negligence or other fault of the Grantee.

Neither the Town nor the Grantee waives any rights under the statutes and constitution of the State of Colorado or the United States except as otherwise specifically set forth herein. This franchise constitutes a valid and binding contract between the Grantee and the Town. In the event the franchise fees specified herein are declared illegal, unconstitutional, or void for any reason by any court or other proper authority, the Grantee and Town shall negotiate in good faith any fees that lawfully may be paid to the Town hereunder as consideration for use of the Town's streets.

**SECTION 6. INSURANCE.** The Grantee shall save the Town harmless from all liability or damage and all reasonable expenses necessarily accruing against the Town arising out of the negligent exercise by the Grantee of the rights and privileges hereby granted. Grantee agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Grantee pursuant to Section 6 (Indemnification). Such insurance shall be in addition to any other insurance requirements imposed by this agreement or by law. The Grantee shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section 6 by reason of its failure to procure

or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, duration, or types. Grantee shall procure and maintain the minimum insurance coverages listed below. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Grantee pursuant to Section 6. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage:

- A. Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this franchise, and Employers' liability coverage with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000 each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease - each employee. Evidence for qualified self-insured status may be substituted for the Worker's Compensation requirements stated herein.
- B. General Liability insurance with minimum combined single limits of TWO MILLION DOLLARS (\$2,000,000) each occurrence and FIVE MILLION DOLLARS (\$5,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provisions. The coverage requirement may be satisfied with a combination of general and excess liability policies, or self-insurance.
- C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each of Grantee's owned, hired and nonowned vehicles assigned to or used in performance of the services provided in accordance with this franchise. The policy shall contain a severability of interests provision. If the Grantee has no owned automobiles, the requirements as set forth herein shall be met by each employee of the Grantee providing services to the Town under this franchise

The policies required above, except for the Workers' Compensation insurance, shall include the Town's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by the Town, its officers, or its employees, or carried by or provided through any insurance pool of the Town, shall be excess and not contributory insurance to that provided by Grantee. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Grantee shall be solely responsible for any deductible losses under any policy required above.

The certificate of insurance shall be provided to the Town upon request using the "Accord Form" and shall be completed by the Grantee's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. No other form of certificate shall be used. Failure on the part of the Grantee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of the franchise after the Town has provided Grantee written notice of the failure, and upon sixty days thereafter, to cure any failure as so noticed. Thereafter, if Grantee has failed to cure, the Town may terminate this franchise, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the Town shall be repaid by the Grantee to the Town upon demand, or the Town may offset the cost of the premiums against any monies due to Grantee from the Town.

The parties hereto understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this franchise, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 *et seq.*, as from time to time amended.

Town

**SECTION 7. BONDS OR OTHER SURETY.** Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the franchise or continuing its existence. The Town acknowledges that the legal, financial, and technical qualifications of the Grantee are currently sufficient to afford compliance with the terms of the franchise and the enforcement thereof. The Grantee and the Town recognize that the costs associated with bonds and other surety may ultimately be borne by the subscribers in the form of increased rates for natural gas delivery systems. In order to minimize such costs, the Town agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. Initially, no bond or other surety will be required. In the event that one is required in the future, the Town agrees to give the Grantee at least sixty (60) days prior written notice thereof stating the reason for the requirement. Such reason must demonstrate a change in technical, legal or financial qualifications which would materially prohibit or impair Grantee's ability to comply with the terms of the franchise or afford compliance therewith, or may be based upon the Grantee's demonstrated failure to comply with the terms of this franchise in a timely manner.

**SECTION 8. RELOCATION OF FACILITIES.** If at any time it shall be necessary to change the position of any gas main or service connection of the Grantee to permit the Town to lay, make or change street grades, pavements, sanitary or storm sewers, water mains or other Town works, such changes shall be made by the Grantee at its own expense; provided, however, the Town shall confer with the Grantee and seek the Grantee's input during the preliminary stages of planning and engineering of any Town project which may require the Grantee to relocate its facilities in order to explore means of reducing the costs to the Grantee, and the Town shall make reasonable efforts to mitigate the financial impact of any such project on the Grantee.

The Grantee shall complete such relocations as soon as practicable from the date when the Town makes its request, except that the Grantee may be granted an extension of time for completion equivalent to any delay caused by conditions not under its control. Following the relocation, all property shall be restored substantially to its former condition by the Grantee at Grantee's sole cost and expense.

If the Town and Grantee confer and do not agree on a facilities relocation plan, the Grantee may request, and Town representatives shall participate in, good faith mediation before a mutually agreeable third party in an effort to resolve their differences.

The Town will not oppose just and reasonable recovery of substantial costs the Grantee incurs in complying herewith that the Grantee requests from the Public Utilities Commission of the State of Colorado (PUC).

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference with such project, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of-way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

#### **SECTION 9. SERVICE STANDARDS.**

**A.** The Grantee shall maintain and operate its structures, apparatus, mains, pipe and other equipment and render efficient service in accordance with the rules and regulations of the PUC and the terms and conditions of Town codes and state statutes as revised from time to time.

**B.** Maps. The Grantee shall prepare and submit to the Town a map showing the location of its distribution system, showing location and size, as applicable, of lines, valves, gates and all appurtenances incident to the distribution system, so far as such facilities can reasonably be projected. The map shall be kept current and filed with the Town Clerk's office by May 1 of each year, when necessary.

The Town shall (if and to the extent available) provide Grantee annually a map showing the location of the following features and attributes: parcels, structures, boundaries,

utilities, transportation, natural features, community development planning, hazards, parks and recreation, public safety, topography and imagery.

Before commencement of installation of pipes in Town streets and alleys, the Grantee shall prepare and submit to the Town a map showing the location and size, as applicable, of lines, valves, gates and all appurtenances incident to the distribution system, so far as such facilities can reasonably be projected. In addition, the Grantee shall submit a construction plan indicating a construction schedule, showing the streets and alleys where excavations will be simultaneously open at any given time, making provision for traffic routing in the event of interruption, setting forth the places where pavement cuts are expected, and where underground boring will occur for pipe installation. Prior to beginning construction on Town Property, or within a Town right of way, Grantee, its subcontractors and or assigns, shall obtain an encroachment permit from the Town. Such permit shall be issued in a reasonable and timely manner, and not unreasonably withheld. Construction may then proceed upon approval of said map and plan by the Town.

**C. Access to Premises.** To the extent allowed by law, Grantee shall have the right to enter the premises of consumers at reasonable times for the purpose of reading meters, inspecting gas appliances, pipes and equipment and for the purpose of ascertaining loads, making necessary tests and installing, disconnecting or removing meters.

**SECTION 10. SUPPLY OF GAS.** If during the term of this franchise, there occurs a failure or partial failure of the supply of natural gas available to the Grantee because of depletion of such supply, the Grantee shall take all reasonable steps to obtain an additional natural gas supply from other sources to be delivered to the Grantee, and if unable to procure same, it is hereby authorized to supply artificial or mixed gas for the unexpired term of this franchise. If Grantee, within a reasonable period after failure of the supply of natural gas, shall fail to supply to its customers artificial and/or mixed gas, the franchise rights granted herein shall terminate.

**SECTION 11. FRANCHISE FEE.** In consideration of the rights and privileges herein granted, the Grantee shall assess, effective the first billing cycle after this franchise becomes effective, to residential and commercial customers of Grantee within the Town of Ridgway, Colorado, a franchise tax or fee equivalent to three percent (3%) of annual gross revenue derived from gas service within the corporate limits of the Town that is billed by the Grantee, including the revenue received from the sale of industrial gas, and excluding the amount received from the Town itself for gas service furnished it and after adjustment for the net write-off of uncollectable amounts and corrections of bills theretofore rendered. Grantee shall pay to the Town Treasurer an annual payment, for each year of the duration of this franchise, in an amount equal to the franchise fee or tax funds collected by Grantee hereunder. Payment shall be made on or before April 1 of each year for the preceding year and each such payment shall be accompanied by a statement supporting the payment.

Such payment shall be in lieu of any and all other fees, charges, licenses, taxes or assessments which said Town may impose for the rights and privileges herein granted or for the

privilege of doing business within said Town and, for the use of the rights of way, and in the event any such fee, charge, license, tax or assessment shall be imposed by the Town, the payment to be made in accordance with the provisions of this section shall be refunded in an amount equal to the annual burden of such fee, charge, license tax or assessment imposed upon the Grantee. Ad Valorem property taxes imposed generally upon all real and personal property within said Town shall not be deemed to affect the obligation of the Grantee under this section.

If at any time during the term of this franchise the manner in which the franchise fee is calculated, collected or paid is changed, whether by action of the Grantee, the PUC, or any entity having jurisdiction thereof, the Grantee agrees to cooperate with the Town in modifying the franchise to assure that the Grantee collects and the Town receives an amount in franchise fees or some other form that is the same amount of franchise fees collected by the Grantee and paid to the Town as of the date of such change and required modification, to the extent permitted by law.

**SECTION 12. PURCHASE OF SYSTEM.** The Town's rights and privilege of purchasing the Grantee's system subject to this franchise shall be governed by the laws of the State of Colorado.

**SECTION 13. TERM.** This Ordinance and the rights, privileges, and franchises hereby granted shall be and remain in full force and effect for a period of fifteen (15) years from the final passage date of this Ordinance. Within sixty (60) days from and after final passage of this Ordinance, the Grantee shall have filed with the Clerk of said Town its written acceptance of this Ordinance.

**SECTION 14. TERMINATION OF FRANCHISE.** Upon the termination of this franchise if the Grantee shall not have acquired an extension or renewal thereof and accepted same, Grantee may have and is hereby granted the right to enter upon the streets, alleys, bridges, viaducts, roads, lanes and other public places of the Town, for the purpose of removing there from any or all of its plants, structures, pipes, mains or equipment pertaining thereto, at any time after the Town has had ample time and opportunity to purchase, condemn or replace them. In so removing said pipes, mains or other property, the Grantee shall, at its own expense and in a workmanlike manner, refill any excavations that shall be made by it in the graveled or paved streets, alleys, bridges, viaducts, roads, lanes and other public places after the removal of its mains, pipes or other structures, and repair all surfaces to the condition prior to such removal.

**SECTION 15. ASSIGNMENT.** The Grantee may assign this franchise, or the rights granted hereunder without first obtaining the written consent of the Town, provided the Town receives notice of consideration of any assignment before approval by the PUC.

**SECTION 16. FORFEITURE.** The Town reserves the right to declare a forfeiture of this franchise for the breach of a substantial and material provision thereof. In the event that the Town believes that the Grantee has not complied with any term of the franchise, it shall notify the Grantee in writing in reasonable detail of the nature of the alleged noncompliance. No forfeiture

shall be declared until the Grantee shall have had an opportunity to be heard and to correct the alleged breach. Upon failure of the Grantee to exercise reasonable diligence to correct such condition, or to demonstrate that remedying the breach is legally proscribed, the Town may declare this franchise forfeited and notify Grantee in writing.

In the event that this franchise is forfeited, then the Grantee agrees to continue to render service as theretofore for a period of six (6) months to give the Town time to decide upon its course of action.

**SECTION 17. ORDINANCE REPEALED.** Ordinance No. 2003 \_\_\_\_, passed \_\_\_\_\_, is hereby repealed and of no further force or effect.

**SECTION 18. SEVERABILITY.** If any clause, sentence or section of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remainder of this Ordinance.

**SECTION 19. RESERVED RIGHTS.** The right is hereby reserved by the Town to adopt, from time to time, in addition to the provisions herein contained, such ordinances as may be deemed necessary in the exercise of its police power, provided that such regulations shall be reasonable and not destructive of the rights and benefits herein granted, and not in conflict with the laws of the State of Colorado, or with orders of other authorities having jurisdiction in the premises, except, if applicable, as permitted in the exercise of the Town's home rule powers granted by Article XX of the Colorado Constitution. This franchise shall be subject to all valid and effective provisions of the Municipal Code for the Town of Ridgway, Town whether enumerated herein or not.

**SECTION 20 MISCELLANEOUS PROVISIONS.**

A. Nothing herein shall be in any way construed as a waiver on behalf of the Town of any of the protections or provisions of the Colorado Governmental Immunity Act.

B. In any action by the Town or authorized representative thereof mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

C. The captions to Sections contained herein are intended solely to facilitate the reading hereof. Such captions shall not affect the meaning or interpretation of the text herein.

D. This Ordinance and the respective rights and obligations of the parties hereunder are subject to all present and future valid governmental legislation or regulation, whether federal or state, of duly constituted authorities which have jurisdiction over this Ordinance, one or both of the parties, or any transaction hereunder.

**SECTION 21. NO WAIVER.** Neither the Town nor the Grantee shall be excused from complying with any of the terms and conditions of this franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

**SECTION 22. AUTHORITIES.** This Ordinance and the respective rights and obligations of the parties hereunder are subject to all present and future valid governmental legislation or regulation, whether federal or state, of duly constituted authorities which have jurisdiction over this Ordinance, one or both of the parties, or any transaction hereunder.

**SECTION 23. EFFECTIVE DATE.** This Ordinance shall take effect thirty days after passage.

**SECTION 24. PUBLIC HEARING.** A public hearing on this Ordinance was held on the 11<sup>th</sup> day of July, 2018, in the Town Council Chambers, 201 N. Railroad Street, Ridgway, CO 81432.

**INTRODUCED, READ AND REFERRED to public hearing before the Town Council of the Town of Ridgway, Colorado, on the 13<sup>th</sup> day of June.**

**TOWN OF RIDGWAY, COLORADO, A HOME-  
RULE MUNICIPALITY**

By: \_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
PAM KRAFT, Town Clerk

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Ridgway, Colorado, this 11<sup>h</sup> day of July, 2018.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE MUNICIPALITY

By: \_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

\_\_\_\_\_  
PAM KRAFT, Town Clerk

Approved As To Form:

\_\_\_\_\_  
BO JAMES NERLIN, Town Attorney

**ACCEPTED AND EXECUTED** by Black Hills Gas Distribution, LLC d/b/a Black Hills Energy this \_\_\_\_ day of \_\_\_\_\_, 2018.

**BLACK HILLS GAS DISTRIBUTION, LLC D/B/A BLACK HILLS ENERGY**

\_\_\_\_\_  
Vice President – Operations – CO Gas



## AGENDA ITEM #25



To: Town Council  
From: Jen Coates, Town Manager  
Date: June 12, 2018

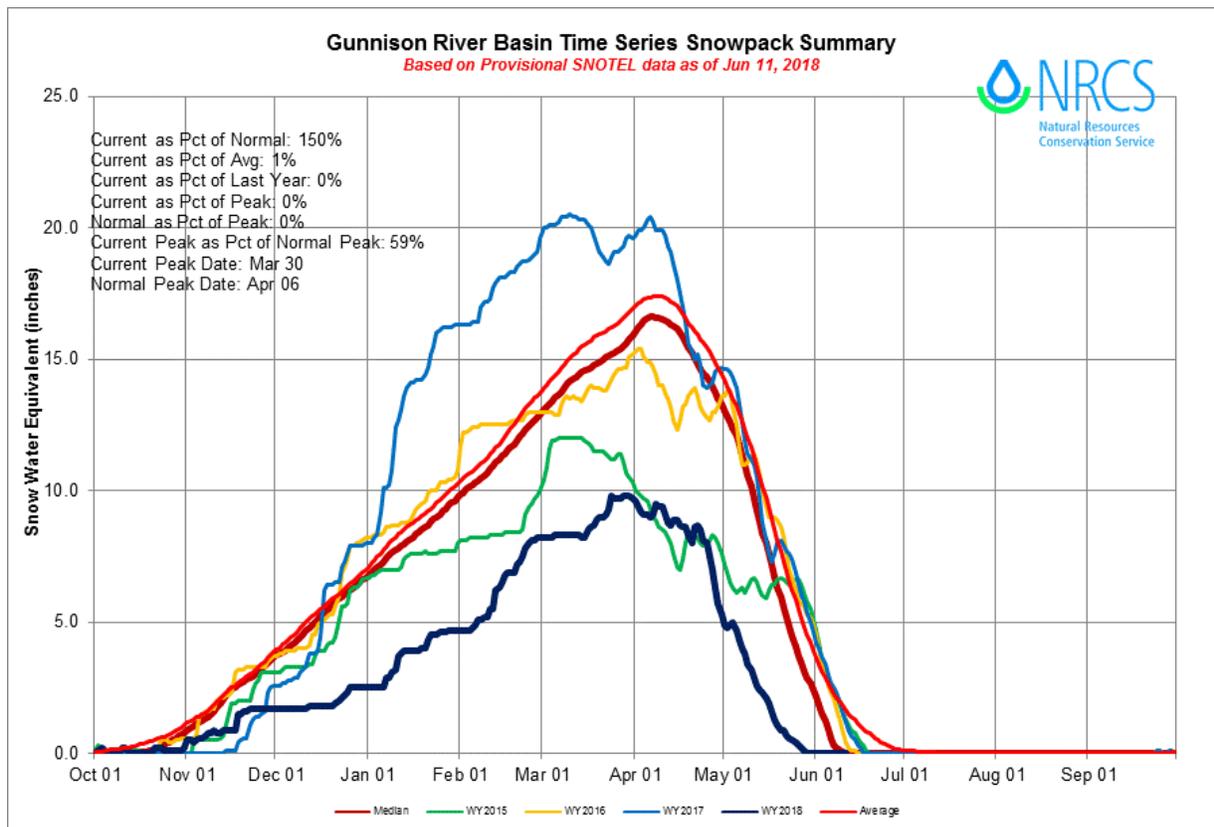
RE: 2018 Water Availability and Drought Status

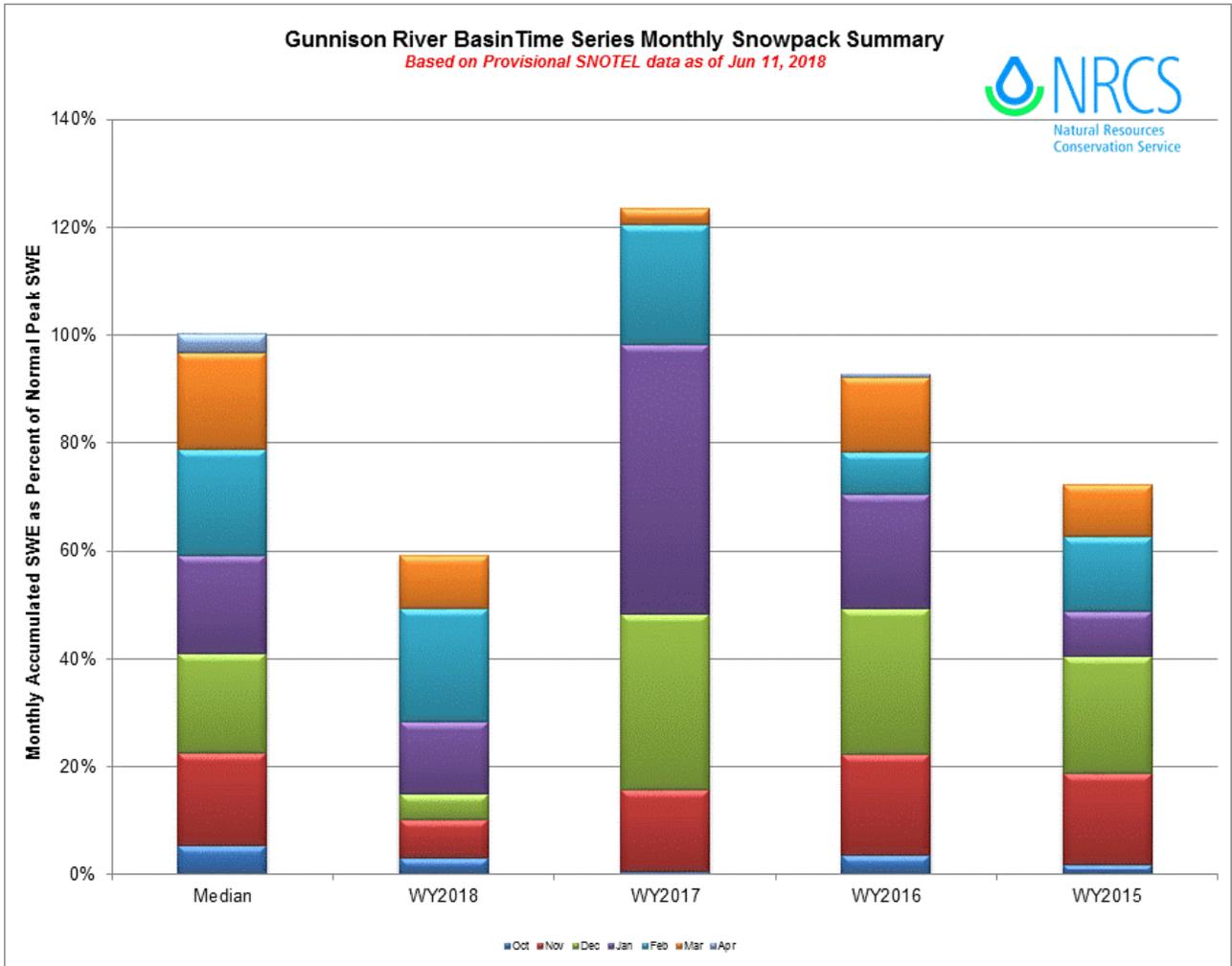
\*May Statewide Update: see attachment.

