

Ridgway Town Council
Regular Meeting Agenda
Wednesday, February 13, 2019
201 N. Railroad Street, Ridgway, Colorado

5:30 p.m.

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 code enforcement, and to discuss matters subject to negotiations regarding the use of public property and subdivision improvements. 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 Regular Meeting of January 9, 2019.
2. Minutes of the Special Meeting held January 30, 2019.
3. Register of Demands for February 2019.
4. Request for water leak adjustment for 512 Marion Overlook, Account No. 6330.2.

ACKNOWLEDGMENTS AND INTRODUCTIONS

Congratulations to Wanda Taylor on 20 years of service to the Town.

STAFF REPORT

2018 Update from the Marshals Department.

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

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

5. Request to renew lease agreement with SWIRL, dba Ridgway Community Garden, and request to construct a canopy shade structure - Agnieszka Preszlowska, Ridgway Community Garden.
6. Update from the Ridgway Dark Sky Committee - Val Szwarc, committee chair.

7. Presentation on San Miguel Power Association new customer care app "Smart Hub" - Alex Shelley.
8. Requests to renew contract for marketing services, and for distribution of partial proceeds from lodging tax revenues in 2019 - Colin Lacy, Board President Ridgway Area Chamber of Commerce.
9. Update on the Ridgway Library expansion project, and request to waive building permit fee for the building expansion - Stephanie Lyons, Ridgway Library District Board President.

LAND USE MATTERS Public comments will be limited to 5 minutes per person; hearings may be limited to 20 minutes.

10. Request to release two Subdivision Improvements and Lien Agreements: the Subdivision Improvements and Lien Agreement recorded on 10/05/2015 at Reception Number 214991 and amended as the First Amendment to the Subdivision Improvements and Lien Agreement recorded on 3/15/2017 at Reception Number 218140 for Trail Town Condominiums and Subdivision of Lot 26-A; and the Subdivision Improvements and Lien Agreement recorded on 07/19/2012 and amended on 02/08/2017 at reception number 218141 and recorded on 03/15/2017 for Trailtown Subdivision Lot 26-B - John Peters for Trail Town Partners, LLC.

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

11. Adoption of the Ridgway Emergency Operations Plan - Glenn Boyd, Ouray County Emergency Manager.
12. Discussion pertaining to snow removal - Mayor Clark.
13. Resolution Amending Ordinance 2018-07, Which Prohibits the Use of Certain Plastic Bags in the Town of Ridgway, to Change the Implementation Date from March 1, 2019 to June 1, 2019 - Town Attorney.
14. Follow up to plastic bag ordinance discussion from January 9th meeting - Mayor Clark.
15. Introduction of an Ordinance Amending Section 2-1-4 of the Ridgway Municipal Code Regarding Compensation to Members of the Ridgway Town Council - Town Manager.
16. Award of Contract and Professional Services Agreement with Colorado Code Consultants LLC, for Ridgway Building Code Review and Update - Town Manager.
17. Resolution Adopting a Policy Concerning the Destruction, Disposal and Protection of Records Containing Personal Identifying Information - Town Attorney.
18. Adoption of Title VI Plan for the Town of Ridgway, as a sub recipient of the Colorado Department of Transportation (CDOT) Federal Highway Administration (FHWA) funding, regarding compliance and reporting under the Civil Rights Act of 1964 - Town Manager.

MANAGERS UPDATE

Master Plan update
Current advertisements
Miscellaneous Town matters

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:

Council Appointed Committees, Commissions, Task Forces:

Ridgway Parks, Trails & Open Space Committee - Councilors Austin, N. Hunter and Mayor Pro Tem Johnson

Ridgway Planning Commission - Councilor E. Hunter and Mayor Clark

Ridgway Creative District Creative Advocacy Team - Councilor N. Hunter

Ridgway Scholarship Committee - Councilors Malone, Mayor Pro Tem Johnson and Mayor Clark

Council Board Appointments:

Ouray County Weed Board - Councilor E. Hunter; alternate - Town Engineer

Ouray County Joint Planning Board - Councilor E. Hunter, citizens Rod Fitzhugh & Tom McKenney; alternate-Mayor Pro Tem Johnson

Sneffels Energy Board - Mayor Clark and Town Manager; alternate - Mayor Pro Tem Johnson

Ouray County Multi-Jurisdictional Housing Advisory Committee - Councilor Heffernan; alternate - Town Manager

Region 10 Board - Mayor Clark

WestCO Dispatch Board - Town Marshal; alternate - Town Manager

Gunnison Valley Transportation Planning Region - Town Manager; alternate - Town Engineer