Town Update: The Town’s water rights were called in late April, restricting the Town to diverting 2.0 cfs to the Ridgway Ditch. We continue to fill our reservoir, which is roughly half full. As of early June our other water source in Cottonwood Creek has decreased and the supply is now insufficient to meet the Town’s demand. Effective June 12<sup>th</sup> we are implementing Phase 2 of the Town’s Water Conservation and Management Plan, which means mandatory water restrictions, limiting outdoor water to 2 specified days per week for all properties, no watering between 9AM- 6PM nor when windy. This will be actively enforced.

State of Colorado Department of Natural Resources Water Availability Task Force. <http://cwcb.state.co.us/public-information/flood-water-availability-task-forces/Documents/DroughtUpdate.pdf>

As of June 11<sup>th</sup>, Gunnison Basin snowpack (the bottom dark blue line).  
[https://www.nrcs.usda.gov/wps/portal/nrcs/detail/co/snow/products/?cid=nrcs144p2\\_063323](https://www.nrcs.usda.gov/wps/portal/nrcs/detail/co/snow/products/?cid=nrcs144p2_063323)







# May 2018 Drought Update

## Water Availability Task Force Co- Chairs

Taryn Finessey, CWCB  
303.866.3441 ext. 3231

[Taryn.Finessey@state.co.us](mailto:Taryn.Finessey@state.co.us)

Tracy Kosloff, DWR  
303-866-3581 ext. 8211

[Tracy.Kosloff@state.co.us](mailto:Tracy.Kosloff@state.co.us)

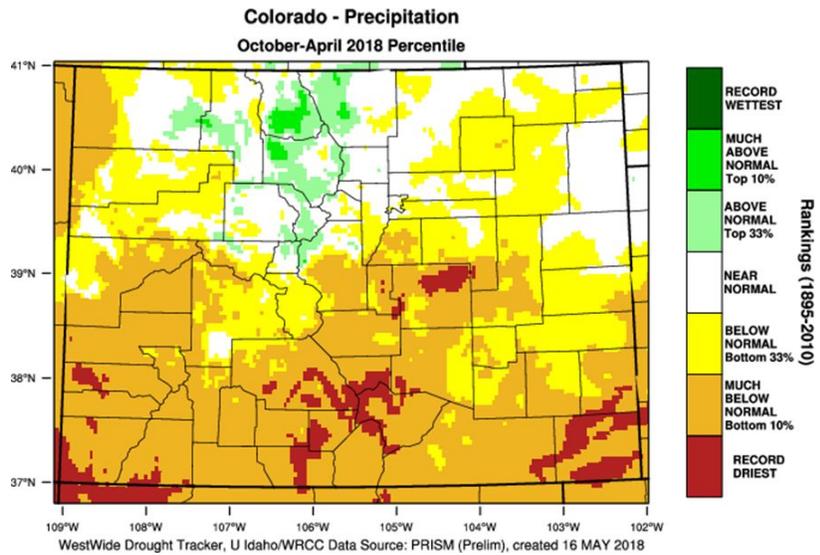
In order to respond to persistent and prolonged drought conditions throughout the southern half of the state and along the western border, ***the Governor activated the Colorado Drought Mitigation and Response Plan for the agricultural sector on May 2, 2018***, in the following counties: Montezuma, La Plata, Archuleta, Conejos, Costilla, Las Animas, Baca, Prowers, Bent, Otero, Huerfano, Alamosa, Rio Grande, Mineral, Hinsdale, San Juan, Dolores, San Miguel, Ouray, Montrose, Saguache, Custer, Pueblo, Crowley, Kiowa, Cheyenne, Lincoln, El Paso, Elbert, Gunnison, Mesa, Delta, Garfield and Rio Blanco. All of these counties are experiencing severe, extreme or exceptional drought as classified by the US Drought Monitor, and many have already received some level of drought designation from USDA. If present trends continue, other regions and sectors of the state's economy may also be affected. Those areas will continue to be monitored closely.

- October 2017 through April 2018 was the 5th warmest and the 5th driest on record for the state as a whole. Some locations throughout southern CO have experienced their driest and/or warmest Oct-Apr period on record.
- Most regions of Southern Colorado reached their snow accumulation peak two to three weeks early and have experienced rapid snowmelt, resulting in melt out occurring three weeks earlier than normal.
- Streamflow forecasts in the southern half of the state are extremely low, with multiple sites showing below 15 percent of normal.
- Demand is increasing and reservoir storage in the most heavily impacted areas, the Southwest basins of the San Miguel, Dolores, Animas & San Juan have seen significant decreases in reservoir storage over the last two months. This combined basin currently has 91 percent of normal storage, the lowest storage levels in the state.
- Isolated cattle sell off and prevented planting of some acreage has been reported. Due to high hay prices we anticipate additional cattle sell off, and unless conditions improve additional prevented and failed crop acres are likely.
- Windy, dry conditions fueled fires in April leading to numerous large wildfires on both the west slope and the eastern plains. Current forecasts indicate above average potential for large wildfires through June (see image on reverse side) with late summer fire potential dependent on monsoon conditions.
- As of May 15, exceptional drought, D4, continues to affect southwest Colorado and has also been introduced in the Sangre de Cristo mountains, covering eight percent of the state. Extreme drought, D3, covers 23 percent of the state; severe drought 20 percent and 14 percent is classified as moderate drought. An additional 14 percent of the state is currently experiencing abnormally dry conditions (see image on reverse side).
- Reservoir storage statewide is at 111 percent of normal, with all but the southwest basins above average. The Arkansas basin is reporting the highest average storage at 129 percent. Front Range water providers mainly draw water resources from areas of the state that received near normal winter precipitation, and are therefore expecting reservoirs to fill, and are not anticipating any water use restrictions outside normal operations.
- The Surface Water Supply Index (SWSI) values have declined slightly May 1, with much of the western slope classified as extremely dry. These values are largely driven by below average streamflow forecasts. The sub-basin with the highest value includes Lake Granby, a large reservoir.

**NOTE:** The next Water Availability Task Force Meeting will be held on June 14, 2018 at Colorado Parks and Wildlife Broadway Office; Additional information can be found at [www.cwcb.state.co.us](http://www.cwcb.state.co.us) or by contacting Ben Wade at [Ben.Wade@state.co.us](mailto:Ben.Wade@state.co.us)

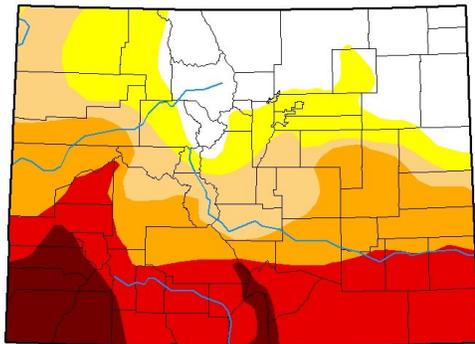
# May 2018 Drought Update

Colorado as a whole has been dry since the start of the water year on October 1, 2017; however the southern half of the state has seen much drier conditions than the north, as illustrated to the right. Many regions of the southern half of the state are experiencing record dry conditions. Records date back 123 years.



U.S. Drought Monitor  
Colorado

May 15, 2018  
(Released Thursday, May 17, 2018)  
Valid 8 a.m. EDT



**Intensity:**

- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.

**Author:**

Eric Luebehusen  
U.S. Department of Agriculture



<http://droughtmonitor.unl.edu/>

Southern Colorado has continued to see an expansion of exceptional drought conditions in May, with D4 now present in the Southwest. Northeast Colorado has seen cool temperatures and near normal precipitation resulting in improved conditions.

Decent precipitation during the 2017 growing season led to widespread fuel loading throughout Colorado, this coupled with dry conditions has led to increased potential for large wildfires in Colorado.



Effective June 12, 2018



## Mandatory Outdoor Water Restrictions Are Now in Effect!

As of late March 2018, Ouray County and Southwest Colorado are classified as being in Extreme Drought. Mandatory water restrictions (below) are now in effect. The Town is using a significantly reduced amount of water for our public parks and streetscape trees and plantings. We are monitoring the Ridgway water supply and use very closely. We use untreated water for all of our parks and streetscape landscaping, which saves in both energy use and cost.

### Please Remember:

1

No irrigating between the hours of 9:00 am and 6:00 pm, or when windy, in order to minimize evaporation, and anytime on Mondays, Thursdays, and Fridays.

2

Properties located on the south side of Hwy 62 & Hunter Parkway irrigate only on Tuesdays and Saturdays.

3

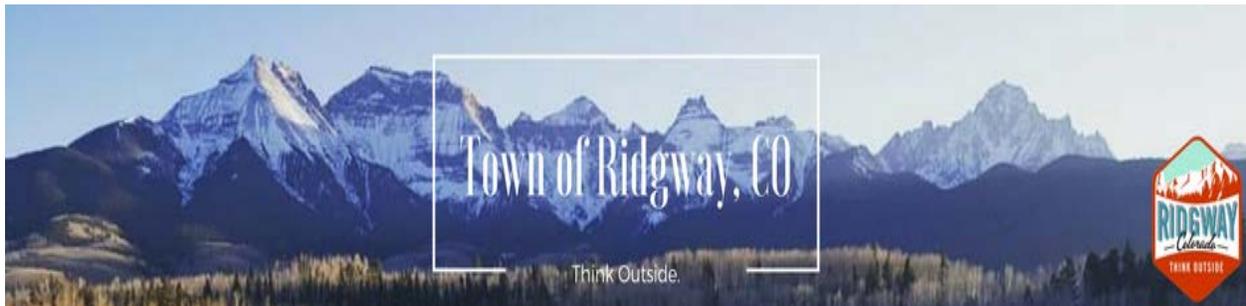
Properties located on the north side of Hwy 62 & Hunter Parkway irrigate only on Wednesdays and Sundays.

Thank you for your cooperation!



## AGENDA ITEM #27

# Town of Ridgway Emergency Operations Plan



This page is intentionally left blank

# TABLE OF CONTENTS

<b>AUTHORIZATION</b>	<b>8</b>
Town of Ridgway Resolution Statement	8
<b>INTRODUCTION</b>	<b>9</b>
<b>PURPOSE</b>	<b>9</b>
Executive Summary	9
Planning Contact Information	11
Record of Change	11
Distribution	11
<b>Scope</b>	<b>12</b>
Base Plan	13
Supporting Annexes	13
<b>Supporting Documents</b>	<b>14</b>
Town of Ridgway Documents	14
Emergency Management	14
Public Health	14
Supporting Documents on the Web	14
<b>AUTHORITIES</b>	<b>15</b>
Federal	15
State	15
Local	15
<b>PLANNING ASSUMPTIONS</b>	<b>16</b>
<b>Town Profile</b>	<b>17</b>
Town of Ridgway History	17
Geography	17
Climate	18
Economy	18
Demographics	18
Government	19
Sectoring the Town of Ridgway	19
<b>Hazard Vulnerability Assessment</b>	<b>20</b>
Hazard Profile	20
<b>Vulnerability Assessment</b>	<b>20</b>
Dam Failure	20
Debris Flow	Error! Bookmark not defined.
Drought	Error! Bookmark not defined.
Extreme Temperatures	Error! Bookmark not defined.
Flood	Error! Bookmark not defined.
Hazardous Materials Release	Error! Bookmark not defined.
Imminent Threat	Error! Bookmark not defined.
Landslide/Rockfall	Error! Bookmark not defined.
Lightning	Error! Bookmark not defined.

Mass Casualty Events _____	Error! Bookmark not defined.
Multi-Hazard Event _____	Error! Bookmark not defined.
Public Health Emergencies _____	Error! Bookmark not defined.
Severe Winter Storm _____	Error! Bookmark not defined.
Wildfire _____	Error! Bookmark not defined.
Windstorm _____	Error! Bookmark not defined.
<b>Critical Facility and Infrastructure _____</b>	<b>22</b>
Critical Facilities _____	22
Critical Infrastructure _____	23
<b>MITIGATION CAPABILITIES _____</b>	<b>23</b>
<b>County Emergency Management Program _____</b>	<b>23</b>
<b>All Hazards Planning _____</b>	<b>23</b>
Ouray County Multi-Agency Coordination Group _____	23
Ouray County Local Emergency Planning Committee (LEPC) _____	24
The Ouray County Policy Group _____	24
<b>Regional Planning _____</b>	<b>24</b>
West Region Multi-Agency Coordination Group (WRMAC Group) _____	24
West Region All Hazard Region (WAHR) _____	24
West Region EMS Trauma Council (WRETAC) _____	24
West Region Health Care Coalition (WRHCC) _____	24
West Region Emergency Preparedness and Response Team (WREPR) _____	24
West Region Wildfire Council _____	25
<b>Evacuation and Warning Systems _____</b>	<b>25</b>
Emergency Notification System _____	25
Local Broadcast Media _____	25
Social Media _____	25
Hazard and Critical Infrastructure Mapping _____	25
<b>Concept of Operations _____</b>	<b>25</b>
Incident Management Priorities _____	26
Local Coordination _____	27
Policy Group _____	27
<b>STAGES OF EMERGENCY MANAGEMENT _____</b>	<b>27</b>
Mitigation _____	27
Prevention _____	28
Preparedness _____	29
Response _____	29
Initial Response Activity _____	30
Extended Response Activity _____	30
Recovery _____	31
Damage Assessment _____	31
<b>EMERGENCY PURCHASING _____</b>	<b>31</b>
<b>NIMS AND ICS _____</b>	<b>32</b>
<b>EMERGENCY SUPPORT FUNCTIONS _____</b>	<b>34</b>
ESF #1 – Transportation _____	35

<b>ESF #2 – Communications and Alerting</b>	<b>35</b>
<b>ESF #3 – Public Works and Engineering</b>	<b>35</b>
<b>ESF #4 – Firefighting</b>	<b>35</b>
<b>ESF #5 – Emergency Management</b>	<b>35</b>
<b>ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services</b>	<b>35</b>
<b>ESF #7 – Logistics Management and Resource Support</b>	<b>35</b>
<b>ESF #8 – Public Health and Medical Services</b>	<b>35</b>
<b>ESF #9 – Search and Rescue</b>	<b>35</b>
<b>ESF #10 – Oil and Hazardous Materials Response</b>	<b>36</b>
<b>ESF #11 – Agriculture and Natural Resources</b>	<b>36</b>
<b>ESF #12 – Energy</b>	<b>36</b>
<b>ESF #13 – Public Safety and Security</b>	<b>36</b>
<b>ESF #14 – Long-Term Community Recovery</b>	<b>36</b>
<b>ESF #15 – External Affairs and Public Information</b>	<b>36</b>
<b>TOWN OF RIDGWAY EMERGENCY OPERATIONS CENTER (EOC)</b>	<b>37</b>
<b>Personnel and Staffing</b>	<b>38</b>
Level 4 Activation Staffing	38
Level 3 Activation Staffing	38
Level 2 Activation Staffing	38
Level 1 Activation Staffing	38
<b>DISASTER OR EMERGENCY DECLARATION</b>	<b>39</b>
<b>Initial Emergency Response</b>	<b>39</b>
Reason for Disaster Declaration	39
<b>Declaration Process</b>	<b>39</b>
Steps in the Declaration Process	39
<b>Authority to Declare a Disaster</b>	<b>39</b>
<b>ESSENTIAL SERVICES</b>	<b>40</b>
<b>Responsibility Overview</b>	<b>40</b>
<b>Department Heads, Appointed Officials, and Elected Officials’ Responsibilities</b>	<b>41</b>
General Responsibilities	41
Essential Function Responsibilities	41
<b>DESIGNATED ROLES AND RESPONSIBILITIES</b>	<b>41</b>
<b>Town of Ridgway Town Council</b>	<b>42</b>
<b>Town of Ridgway Administrator</b>	<b>42</b>
Town Manager’s Responsibilities as Public Information Officer	44
Town Manager’s Responsibilities as ESF #6 Lead (As outlined by NRF)	44
Town Manager’s Responsibilities as ESF #8 Lead (As outlined by FEMA.gov)	45
Town Manager’s Responsibilities as ESF #11 Lead (As outlined by FEMA.gov)	47
Town Manager’s Responsibilities as ESF #15 Lead	47
<b>Town of Ridgway Attorney</b>	<b>48</b>
<b>Town of Ridgway Marshal</b>	<b>48</b>
Town of Ridgway Town Marshal’s Responsibilities as ESF #2 Lead	50
Town of Ridgway Town Marshal’s Role as ESF #5 Lead	51
Ridgway Marshal’s Role as ESF #7 Lead	51

Ridgway Marshal’s Responsibilities as ESF #9 Lead (As outlined by NRF)	51
Ridgway Marshal’s Responsibilities as ESF #13 Lead (As outlined by FEMA.gov)	51
<b>Ouray Volunteer Fire Department Chief</b>	Error! Bookmark not defined.
Ouray Volunteer Fire Department Chief’s Responsibilities as ESF #4 Lead [As outlined by National Response Framework (NRF)]	51
Ouray Volunteer Fire Department Chief’s Responsibilities as ESF #10 Lead (As outlined by FEMA.gov)	51
<b>Information Technology (IT)</b>	<b>52</b>
IT responsibilities as Geographic Information Systems (GIS)	53
<b>Town of Ridgway Administration Staff</b>	<b>53</b>
<b>Human Resources</b>	<b>53</b>
<b>Town Clerk and Treasurer</b>	<b>54</b>
Clerk/Treasurer Responsibilities as Finance Department Lead	48
<b>Town of Ridgway Public Works Department</b>	<b>54</b>
Town of Ridgway Public Works Department’s Responsibilities as ESF #1 Lead (As outlined by FEMA.gov)	54
Town of Ridgway Public Works Department’s Responsibilities as ESF #3 Lead (As outlined by FEMA.gov and NRF)	55
Town of Ridgway Public Works Department’s Responsibilities as ESF #12 Lead (As outlined by NRF)	55
<b>Community Development Coordinator</b>	<b>55</b>
Community Development Coordinator’s Responsibilities as ESF #14 Lead (As outlined by NRF)	56
<b>Town Resource Director</b>	Error! Bookmark not defined.
<b>Non- Ridgway Town Agencies and Department Services</b>	<b>56</b>
<b>Amateur Radio Emergency Services (ARES) / Radio Amateur Civil Emergency Service (RACES)</b>	<b>57</b>
<b>American Red Cross / Salvation Army</b>	<b>57</b>
<b>Ridgway Marshal or County Sheriff or their Designee</b>	<b>57</b>
<b>Colorado Department of Agriculture</b>	<b>58</b>
<b>Colorado Department of Transportation</b>	<b>58</b>
<b>Colorado State Parks and Wildlife</b>	<b>58</b>
<b>Colorado State Patrol</b>	<b>58</b>
<b>CSU Extension</b>	<b>59</b>
<b>Regional Fire Protection District Chiefs</b>	<b>59</b>
<b>Ouray County Engineer</b>	<b>60</b>
<b>Montrose County Regional Dispatch</b>	<b>60</b>
<b>Montrose Fire District</b>	<b>60</b>
<b>Montrose Memorial Hospital</b>	<b>60</b>
<b>Ouray County Clergy Group</b>	Error! Bookmark not defined.
<b>Ouray County School Districts</b>	<b>60</b>
<b>Public Utilities</b>	<b>61</b>
<b>Second Chance Humane Society</b>	<b>61</b>
<b>Telluride Hazardous Response Team</b>	<b>61</b>
<b>CONTINUITY OF GOVERNMENT</b>	<b>61</b>
<b>PLAN MAINTENANCE, TRAINING AND EXERCISES</b>	<b>63</b>

This Page is intentionally left blank

## AUTHORIZATION

### Town of Ridgway Resolution Statement

To: All Ridgway Town Departments, Department Heads, Appointed Officials and Elected Officials  
 All Participating Organizations, Agencies and Jurisdictions

In the Town of Ridgway, the public, private, and non-profit sectors, as well as individual citizens, must work together to protect against, mitigate, respond to, recover from, and, to the extent possible, prevent threats and hazards that pose a risk to the Town of Ridgway. The management of emergencies begins well before the emergency strikes.