Ouray County Transit Committee - Community Initiatives Facilitator; alternate - Town Manager

Ouray County Water Users Association - Councilor E. Hunter

Council Participation and Liaisons:

Chamber of Commerce - Councilmember Malone

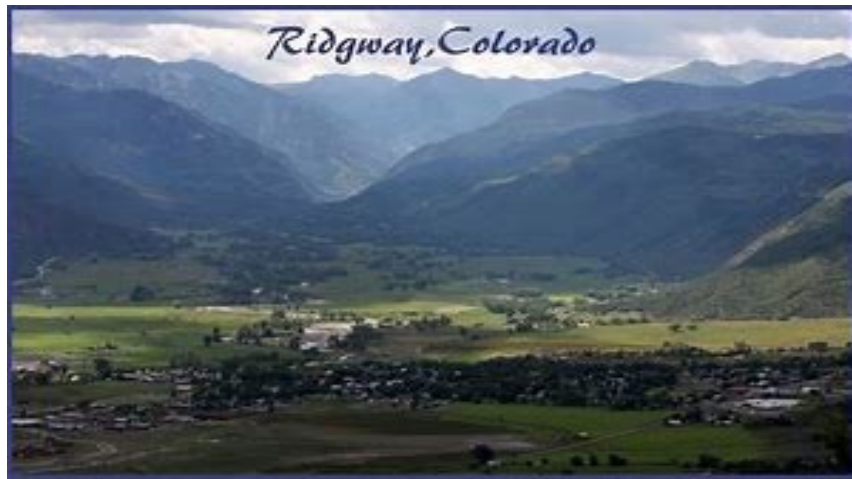
Communities That Care Coalition - Mayor Clark

Ouray County Fairgrounds - Councilor Hunter

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, March 6, 2019 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Ridgway Marshal's Department Year-End Report

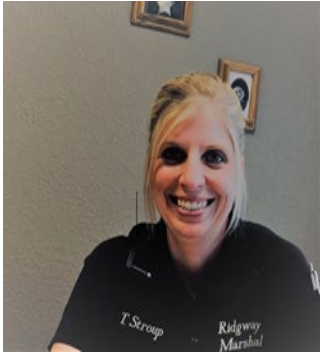


Compiled by Marshal Tammy Stroup

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Message from the Marshal



Marshal Tammy Stroup

As the year 2018 wraps up and looking back over the last year, the Ridgway Marshal's Department has made tremendous strides in all aspects of law enforcement. Over the last year we were able to up-date our fleet by two vehicles and have equipped them with the necessary tools to adequately function in our day to day duties. We have and will continue to raise the bar of professionalism within our department with revised and added policies and procedures. We have been fortunate to have neighboring agencies to include Ouray EMS, who have been instrumental in our training needs and supplying the Marshal's Department with necessary equipment, as we are often the first responder to a medical call.

Over the last year it has been a priority for our department to engage with our local youth. We have been vigilant about building relationships with our local schools by walking through the schools, eating lunch with students and by providing training to staff along with students in a variety of safety subjects to include internet safety, what to do in the event of an active shooter along with traffic and drug related topics. This has paid off in many ways, we have seen increased involvement with our youth and have received feedback from them that the "police" are not only there when there is trouble, but are also approachable and can be safe place to go when in need.

We were privileged to have received funding from the State, to institute a Victim Advocacy program in Ouray County, funding to pay for training needs and cover the partial cost of our equipment.

Ridgway is home to a diverse community and opens its arms to many visitors and is by far one of the most beautiful places to work. I extend my gratitude to the community for its support towards our department along with our Council, Deputies and undoubtedly the Town of Ridgway staff.

Ridgway Marshal's Department Officers



SR. Deputy Shane Schmalz

SR. Deputy Schmalz, is a full time deputy with the Ridgway Marshal's Department. Shane serves our department in many capacities and has been instrumental in training programs. Most recently he was a lead investigator in an officer involved shooting that occurred in Montrose, Colorado as part of the 7th Judicial Critical Incident Team.

SR. Deputy Monty English, is a full time deputy with the Ridgway Marshal's Department. Monty most recently completed FBI Defense Tactics Training and obtained his Instructor's Certification. Monty has been an asset to the Department and has participated countlessly in on-going training vital to our department.