Attached is the Town of Ridgway Emergency Operations Plan, which serves as a policy level and guidance document. It has been written and approved for use in responding to major incidents and disasters within the Town of Ridgway. All organizations participating in emergency management activities (mitigation, preparedness, response and/or recovery) are to follow the concepts and coordination systems specified in this plan and the accompanying Support Annexes, recognizing that each incident is unique and may require some variations in implementation.

The plan has been written in consultation with the participating organizations. It has been designed to serve and assist with the coordination of the activities of various organizations that may not interact on a daily basis, while recognizing the normal mission of the organization. Nothing in this plan is intended to interfere with the delivery of the organizations' primary services; although, during a crisis resources may have to be temporarily redirected for the public good. As necessary, a local disaster declaration will be issued to address those issues.

Upon authorization, this plan may be fully or partially activated to manage natural, technological and human-caused incidents that occur. All Town of Ridgway employees shall support this plan and carry out their responsibilities as required by this document.

Signed this the \_\_\_\_ Day of \_\_\_\_\_, 2018.

**TOWN OF RIDGWAY, COLORADO**

**TOWN COUNCIL**

\_\_\_\_\_  
**John Clark, Mayor**

<b>Vote:</b>	<b>John Clark, Mayor</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
	<b>Eric Johnson, Mayor Pro-Tem</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
	<b>Robb Austin</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
	<b>Ellen Hunter</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
	<b>Ninah Hunter</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
	<b>Tim Malone</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
	<b>Tom Heffernan</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>

**Attest:** \_\_\_\_\_

Pam Kraft, Town Clerk and Recorder

## INTRODUCTION

Major emergencies and disaster incidents are unique events that present communities and emergency personnel with extraordinary problems and challenges that cannot be adequately addressed within the routine operations of local government. Since disasters differ in important ways, and it is impossible to plan for every contingency, highly detailed operational procedures, that can quickly become out of date are avoided in this plan in favor of a streamlined, all hazards preparedness approach.

Government agencies need to anticipate how they will provide services during a disaster, how to resume services once they have been interrupted, or consider alternative means for providing services during a disaster. This Emergency Operations Plan provides guidance to the staff of the Town of Ridgway, volunteers, departments and agencies, private and non-profit sectors to respond to an emergency.

## PURPOSE

The purpose of the Town of Ridgway Emergency Operations Plan (EOP) is to provide general guidelines and principles for managing and coordinating the overall response and recovery activities before, during and after major emergencies and disaster events that affect the Town.

## Executive Summary

The Town of Ridgway Emergency Operations Plan (EOP) 1) outlines circumstances under which the plan should be implemented, 2) provides guidance on the key elements of plan, and 3) identifies the Town of Ridgway's implementation strategies. The EOP will be implemented during all emergency or disaster events that require Town staff to utilize alternative methods of maintaining the daily functions of the Town of Ridgway. This may include an internal disaster such as a fire in the building where the executive offices are located or where files critical to Town functions are located. It could include an environmental event such as extreme winds or flooding where access to services for the town may be interrupted due to debris or impassable roads. Implementation of this plan may occur due to a large disease outbreak or mass fatality event where components of the town's daily functions (vital records) may be overwhelmed. Implementation may also become necessary with the loss of essential leaders in the town or during a required evacuation of the population of the town and/or county.

This EOP has been developed in accordance with the requirements for local emergency planning established under the State of Colorado Disaster Emergency Act of 1992 and also meets the requirements of other state and federal guidelines for local emergency management plans and programs.

The contents of this plan are intended to provide a basis for the coordinated management of the types of emergencies and disaster events that may occur in the Town of Ridgway. Ouray County, the City of Ouray, and Regional Partners are welcome to use and adapt this plan. Other organizations and special districts are encouraged to develop and maintain current standard operating procedures (SOPs) to include checklists necessary for implementing assigned duties and functions.

This plan does not address emergency planning and management of the county or other special districts. These political subdivisions are responsible for the development and maintenance of their EOPs and Annexes, standard operating procedures (SOPs) and training necessary for implementing assigned duties and functions of their jurisdiction's EOP. The Plan is designed to work in concert with departmental standard operating guidelines, county, regional, and the State of Colorado EOPs.

The Town Manager is responsible for regularly scheduled plan updates and revisions and for developing a training and exercise program to familiarize town staff with provisions of the plan.

The National Incident Management System, NIMS, is the adopted method and organizational structure for managing emergency response and recovery operations within the Town of Ridgway. All Town employees are requested to achieve certificates in the FEMA recommended training fitting their job title fitting response level in an emergency.

### Planning Contact Information

For all information pertaining to this plan, contact:

**Jen Coates**  
**Town Manager**  
 201 N Railroad St (Physical)  
 PO Box 10 (Mailing)  
 Ridgway Colorado 81432  
 (970) 626-5308  
[jcoates@town.ridgway.co.us](mailto:jcoates@town.ridgway.co.us)

### Record of Change

All changes are to be annotated on the master copy of the Emergency Operations Plan, which is maintained by the Town Manager. Should the change be significant in nature, an electronic update shall be made and recorded with the applicable stakeholders. If not deemed significant, changes will be reviewed and incorporated into the plan as needed or during scheduled annual updates.

This plan will be updated as needed through the department heads and Town Council, and as needed after any incident, to ensure that it remains an effective and accurate emergency management tool for officials, responders, and citizens of the Town of Ridgway.

DATE REVISIED	CHANGE OR UPDATE	PAGE REVISIED	REVISED BY

### Distribution

This document shall be known as the Town of Ridgway Emergency Operations Plan (EOP). This EOP is approved and hereby ordered electronically distributed. All agencies, departments and personnel should review and accept their respective responsibilities as outlined in this plan, including organizational planning and training necessary to implement the plan when required. A hard copy will be kept in the Town Manager’s Office (201 N. Railroad St. Ridgway Colorado 81432), Ridgway Marshal’s Office (201 N. Railroad St. Ridgway Colorado 81432), and the Ouray County Emergency Manager’s Desk (541 4<sup>th</sup> Street, Ouray Colorado 81427).

Upon adoption this EOP will be electronically distributed to town officials and departments, the county government and any identified stakeholders for their respective use as well as for planning and training purposes. Additional copies of this plan are available from the Town Manager and will be posted on the Town of Ridgway’s website (<https://www.colorado.gov/ridgway>).

## Scope

The plan establishes a system for coordinating the prevention, preparedness, response and recovery and mitigation, phases of emergency management in the Town of Ridgway. This plan may be fully or partially activated to manage natural, technological and human-caused incidents that occur. It is divided into three sections: the base plan, supporting annexes and supporting documents.

Essential functions are those organizational functions and activities that must be continued under any and all circumstances as prescribed by the Colorado Constitution. However, some functions may be able to be suspended or prioritized on a temporary basis as needed in an emergency situation and/or recovery.

The scope of the EOP is to identify the essential functions of the Town of Ridgway and prepare to maintain or recover them during all hazard events. This plan and its annexes address capabilities the Town has or can develop to provide services from alternate locations, redundancy for data collection, and personnel that have been trained to provide leadership under disaster circumstances (order of succession). This plans annexes addresses key messages that may need to be developed for public, vendor-managed activities (vaccines, office supplies, UPS [uninterruptible power supply]). It also addresses payroll, purchasing and human resource considerations.

The Town of Ridgway is responsible for most emergency response operations within Town boundaries in conjunction with the Ouray County Sheriff's Office and the Ridgway Fire Protection District.

Disasters and large-scale emergencies are rarely confined to one jurisdiction. Although only a portion of Town of Ridgway is likely to be impacted by a single disaster or emergency event, a multi-jurisdictional effort will be required to effectively manage most major incidents. Accordingly, emergency plans and exercises should incorporate procedures for integrating the resources of town and municipal governments, private and volunteer organizations, and state and federal governments.

- ⊗ Within the Town of Ridgway, emergency response functions are provided by the following agencies:
  - Town of Ridgway Marshal's Office
  - Ridgway Volunteer Fire Department
  - Ouray County Sheriff's Office
  - Ouray County Emergency Medical Services
  - Ouray County Social Services
  - Ouray County Public Health
  - Ouray County Emergency Management
  - Colorado Bureau of Investigations
  - Colorado State Patrol
  - Office of Homeland Security and Emergency Management
  - San Miguel Power Associations
  - Regional Dispatch
  - Deeply Digital
- ⊗ Routine emergencies will be managed by these agencies under Colorado Revised Statute authorities using the Incident Command System. As an emergency escalates the Incident Commander will coordinate with town officials to ensure all public safety functions are being provided.

- ⊗ When required by incident complexity, the Town of Ridgway will either assign an agency representative to command and/or open an Emergency Operations Center (EOC). The EOC will manage issues including, but not limited to the following:
  - damage assessment,
  - coordination of outside agencies and volunteers,
  - intergovernmental relations,
- ⊗ The town will work in cooperation with the following agencies and jurisdictions in multi-jurisdiction incidents and/or through mutual aid response:

Ouray and Adjacent Counties	Colorado Parks and Wildlife
Bureau of Land Management	Log Hill Fire District
City of Ouray	Montrose Fire Protection District
Colorado Department of Public Health and Environment (CDPHE)	Ouray Fire Protection District
Colorado Department of Transportation (CDOT)	Ouray County Mountain Rescue
Colorado Forest Service	Ridgway Fire Protection District
Colorado Office of Emergency Management	U.S. Forest Service

- ⊗ The **Colorado Department of Public Safety, Division of Homeland Security, Office of Emergency Management (COEM)** is available 24 hours a day to provide advice and technical assistance to the Town of Ridgway, the City of Ouray and Ouray County. In addition, the COEM may provide state resources or coordinate other supplemental assistance in support of local emergency management actions. A formal declaration of a disaster by the Town Council may be required as a pre-condition of some forms of state assistance or to expedite state assistance. COEM is also the state agency responsible for processing requests for state and federal disaster assistance. It should be noted that response and recovery operations are the responsibility of the Town of Ridgway and initial support should be provided by Ouray County. As a result of an emergency or disaster event and declaration, **county, state or federal funding assistance is not guaranteed.**

### Base Plan

The Town of Ridgway Emergency Operations Base Plan describes the processes comprising a town-wide approach to incident management designed to integrate the efforts and resources of local governments, private sector and non-governmental organizations (NGOs). Ouray County Government, special districts, and non-governmental organizations should maintain and update their jurisdictional or response area emergency operations plans on an ongoing basis. Basic roles and responsibilities are outlined in this plan for coordination purposes. This base plan is adopted by the Ridgway Town Council and no major changes are done without their approval.

### Supporting Annexes

The Annexes to the EOP detail the policies, structures, and responsibilities for coordination support with local agencies or other jurisdictions and entities during incidents. Annexes in support of this EOP are both functional based and hazard specific based. As incidents, planned events, and exercises occur, these Annexes are subject to change to improve response capabilities. New Annexes may be added as needed. Town Council approval for annexes to be added is preferred but not required.

## Supporting Documents

These documents provide other relevant, more detailed supporting information, including terms, definitions, acronyms and a compendium of plans.

### Town of Ridgway Documents

- ✿ Ouray County Multi-Hazard Plan 2013
- ✿ Town of Ridgway ICS Forms

### Emergency Management

A link to the current Supporting Documents from Emergency Management may be found at <http://www.ouraycountyco.gov/272/Emergency-Management>. These plans include but are not limited to:

- ✿ Ouray County Emergency Operations Plan
- ✿ Ouray County Wildfire Annual Operating Plan
- ✿ Ouray County Wildfire Protection Plan
- ✿ West Region Tactical Interoperability Communications (TIC) Plan

### Public Health

A link to the current Supporting Documents from Emergency Management may be found at <http://www.ouraycountyco.gov/149/Public-Health>. These plans include but are not limited to:

- ✿ Public Health Emergency Operations Plan
- ✿ Public Health Improvement Plan
- ✿ Ouray County Community Health Resource Guide
- ✿ Regional Health Assessment

### Supporting Documents on the Web

Other Supporting Documents can be found on the web. They can be found by clicking on the hyperlinks below for each document:

- ✿ Colorado State Emergency Operations Plan (Link [Here](#))
- ✿ State of Colorado Resource Mobilization Annex (Link [Here](#))
- ✿ Colorado Homeland Security Resource Guide (Link [Here](#))

*Note:* Supporting documents may be developed and revised independent of the base plan. **Report broken links to Town Manager at [jcoates@town.ridgway.co.us](mailto:jcoates@town.ridgway.co.us).**

## AUTHORITIES

### Federal

- ✿ Robert T. Stafford Disaster Relief And Emergency Assistance Act And Amendments (Public Law 93-288)
- ✿ National Response Framework (PPD-8)
- ✿ Homeland Security Act And Information Sharing Act (H.R. 5710)
- ✿ Homeland Security Presidential Directive 5, Management Of Domestic Incidents (PPD-5)
- ✿ Homeland Security Presidential Directive 8, National Preparedness (PPD-8)
- ✿ National Incident Management System (NIMS)

### State

- ✿ Colorado Disaster Management Act (24 - 33.5 - 704(5) et seq., C.R.S., I,)
- ✿ Colorado All Hazard Resource Database Creation
- ✿ Colorado State Emergency Operations Plan (Signed by Governor Hickenlooper March, 26th 2015)

### Local

- ✿ Town of Ridgway Resolution \_\_\_\_\_ adopting the National Incident Management system affirmed by the Ridgway Town Council, \_\_\_\_\_
- ✿ Town of Ridgway \_\_\_\_\_, Adoption of Multi-Hazard Mitigation Plan affirmed by the Ridgway Town Council on \_\_\_\_\_.

## PLANNING ASSUMPTIONS

- ✿ Government at all levels must continue to function under all threats, emergency and disaster conditions. Continuity of Government (COG)/Continuity of Operations (COOP) plans should be developed by all agencies and departments consistent with this plan and in accordance with the State of Colorado Emergency Operations Plans and National level guidance.
- ✿ Municipal governments and special districts will perform under their scope of authority and responsibility and will make declarations of emergency or disaster to County Emergency Management. All emergency and disaster declarations received by the County Emergency Manager will be forwarded to the State of Colorado Office of Emergency Management.
- ✿ The Town of Ridgway has no fiscal responsibility to any special district after receipt of their emergency or disaster declaration nor should the Town of Ridgway expect Ouray County or the State of Colorado to have fiscal responsibility upon a receipt of an emergency or disaster declaration.
- ✿ County government, other municipal governments, special districts, and non-governmental organizations should maintain and update their jurisdictional or response area emergency operations and continuity plans on an ongoing basis and especially during time of an emergency or disaster response. These entities are expected to coordinate their planning, response, and continuity efforts with the Town of Ridgway Government to support intergovernmental responsibility.
- ✿ Incidents begin at the local government level (this includes special districts) and will remain the responsibility of the local government throughout the incident and through the recovery phase. Higher levels of government may agree to share some of the responsibility within an agreed upon scope. Generally, local jurisdictions (up through the county) should not plan on the arrival of significant State resources ordered for up to and possibly exceeding 36 hours after the incident. Federal resources may not arrive until 48-72 hours after the incident.
- ✿ An emergency or disaster can occur at any time and any location. It may create a significant degree of human suffering and loss of life, property damage and economic hardship to individuals, government, public services, the environment and the business community.
- ✿ Collaborating and sharing information across multiple levels of government, the response community and the private sector is essential for the successful stabilization and common operating picture of any emergency or disaster.
- ✿ The public expects government to keep them informed and to provide guidance and assistance upon detection of a threat and in the event of an actual emergency or disaster.
- ✿ The premise of the National Response Framework, the State Emergency Operations Plan and this plan is that all levels of government share responsibility for working together in preventing, preparing for, responding to and recovering from the effects of an emergency or disaster event.
- ✿ Within The Town of Ridgway's organization structure certain Town Departments have clearly understood responsibilities during an emergency while other departments have coordination responsibility and authority, however it may be necessary to staff an emergency or disaster with additional outside staff assistance. Depending upon the magnitude and catastrophic nature of the emergency and disaster there is a potential that any and all town offices and departments could be mission tasked to respond and perform certain functions during an emergency or disaster event. The transition to emergency work would be under the direction of the Town Council and managed by the Town Manager.

## Town Profile

The Town of Ridgway, coined Gateway to the San Juans, is a Home Rule Municipality in Ouray County, in the southwestern portion of the U.S. State of Colorado. The town is a former railroad stop on the Uncompahgre River in the northern San Juan Mountains. The town population was 713 at the 2000 census and 924 according to the 2010 census.

## Town of Ridgway History

Ridgway began as a railroad town, serving the nearby mining towns of Telluride and Ouray.

The town site is at the northern terminus of the Rio Grande Southern Railroad where it meets with Denver and Rio Grande Western Railroad running between Montrose and Ouray. Ridgway was located about 3 miles (4.8 km) south of the existing town of Dallas. Articles of incorporation were filed on May 22, 1890 and granted on March 4, 1891. This "Gateway to the San Juans" position was recognized over 100 years ago when the Rio Grande Southern established Ridgway as a railhead center servicing the nearby mining towns of Ouray and Telluride. The town was named for Denver and Rio Grande railroad superintendent Robert M. Ridgway, who established the town in 1891.

The Rio Grande Southern filed for abandonment on April 24, 1952 and the Denver and Rio Grande Western abandoned the line between Ridgway and Ouray on March 21, 1953. The line between Ridgway and Montrose was upgraded from narrow gauge to standard gauge and Ridgway continued to be a shipping point until the line to Montrose was abandoned in 1976 as result of a reservoir being built on the Uncompahgre River.

The dam for that reservoir, the Ridgway Dam, was proposed in 1957 as part of the U.S. Bureau of Reclamation's Dallas Creek Project, and its original location would have inundated Ridgway. A 1975 decision to put the dam further downstream kept the town above-water, and residents coined their own nickname, "The Town that Refused to Die." Land around the reservoir became the Ridgway State Park north of town limits.

## Geography

Ridgway is situated in the Uncompahgre Valley at an elevation of 6,985 feet. The town is located on the San Juan Skyway, cradled in the heart of some of the most photographed mountains in the world. The nearby San Juan Mountain Range has 14 of Colorado's 53 peaks over 14,000 feet. Among them, 14,150 foot Mt. Sneffels is most prominent from Ridgway. The eponymous Mt. Ridgway, 13,468 feet in height, is also nearby, 4.5 miles west of Ouray. To the east of the town also lies the smaller but equally-grand Cimarron Range, with Uncompahgre Peak at 14,309 feet.