SR. Deputy Monty English

The Ridgway Marshals Department would also like to recognize our contract officers who serve a vital role in our department:

- Deputy Marshal Luis Perez works various shifts throughout the month and is also a full time deputy with Ouray County Sheriff's Department
- Deputy Marshal Derrick Linnell works various shifts for the Marshal's Department and also works full-time for the Ouray County Sheriff's Department.
- Deputy Marshal Géo Mendoza works various hours throughout the month and also has a full-time job in Montrose, he also is a contract officer with the Ouray Police Department.



Ouray County Victim Advocate
Elaine Wood

Ouray County has had the great pleasure of having Elaine Wood on board serving as our law-Enforcement Victim Advocate. Elaine has been instrumental in serving our victims in a respectful, fair and educational way. She has the natural ability to work with people from all walks of life.

Along with Elaine, Ouray County Victim Services has maintained two contract advocates from surrounding law agencies. A shout out to Chantelle Bainbridge with the Montrose Police Department and Becki Havens with the Delta Police Department and Rachael Hanvelt with the Montrose County Sheriff's Department.

The Victim Advocate program provides victims with hands on advocacy to assist them in what can be a traumatic event. This last year, advocates have responded to crimes against children, adults and have had to respond to the most difficult of calls of a death investigation. Advocates assist with protection orders, notification to victims and on-going support. We are proud to have such a dedicated team.

Ridgway Marshal's Department



Ridgway Deputy Marshal's provide law-enforcement service to our community and its visitors 24 hours a day seven days a week. Although we may not be physically patrolling certain hours of the day, the Town of Ridgway doesn't have a time period when an officer is not on duty or on-call. Shifts may vary given the time of year and enforcement operations such as special events and population fluctuation.

A typical shift for an officer includes responding to calls for service that have been dispatched to them and performing proactive policing activities. Officers have been given directives such as vehicular directed patrols in neighborhoods, foot patrols in our parks and business areas. Additionally, they conduct security checks and are active participants in the community policing philosophy.

During the school year, approximately 350 students are enrolled in our school district. Our officers have made it a priority to build good relationships with not only school staff but our students as well. We participate in training for students such as internet safety, drug and alcohol safety and Emergency preparedness.

It is our belief as a department that there is not a problem that can't be fixed or solved, and therefore we do whatever it takes with or stakeholders (Community) to respond and strategize to identify issues. The Marshal's Department doesn't only respond to calls criminal in nature, but often responds to calls for service that are civil, we also provide agency assists with our local fire/ems and surrounding law agencies. This working relationship has proved to be beneficial to all involved for relationship building and safety concerns.

MISSION STATEMENT

MAINTAINING THE QUALITY OF LIFE IN THE COMMUNITY, WHILE CONTINUING TO RESPECT INDIVIDUAL LIBERTIES AND PERSONAL DIGNITY. OUR PLEDGE IS TO EMBRACE THE COMMUNITY IN SOLVING PROBLEMS, AND IN DOING SO, SOLICIT THEIR INPUT AND IDEAS, WITH THE ULTIMATE GOAL BEING OPEN COMMUNICATIONS AND POSITIVE RELATIONS BETWEEN THE COMMUNITY AND LAW ENFORCEMENT PROFESSIONALS THAT SERVE THE COMMUNITY, SO THAT PROBLEM SOLVING BECOMES THE COOPERATIVE EFFORT THAT IT MUST CERTAINLY BE.

Law Enforcement Code of Ethics

As a Law Enforcement Officer, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality, and justice.

I will keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I will never act officiously or permit personal feelings, prejudices, animosities, or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice, or ill will, never employing unnecessary force or violence and never accepting gratuities.

I recognize the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God to my chosen profession... law enforcement.

EXECUTIVE SUMMARY

In 2018 the Ridgway Marshal's Department has maintained its position with the community policing philosophy and has strived to strengthen relationships of trust and partnerships. Throughout 2018, officers have participated in both formal and informal community activities, which has successfully led to bringing the community and the department closer together. The Marshal's department has teamed up with surrounding law-enforcement agencies for training purposes to include, Bank Robbery Response Training, in both the Ouray and Ridgway banks. Ridgway hosted a Marijuana Sobriety class that engaged law agencies from across the region and also included our local dispensaries and grow operations. This training was useful in gaping the educational bridge between the two entities. The participation in these events has made for improved incident response and investigations.

This year we planned and executed a full scale active shooter exercise at the Ridgway Secondary School. With tremendous team efforts from the schools, law-enforcement, emergency management, local business, DHTS, Red Cross, the 4-H Center and so many more that I could mention.

The department's year-end law enforcement statistics show a decrease in calls for service in some areas and increases in others. Overall the collected data shows and increase in calls for service from 2017 to 2018 in the following nature fields: 911/alarm calls, theft/fraud, reported sexual assault, protection order violations, warrant arrests, civil matters, code violations, welfare checks, parking problems, agency assists, and Mental Health. Calls for service that have decreased are: Assault, Child Abuse, Domestic Disputes, Juvenile problem's and calls of a suspicious nature, wildlife calls such as bear activity. The collected data also shows increases in pro-active call natures such as with traffic violations and directed patrols. Calls for service include both dispatched calls as well as other officer initiated activity, so any rise in any officer proactivity will show a general increase in overall calls as well.

The Marshal's Department training has been extensive in 2018, providing officers with all required and necessary high liability and perishable skills training. Training in areas such as Firearms, Arrest Control, Search and Seizure, Driving and Department Policy, etc. are regularly trained to ensure proficiency and improvement. All officers achieved and or exceeded the required Peace Officer Standards and Training (POST) hours.

In 2018 the department was able to purchase two new patrol vehicles and received some officer equipment through grants and donations as part of our goal of updating and maintaining effective and functional equipment. 5 new Motorola radios, and one portable breathalyzer were acquired through grants and two fixed radar units were donated by the Colorado State Patrol.

The Victim Services Program implemented in 2018 has shown to be beneficial to all Ouray County Agencies. Officers report being able to better investigate cases that involve crimes against persons with the added support of a victim Advocate giving resources and sound information to victims of the judicial process and providing follow-up services to those victims.

2018 Reporting Structure for the Ridgway Marshal's Department

Deputies with the Marshal's Office are required to spend time in the office writing reports. As an effort to raise the bar of professionalism, every police action requires written documentation by form of a report. This ensures that officers are accountable for their activity and the department's actions as a whole.

To ensure adequate and necessary accountability, deputies are directed to write formal reports for all calls for service, which include calls generated through dispatch but also self-initiated activities. Every call for service generates a case number which is an identify method to document department activity. The reporting structure consists of three main report forms: Minor Incident Report (MIR), Incident Report (IR) and Accident Report (AR).

MIRs are utilized for documenting activity that does not rise to a criminal level such as directed patrols, business checks, civil issues, or field interviews.

IRs are used when documenting all criminal cases, lost/found property reports, juvenile problems, missing persons, etc.

AR Accident Reports are written for all vehicle accidents.

Either the Marshal or her designee reviews all reports daily to ensure completeness of officer response and thorough documentation standards are met. This type of structure ensures that proper response, investigation, documentation and case completion occurs at all times. This structure also provides for the department's ability to respond to citizen complaints regarding officer response. Without proper documentation of officer activity, our ability to respond to citizen complaints and questions would become somewhat impossible.

Additionally this structure provides the Marshal's Department with information regarding criminal activity, locations of identified problems, and offender information. This data is valuable for determining focal points for patrol and strategic law enforcement operations and community policing development. This Data can also provide deputies with a better response to issues and more meaningful proactive activity to prevent crimes from occurring.

2018 Ridgway Marshal's Department Community Activities

July Music Series – Maintained parking and traffic flow and an overall presence for the safety of all who came to enjoy.

RAT Race – Traffic Control.

River-fest – Traffic and security.

Labor Day Parade – Road closures and participation.

Prom Night at the Secondary School – provided security and participation.

School sporting events – participants in community policing.

Emergency Management – Active shooter exercise.

Juvenile Diversion/Voyager – Participant in classroom education on internet safety, drugs and readiness for critical incidents.

Noel Parade – Participate with traffic control and actively being in the parade.

Our agency is often called upon to assist local Rancher with cattle drives through town. Further we actively participate in community events such as the Arts and Craft Fair and the Farmers Market in Hartwell Park on Fridays during the summer season. Although we are not providing security in these events it has been a tremendous asset to talk too and be part of the community.

Future Plans and Goals

We as a department are looking forward to continued participation with our community as a whole. We hope to provide excellent service to our stakeholders and continue to develop good working relationships with our business, schools and community. We further hope to set up a monthly meeting that is open to the community to discuss certain topics, such as wildlife issues and education, Victims Assistance Services, personal safety awareness, etc. in an attempt to inform and educate and build good communications.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
JANUARY 9, 2019

CALL TO ORDER

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

EXECUTIVE SESSION

The Town Attorney requested entering 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 actions, and to discuss matters subject to negotiations regarding public property, water rights and water supply.

ACTION:

It was moved by Councilor E. Hunter, seconded by Mayor Pro Tem Johnson 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 5:55 p.m.

The regular meeting began at 6:00 p.m.