The Uncompahgre River flows from Lake Como at 12,215 feet in northern San Juan County, in the Uncompahgre National Forest in the northwestern San Juan Mountains is the headwaters of the river. It flows northwest past Ouray, Ridgway, Montrose, and Olathe and joins the Gunnison at Confluence Park in Delta. The river forms Poughkeepsie Gulch and the Uncompahgre Gorge. The major tributaries are all creeks draining the northwest San Juan Mountains. There are two dams on the Uncompahgre River, a small diversion dam in the Uncompahgre Gorge, and Ridgway Dam below the town of Ridgway, which forms Ridgway Reservoir.

The river is used for irrigation in the Uncompahgre Valley. The Uncompahgre is unnavigable, except at high water. The name given to the river comes from the Ute word Uncompaghre, which loosely translates to "dirty water" or "red water spring" and is likely a reference to the many hot springs in the vicinity of Ouray. Lake Otonawanda is the primary source of Ridgway's municipal water.

### Climate

Ridgway experiences four distinct seasons. Summers are warm in the day and mild to cool at night with brief thunderstorms often occurring in the afternoons in July and August sometimes resulting in intense, though short lived, rainfall. Autumn is cool and mostly clear with occasional rain. Winters are long and cold—though seldom extremely so—with considerable snowfall. Spring is generally cool with early spring often bringing the largest snowfalls; late spring into early summer (mid-May through late June) is mild to warm and is usually the driest time of year. The Köppen climate classification for Ouray is Dfb (Cold-Continental; without a dry season; warm summer).

### Economy

The primary present day economy of the Town of Ridgway is based on tourism. Much of the tourism is based off of recreational activities, scenic mountains, souvenirs, and dining. Tourists come for ice climbing, mountain biking, hiking and off-roading in four-wheel drive (4WD) expeditions into the San Juan Mountains. Popular destinations include Yankee Boy Basin, Engineer Mountain, and Black Bear Road. Ridgway is also poised on a highway that leads tourists to several other mountain towns of the San Juan region. Ridgway is 37 miles east of the ski town of Telluride and 10 miles north of the tourist City of Ouray. The area is also set at the base of the San Juan Mountains providing excellent views especially when viewed from Log Hill Mesa.

### Demographics

As of the census of 2010, there were 924 people, 404 households, and 256 families residing in the town. The population density was 462 people per square miles. There were 511 housing units at an average density of 255.5 per square mile (98.3/km<sup>2</sup>). The racial makeup of the town was 95.5% White, 0.1% African American, 0.6% Native American, 0.8% Asian, 0.8% from other races, and 1.8% from two or more races. Hispanic or Latino of any race were 5.0% of the population.

There were 404 households out of which 31.4% had children under the age of 18 living with them, 51.2% were married couples living together, 7.7% had a female householder with no husband present, 4.5% had a male householder with no wife present, and 36.6% were non-families. 28.7% of all households were made up of individuals and 4.9% had someone living alone who was 65 years of age or older. The average household size was 2.29 and the average family size was 2.82.

In the town, the population was spread out with 23.3% under the age of 18, 28.6% from 18 to 44, 37.1% from 45 to 64, and 11.0% who were 65 years of age or older. The median age was 43.7 years. For every 100 females there were 94.5 males. For every 100 females age 18 and over, there were 93.7 males.

The median income for a household in the town was \$40,903, and the median income for a family was \$45,208. Males had a median income of \$31,597 versus \$26,250 for females. The per capita income for the town was \$20,084. About 3.2% of families and 4.3% of the population were below the poverty line, including 6.9% of those under age 18 and none of those age 65 or over.

## Government

The Town of Ridgway is a State of Colorado home rule Town within Ouray County. The town may govern its own affairs within certain limits, but authority to exercise powers is derived from the Colorado Revised State Statutes. The Ridgway Town Council consists of six members and a mayor. The mayor and members are elected for two-year terms. The mayor is an elected position. The mayor pro-tem is selected by the Council following each annual election. All members of Town Council are elected at large from within the town electorate as a whole. Council Members and the Mayor serve 2-year terms..

## Sectoring the Town of Ridgway

Due to the size and layout of the Town of Ridgway's Critical Infrastructure, the Town of Ridgway is one Sector in an emergency only involving the Town. In a County-wide event the County as whole is one Sector.

## Hazard Vulnerability Assessment

Through the county-wide hazard mitigation process, an assessment was conducted of potential hazards within the Town and County. The assessment details the frequency, vulnerability, exposure and risk of potential hazards to the County and was completed in 2008 and updated in 2015 (scheduled for revision in 2020). The Ouray County Multi-Hazard Mitigation Plan was developed to reduce and eliminate losses from natural and manmade hazard events and to better protect the people and property of the County from the effects of hazard events. The current All Hazard Mitigation Plan may be accessed by visiting <http://www.ouraycountyco.gov/272/Emergency-Management>.

### Hazard Profile

The Town of Ridgway is vulnerable to many hazards, all of which have the potential to disrupt the community, cause damage and create mass casualties. The Hazard Vulnerability Assessment identified specific hazards for the Town based on likelihood of occurrence, severity and impact. The findings include the following hazards and their relative risk ranking:

HIGH RISK	MEDIUM RISK	LOW RISK
Dam Failure	Drought	Extreme Temperatures
Debris Flow	Earthquake	Mass Causality Incident
Flooding	Hazardous Materials Incident	
Wildfire	Imminent Threat	
	Landslide/Rockfall	
	Lightning	
	Public Health Emergencies	
	School Incidents (in addition to imminent Threats)	
	Severe Winter Storms	
	Windstorms	

### Vulnerability Assessment

The Town of Ridgway and Ouray County Risk Assessment revealed a number of problem areas to be addressed in the mitigation strategy. These key findings are summarized in the following list.

#### Dam Failure

- ☼ Two high hazard (probable loss of life if failure) dams are located in Ouray County

#### Drought

- ☼ Multi-year droughts occur every 10 years on average in Ouray County;
- ☼ Drought can affect both water quantity and quality;
- ☼ The agriculture and tourism-based economy is particularly vulnerable to drought;
- ☼ Drought increases risk to other hazards, such as wildfire.

#### Extreme Temperatures

- ☼ Extreme cold is a bigger concern for the County than extreme heat, though extreme heat can exacerbate drought and wildfire conditions;

- ⊗ Extreme cold has caused issues with frozen or burst water pipes and crop losses.

### Flood

- ⊗ Thirty-five recorded flood events between 1874 and 2013;
- ⊗ The most serious impacts could occur in the City of Ouray.

### Hazardous Materials Release

- ⊗ Transported hazardous materials releases are of particular concern to the County due to narrow, winding mountain roads. These roads are especially dangerous during the winter;
- ⊗ Streams and reservoirs are also vulnerable to contamination.

### Imminent Threat

- ⊗ Imminent Threat can be defined as “any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement.” Some examples would be acts of terrorism and active shooters;
- ⊗ Potential imminent threat targets in the County include mines, resorts, dams, schools, power infrastructure, and all government offices and facilities.
- ⊗ School shootings and threats have been especially concerning in 2017-2018. The Town of Ridgway’s Marshal’s Department has facilitated significant community outreach and school trainings on this matter.

### Landslide/Rockfall

- ⊗ Some areas in Town have potential for landslides and rockfall which can damage and/or close roads.

### Lightning

- ⊗ Damaging or fatal lightning events are rare in the County;
- ⊗ Outdoor recreationists at high altitude during summer months are very vulnerable to lightning;
- ⊗ Lightning can damage power grid and information technology and communications networks.

### Mass Casualty Events

- ⊗ Traffic accidents involving multiple casualties are the primary concern;
- ⊗ Traffic and bus accidents are most likely to occur along the Highway corridors of 550 and 62. The steeper, curvy sections of Highway 550 above and south of Ouray are particularly prone to accidents;
- ⊗ The reemerging mining industry in the County is another source of potential mass casualty events;
- ⊗ The County has produced tabletop and full-scale exercises on mass casualty scenarios to improve preparedness and response.

### Multi-Hazard Event

- ✿ Ouray County has been included in past emergency declarations for drought, frost/freezing events, and high winds; the County has also been included in state declarations for flooding, mudslides, severe storms, and wildfires;
- ✿ Hazard events that cause road closures, such as debris flows/mudslides, floods, landslides, avalanches, and winter storms, affect the economy and safety of Ouray County by restricting access of visitors, workers, and goods and services.

### Public Health Emergencies

- ✿ West Nile Virus and pandemic flu are the main concerns for public health emergencies in the County;
- ✿ There have been a few pandemic flu or West Nile Virus cases in the County in 2010.

### Severe Winter Storm

- ✿ There is high vulnerability to severe winter weather along highways and mountain passes;
- ✿ Increased population is exposed to hazards and emergencies during high tourist seasons;
- ✿ Vehicle accidents, power/utility disruptions, and isolation due to road closures are the main concern related to severe winter storms.

### Wildfire

- ✿ Approximately \$930 million in property value and 2,617 structures are potentially exposed to wildland fire hazards in the county;
- ✿ Critical roads are also vulnerable to wildfire;

### Windstorm

- ✿ Past damages from windstorms have typically included blown down trees and power poles, and damage to roofs. Blown-down trees have fallen across Highway 550 just south of the City of Ouray. Strong winds can also blow loose rocks off cliffs and steep slopes in the County, creating a rockfall hazard.

## Critical Facility and Infrastructure

As part of the Multi-Hazard Mitigation Plan planning process, critical infrastructure and facilities were identified for the Town.

### Critical Facilities

Critical Facilities are defined as facilities that provide a necessary service before, during, and after times of disaster. These generally include:

- ✿ Carrier-Neutral Locations (CNL) for Broadband
- ✿ Emergency Operations Centers
- ✿ Emergency Medical Service Facilities
- ✿ Fire Station
- ✿ Fuel Station
- ✿ Governmental Buildings
- ✿ Grocery Stores
- ✿ Law Enforcement Facilities

- ✿ Schools
- ✿ 4-H Center
- ✿ Churches
- ✿ Youth Facilities
- ✿ Shelters/Evacuation Centers

### Critical Infrastructure

Critical infrastructure is defined as assets that are essential to the functioning of a society and economy. These includes:

- ✿ Cisterns
- ✿ Communication Towers
- ✿ Dams, water treatment and distribution, water storage, water supply
- ✿ Electric power lines, sub-stations
- ✿ Fiber Optic
- ✿ Generators
- ✿ Hydro power facilities
- ✿ Internet
- ✿ Natural Gas Distributors
- ✿ Propane Gas Facilities
- ✿ Sewer lines and wastewater treatment plants
- ✿ Telephone facilities
- ✿ Transportation routes

## MITIGATION CAPABILITIES

The jurisdictions within the Town of Ridgway have limited response and recovery capabilities due to town size, population, location from major municipalities, areas with limited access and limited emergency responder personnel. Further limitations in these capabilities are determined through annual plan reviews and exercises. The following details mitigation capabilities within the town structure.

### County Emergency Management Program

In the absence of a designated emergency manager for the Town of Ridgway, the County Emergency Manager assumes emergency management jurisdiction. The County's Emergency Management program addresses planning efforts for the four phases of emergency management that include preparedness, mitigation, response and recovery. The County Emergency Manager is under the direction of the Ouray County Sheriff operationally and Ouray County Administrator administratively.

The Emergency Manager's program provides a structure for anticipating and dealing with emergency incidents and recognizes that disasters are recurring through the four phases of emergency management: preparedness, mitigation, response and recovery.

### All Hazards Planning

#### Ouray County Multi-Agency Coordination Group

The Town of Ridgway participates in the Ouray County Multi-Agency Coordination Group. The Emergency Manager is responsible for establishing the Ouray County Multi-Agency Coordination Group. This is a multi-jurisdictional, multi-disciplinary planning and coordination group committed to the development and implementation of all-hazards planning for preparedness, prevention, response and

recovery from emergencies and disasters. Participation is open to all local and county agencies, departments, special districts, and businesses within Ouray County and surrounding areas.

### **Ouray County Local Emergency Planning Committee (LEPC)**

The Ridgway Volunteer Fire Department Chief is the Designated Emergency Response Authority (DERA) for the Town of Ridgway and a member of the LEPC. The LEPC is a committee appointed by the State Emergency Response Commission (SERC), as required by Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA). It develops emergency plans for Local Emergency Planning Districts, collects material safety data sheet (MSDS) forms and chemical release reports. It also provides this information to the public. The LEPC is tasked with hazardous materials preparedness, response, related training and sits in a policy advisory position for the county.

### **The Ouray County Policy Group**

The Ouray County Policy Group consists of county, municipal and other jurisdictional policy makers within Ouray County.

## **Regional Planning**

### **West Region Multi-Agency Coordination Group (WRMAC Group)**

To facilitate regional planning and mutual aid assistance, the Emergency Manager and Ouray County Sheriff participates in the WRMAC Group. The WRMAC Group is a six county all hazard planning region located in the western portion of the State of Colorado. It is comprised of Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel Counties.

The WRMAC Group mission is to prepare Colorado's West Region communities to be resilient in the face of potential threats and hazards through coordination and collaboration. It is a multiagency, multi-disciplinary emergency planning and coordination group committed to improve all hazard preparedness and resiliency in the West Region, leading to fewer lives lost, reduced economic impacts in affected communities, improved response capabilities and faster recovery time.

### **West Region All Hazard Region (WAHR)**

WAHR is a multiagency, multi-disciplinary emergency planning and coordination group committed to improve all hazard preparedness and resiliency in the West Region, leading to fewer lives lost, reduced economic impacts in affected communities, improved response capabilities and faster recovery time.

### **West Region EMS Trauma Council (WRETAC)**

The mission of the WRETAC is to promote, foster and support cooperative organization of Emergency Medical and Trauma Services in the Western Region and State, utilizing data, communications, protocols and training to provide Quality Improvement.

### **West Region Health Care Coalition (WRHCC)**

The mission of the WRHCC is providing collaborative planning and response to emergencies, in a multi-disciplinary approach, and to preserve the medical infrastructure of the region.

### **West Region Emergency Preparedness and Response Team (WREPR)**

Led by Mesa County Regional EPR team, the mission is to prepare Colorado's West Region communities to be resilient in the face of potential public health threats and hazards through coordination and

collaboration. It is a multiagency, multi-disciplinary emergency planning and coordination group committed to improve all hazard preparedness and resiliency in the West Region.

### West Region Wildfire Council

West Region Wildfire Council was established in 2007 as a collaborative effort to support interagency efforts to develop and implement plans to better mitigate the threat of catastrophic wildland fire to the communities and natural resources in the Colorado counties of Delta, Gunnison, Hinsdale, Montrose, Ouray and San Miguel

## Evacuation and Warning Systems

### Emergency Notification System

The town utilizes an emergency phone notification system to provide ‘general information’ based alerts as well as geographically specific emergency notification to residents. These alerts can be sent to landline phones, cellular phones and email addresses if the end user has opted in for this service. Commuters and visitors to the county may also sign up for the system via a mobile application. Residents may self-register for emergency alerts on the Ouray County website:

<http://www.ouraycountyco.gov/272/Emergency-Management>.

### Local Broadcast Media

The Town also utilizes the Emergency Alert System to broadcast warnings over local radio stations and National Oceanic and Atmospheric Administration (NOAA) towers (where available). The authority to initialize this utility, and the message contained, lies with the Emergency Manager and/or Sheriff only. Local media is also utilized whenever necessary but currently only publishes weekly.

### Social Media

The town utilizes social media outlets such as Facebook and Twitter to inform, warn and prepare the public. The town general preparedness information alerts and incident updates are ongoing for this platform:

<https://www.facebook.com/TownOfRidgway/>. The authority to initialize this utility as a warning mechanism lies with an Incident Commander (IC), Ridgway Marshal, Fire Chief, the Emergency Manager, or the designated Town Public Information Officer (PIO) during an incident. To post preparedness information, contact the Town Manager or their designee.

### Hazard and Critical Infrastructure Mapping

The County has a Geographic Information System (GIS) and Information Technology (IT) Department that can, upon request, provide mapping and database support.

## Concept of Operations

The general concept on which this document is based is from lessons learned and best practices from previous events concerning command and coordination. This includes both the immediate event and any effects to the surrounding area or communities. Each incident is unique and requires different prevention and response measures. Therefore, by adhering to the guidelines of NIMS and the National Response Framework (NRF), the town stands ready to meet these challenges.

Every town department or office may be required to respond to an emergency. If a department does not have a specific response role in a given emergency, that department may still be relied upon to support

responding departments. The Town Manager has responsibility for the direction and control of town resources during an emergency situation that has reached beyond the capabilities of a local jurisdiction.

Upon request, the Town's Emergency Operations Center (EOC) Manager or designee will activate and manage the Town of Ridgway's EOC. The EOC is the facility from which emergency response activities can be directed, coordinated and/or supported. The EOC structure is scalable, based on the magnitude of the situation. If a disaster exceeds Town resources, assistance will be requested from the private sector, county agencies, regional agencies, State of Colorado, and if required, federal agencies.

### Incident Management Priorities

The Town of Ridgway's priorities for incident management are as follows:

- ✿ Save lives and protect the health and safety of the public, responders, and recovery workers;
- ✿ Protect and restore critical infrastructure;
- ✿ When appropriate, conduct law enforcement investigations to resolve the incident, apprehend the perpetrators, and collect and preserve evidence for prosecution;
- ✿ Protect property and mitigate damages and impacts to individuals, communities and the environment;
- ✿ Facilitate recovery for individuals, families, businesses, government and the environment.

The Town of Ridgway has resources and expertise available to assist with incident related problems. The town may modify normal operations and redirect resources in order to save lives, relieve human suffering, sustain survivors, protect property and assist in re-establishing essential services. Life-saving and life-protecting response activities have precedence over other emergency response activities.

Private, faith based, and volunteer organizations (i.e., American Red Cross, Salvation Army, Colorado Volunteer Organizations Active in Disasters), and others will provide basic necessity and life-sustaining relief which is not normally available from government resources to individuals and families. Local and State governmental agencies will assist these organizations by providing information, guidance and coordination of the relief efforts.

The Mayor, in consultation with the Town Council if possible, may declare a disaster or emergency. If the Mayor is unavailable, the Mayor Pro Tem may sign a declaration of disaster or emergency. If the Mayor and the Mayor Pro Tem is unavailable, any member of the town council may sign a declaration of disaster or emergency. The decision to make a declaration may be based upon emergency needs created by the incident, and/or damage assessment findings indicating the damages are of sufficient severity and magnitude to warrant assistance from the state. This authority is granted to a town through a county by the Colorado Disaster Act. Once the state receives a local emergency/disaster declaration, the state then may make a declaration under the Stafford Act to the President who may grant a major disaster declaration. This in turn, may make available specific federal support programs for a defined period. After the Town declaration is made, it must be ratified within seven (7) days by the full Town Council. The declaration must be renewed every seven (7) days, and should be let in place while emergency response measures are conducted. Local declarations should be discontinued or allowed to expire at the point emergency response work is completed. State or federal declarations may be left in place during recovery activities.

The Town Marshall, the local Fire Chief, and/or the Town Manager may directly call upon any Town Department available to assist in any emergency response. The Town Marshall may call upon resources under their control to include any agency or entity under agreement with their agency, as well as any

mutual aid agency requested by the Town Marshal of Local Fire Chief. The Town Marshal may call upon the Sheriff to utilize resources under control of the Sheriff to include the Search and Rescue Team, and any agency or entity under agreement with the Sheriff, as well as any mutual aid agency requested by the Sheriff.

### Local Coordination

The Town of Ridgway is responsible for large scale emergency response operations/coordination in within the Town. Each of the Municipality and County Governments within Ouray County should establish both a Chain of Command and Continuity of Operations (COOP) sections for their respective functions as part of their Municipal/County Emergency Operations Plans.

All local governments and special districts within the Town of Ridgway are responsible for coordinating with one another and for providing mutual aid within their capabilities and usually according to the established written Mutual Aid Agreements. If necessary, normal working operations may be suspended or redirected during an incident in order to support emergency response and control throughout the Town.