CONSENT AGENDA

1. Minutes of the Regular Meeting of December 12, 2018.
2. Register of Demands for January 2019.
3. Pursuant to State Statute, designate the Town Hall bulletin board as the official posting place for Town notices.
4. Renewal of liquor store license for San Juan Liquors.

ACTION:

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

PUBLIC REQUESTS AND PRESENTATIONS

5. 2018 Year End Report from the Ridgway Area Chamber of Commerce

Chamber Board President Colin Lacey presented the annual report for 2018. He noted it was a 'significant year for the Chamber' with 'staffing team established'; 'not being reliant on board members' for staffing duties; and 'tapping into new funding sources'. He noted the new board

will be meeting to prepare the 2019 budget, and it will be presented to the Council at the February meeting.

Mr. Lacey reviewed the annual report with the Council. The report outlined marketing themes; the joint visitors guide with the City of Ouray; a seventy percent increase in website use last year; participation in the Creative Corridor; online and printed promotional materials; redesign of the visitors center; expanded benefits for members; Youth Ambassador Program; and outsourcing of financial management.

6. Update from the Creative District and Main Street Programs

Community Initiatives Facilitator Diedra Silbert presented a document outlining the 2018 accomplishments of the Ridgway Creative District, Main Street Program, and Space to Create. The report included participating in the Creative Corridor Initiative; the Creative District being re-certified through 2024; installation of wayfinding maps; collaboration with the Chamber of Commerce; and the proposed use of Creative Industries grant funds. The Council agreed with the proposed plan for use of the grant funds.

POLICY MATTERS

7. Memorandum of Understanding to participate in the Colorado Create Partnership and Program

The Community Initiatives Facilitator presenting a Memorandum of Understanding for 2019 participation in the Colorado Creative Corridor Partnership and Program. She noted participants include the communities of Carbondale, Gunnison, Crested Butte; North Fork Valley, Salida and Ridgway.

ACTION:

Councilor Austin moved, with Mayor Pro Tem Johnson seconding to approve the 2019 Memorandum of Understanding for the Colorado Creative Partnership and Program. The motion carried unanimously.

8. Discussion and follow up to adoption of ordinance prohibiting use of plastic bags

Town Manager Coates presented an update on outreach efforts on staff and Council to businesses regarding implementation of the ordinance adopted at the previous meeting prohibiting the use of plastic bags. She presented a report dated 12-10-18 prepared by staff summarizing actions taken by other municipalities, along with outreach and enforcement, pertaining to prohibiting the use of plastic bags.

There was discussion by the Council pertaining to responses from businesses. After further discussion consensus of the Council was to extend the date for implementation of the regulations to June 1, 2019, and prior to that time hold a forum to provide information to businesses.

9. Thirty day extension for access to Railroad Street from Lot A, Park Subdivision

Town Attorney Nerlin explained to the Council negotiations are continuing on granting access to Railroad Street from Lot A in Park Subdivision. In conjunction the Town is requesting public access to the river corridor from the north side of the property.

ACTION:

Mayor Pro Tem Johnson moved, with Councilor N. Hunter seconding to grant a thirty day extension for access to Railroad Street from Lot A, Park Subdivision. With the motion on the floor there was discussion. On a call for the motion it carried unanimously.

10. Agreement to purchase Spillman Software

The Town Attorney explained that the previous meeting Council approved an agreement with Spillman Software which was consistent with language to address TABOR regulations. The company has asked for approval of the standard contract they use for all law enforcement agencies, and he noted it is compliant, and there are no violations with TABOR.

ACTION:

It was moved by Councilor N. Hunter, seconded by Councilmember E. Hunter and unanimously carried to approve entering into an agreement to purchase Spillman Software for 2019.

11. Appointments to the Ouray County Joint Planning Board

The Mayor reported the Town needs to reappoint Council representation to the Ouray County Joint Planning Board.

ACTION:

Councilmember N. Hunter moved to reappoint Eric Johnson and Ellen Hunter to the Ouray County Joint Planning Board. Councilor Austin seconded, and the motion carried unanimously.

12. Request for letter of support for Mautz Brothers' recycling grant application

Manager Coates presented a letter of support for a recycling resources grant application being made by the Mautz Brothers' 3XM, LLC to develop a composting facility at the Thunderbird Raceway in Olathe. She requested Council endorsement. The Council agreed.

TOWN MANAGERS REPORT

Manager Coates reported on proposed Council workshops in 2019; the water rate changes effective December 1st; follow up on discussion regarding establishing a marijuana drop off station; staff is preparing a year end newsletter and the 2019 outlook.

COUNCIL COMMITTEE REPORTS

Mayor Pro Tem Johnson reported on the Parks Committee; and Mayor Clark on the need for Council to meet to prepare the Town Managers annual evaluation.

ADJOURNMENT

The meeting adjourned at 7:45 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF SPECIAL MEETING
JANUARY 30, 2019

The Town Council convened for a special meeting at 5:30 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. The Council was present in its entirety with Councilors Austin, Heffernan, E. Hunter, N. Hunter, Malone, Mayor Pro Tem Johnson and Mayor Clark in attendance.

Town Clerk's Notice of Special Meeting dated January 28, 2019.

The Mayor called the meeting to order and the Council entered into a closed session at 5:30 p.m. to prepare the annual performance evaluation of the Town Manager.

The Council reconvened to open session at 6:10 p.m. and the meeting was adjourned.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
Register of Demands
February 2019

Name	Memo	Account	Paid Amount
Bruin Waste Management		Alpine-Operating Account	
	animal resistant cans	516GOO · Refuse Collection Franchise	-487.51
TOTAL			-487.51
Bruin Waste Management		Alpine-Operating Account	
	Jan 2019	516GOO · Refuse Collection Franchise	-12,741.42
TOTAL			-12,741.42
Ouray County Road & Bridge		Alpine-Operating Account	
	Jan 2019	660GO2 · Gas & Oil	-948.84
	Jan 2019	760POO · Gas & Oil	-24.28
	Jan 2019	960WOO · Gas & Oil	-422.79
	Jan 2019	960SOO · Gas & Oil	-151.09
	Jan 2019	860GO3 · Gas & Oil	-542.17
TOTAL			-2,089.17
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-20.00
TOTAL			-20.00
True Value		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-17.77
		732POO · Supplies & Materials	-45.99
		732PO1 · Supplies - community center	-25.98
		861GO3 · Vehicle Maintenance & Repair	-11.05
		932SOO · Supplies & Materials	-20.26
		932WOO · Supplies & Materials	-22.64
TOTAL			-143.69
Montrose Auto Glass, Inc		Alpine-Operating Account	
	install windshield - backhoe loader	661GO2 · Vehicle & Equip Maint & Repair	-177.67
	install windshield - backhoe loader	961WOO · Vehicle & Equip Maint & Repair	-88.84
	install windshield - backhoe loader	961SOO · Vehicle & Equip Maint & Repair	-88.84
	windshield - F350	961WOO · Vehicle & Equip Maint & Repair	-120.00
	windshield - F350	961SOO · Vehicle & Equip Maint & Repair	-120.00
TOTAL			-595.35
Amerigas		Alpine-Operating Account	
	tank rental (inc. 2018 credit)	942SOO · Utilities	-3.00
TOTAL			-3.00

Town of Ridgway
Register of Demands
February 2019

Name	Memo	Account	Paid Amount
Deeply Digital LLC		Alpine-Operating Account	
	Mar 2019 maintenance	530GOO · Computer	-210.65
	Mar 2019 maintenance	630GO2 · Computer	-19.15
	Mar 2019 maintenance	730POO · Computer	-19.15
	Mar 2019 maintenance	830GO3 · Computer	-95.75
	Mar 2019 maintenance	930WOO · Computer	-19.15
	Mar 2019 maintenance	930SOO · Computer	-19.15
TOTAL			-383.00
Clarion Associates LLC		Alpine-Operating Account	
	Dec 2018	513GOO · Planning Consulting	-2,625.00
TOTAL			-2,625.00
Voyager Youth Program		Alpine-Operating Account	
		5025GO1 · Voyager Program	-7,000.00
TOTAL			-7,000.00
Valvoline Instant Oil Change		Alpine-Operating Account	
	oil - Fusion	860GO3 · Gas & Oil	-63.74
TOTAL			-63.74
National Main Street CTR		Alpine-Operating Account	
	2019 Main St. membership	533GOO · Economic Development	-350.00
TOTAL			-350.00
Sunset Automotive		Alpine-Operating Account	
	tires - backhoe	961WOO · Vehicle & Equip Maint & Repair	-407.92
	charge battery - Fusion	861GO3 · Vehicle Maintenance & Repair	-30.00
	multiple repairs - Durango	861GO3 · Vehicle Maintenance & Repair	-1,630.51
TOTAL			-2,068.43
George Gardner Scholarship F...		Alpine-Operating Account	
		5115GO1 · George Gardner Scholarship...	-1,000.00
TOTAL			-1,000.00
Ouray County		Alpine-Operating Account	
	2019 fuel usage MOU	660GO2 · Gas & Oil	-130.12
	2019 fuel usage MOU	760POO · Gas & Oil	-130.13
	2019 fuel usage MOU	860GO3 · Gas & Oil	-130.13
	2019 fuel usage MOU	960WOO · Gas & Oil	-130.12
	2019 fuel usage MOU	960SOO · Gas & Oil	-130.13
TOTAL			-650.63