Based on the assessment of emergency conditions by the designated Incident Commander(s), the Town Council (and/or County leadership) will be notified and advised of the situation and the need to report to the Town or County EOC.

### Policy Group

Designated Policy Group members with responsibility over an incident will be assembled as needed to evaluate policy level decisions on how best to manage the incident to best serve the Town, approval of incident expenditures and for formal declaration of a disaster. The Policy Group consists of the Ouray Town Council, designated leadership of the Town, special district, the Town Manager, the Town Marshal, Fire Chief or his/her designee, and other officials as needed.

The group may be called upon to discuss formal declaration of local or town emergencies or disasters, discuss and or approval and commitment of Town resources and funds for disaster or emergency purposes, discuss delegations of authority and/or fund expenditure, cost share agreements between involved jurisdiction, formulation of directives to municipal departments and personnel regarding changes in normal duties/work schedules and discussion of Continuity of Operation Plans. Other possible decisions involving issuance of official orders regarding population protection or temporary social restrictions, such as evacuation orders, establishment of curfews and enactment of price controls may need to be discussed and coordinated by this group.

## STAGES OF EMERGENCY MANAGEMENT

Emergency operations involve much more than merely responding to an incident when it occurs. Regardless of the type of hazard, there are four stages in the emergency management process: mitigation, preparedness, response, and recovery.

### Mitigation

FEMA.gov defines mitigation as:

Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters. In order for mitigation to be effective we need to take action now—before the next disaster—to reduce human and financial consequences later (analyzing risk, reducing risk, and insuring

against risk). It is important to know that disasters can happen at anytime and anyplace and if we are not prepared, consequences can be fatal.

Effective mitigation requires that we all understand local risks, address the hard choices, and invest in long-term community well-being. Without mitigation actions, we jeopardize our safety, financial security and self-reliance.

- ⊗ Disasters can happen at anytime and anyplace; their human and financial consequences are hard to predict.
- ⊗ The number of disasters each year is increasing but only 50% of events trigger Federal assistance.
- ⊗ FEMA's mitigation programs help reduce the impact of events—and our dependence on taxpayers and the Treasury for disaster relief.

FEMA's Federal Insurance and Mitigation Administration (FIMA) manages the National Flood Insurance Program (NFIP) and implements a variety of programs authorized by Congress to reduce losses that may result from natural disasters. Effective mitigation efforts can break the cycle of disaster damage, reconstruction, and repeated damage. FEMA's mitigation and insurance efforts are organized into three primary activities that help states, tribes, territories and localities achieve the highest level of mitigation: Risk Analysis, Risk Reduction, and Risk Insurance. Through these activities and FEMA's day-to-day work across the country, communities are able to make better mitigation decisions before, during, and after disasters.

Effective mitigation requires that we all understand local risks, address the hard choices, and invest in long-term community well-being. Without mitigation actions, we jeopardize our safety, financial security and self-reliance.

Mitigation involves the actions taken prior to an incident that reduce the chance of occurrence or the effects of a disaster. This stage includes flood plain management, public education campaigns, building and fire codes, defensible space programs for residential buildings, and preventative health care.

## Prevention

Prevention means actions taken to avoid an incident or to intervene to stop an incident from occurring. – Involves actions taken to avoid an incident or to intervene to stop an incident from occurring.

Prevention involves actions to protect lives and property. It involves applying “Prevention” Activities to avoid an incident or to stop an emergency from occurring. Explanatory Material: Activities, tasks, programs, and systems intended to protect lives and property. – Involves applying intelligence and other information to a range of activities that may include such countermeasures as:

- ⊗ Deterrence operations
- ⊗ Heightened inspections
- ⊗ Improved surveillance
- ⊗ Disease prevention among people, domestic animals, and wildlife.

Examples of prevention activities include:

- ⊗ Collect, analyze and apply intelligence and other information
- ⊗ Conduct investigations to determine the full nature and source of the threat and to implement countermeasures such as inspections, surveillance, security and infrastructure protection

- ⊗ Conduct tactical operations to interdict, preempt or disrupt illegal activity; and to apprehend and prosecute the perpetrators
- ⊗ Conduct public health surveillance and testing procedures, immunizations and isolation or quarantine of individuals for biological and agricultural threats
- ⊗ Deter, detect, deny access or entry, defeat and take decisive action to eliminate threats
- ⊗ Conduct code enforcement, inspections and behavior modification to reduce risk
- ⊗ Analyze threats created by natural hazards and develop action plans to reduce the threat to citizens and property

## Preparedness

Preparedness involves the planning necessary to ensure that the effects of a disaster or an emergency will be minimized, and to assist local jurisdictions in developing appropriate response capabilities needed in the event of an emergency. To respond properly, a jurisdiction must have a plan for response, trained personnel to respond, and necessary resources with which to respond. Emphasis is on emergency planning, training, exercises and public awareness information sharing and programs.

Examples of preparedness activities include:

- ⊗ Development of plans and procedures, training and exercising
- ⊗ Pre-establishment of incident command posts, mobilization centers, staging areas and other facilities
- ⊗ Evacuation and protective sheltering
- ⊗ Implementation of structural and non-structural mitigation measures
- ⊗ Private sector implementation of business and continuity of operations plans
- ⊗ Provision of mitigation activities which are a critical foundation across the incident management spectrum from prevention through response and recovery. Examples of key mitigation activities include the following:
  - Ongoing public education and outreach activities designed to modify behavior to reduce loss of life and destruction of property
  - Structural retrofitting to deter or lessen the impact of incidents and reduce loss of life, destruction of property and impact on the environment
  - Code enforcement through such activities as zoning regulation, land management and building and fire code inspection
  - Flood insurance and the buy-out of properties subjected to frequent flooding

## Response

The response stage covers the period during and immediately following a disaster. During this phase, jurisdictions provide emergency assistance to victims of the event and try to reduce the likelihood of further damage. The local fire district, law enforcement agencies, search and rescue, emergency medical service (EMS) units and Public Works crews are the primary responders. Response activities can be categorized into Initial or Extended Response.

### Initial Response Activity

The initial response activities are primarily performed at the field response level. Emphasis is placed on minimizing the effects of the emergency or disaster. Examples of initial response activities include:

1. Establishing Incident/Unified Command
2. Developing and implementing incident Action Plans, as needed
3. Documenting/Discussion of situation status
4. Assessing need for mutual aid assistance
5. Coordinating with state and federal agencies.
6. Staging of Resources
7. Check-in of Resources
8. A system to tracking resource on-scene
9. Briefing of Town management and other key officials and/or employees on the situation
10. Dissemination of warnings, emergency public information, and instructions to citizens
11. Conducting evacuations and/or rescue operations
12. Restricting and/or redirecting movement of traffic/people
13. Caring for displaced persons and treating the injured
14. Conducting initial damage assessments and surveys

### Extended Response Activity

Extended response activities are primarily conducted in the field and at the Emergency Operations Center (EOC). Extended emergency operations primarily involve the coordination and management of personnel and resources to mitigate an emergency and facilitate the transition to recovery operations. Examples of extended response activities include:

1. Preparing detailed damage assessments
2. Preparing public information
3. Operating mass care facilities
4. Conducting coroner operations
5. Procuring required resources to sustain operations
6. Continue documenting situation status
7. Protecting, controlling, and allocating resources
8. Restoring vital utility services
9. Documenting expenditures
10. Developing and implementing Action Plans for extended operations
11. Dissemination of emergency public information
12. Declaring a local emergency
13. Requesting a gubernatorial and federal declaration, if required
14. Allocate Resources
15. Inter/multi-agency coordination

## Recovery

Recovery is both short and long-term, and continues until all systems return to normal or near-normal operation. Short-term recovery restores vital life-support systems to minimum operating standards. Long-term recovery may go on for months—even years—until the entire disaster area returns to its previous condition or undergoes improvement with new features that are less disaster-prone. This will involve damage assessments, plan revisions, and actions initiated to mitigate future emergencies or disasters by reducing or eliminating their probability of recurring, among other things. Examples of recovery activities include:

1. Restoring utilities
2. Applying for state and federal assistance programs
3. Providing public assistance information for disaster assistance
4. Conducting hazard mitigation analyses
5. Identifying residual hazards
6. Determining and recovering costs associated with response and recovery

## Damage Assessment

Under federal disaster assistance programs, documentation must be obtained regarding damage sustained to:

1. Roads, bridges and culverts
2. Water control facilities
3. Public buildings and related equipment
4. Public utilities
5. Facilities
6. All recreational and park facilities
7. Educational institutions

## EMERGENCY PURCHASING

During a declared disaster or emergency, emergency purchases, which by their nature or circumstances do not lend themselves to a competitive selection process, are exempt from the Town's competitive bid selection process. This will be outlined in the Town of Ridgway Disaster Policies Annex (Not yet completed). However, emergency procurement in general must be at least as stringent as the state and, in turn, federal policies in order to remain eligible for reimbursements, which will be outlined in the Town of Ridgway Finance and Logistics Annex (Not yet completed).

## NIMS AND ICS

The National Incident Management System (NIMS) is a comprehensive system that is designed to improve local response operations through the use of the Incident Command System (ICS) and the application of standardized procedures and preparedness measures. ICS is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with command responsibility for the management of resources to effectively accomplish identified incident objectives.

While most incidents are generally handled on a daily basis by a single jurisdiction at the local level, there are important instances in which successful domestic incident management operations depend on the involvement of multiple jurisdictions, functional agencies and specific emergency responder disciplines. These instances require effective and efficient coordination across this broad spectrum of organizations and activities.

NIMS is the adopted organizational structure for both planning and managing emergency response and recovery operations in Town of Ridgway Employees’ NIMS required trainings:

### ICS Field Operations Training Needs

Incident Type(s)	Core Courses	Additional Courses
1,2	<ul style="list-style-type: none"> <li>ICS-100</li> <li>ICS-200</li> <li>ICS-300</li> <li>ICS-400</li> <li>IS-700</li> <li>IS-800</li> <li>G-191 (ICS/EOC Interface)</li> </ul>	<ul style="list-style-type: none"> <li>Position-specific ICS courses (based on individual assignment or expected assignment)</li> <li>E/L-947 Emergency Operations Center (EOC) – Incident Management Team (IMT) Interface Course</li> <li>Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal Training)</li> </ul>
3	<ul style="list-style-type: none"> <li>ICS-100</li> <li>ICS-200</li> <li>ICS-300</li> <li>ICS-400</li> <li>IS-700</li> <li>IS-800</li> </ul>	<ul style="list-style-type: none"> <li>Position-specific ICS courses (based on individual assignment or expected assignment)</li> <li>G-191</li> <li>E/L-947</li> <li>Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal training)</li> </ul>
4	<ul style="list-style-type: none"> <li>ICS-100</li> <li>ICS-200</li> <li>IS-700</li> </ul>	<ul style="list-style-type: none"> <li>Position-specific ICS courses (based on individual assignment or expected assignment)</li> <li>Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal training)</li> </ul>
5	<ul style="list-style-type: none"> <li>ICS-100</li> <li>IS-700</li> </ul>	<ul style="list-style-type: none"> <li>Position-specific ICS courses (based on individual assignment or expected assignment)</li> <li>Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal training)</li> </ul>

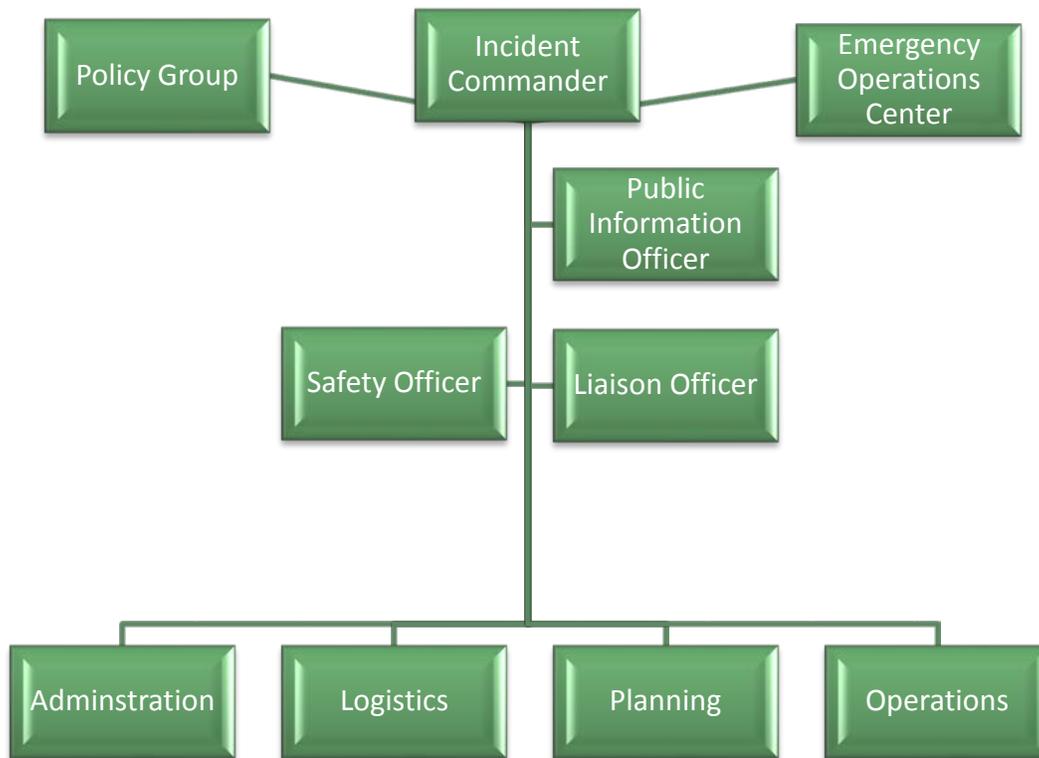
Source: National Incident Management System: Training Program September 2011 by: U,S, Department of Homeland Security

In larger incidents, the ICS structure may be extended and supported by activation of the Town of Ridgway’s and/or Ouray County’s Emergency Operations Center (EOC). The EOC will be staffed to serve as the coordination point for supplemental resources, intergovernmental assistance, as well as some

long-term planning and recovery activities. ICS principles are nationally accepted for addressing all types of hazards and for integrating multiple agencies, jurisdictions and disciplines into a coordinated relief effort.

For the purposes of this plan, it is assumed and expected that all town personnel, emergency response agencies and support organizations in the Town of Ridgway have completed the required NIMS courses. It is further assumed and expected that the various levels of management in each agency and organization has completed the level of ICS training appropriate to their respective rank or function. The Town of Ridgway has and will continue to support NIMS compliance programs, by assisting agencies in acquiring appropriate NIMS trainings and exercise/training evaluations. Ouray County Emergency Management can assist with training upon request.

Below is a basic ICS chart in which its positions should be followed during incidents in the Town of Ridgway. This chart can expand to meet the changing size and complexity of an incident as needed:



### EMERGENCY SUPPORT FUNCTIONS

The following is a summary of the Emergency Support Functions (ESF) as identified in the National Incident Management System and utilized the State Division of Homeland Security and Emergency Management. Below is a chart of ESF lead, ESF support and ESF titles (Support agencies and departments are not all inclusive):

TOWN OF RIDGWAY EMERGENCY SUPPORT FUNCTION MATRIX															
Department or Agency:  1. This chart shows the responsibilities of Town of Ridgway Agencies or Department in an Town of Ridgway Emergency or Disaster  2. Responsibilities can be delegated  3. Many Department hold multiple ESF responsibilities due to the size and lack of resources in the Town of Ridgway	ESF #1 – Transportation	ESF #2 – Communications and Alerting	ESF #3 – Public Works and Engineering	ESF #4 – Firefighting	ESF #5 – Emergency Management	ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services	ESF #7 – Logistics Management and Resource Support	ESF #8 – Public Health and Medical Services	ESF #9 – Search and Rescue	ESF #10 – Oil and Hazardous Materials Response	ESF #11 – Agriculture and Natural Resources	ESF #12 – Energy	ESF #13 – Public Safety and Security	ESF #14 – Long-Term Community Recovery	ESF #15 – External Affairs and Public Information
	Town Council	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Town Manager (Also PIO)	S	S	S	S	S	L	S	L	S	S	L	S	S	S	L
Administrative Staff	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Attorney	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Building Inspector/Code Enforcement	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Clerk/Treasurer/Human Resources	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Community Development Coordinator	S	S	S	S	S	S	S	S	S	S	S	S	S	L	S
Planner	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Police Town Marshall	S	L	S	L	L	S	L	S	L	L	S	S	L	S	S
Public Works	L		L		S	S	S	S	S			L	S	S	
Non-Town Department/Agencies Upon Request of Town Leads															
Amateur Radio Emergency Services (ARES)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Colorado Department Agriculture											L			S	
CSU Extension											S			S	
Ouray County Assessor	S				S						S			L	
Ouray County Coroner					S	S	S	S	S				S	S	
Ouray County Emergency Management	S	L	S	S	L	S	L	S	S	S	S	S	S	S	S
Fire Districts/Agencies/Departments	S	S	S	L	S		S	S	S	L			S	S	S
Emergency Medical Services (EMS)	S	S		S	S	S	S	S	S	S			S	S	
Montrose County Regional Dispatch	S	L	S	S	S				S	S			S		
Montrose Memorial Hospital						S		S							
Other Law Enforcement Agencies		S			S								L		
Ouray County Clergy Group	S	S			S	S	S							S	
Ouray County Public Health					S	S	S	L	S	S	L		S	S	S
Ouray County School Districts	S				S	S	S							S	S
Ouray County Social Services					S	L	S	S						S	
Public Utilities							S					S		S	
Private Business Sector	S				S	S	S				S	S	S	S	
Second Chance Humane Society						S									
State and Federal Agencies	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Telluride Hazardous Response Team				S	S					L					
L= ESF LEAD DEPARTMENT/AGENCY															
S= SUPPORTING DEPARTMENT/AGENCY															

### **ESF #1 – Transportation**

Support and assist municipal, county, private sector and voluntary organizations requiring transportation for an actual or potential Incident of Critical Significance. This group insures all roads and conduits into and out of an affected area remain open, and that the traffic allowed into those areas is coordinated in a manner that prevents bottlenecks and gridlock which would prevent needed emergency assistance reaching those areas that need it.

### **ESF #2 – Communications and Alerting**

Ensures the provision of communications and alerting support to municipal, County, private-sector response efforts during a large scale incident. ESF #2 is responsible for the issuance of warning information regarding impending hazards, as well as the maintenance of warning networks which might be used by the Town in an emergency.

### **ESF #3 – Public Works and Engineering**

Coordinates and organizes the capabilities and resources of the municipal and county governments to protect critical roadway and building infrastructure, provide technical assistance, engineering expertise, construction management, debris removal and other support to prevent, prepare for, respond to, and/or recover from a large scale incident.

### **ESF #4 – Firefighting**

Enable the detection and suppression of wildland and urban fires resulting from a large scale incident.

### **ESF #5 – Emergency Management**

Responsible for supporting overall activities of the Town Government for Town incident management as well as assistance to support municipal overall activities as requested to include disaster intelligence, providing situational awareness, public information and damage assessment.

### **ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services**

Supports Countywide, municipal and non-governmental organization efforts to address non-medical mass care, housing and human services needs of individuals and/or families impacted by a large scale incident.

### **ESF #7 – Logistics Management and Resource Support**

Supports volunteer services, County agencies, and municipal governments tracking, providing, and/or requiring resource support before, during and after a large scale incident. This group is responsible for the acquisition of all types of resources that are identified following a disaster.

### **ESF #8 – Public Health and Medical Services**

Provide the mechanism for coordinated Town assistance to supplement municipal resources in response to public health and medical care needs (to include veterinary and/or animal health issues when appropriate) for potential or actual large scale incidents and/or during a developing potential health and medical situation.

### **ESF #9 – Search and Rescue**

This group coordinates local search and rescue operations.

### **ESF #10 – Oil and Hazardous Materials Response**

Coordinate Town support in response to an actual or potential discharge and/or uncontrolled release of oil or hazardous materials incidents

### **ESF #11 – Agriculture and Natural Resources**

Supports Town and authorities and other agency efforts to address: control and eradication of an outbreak of a highly contagious or economically devastating animal/zoonotic disease; assurance of food safety and food security and; protection of natural and cultural resources and historic properties.

### **ESF #12 – Energy**

This group is concerned with the restoration of the utility (electrical and gas) infrastructure following a disaster, as well as the provision of temporary emergency power capabilities to critical facilities until such time as a permanent restoration is accomplished.

### **ESF #13 – Public Safety and Security**

Integrates Town public safety and security capabilities and resources to support the full range of incident management activities associated with potential or actual incidents of a large scale Traffic control, security control, evacuation and prisoner management are examples.

### **ESF #14 – Long-Term Community Recovery**

Provides a framework for Town Government support to municipal governments, nongovernmental organizations, and the private sector designed to enable community recovery from the long-term consequences of a large scale incident. This group is responsible for managing the influx of donated goods into the Town following a disaster and provides the interface with the state/federal National Donations Management System. In addition, this group coordinates the use of persons and organizations who volunteer their services following a disaster.

### **ESF #15 – External Affairs and Public Information**

Ensures that sufficient Town assets are deployed to the field during a potential or actual large scale incident to provide accurate, coordinated, and timely information to affected audiences, including governments, media, the private sector and the public. This group is the mechanism through which state and local government provides disaster relief assistance to victims in the affected area(s), including the Individual and Family Grant program, the Small Business Administration's loan programs, the administration of unemployment compensation, and various other disaster relief programs available for both Presidentially-declared and non-Presidentially declared disasters.

## TOWN OF RIDGWAY EMERGENCY OPERATIONS CENTER (EOC)

The Town of Ridgway Emergency Operations Center (EOC) is located at the Ridgway Town Hall, 201 N Railroad St., Ridgway CO 81432. The purpose of the EOC is to bring together all ESF and essential functions during a prolonged disaster or emergency to a location cohesive to interoperability and communication to promote better documentation, collaboration and resource mobilization for supporting the incident in the field. The EOC is a location designed to support the incident in the field by providing key personnel, Policy Group, Finance, GIS, ESF's and other stakeholders and partners a location to support Incident Commands mission. The Town of Ridgway EOC will be managed by the designated Emergency Operations Center Manager and will be kept in a state of readiness in preparation for activation. Upon activation of the EOC all resource requests to support the incident or related needs are to be filled through the EOC Manager or designee and to be recorded, documented and approved by the financial stakeholder before a request is fulfilled.

The Emergency Operations Center can be activated at any level based on several factors:

- ⊗ Size or expansion of incident
- ⊗ Multiple jurisdiction response or multiple Mutual Aid requests.
- ⊗ Request of support for statewide or neighboring incident.
- ⊗ Incident of increasing complexity.
- ⊗ Threat or hazard risk to lives or property.

The Operations Center can be activated at the request of:

- ⊗ Incident Commander (IC) of any incident
- ⊗ Town Manager
- ⊗ Emergency Manager
- ⊗ Fire Chief
- ⊗ Town Marshal

The Emergency Operations Center can be activated at several levels. Not all activations require the response from every ESF or function of the EOC:

EOC Activation Level	Activation Scope	Activation Example
<b>Level 1</b>	Full activation of the EOC. All ICS EOC support positions and ESFs report to the EOC.	Major natural or manmade event - All departments assisting in response. Citizens in need of assistance and/or sheltering. Recovery may be long term.
<b>Level 2</b>	Partial activation of the EOC, only requested ICS EOC support positions and ESFs report to the EOC.	For short term operations involving limited agencies, such as Public Works, Fire and Police.
<b>Level 3</b>	Emergency Management staff and ICS EOC support positions as needed, monitoring potential hazard development when there is advance notice and/or a planned event.	Center is open; gaining situational awareness and monitoring the event(s). Conference calls may be occurring with Emergency Management and/or other Town agencies.
<b>Level 4</b>	Activation is virtual	Gaining situational awareness and monitoring the event(s).

## Personnel and Staffing

Upon activation of the EOC, and depending on the incident type, the appropriate representatives with oversight of the incident should staff the EOC. In some situations, access to the EOC may be limited in order to maintain functional effectiveness. The EOC may serve as the Incident and/or Command Post in some instances. The following are the staffing patterns for the EOC which is subject to change for IC needs:

### Level 4 Activation Staffing

- ✿ No staff on site at EOC; Emergency Management monitoring virtually

### Level 3 Activation Staffing

- ✿ Emergency Management
- ✿ Law Enforcement Representative(s)

### Level 2 Activation Staffing

- ✿ Emergency Management (ESF 5)
- ✿ Logistics Section Chief (ESF 7)
- ✿ Public Information Officer (ESF 15)
- ✿ Operations Section Chief/Law Enforcement Representative(s) (ESF 13)
- ✿ Fire Operations Liaison (as needed) (ESF 4)
- ✿ Medical Operations Liaison (as needed) (ESF 8)

### Level 1 Activation Staffing

- ✿ Emergency Management/ Planning Section Chief (ESF 5)
- ✿ Logistics Section Chief (ESF 7)
- ✿ Operations Section Chief/Law Enforcement Representative(s) (ESF 13)
- ✿ Communications (ESF 2)
- ✿ Fire Operations Liaison (ESF 4)
- ✿ EMS Operations Liaison (ESF 8)
- ✿ Public Information Officer (ESF 15)
- ✿ Public Health (ESF 8)
- ✿ Mass Care (Red Cross and /or Social Services) (ESF 6)
- ✿ Public Works (County and State if applicable) (ESF 1)
- ✿ Financial Officer, Documentation (ESF 14)
- ✿ IT/GIS (ESF 2)
- ✿ EOC Deputy Manager (ESF 5)
- ✿ Appointed Officials (ESF 15)
- ✿ State and Federal officials (as required by statute or incident type) (ESF 15)
- ✿ Other considerations for EOC staffing representatives:
  - Subject matter experts and/or private sector representative
  - Field Staff/Runner(s), whose primary purpose is to physically take pertinent information to different locations (i.e. field ICPs). This may be necessary due to congestion/technical problems on phones and radios, and/or sensitive information.

In most cases, the Unified Command Structure will be utilized for incidents within the Town of Ridgway. The command structure and communication plan is to be broadcast to all responding agencies as soon as possible after an event has started. The command structure may change during the event, as conditions warrant, with the change being broadcast to all involved agencies.

## DISASTER OR EMERGENCY DECLARATION

### Initial Emergency Response

The Ridgway Town Council authorizes the Town Marshal, Fire Chief, Town Manager, or their designees, to act as needed in the pre-disaster declaration time frame until an official emergency declaration can be made by the Town Council.

The emergency authority of the Town Marshal, Fire Chief, Town Manager, or their designees consists of ordering and mobilizing resources, as well as requesting mutual aid and/or spending to respond to an emergency or disaster. The Town Marshal, Town Manager, or their designees will, as soon as practical, make full notification to the Town Council of such actions taken during the pre-disaster declaration period. All disasters in the town will be managed under the National Incident Management System and the Incident Command System.

### Reason for Disaster Declaration

- ⊗ To gain access to TABOR emergency reserves
- ⊗ To qualify for certain types of federal and state disaster assistance
- ⊗ To activate local and inter-jurisdictional emergency plans and mutual assistance agreements
- ⊗ To support the enactment of temporary emergency restrictions or controls (e.g., curfews, price controls)

## Declaration Process

### Steps in the Declaration Process

1. Local government entities respond to incident and conduct Initial Damage Assessment
2. Implementation of Town EOP and activation of local resources
3. Resolution by Affected Local Governments Declaring a Disaster
4. Notify County Emergency Manager of declaration
5. Request for State Assistance
6. Implementation of State EOP and activation of state Resources
7. Situation Reports from State to FEMA Region VIII
8. Joint (Federal-State-Local) Preliminary Damage Assessment (PDA)
9. Governor's Request for a Presidential Disaster Declaration
10. FEMA Region VIII Review and Recommendation
11. Decision by President whether or not to authorize Stafford Act Assistance

### Authority to Declare a Disaster

The following individuals or their designees have the authority to declare a Town emergency as will be outlined in the Town of Ridgway Disaster Policies (Not yet completed). Because of the nature and unpredictability of some disasters the need for a quorum of the board may not be possible; as a result any of the parties below can declare a disaster.

- Mayor, in consultation with the Town Council
- Mayor Pro Tem in the absence of Mayor, in consultation with the rest of Town Council
- Another Town Council member if the Mayor and Mayor Pro Tem is not available, in consultation with the rest of Town Council

That declaration shall not be continued or renewed for a period in excess of seven days except by or with the consent of the Town Council. In all events, the Town Council shall make all reasonable efforts to meet a quorum of the Council within 48 hours of the initial declaration of emergency.

After twenty-four hours has elapsed from the initial declaration of emergency, the succession of authority to act for the Council is the same as above. The Mayor, Mayor Pro Tem (or any Council Member if Mayor or Mayor Pro Tem is unavailable) can act pending meeting of the Town Council.

Any order or proclamation declaring, continuing, or terminating a town emergency or disaster shall be filed promptly with the County Emergency Manager, who shall file promptly with the State of Office of Emergency Management.

## ESSENTIAL SERVICES

The Town of Ridgway government will continue to provide essential services in order to protect the public health, safety and welfare during an emergency or disaster event.

During a declared emergency or disaster event, the Mayor, or the Mayor Pro Tem in the absence of the Mayor, or any Council Member in the absence of the Mayor and Mayor Pro Tem has emergency authority to act on behalf of the Town Council.

## Responsibility Overview

It is important to remember that ALL responsibilities are just that. A listed responsibility does not mean that the Department Head, Appointed Officials or Elected Official has to physically do the task. They are just tasked to make sure the task get done.

The key to all emergency tasks in any small region with limited resources is to ask for help and delegate!!

However, when thinking about the delegation process, it is crucial to remember the planning assumption:

“Incidents begin at the County or local government level (this includes special districts) and will remain the responsibility of the local government throughout the incident and through the recovery phase. Generally, local jurisdictions (up through the county) should not plan on the arrival of significant State resources ordered for 36 hours after the incident. Federal resources may not arrive until 48-72 hours after the incident.”

The Town of Ridgway is responsible for the tasks until help is asked for and then arrives and help will not start mobilizing until requested.

ESF Leads are the lead of an entire group of agencies/department.

Though there are a lot of tasks for an ESF Group, “The Lead” just needs to make sure it is delegated to the appropriate agencies/department and that it gets done. “The Lead” does not necessary have to perform the task on their own.

## Department Heads, Appointed Officials, and Elected Officials' Responsibilities

### General Responsibilities

As members of the Town Emergency Operations Plan (EOP), all town employees are designated as disaster service workers during a declared emergency or disaster and may be required to perform certain emergency services at the direction of their supervisor.

All Town Department Heads, Appointed Officials and Elected Officials will be notified regarding emergency or disaster event issues that might impact their area of responsibility. Each department head and elected official shall work within the framework of this plan and supporting annexes and have the following general responsibilities:

- ✿ Be prepared to respond adequately to all emergency or disaster events;
- ✿ Ensure that employees within their department have their FEMA recommended training;
- ✿ Consider potential emergency or disaster events as related to his or her regular functions, particularly those functions essential in times of emergency or disaster;
- ✿ Design preparedness measures to permit a rapid and effective transition period following initial indication of a potential emergency or disaster event;
- ✿ Protect property, mitigate damages and facilitate recovery for individuals, communities, businesses, governments and the environment;
- ✿ Designate a member to represent their department during EOC activation and needed EOC support trainings. Designees must have the ability to direct Department resources, have departmental decision-making abilities and authority to allocate department funds as needed to support the incident;
- ✿ **Any Town employee may be required to respond outside of normal work hours.**

### Essential Function Responsibilities

All Town Department Heads, Appointed Officials and Elected Officials shall ensure the 'continuity of essential functions within their departments', also known as a COOP Plan, in any emergency or disaster event by providing for:

- ✿ Succession Planning of their office and keeping on file an Emergency Delegation of Authority in accordance with applicable law;
- ✿ Safekeeping of essential resources, facilities and records;
- ✿ Establishment of emergency operating capabilities;
- ✿ Plan for the use of essential emergency resources as well as alternative resources that may be used to meet essential demands during and following an emergency or disaster event;
- ✿ Participate in activities to continually assess the importance of various facilities and resources to essential community needs; integrate preparedness and response strategies and procedures as needed.

## DESIGNATED ROLES AND RESPONSIBILITIES

All offices (of elected officials), departments, agencies and organizations with responsibilities identified in this section of the plan are responsible for developing internal procedures and Standard Operating Plans (SOP's) for carrying out these roles and responsibilities and for the development of Continuity of

Operations (COOP) Plans for their department or agency. Each department has been assigned a section to report to within ICS/ESF when directives are received. Reporting sections for each department are below the title and in parentheses

### **Town of Ridgway Town Council**

1. Approval and commitment of Town of Ridgway resources and funds for disaster or emergency purposes;
2. Formal declaration of a Town emergency or disaster to the Ouray County Emergency Manager. Emergency Manager will submit to Governor's Office for the declaration of a state of emergency in Town of Ridgway for the purposes of obtaining state and/or federal assistance;
3. Approval of directives to Town departments and personnel regarding changes in normal duties/work schedules, temporary reassignments, and employment of temporary workers, as needed (implemented by Town Manager);
4. Development and maintenance of Continuity of Government/Continuity of Operation Plans;
5. Issuance of official orders or proclamations regarding population protection or temporary social restrictions, such as evacuation orders, enactment of price controls, or establishment of curfew;
6. Issuance of formal requests to the Governor's Office (through Colorado DEM) for the declaration of a state emergency for the purposes of obtaining state and/or federal assistance;
7. In the case of displacement from Town Hall, the Ouray Town Council will meet at a posted designated location within the Town of Ridgway (if possible) for regular meetings and at the designated policy group post for emergency meetings.

### **Town of Ridgway Manager**

(ESF #6, #8, #11, #15, Leads; and PIO)

1. Coordination, commitment and direction of Town of Ridgway government activities in support of emergency or disaster relief efforts;
2. Issuance of directives to Town departments and personnel regarding changes in normal duties/work schedules, temporary reassignments, and employment of temporary workers, as needed;
3. Intergovernmental liaison and initiation of formal requests for outside assistance from other local jurisdictions;
4. Provide personnel for structure and facility inspections to determine safety of individual structures (businesses, residences and public buildings) and to identify needed repairs or to implement condemnation procedures when necessary;
5. Coordination of resources to support the Incident Commanders' requirements;
6. Activation and management of the Town of Ridgway Emergency Operations Center (EOC)
7. Emergency situation assessment and recommendations to the Town Council concerning the need for local disaster declarations, travel restrictions, curfews or other temporary social restrictions;
8. Preparation of situation and damage assessment reports ;
9. Establishing communications with Ouray County Emergency Management for purposes of providing situation reports and forwarding requests for state assistance;
10. Obtaining technical support for; resource management, damage assessment, intergovernmental coordination, disaster recovery, hazard mitigation and other emergency management functions, as needed;

11. Approval of Town resources and funds for disaster or emergency purposes as authorized by the Town Council;
12. Provide assistance to the Town Marshal, Fire Chief, Incident Commander, and the Town Council as needed;
13. Plan maintenance, training and exercises;
14. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
15. Participation on Town Damage Assessment Team at EOC and on local/state field damage survey teams, (primarily for Town owned facilities), as needed;
16. Facilitate restoration of Town public facilities, services and utilities. Assist with Emergency Operations as needed;
17. Maintain ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
18. Restoration of public facilities and buildings to normal use;
19. Support and coordination of utilizing Town facilities and other buildings as emergency shelters;
20. Work with County Public Health for the following responsibilities:
  - In coordination with Incident Command, coordination with outside health and medical resources providing assistance to the Town, in cooperation with partner agencies;
  - Assistance to ICP/EOC staff in assessing overall health and medical resource needs during response and recovery operations and maintenance of situation status information within the ICP/EOC;
  - Provision of environmental health services and technical support, including the identification of chemical hazards, sources of contamination, or unsanitary conditions that present health hazards to the general public;
  - Identify biological and chemical hazards and mitigation of same in a joint effort with the Designated Emergency Response Authority (D.E.R.A.) or other appropriate resource;
  - Assist the Town Marshal and EMS in identifying homebound and/or special needs residents in the case of population evacuation;
  - Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
  - Provide immunizations as appropriate and necessary as determined by County Health Department;
  - Conduct public health surveillance and testing procedures as needed;
21. Work with County Social Services for the following responsibilities:
  - Assist the American Red Cross, Salvation Army and other volunteer organizations in the provision of emergency shelters, temporary housing and other assistance to displaced citizens;

- Assist in the coordination of overall efforts of volunteer organizations and other volunteers;
  - In coordination with Incident Command, management of resources of emergent or spontaneous volunteers (i.e., match available resources with individual needs);
  - Administration of Individual and Family Grant Program in presidentially declared disasters in the Town;
  - Responsible for sheltering displaced families;
  - Responsible for reuniting displaced families;
  - Provision of resources for stress counseling/crisis counseling for disaster victims and disaster relief workers, as needed;
22. Development and maintenance of Continuity of Government and Continuity of Operations plans;
23. Develops standard operating procedures (SOP) for Emergency Operations Center (EOC).

#### **Town Manager's Responsibilities as Public Information Officer**

1. Assist with media or other public communications;
2. Serve as the public information officer (PIO);
3. Attend Bi-Annual training for the PIO position as SOPs are continually changing;
4. Maintain a list of Press Contacts (including local, state, and national).

#### **Town Manager's Responsibilities as ESF #6 Lead**

(As outlined by NRF)

1. Mass Care: Includes sheltering, feeding operations, emergency first aid, bulk distribution of emergency items, and collecting and providing information on victims to family members;
2. Emergency Assistance: Assistance required by individuals, families, and their communities to ensure that immediate needs beyond the scope of the traditional "mass care" services provided at the local level are addressed. These services include: support to evacuations (including registration and tracking of evacuees); reunification of families; provision of aid and services to special needs populations; evacuation, sheltering, and other emergency services for household pets and services animals; support to specialized shelters; support to medical shelters; nonconventional shelter management; coordination of donated goods and services; and coordination of voluntary agency assistance;
3. Housing: Includes housing options such as rental assistance, repair, loan assistance, replacement, factory-built housing, semi-permanent and permanent construction, referrals, identification and provision of accessible housing, and access to other sources of housing assistance. This assistance is guided by the National Disaster Housing Strategy;
4. Human Services: Includes the implementation of disaster assistance programs to help disaster victims recover their non-housing losses, including programs to replace destroyed personal property, and help to obtain disaster loans, food stamps, crisis counseling, disaster unemployment, disaster legal services, support and services for special needs populations, and other Federal and State benefits;

5. Providing nutrition assistance: Includes working with State agencies to determine nutrition assistance needs, obtain appropriate food supplies, arrange for delivery of the supplies, and authorize the Disaster Food Stamp Program. These efforts are coordinated by the Department of Agriculture (USDA), Food and Nutrition Service (FNS).