Town of Ridgway
Register of Demands
February 2019

Name	Memo	Account	Paid Amount
Employers Council		Alpine-Operating Account	
	minutes webinar - Christian	521GOO · Confer,Workshops,Training	-159.00
TOTAL			-159.00
The Paper Clip LLC		Alpine-Operating Account	
		541GOO · Office Supplies	-213.96
		941WOO · Office Supplies	-52.13
		941SOO · Office Supplies	-52.13
TOTAL			-318.22
Carpetrends, Inc		Alpine-Operating Account	
	floor cleaner	732PO1 · Supplies - community center	-28.00
TOTAL			-28.00
CDC Janitorial		Alpine-Operating Account	
		732PO1 · Supplies - community center	-44.84
		732POO · Supplies & Materials	-44.84
TOTAL			-89.68
Department of Labor		Alpine-Operating Account	
	boiler inspection	731PO1 · Maint & Repairs - comm cntr	-40.00
TOTAL			-40.00
PARC		Alpine-Operating Account	
		5100GO1 · Public Art Ridgway Colorado	-3,000.00
TOTAL			-3,000.00
Honnen Equipment Company		Alpine-Operating Account	
	12/26-1/22 loader	662GO2 · SnowRemoval Equip&Services	-2,559.20
TOTAL			-2,559.20
SGM		Alpine-Operating Account	
	thru 1/12/19	552GOO · GIS Mapping - admin	-167.83
	thru 1/12/19	952WOO · GIS Mapping - water	-167.84
	thru 1/12/19	952SOO · GIS Mapping - sewer	-167.83
TOTAL			-503.50

Town of Ridgway
Register of Demands
February 2019

Name	Memo	Account	Paid Amount
R. Stewart		Alpine-Operating Account	
	first aid class	521GOO · Confer,Workshops,Training	-39.40
	first aid class	721POO · Workshops & Training	-39.40
	first aid class	921WOO · Workshops & Training	-39.40
	first aid class	921SOO · Workshops & Training	-39.40
	first aid class	621GO2 · Workshops & Training	-39.40
TOTAL			-197.00
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-4.97
		915SOO · Dues & Memberships	-4.97
TOTAL			-9.94
San Miguel Power Assoc, Inc.		Alpine-Operating Account	
	12/18-1/19/19	542GOO · Utilities	-76.98
	12/18-1/19/19	638GO2 · Street Lighting	-382.41
	12/18-1/19/19	642GO2 · Utilities	-339.63
	12/18-1/19/19	742POO · Utilities	-380.49
	12/18-1/19/19	742PO1 · Utilities - community center	-76.98
	12/18-1/19/19	842GO3 · Utilities	-76.98
	12/18-1/19/19	942SOO · Utilities	-3,270.31
	12/18-1/19/19	942WOO · Utilities	-628.55
TOTAL			-5,232.33
Alsco		Alpine-Operating Account	
		932WOO · Supplies & Materials	-23.23
		932SOO · Supplies & Materials	-23.23
		732PO1 · Supplies - community center	-23.22
		632GO2 · Supplies & Materials	-23.22
TOTAL			-92.90
Caselle Inc		Alpine-Operating Account	
	Mar 2019	914SOO · Consulting & Engineering Servs	-159.50
	Mar 2019	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00
Montrose Water Factory, LLC		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-3.00
		732POO · Supplies & Materials	-3.00
		932SOO · Supplies & Materials	-3.00
		932WOO · Supplies & Materials	-3.00
TOTAL			-12.00
Pureline Treatment Systems		Alpine-Operating Account	
	Feb 2019	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00