### **Town Manager's Responsibilities as ESF #8 Lead**

(As outlined by FEMA.gov)

1. In collaboration with County Public Health and Emergency Management, mobilizes and deploys ESF #8 personnel to support national or regional teams to assess public health and medical needs, including the needs of at-risk population groups, such as language assistance services for limited English-proficient individuals and accommodations and services for individuals with disabilities. This function includes the assessment of the health care system/facility infrastructure;
2. In coordination with County Public Health and supporting departments and agencies, enhances existing surveillance systems to monitor the health of the general and medical needs population;
3. Overseeing immediate medical response capabilities are provided from ESF #8 supporting organizations;
4. In collaboration with County Public Health and Emergency Management, in addition to requesting assets from the Strategic National Stockpile (SNS), ESF #8 may request CDPHE to provide medical equipment, durable medical equipment, and supplies, including medical, diagnostic, and radiation-detecting devices, pharmaceuticals, and biologic products in support of immediate medical response operations and for restocking health care facilities in an area affected by a major disaster or emergency.
5. Utilizing Emergency Medical Services, transport seriously ill (seriously ill describes persons whose illness or injury is of such severity that there is cause for immediate concern, but there is not imminent danger to life) or injured patients, and medical needs populations from casualty collection points in the impacted area to designated reception facilities.
6. Coordinates the local and state response in support of emergency triage and prehospital treatment, patient tracking, and distribution;
7. In the event of a reportable disease case(s) being linked to a blood/blood product transfusion, or organ or tissue transplant, the local health department will notify CDPHE, who will notify the Centers for Disease Control and Prevention (CDC);
8. In coordination with ESF #11, may request CDPHE components to ensure the health, safety, and security of food-producing animals, animal feed, and therapeutics;
9. May request assistance from Regional EPR Staff and/or CDPHE offices and other ESF #8 partner organizations in assessing public health, medical, and veterinary medical effects resulting from all hazards. Such tasks may include assessing exposures on the general population and on high-risk population groups; conducting field investigations, including collection and analysis of relevant samples; providing advice on protective actions related to direct human and animal exposures, and on indirect exposure through contaminated food, drugs, water supply, and other

- media; and providing technical assistance and consultation on medical treatment, screening, and decontamination of injured or contaminated individuals;
10. May request assistance from other ESF #8 partner organizations in assessing mental health and substance abuse needs, including emotional, psychological, psychological first aid, behavioral, or cognitive limitations requiring assistance or supervision; providing disaster mental health training materials for workers; providing liaison with assessment, training, and program development activities undertaken by local mental health and substance abuse officials; and providing additional consultation as needed;
  11. Provides public health, disease, and injury prevention information that can be transmitted to members of the general public who are located in or near areas affected in languages and formats that are understandable to individuals with limited English proficiency and individuals with disabilities;
  12. May request assistance from CDPHE, Montrose County Health and Human Services, and other ESF #8 organizations to assist in assessing potable water, wastewater, solid waste disposal, and other environmental health issues related to public health in establishments holding, preparing, and/or serving food, drugs, or medical devices at retail and medical facilities, as well as examining and responding to public health effects from contaminated water; conducting field investigations, including collection and laboratory analysis of relevant samples; providing equipment and supplies as needed; and providing technical assistance and consultation;
  13. May request CDPHE, Regional EPR Staff and other ESF 8 partner organizations to assist the jurisdictional medico-legal authority and law enforcement agencies in the tracking and documenting of human remains and associated personal effects; reducing the hazard presented by chemically, biologically, or radiologically contaminated human remains (when indicated and possible); establishing temporary morgue facilities; determining the cause and manner of death; collecting ante mortem data in a compassionate and culturally competent fashion from authorized individuals; performing postmortem data collection and documentation; identifying human remains using scientific means (e.g., dental, pathology, anthropology, fingerprints, and, as indicated, DNA samples); and preparing, processing, and returning human remains and personal effects to the authorized person(s) when possible; and providing technical assistance and consultation on fatality management and mortuary affairs;
  14. Utilizing the Ouray County Coroner assists in identifying the human remains, re-casketing, and reburial in public cemeteries;
  15. Utilizing the Ouray County Coroner, may request assistance from CDPHE and other ESF #8 partner organizations, as appropriate, to provide support to families of victims during the victim identification mortuary process;
  16. May request veterinary assistance through the Colorado Department of Agriculture and the Colorado Veterinary Medical Association to support ESF #11. Support will include the amelioration of zoonotic disease where ESF #11 does not have the requisite expertise to render appropriate assistance;

17. Will assist ESF #11 as required to protect the health of livestock and companion and service animals by requesting the Colorado Department of Agriculture to request the USDA to ensure the safety of the manufacture and distribution of foods and drugs given to animals used for human food production. ESF #8 supports Town of Ridgway and Ouray County together with ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services, ESF #9 – Search and Rescue, and ESF #11 to ensure an integrated response to provide for the safety and wellbeing of household pets and service and companion animals;
18. Supports ESF #6 by providing expertise and guidance on the public health issues of the medical needs populations.

### **Town Manager's Responsibilities as ESF #11 Lead**

(As outlined by FEMA.gov)

1. Request Colorado Department of Agriculture to respond to animal and plant diseases and pests: Includes requesting state assets for a local response to an outbreak of a highly contagious or economically devastating animal/zoonotic disease, or an outbreak of a harmful or economically significant plant pest or disease. ESF #11 ensures, in coordination with ESF #8 – Public Health and Medical Services, that animal/veterinary issues in natural disasters are supported through state and federal resources (eg. USDA Animal Plant and Health Inspection Services)..
2. In the event of a reportable disease case(s) being linked to a food product, Town ESF #11 will work with the county health department who will notify the Colorado Department of Public Health and Environment (CDPHE), who will notify the Centers for Disease Control and Prevention (CDC). This will allow for the investigation at the state and federal level to be completed in order to implement any needed changes to federal and state system to ensure the safety and security of the commercial food supply: Includes the execution of routine food safety inspections and other services at the state and federal level to ensure the safety of food products that enter commerce. This includes the state and federal inspection and verification of food safety aspects of slaughter and processing plants, products in distribution and retail sites, and import facilities at ports of entry; laboratory analysis of food samples; control of products suspected to be adulterated; plant closures; foodborne disease surveillance; and field investigations. These efforts are coordinated by USDA's Food Safety and Inspection Service (FSIS);
3. Ensuring provisions for the safety and well-being of household pets during evacuation and sheltering.

### **Town Manager's Responsibilities as ESF #15 Lead**

1. Delivery of incident preparedness, health, response, and recovery instructions to those directly affected by the incident;
2. Dissemination of incident information to the public, including children, those with disabilities and other access and functional needs, and individuals with limited English proficiency populations.

### **Town Manager Responsibilities as Finance Department Lead**

1. Prepare documents necessary to recover monies from insurance providers, State/Federal Disaster Assistance Programs, or other funds or combinations of funding sources;
2. Procure emergency-related supplies and materials and oversee the administration of vendor contracts for emergency services and equipment as authorized by the Town Council;
3. Responsible for resource tracking, record-keeping and documentation of disaster-related costs and financial commitments;
4. Participation on Town of Ridgway Damage Assessment Team at EOC and on local-state field damage survey teams, as needed;
5. Establish and maintain an incident related financial record keeping system;
6. Assist with Emergency Operations as needed;
7. Development and maintenance of standard operating procedures (SOP's);
8. Maintain ability to manage or assist response and recovery support operations using command and management principals as outlined in the National Incident Management System.

### **Town of Ridgway Attorney**

1. Provision of legal counsel and assistance to Town Council and to other Town officials before, during and after disaster and emergency incidents in the Town;
2. Draft and/or review emergency contracts, memoranda of understanding and inter-governmental agreements;
3. Preparation of legal documents (disaster declarations, resolutions or regulations required to facilitate emergency operations);
4. Assist with Emergency Operations as needed;
5. Development and maintenance of standard operating procedures (SOP's);
6. Maintain ability to manage or assist with response and recovery support operations using command and management principals as outlined in the National Incident Management System;

### **Town of Ridgway Marshal**

(Incident Command, ESF #2, ESF#4, ESF #5, ESF #7, ESF #9, ESF #10, ESF #13)

1. Implementation of the Incident Command System (ICS), including determining the locations of Incident Command Post (ICP) and establishing necessary positions and functions (i.e., planning, finance, logistics, operations and public information);
2. Assessment of emergency conditions and determination of required levels of immediate assistance;
3. Implementation of available public warning measures;
4. Implementation of the Incident Command System (ICS) in a fire or hazmat related event;
5. Conducts and coordinates search and rescue operations through request of the Sheriff's Department;
6. Determination of the need for population evacuations and provision of instructions to uniformed law enforcement personnel regarding evacuation operations;
7. Coordination of communications and provision of communications staff support for field command post(s);
8. Coordination of volunteer amateur radio resources to augment primary communications and provide back-up capabilities;

9. Provision of law enforcement, traffic control, and access control within the disaster area(s) and in other areas of the Town;
10. Provision of aviation support to include search & rescue, rapid transportation and aerial observation;
11. Provision of security measures at ICP, EOC, temporary emergency shelters, temporary morgues, and in evacuated and disaster-impacted areas, if available;
12. Coordination of wildland fire suppression in conjunction with CDFPC;
13. Coordination of uniformed reserve forces and uniformed reserve members;
14. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
15. Make photographic or video record of damage;
16. Investigative support to National Transportation Safety Board/FAA and other investigative agencies in man-made disasters;
17. Commitment of personnel as directed to assist with evacuation, shelters, Coroner's Office or other needed locations to support their operations;
18. Establishment of measures for animal control, including the coordination of animal relief measures, the assurance of their care, and the search for their owners;
19. May serve as the Public Information Officer (PIO);
20. Coordination of volunteer amateur radio resources used for backup communications;
21. Maintain operational radio communications;
22. Coordination of all wired and radio communications in conjunction with the EOC and communications center;
23. Provision of communications staff support for field Command Post(s) and/or EOC as needed;
24. Assessment of emergency conditions and determination immediate and ongoing needs or assistance from County and/or outside sources;
25. Assess the emergency situation and make recommendations to the Town Manager and/or Town Council concerning needs for local disaster declarations, travel restrictions, curfews or other temporary social restrictions;
26. Coordination of resources to support the needs and requests presented by incidents;
27. Provide technical support to EOC staff and other town personnel with respect to resource management, damage assessment, intergovernmental coordination, disaster recovery, hazard mitigation, and other emergency management functions as needed;
28. Coordination of mutual aid documentation and assistance resources;
29. Emergency situation assessment and recommendations to the Town Manager and Town Council the need for local disaster declarations travel restrictions, curfews or other temporary social restrictions;
30. Provision of emergency public information and establishment of procedures for releases of disaster-related information to include casualties;

31. Establishment of communications with Colorado OEM and Ouray County EM for purposes of providing situation reports and forwarding requests for State assistance via WebEOC and other resources;
32. Notification of emergency personnel (maintenance of contacts outside Marshal Office);
33. Preparation of situation reports and damage assessment reports for Emergency Manager, Town Manager, Town Council and State Emergency Management;
34. Implementation of available public warning measures; Coordinate support for resource management, damage assessment, intergovernmental coordination, disaster recovery, hazard mitigation and other emergency management functions, as needed;
35. Plan maintenance, training and exercises;
36. Development and maintenance of standard operating procedures (SOP's).
37. Development and maintenance of Continuity of Government/Continuity of Operation Plans;
38. Coordination of volunteer amateur radio resources used for backup communications;
39. Maintain operational radio communications;
40. Coordination of all wired and radio communications in conjunction with the EOC and communications center;
41. Provision of communications staff support for field Command Post(s) and/or EOC as needed; Provide Hazardous Material Incident response;
42. Coordination of mutual aid assistance;
43. Assist in implementation of emergency evacuation operations;
44. Provision of triage, extrication, medical treatment, to include, field coordination of emergency transportation to hospitals;
45. Provision of heavy rescue services;
46. Provision of onsite emergency medical facility for minor injuries;
47. Provision of fire suppression, fire causation, and arson investigation services;
48. Provide a representative to the unified ICP and EOC;
49. Designated Emergency Response Authority (DERA) for hazardous materials incidents inside their Fire District;
50. Development and maintenance of Continuity of Government/Continuity of Operation Plans;
51. Development and maintenance of standard operating procedures (SOP's).

#### **Town of Ridgway Town Marshal's Responsibilities as ESF #2 Lead**

1. Provides disaster emergency communications, which consists of the technical means and modes required to provide and maintain operable and interoperable communications in an incident area;
2. Supports the temporary re-establishment of the basic public safety communications infrastructure and assists in the initial restoration of the commercial telecommunications infrastructure;
3. Coordinates the provisioning of priority and other telecommunications services at incident support facilities, provides capabilities and services to aid response and short-term recovery operations, and ensures a smooth transition to long-term recovery efforts;

4. Facilitates the delivery of mission critical information to maintain situational awareness for emergency management decision makers and support elements;
5. Develops and maintains a communications common operating picture;
6. Coordinates and de-conflicts incident radio frequencies.

#### **Town of Ridgway Marshal Responsibilities as ESF #4 Lead**

[As outlined by National Response Framework (NRF)]

1. Detecting and suppressing fires within town limits;
2. Providing personnel, equipment, and supplies in support of State, tribal, and local agencies involved in rural and urban firefighting operations;

#### **Town of Ridgway Town Marshal's Role as ESF #5 Lead**

1. Identifying resources for alert, activation, and subsequent deployment;
2. During the post-incident response phase, ESF #5 is responsible for the support and planning functions. ESF #5 activities include those functions that are critical to support and facilitate multiagency planning and coordination, including:
  - a. Alerts and notifications;
  - b. Working with county EM to request the deployment of Department of Homeland Security (DHS) and DHS/Federal Emergency Management Agency (FEMA) response teams, as well as response teams from other Federal departments and agencies;
  - c. Incident action planning;
  - d. Coordination of operations, direction, and control;
  - e. Logistics management;
  - f. Information collection, analysis, and management;
  - g. Facilitation of requests for Federal assistance;
  - h. Resource acquisition and management;
  - i. Federal worker safety and health;
  - j. Facilities management;
  - k. Financial management.

#### **Ridgway Marshal's Role as ESF #7 Lead**

1. Manage a collaborative and complex logistics supply chain that provides equipment, supplies, and services for incidents requiring an integrated whole community response capability;
2. Provision for the integration of whole community logistics partners through deliberate and crisis collaboration in the planning, sourcing, acquisition, utilization, and disposition of resources;
3. Facilitate communication and collaboration among all supply chain support elements in order to minimize recovery efforts in the impacted area and reestablish local and state self-sufficiency as rapidly as possible.

#### **Town of Ridgway Marshal's Responsibilities as ESF #9 Lead**

(As outlined by NRF)

1. Structure Collapse (Urban) Search and Rescue (US&R);
2. Inland/Wilderness Search and Rescue;
3. Aeronautical Search and Rescue.

#### **Town of Ridgway Responsibilities as ESF #10 Lead**

(As outlined by FEMA.gov)

1. Prevent, minimize, or mitigate a release of Oil or Hazardous Materials;
2. Detect and assess the extent of contamination (including sampling and analysis and environmental monitoring);
3. Stabilize the release and prevent the spread of contamination;
4. Analyze options for environmental cleanup and waste disposition;
5. Implement environmental cleanup;
6. Store, treat, and dispose of oil and hazardous materials

### **Town of Ridgway Marshal's Responsibilities as ESF #13 Lead**

(As outlined by FEMA.gov)

1. Pre-incident Coordination;
2. Technical Assistance: Providing expertise and coordination for security planning efforts and conducting technical assessments (e.g., vulnerability assessments, risk analyses, surveillance sensor architecture, etc.);
3. Specialized Public Safety and Security Assessment;
4. General Law Enforcement Assistance;
5. Badging and Credentialing;
6. Access Control: Providing security forces to support State, tribal, and local efforts (or to secure sites under Federal jurisdiction) to control access to the incident site and critical facilities;
7. Site Security: Providing security forces and establishing protective measures around the incident site, critical infrastructure, and/or critical facilities. ESF #13 responsibilities should not be confused with site-security responsibilities of the Office of Security of the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA), which is responsible for providing security for DHS/FEMA facilities, to include a Joint Field Office (JFO). DHS/FEMA may request ESF #13 assistance if DHS/FEMA resources are overwhelmed;
8. Traffic and Crowd Control;
9. Force Protection: Providing for the protection of emergency responders and other workers operating in a high-threat environment, and for the operational security of emergency response operations wherever they may occur;
10. Specialized Security Resources: Providing specialized security assets such as traffic barriers; chemical, biological, radiological, nuclear, and high-yield explosives detection devices; canine units; law enforcement personal protective gear; etc.

### **Information Technology (IT)**

(Report to Emergency Operations Center if requested)

1. Coordinates needed actions to provide telecommunications, and the restoration of the telecommunications infrastructure for the town government;
2. Supports all Town agencies and Town EOC in the procurement and coordination of telecommunication services from the telecommunications and information technology (IT) industry during the duration of an incident;
3. Provide information services and telecommunications support to EOC and if necessary, the IC;
4. Assists with Emergency Operations as needed;
5. Development and maintenance of standard operating procedures (SOP's);

6. Mobilize or obtain computers for use in new/temporary facilities in the event that one or several offices need to be relocated;
7. Maintain ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

### **IT responsibilities as Geographic Information Systems (GIS)**

1. Provide situational and incident maps to the IC or Emergency Management or response workers as needed;
2. These maps may include, but are not limited to, available data showing approximate property boundaries, approximate structure locations, property ownership, other pertinent property data maintained by the Ouray County Assessor's Office, geographic features, USGS topography or other utilized data or data collected by operations personnel;
3. Assist with Emergency Operations as needed;
4. Development and maintenance of standard operating procedures (SOP's);
5. Maintain ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

### **Town of Ridgway Administration Staff**

1. Procurement of emergency-related supplies and materials and administration of vendor contracts for emergency services and equipment (Finance);
2. Resource tracking, record-keeping and documentation of disaster-related costs and financial commitments (Finance);
3. Participation with other departmental representatives on Town damage assessment team at EOC and on local-state field damage survey teams, as needed (Finance and Risk Management).
4. Provision of emergency public information and establishment of procedures for coordinated releases of disaster-related information to news media and the public. (Public Information Officer);
5. Establishes and maintains an incident related financial record keeping system. (Finance)
6. Development and maintenance of standard operating procedures (SOP's). (Finance and Risk Management);
7. Maintain list of NIMS trainings for all town employees;

### **Human Resources**

(Report to Emergency Operations Center if requested)

1. Ensure adequate timesheets are kept and recorded for all Town Employees from the start of the incident;
2. Ensure adequate timesheets are kept and recorded for all Volunteers from the start of the incident;
3. Prepare medical care compensation information for injured Town employees through Worker's Compensation Plans;
4. Assist the Town in returning to its normal productivity, while also ensuring that the reputation of the organization is kept intact;
5. Assist in developing, maintaining, updating, and implementing the Continuity of Operations Plan (COOP);

6. Development and maintenance of standard operating procedures (SOP's);

### **Town Clerk and Treasurer**

1. Provide for the safekeeping of vital records including Standard Operating Procedures (SOPs), guidelines, master equipment lists, etc.;
2. Participate with other departmental representatives in the establishment and maintenance of an incident-related financial recordkeeping system;
3. Receipt and filing of any orders or proclamations declaring, continuing or terminating a Town of Ridgway emergency or disaster;
4. Assist with Emergency Operations as needed;
5. Assist in developing, maintaining, updating, and implementing the Continuity of Operations Plan (COOP);
6. Maintain ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
7. Provide and maintain financial records;
8. Development and maintenance of standard operating procedures (SOP's);

### **Town of Ridgway Public Works Department**

1. Restoration of public facilities, services, utilities (Facilities). Development and maintenance of standard operating procedures (SOP's);
2. Provision of transportation services in support of emergency response and recovery efforts (e.g., movement of Town personnel, equipment and supplies to designated staging areas);
3. Removal of debris, clearance of public right-of-ways, and planning for street/route recovery operations, with priority assigned to critical emergency services life line;
4. Provision of personnel and heavy equipment in support of search and rescue operations.
5. Provision of personnel, equipment, supplies and materials for flood control and flood hazard mitigation measures;
6. Restoration of damaged Town roads and bridges and other related infrastructure;
7. Provision of personnel for structure and facility inspections to determine safety of individual structures (businesses, residences and public buildings) and to identify needed repairs (or to implement condemnation procedures when necessary);
8. Participation with representatives of other Town departments on Town of Ridgway damage assessment team at EOC and on local-state field damage survey teams, as needed;
9. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
10. Provide resources to responders (IE assist fire department in obtaining water when needed or other provisions requested, etc.)
11. Development and maintenance of Continuity of Government/Continuity of Operation Plans;
12. Development and maintenance of standard operating procedures (SOP's).

### **Town of Ridgway Public Works Department's Responsibilities as ESF #1 Lead**

(As outlined by FEMA.gov)

1. Monitor and report status of and damage to the transportation system and infrastructure as a result of the incident;
2. Identify temporary alternative transportation solutions that can be implemented by others when systems or infrastructure are damaged, unavailable, or overwhelmed;
3. Coordinate the restoration and recovery of the transportation systems and infrastructure;
4. Coordinate and support prevention, preparedness, response, recovery, and mitigation activities among transportation stakeholders within the authorities and resource limitations of ESF #1 agencies.

### **Town of Ridgway Public Works Department's Responsibilities as ESF #3 Lead**

(As outlined by FEMA.gov and NRF)

1. Conducting pre-incident and post-incident assessments of public works and infrastructure;
2. Executing emergency contract support for life-saving and life-sustaining services;
3. Providing technical assistance to include engineering expertise, construction management, and contracting and real estate services;
4. Providing emergency repair of damaged public infrastructure and critical facilities;
5. Tracking the DHS/Federal Emergency Management Agency (FEMA) Public Assistance Program and other recovery programs as it relates to Public Works.

### **Town of Ridgway Public Works Department's Responsibilities as ESF #12 Lead**

(As outlined by NRF)

1. Serve as the focal point within the Local Government for receipt of information on actual or projected damage to energy supply and distribution systems and requirements for system design and operations, and on procedures for preparedness, restoration, recovery, and mitigation;
2. Advise local authorities on priorities for energy restoration, assistance, and supply;
3. Assist industry and local authorities with requests for emergency response actions as required to meet the areas energy demands;
4. Assist local departments and agencies by locating fuel for transportation, communications, and emergency operations;
5. Provide guidance on the conservation and efficient use of energy to local governments and to the public;
6. Provide assistance to local authorities utilizing Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) established communications systems.

### **Community Development Coordinator**

(Report to Emergency Operations Center if requested)

1. Provision of personnel for structure and facility inspections in conjunction with municipal partners to determine safety of individual structures (businesses, residences and public buildings), including during rescue operations, and identify needed repairs (or to implement condemnation procedures when necessary);
2. Participation with other departmental representatives on Town Damage Assessment Team at EOC and on local/state field damage survey teams, as needed;

3. Participate in long-term disaster recovery and hazard mitigation planning and enforcement to ensure the compatibility of community redevelopment plans and hazard mitigation measures with comprehensive Town Land Use Code and other community development plans;
4. Provide public education materials related to community disaster recovery and reentry by citizens into disaster-impacted structures and neighborhoods (e.g., safety of stored goods, removal of mildew, cleaning of smoke damages, etc.);
5. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
6. Assist with Emergency Operations as needed;
7. Update codes for preventive measures in the future;
8. Development and maintenance of standard operating procedures (SOP's), Continuity of Government (COG) and Continuity of Operations Plans (COOP);

### Community Development Coordinator's Responsibilities as ESF #14 Lead

(As outlined by NRF)

1. Convene interagency recovery expertise to provide strategic guidance to long-term recovery efforts;
2. Identify and address long-term recovery issues, including those that fall between existing mandates of agencies;
3. Avoid duplication of assistance, coordinate program application processes and planning requirements to streamline assistance processes, and identify and coordinate resolution of policy and program issues;
4. Identify programs and activities across the public, private, and nonprofit sectors that similarly support long-term recovery and promote coordination between them;
5. Identify appropriate programs and agencies to support implementation of comprehensive long-term community planning and identify gaps in available resources;
6. Identify appropriate programs and agencies to support and facilitate continuity of long-term recovery activities.
7. Work with State, tribal, and local governments; Non-Governmental Organizations (NGO); and private-sector organizations to support long-term recovery planning for highly impacted communities;
8. Link recovery planning to sound risk reduction practices to encourage a more viable recovery;
9. Strategically apply subject-matter expertise to help communities recover from disasters.

### Non- Ridgway Town Agencies and Department Services

The following are non-town agencies and departments that can be requested resources. They play a huge role in Emergency Response but must be requested by ESF Leads, IC, or EOC Manager if the emergency or Disaster is within the Town of Ridgway. Each department has been assigned a section to report to within ICS/ESF when directives are received. Reporting sections for each department are in parentheses. Following their title is a list of the services they provide.

### **Amateur Radio Emergency Services (ARES) / Radio Amateur Civil Emergency Service (RACES)**

(Report to and requested by ESF #2 if requested)

1. Provide emergency communications support as requested by the Town Marshal.

### **American Red Cross / Salvation Army**

(Report to and requested by ESF #6 if requested)

1. Provision of immediate assistance to disaster victims, including food, water, shelter, clothes, physical and mental health counseling and referrals;
2. Establishment and management of emergency shelters for mass care, in cooperation with Ouray County Emergency Management and affected municipalities, including registration, feeding, lodging, and responding to public inquiries concerning shelter residents (establish public inquiry telephones);
3. Provision of temporary and immediate housing for displaced disaster victims;
4. Provision of food, beverages and other assistance to emergency response personnel and emergency relief workers;
5. Provide training to volunteers prior to emergency or disaster declaration
6. Provide on-site training to volunteers during an emergency or disaster declaration
7. Provision of damage assessment information upon request;
8. Coordination of mental health services (in cooperation with Ouray County Human /Social Services Department);
9. Assist with Emergency Operations as needed.

### **Ridgway Marshal or County Sheriff or their Designee**

(Report to and requested by ESF #13 when requested)

1. Implementation of the Incident Command System (ICS);
2. Determination of location(s) in the field for Incident Command Post(s);
3. Assessment of emergency conditions and determination of required levels of assistance from Town and outside sources;
4. Activation and management of the Municipal Emergency Operations Center (EOC) if available.
5. Coordination of mutual aid assistance;
6. Provision of emergency public information and establishment of procedures for releases of disaster-related information to news media, to include casualties;
7. Determination of the need for population evacuations and provision of instructions to uniformed law enforcement, fire, and emergency medical personnel regarding the conduct of evacuation operations;
8. Emergency situation assessment and recommendations to Municipal Officials concerning the need for local disaster declarations travel restrictions, curfews or other temporary social restrictions;
9. Establishment of communications with County Emergency Management for purposes of providing situation reports and forwarding requests for State assistance through the County Emergency Management Director or EOC;

10. Provision for law enforcement and traffic control within the disaster area(s);
11. Provide a representative to EOC and or ICP as needed;
12. Formal declaration of a local disaster or emergency and issuance of other official orders regarding population protection and temporary restrictions, including evacuation orders, establishment of curfews, and enactment of price controls;
13. Approval and commitment of Municipal resources and funds for disaster/emergency response and recovery.
14. Establishment of intergovernmental liaison in multi-jurisdictional incidents, including coordination of emergency efforts with Ouray County Emergency Management Director (furnish representative to the Town of Ridgway or Ouray County EOC, when requested or needed);
15. Assist with Emergency Operations as needed;
16. Development and maintenance of standard operating procedures (SOP's);
17. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

### **Colorado Department of Agriculture**

(Report to ESF #11)

1. May serve as ESF #11 lead if requested;
2. Must be requested by ESF #8 lead.

### **Colorado Department of Transportation**

1. Can supply heavy equipment
2. Can provide traffic control on State Highways
3. Can assist Public Works with road maintenance when requested

### **Colorado State Parks and Wildlife**

1. Provide perimeter security for scene;
2. Provide security for shelter
3. Provide security for Emergency Operations Center
4. Provide access and egress for emergency vehicles and needed personnel (establish one-way routes);
5. Provide Hazardous Material Incident response;
6. Assist with Emergency Operations as needed;
7. Provision of law enforcement, traffic control, and access control within the disaster area(s) and in any other needed areas of the Town;
8. Provide a representative to EOC and or ICP as needed.

### **Colorado State Patrol**

(Report to ESF #13 when requested)

1. Provide perimeter security for scene;
2. Provide security for shelter
3. Provide security for Emergency Operations Center

4. Provide access and egress for emergency vehicles and needed personnel (establish one-way routes);
5. Provide Hazardous Material Incident response;
6. Assist with Emergency Operations as needed;
7. Provision of law enforcement, traffic control, and access control within the disaster area(s) and in any other needed areas of the Town;
8. Provide a representative to EOC and or ICP as needed.

### CSU Extension

(Report to and requested by ESF #8 and ESF #11 if requested);

1. Connect community and regional needs with University and external talents and resources.

### Fire Protection District Chiefs

(Report to and requested by ESF #4 when requested)

1. Implementation of the Incident Command System (ICS);
2. Determination of location(s) in the field for Incident Command Post(s);
3. Assessment of emergency conditions and determination of required levels of assistance from County and outside sources;
4. Provide Hazardous Material Incident response;
5. Provide Incident Command Vehicle if available;
6. Activation and management of the Municipal Emergency Operations Center (EOC) if needed;
7. Coordination of mutual aid assistance;
8. Provision of emergency public information and establishment of procedures for releases of disaster-related information to news media, to include casualties;
9. Emergency situation assessment and recommendations to County and/or Municipal Officials concerning the need for local disaster declarations travel restrictions, curfews or other temporary social restrictions;
10. Establishment of communications with County Emergency Management for purposes of providing situation reports and forwarding requests for State assistance through the County Emergency Management Director;
11. Assist in implementation of emergency evacuation operations;
12. Provision of triage and extrication to include, field coordination of emergency transportation to hospitals;
13. Request of heavy rescue services;
14. Provision of onsite emergency medical facility for minor injuries;
15. Provision of fire suppression, fire causation, and arson investigation services;
16. Provide a representative to the unified ICP and EOC;
17. Hazardous Material Incident response;
18. Assist with Emergency Operations as needed;
19. Development and maintenance of standard operating procedures (SOP's);

20. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

### **Ouray County Engineer**

(Report to and requested by ESF#3 when requested)

1. The purpose of the County Engineer is to provide technical and engineering services and support to other Town departments;
2. The County Engineer develops plans for water and sewer expansion and improvements, roadway and drainage improvements, and various Town projects;
3. The County Engineer deals with State and Federal permitting agencies, manages and administers construction projects and submits applications for State and Federal funding for road, water, sewer, and landfill projects.

### **Montrose County Regional Dispatch**

(Report to Emergency Operations Center if requested)

1. Dispatches all Ouray Town and County Resources;
2. Can dispatch regional assets requested by incident command in small scale incidents.

### **Montrose Fire District**

(Report to ESF #4 if requested)

1. Provide Hazardous Material Operations;
2. Provide Mutual Aid to any fire district within Ouray County;
3. Provision of heavy rescue services.

### **Montrose Memorial Hospital**

(Report to Emergency Operations Center if requested)

1. Receives medical and trauma patients;
2. Acts as the morgue for Ouray County;
3. Can assist Town of Ridgway in a medical surge event with personnel or services;
4. Provide Surge Trailer and supplies

### **Ouray County School Districts**

(Report to and requested by ESF #6 if requested)

1. Provide for the safety and protection of pupils and school personnel, through planning and training exercises with local public safety organizations;
2. Coordinate with Emergency Management, in cooperation with American Red Cross, to provide schools as temporary shelters, when needed;
3. Assist with Emergency Operations as needed;
4. Provide buses for evacuation and transportation, when needed;
5. Development and maintenance of standard operating procedures (SOP's);
6. Development and maintenance of Continuity of Government and Continuity of Operations Plans;

7. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System.

**Public Utilities**

(Report to and requested by ESF #12 if requested)

1. Provide emergency power to critical lift stations;
2. Monitor water and sewer utility use and assess capabilities;
3. Determine availability, quantity, and procedures to obtain sandbags in coordination with emergency management;
4. Clear emergency routes and arterial streets of debris to facilitate movement of emergency equipment Provide material for earthen dikes in cooperation with Public Works;
5. Provide potable water for drinking, if required;
6. Advise resource members of anticipated needs and support required;
7. Coordinate and compile damage reports from damage assessment teams and advise coordination and control group

**Second Chance Humane Society**

(Report to ESF #6)

1. Can shelter cats and dogs in the event of an emergency.

**Telluride Hazardous Response Team**

(Report to and requested by ESF # 10 if requested)

1. Ouray County’s Hazardous Response Team;
2. Prevent, minimize, or mitigate a release of Oil or Hazardous Materials;
3. Detect and assess the extent of contamination (including sampling and analysis and environmental monitoring);
4. Stabilize the release and prevent the spread of contamination;
5. Analyze options for environmental cleanup and waste disposition;
6. Implement environmental cleanup;
7. Store, treat, and dispose of oil and hazardous materials

**CONTINUITY OF GOVERNMENT**

1. In accordance with CRS 24-32-2107(9), it is the intent of the Town of Ridgway Town Council that Town government will continue to provide essential services in order to protect the public health, safety and welfare during an emergency or disaster event by distribution of these disaster chain of command procedures and protocols.
2. During a declared emergency or disaster event, the following Town of Ridgway elected and appointed officials, in the order listed, have the authority to execute the powers of the board in accordance with [CRS 31-15-101](#).
  - i. Mayor
  - ii. Mayor Pro Tem
  - iii. Any duly elected member of the Town Council
  - iv. Town Manager

3. All Town of Ridgway department heads and Town elected officials shall be consulted regarding emergency or disaster event issues that might impact their area of responsibility.
4. Each Town of Ridgway department head and Town elected official shall work within the framework established by the Town of Ridgway emergency operations plan.
5. GENERAL RESPONSIBILITIES. The head of each Town department and Town elected office, as appropriate, shall:
  - a. Be prepared to respond adequately to all emergency or disaster events.
  - b. Consider potential emergency or disaster events in the conduct of his or her regular functions, particularly those functions essential in time of emergency.
  - c. Design preparedness measures to permit a rapid and effective transition from routine to emergency operations, and to make effective use of the period following initial indication of a probable emergency or disaster events. This will include:
    - i. Development of a system of emergency actions that defines alternatives, processes, and issues to be considered during various stages of emergency or disaster event;
    - ii. Identification of actions that could be taken in the early stages of a emergency or disaster event to mitigate the impact of or reduce significantly the lead times associated with full emergency action implementation
  - d. Identify areas where additional legal authorities may be needed to assist management and notify the Town Manager of those authorities.
  - e. Coordinate with State and local government agencies and other organizations, including private sector organizations, when appropriate.
  - f. Cooperate, to the extent appropriate, in compiling, evaluating, and exchanging relevant data related to all aspects of emergency or disaster events.
  - g. Ensure that plans consider the consequences for essential services provided by the Town if the flow of State and/or Federal funds is disrupted.
6. CONTINUITY OF OPERATIONS. The head of each Town department and each Town elected official shall ensure the continuity of essential functions in any emergency or disaster event by providing for: succession to office and emergency delegation of authority in accordance with applicable law; safekeeping of essential resources, facilities, and records; and establishment of emergency operating capabilities.
7. RESOURCE MANAGEMENT. The head of each Town department and each Town elected official, as appropriate within assigned areas of responsibility, shall:
  - a. Develop plans and programs to mobilize personnel, equipment, facilities, and other resources;
  - b. Assess essential emergency requirements and plan for the possible use of alternative resources to meet essential demands during and following emergency or disaster event.
  - c. Prepare plans and procedures to share between and among the responsible agencies resources such as energy, equipment, food, land, materials, services, supplies, transportation, water, and workforce needed to carry out assigned responsibilities and other essential functions, and cooperate with other agencies in developing programs to ensure availability of such resources in an emergency or disaster event.

8. PROTECTION OF ESSENTIAL RESOURCES AND FACILITIES. The head of each Town department and each Town elected official, as appropriate within assigned areas of responsibility, shall:
- a. Identify facilities and resources, both government and private, essential to the public welfare, and assess their vulnerabilities and develop plans to provide for the security of such facilities and resources, and to avoid or minimize disruptions of essential services during any emergency or disaster event

Participate in interagency activities to assess the relative importance of various facilities and resources to essential community needs and to integrate preparedness and response strategies and procedures.

### **PLAN MAINTENANCE, TRAINING AND EXERCISES**

Authority for maintenance and regular updates of this plan rests with the Town Manager. The Town Manager will also provide for regular exercises and training sessions to ensure that provisions of the plan are well understood by all departments and offices with assigned responsibilities.

Departments, offices and other organizations with responsibilities identified in the plan are responsible for ensuring that their staff is familiar with the applicable provisions of the plan and is adequately trained to carry out emergency assignments. Multi-agency and multi-jurisdictional exercises will be coordinated by the Emergency Manager.

This Emergency Operations Plan will be updated at least bi-annually through the Multi-Agency Coordination Group (MAC Group), and as needed after any incident, to ensure that it remains an effective, accurate emergency management tool for responders and citizens of the Town of Ridgway.

#### **CHECKLIST FOR PLAN MAINTENANCE, TRAINING AND EXERCISES**

- Ensure that ICS policies and procedures are communicated to all agencies that may become involved in emergency response operations.
- Provide ICS and EOC training and exercise opportunities to all agencies and offices with emergency management responsibilities.
- Encourage all agencies with emergency responsibilities to develop and maintain current internal procedures for carrying out assigned functions, where appropriate.
- Conduct multi-agency and multi-jurisdictional exercises to improve coordination and reduce overall training costs.
- Establish procedures for distributing plan revisions to all agencies with assigned responsibilities.

## AGENDA ITEM: Manager's Report

## RIDGWAY PLANNING COMMISSION

### AGENDA

Tuesday, May 29<sup>th</sup>, 2018

Regular Meeting; 5:30 pm

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

#### PUBLIC HEARINGS:

1. **Application:** Plat Amendment; **Location:** Parkside Subdivision, all lots; **Address:** 755, 760, 765 and multiple TBD N Laura, multiple TBD Marion Overlook; **Zone:** Residential (R); **Applicant:** Parkside Ridgway Community Association; **Owners:** Habitat for Humanity of the San Juans, Cameron L Miller, Kim Moriyama, Alpine Creek Homes LLC, Meaghan McGuire, Riverside Investment Partners LLC, Brittany Christina Martin, Parkside Ridgway Holdings LLC, Matthew P Sandoval, Kierstin Janal Strand, Stephen J Hertzfeld, Kelly Lynn Finegan, John A JR Malone, A Henry Case, Bryce Lanier Jones, Justin R Fagan **Recommending approval of 2 of 4 requests to TC**
2. **Application:** Conditional Use; **Location:** Cedar Creek Minor Subdivision, Lot 1; **Address:** 705 S Amelia Street; **Zone:** Residential (R); **Applicant:** Megan Gardner; **Owner:** Tio Trio LLLP, c/o Dana Ivers **Approved with 2 of 4 conditions in staff report**
3. **Application:** Variance; **Location:** Ridgway Land Co. Subdivision, Lot 28; **Address:** 130 Redcliff Drive; **Zone:** General Commercial (GC); **Applicant:** Doug Macfarlane; **Owner:** Praise Him Ministries, Inc. **Approved**
4. **Application:** Conditional Uses – Building Materials Business and Residential; **Location:** Eastside Subdivision, Lot 18; **Address:** TBD Palomino Trail; **Zone:** General Commercial (GC); **Applicant:** Jason Matesevac; **Owner:** Jason Matesevac **Approved**

#### OTHER BUSINESS:

5. Informal discussion – Multi-Site PUD, Julie Wesseling **Discussed development proposal – storage facility in the Eastside Subdivision**
6. Master Plan process update **First public outreach will be June 12 and 13, were awarded \$25,000 from DOLA for the project**
7. Downtown Parking Assessment update **Had a focus group meeting to inform that plan, this will be a very useful document that will provide facts for more informed conversations around parking**
8. Change date of Planning Commission regular meeting scheduled for December 25<sup>th</sup> **Rescheduled for December 18<sup>th</sup>**

#### APPROVAL OF MINUTES:

9. Minutes from the meeting of March 27<sup>th</sup>, 2018 **Approved**

10. Minutes from the meeting of April 24<sup>th</sup>, 2018 **Approved**

**ADJOURN**