Town of Ridgway
Register of Demands
February 2019

Name	Memo	Account	Paid Amount
NAPA		Alpine-Operating Account	
	fuel filter - grader	961WOO · Vehicle & Equip Maint & Repair	-8.32
	fuel filter - grader	661GO2 · Vehicle & Equip Maint & Repair	-24.97
	misc supplies - all vehicles	661GO2 · Vehicle & Equip Maint & Repair	-10.24
	misc supplies - all vehicles	961WOO · Vehicle & Equip Maint & Repair	-10.24
	misc supplies - all vehicles	961SOO · Vehicle & Equip Maint & Repair	-10.25
TOTAL			-64.02
Hartman Brothers Inc		Alpine-Operating Account	
		661GO2 · Vehicle & Equip Maint & Repair	-2.28
		961SOO · Vehicle & Equip Maint & Repair	-2.27
		961WOO · Vehicle & Equip Maint & Repair	-2.27
TOTAL			-6.82
550 Publishing Inc		Alpine-Operating Account	
	legal notice to candidates	544GOO · Elections	-21.75
TOTAL			-21.75
Verizon Wireless		Alpine-Operating Account	
		943SOO · Telephone	-74.08
		943WOO · Telephone	-123.22
		843GO3 · Telephone	-210.80
		543GOO · Telephone	-115.44
		643GO2 · Telephone	-52.72
		552GOO · GIS Mapping - admin	-10.01
		952SOO · GIS Mapping - sewer	-10.00
		952WOO · GIS Mapping - water	-10.01
TOTAL			-606.28
Consolidated Electrical Distrib...		Alpine-Operating Account	
	Green St streetlights	638GO2 · Street Lighting	-72.72
TOTAL			-72.72
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - community center	-88.08
		842GO3 · Utilities	-88.07
		542GOO · Utilities	-88.08
TOTAL			-264.23
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-85.34
TOTAL			-85.34

Town of Ridgway
Register of Demands
February 2019

Name	Memo	Account	Paid Amount
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-96.06
		642GO2 · Utilities	-96.06
		942SOO · Utilities	-96.05
		942WOO · Utilities	-96.05
TOTAL			-384.22
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-26.43
TOTAL			-26.43
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-23.35
		942SOO · Utilities	-23.36
		942WOO · Utilities	-23.35
TOTAL			-70.06
A Rooter Man		Alpine-Operating Account	
	pump lift station	931SOO · Maintenance & Repairs	-295.00
TOTAL			-295.00
Bobcat of the Rockies LLC		Alpine-Operating Account	
	bracket - Toolcat	761POO · Vehicle & Equip Maint & Repair	-30.54
	bracket - Toolcat	661GO2 · Vehicle & Equip Maint & Repair	-10.17
TOTAL			-40.71
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-20.00
TOTAL			-20.00
Affordable Trailers Inc.		Alpine-Operating Account	
	2018 20ft equip trailer	772POO · Equipment Purchase	-1,750.00
	2018 20ft equip trailer	672GO2 · Equipment Purchase	-1,750.00
	2018 20ft equip trailer	972WOO · Equipment Purchase	-1,750.00
	2018 20ft equip trailer	972SOO · Equipment Purchase	-1,750.00
TOTAL			-7,000.00

STAFF REPORT

Subject: Request for water leak adjustment - Account #6330.2/Tuohy
Initiated By: Pam Kraft, MMC, Town Clerk
Date: January 25, 2019

BACKGROUND:

Attached is a request for a water leak adjustment from Derek Tuohy for the residence at 512 Marion Overlook, for excess usage of 74,100 gallons. The property owner identified the source of the leak and it was repaired.

ANALYSIS:

Pursuant to Municipal Code Section 9-1-23 the Council has the authority to authorize water leak adjustments. The provisions are as follows:

9-1-23:WATER BREAK ADJUSTMENTS.

(A) The Town Council shall have authority to make an equitable adjustment to a water bill when the bill is extraordinarily high due to an undiscovered break downstream of the customer's meter if the break was not caused by the customer's negligence and the customer did not have a reasonable opportunity to discover the break more quickly than it was discovered.

(B) No adjustment shall be allowed unless the customer submits a written request for the adjustment within fifteen days of the mailing of the bill in question and unless the leak has been repaired.

(C) The adjustment shall not reduce the customer's bill below the cost to the Town of producing the water supplied through the meter.

The customer used 81,000 gallons of water in December; this calculates to 74,100 gallons over the base allotment, which would create a request for a water leak adjustment credit of \$650.45.

FINANCIAL CONSIDERATIONS:

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

STAFF RECOMMENDATION:

Approve a water leak adjustment for Account #6330.2/Tuohy, in the amount of of \$650.45.

ATTACHMENT: Letter from Derek Tuohy (no date)

AGENDA ITEM #5



STAFF REPORT

To: Town Council
From: Jen Coates, Town Manager
Date: February 6, 2019

RE: Request for Extension of Community Garden Lease at Green Street and Request for Approval to Construct Canopy Frame

Background Information:

The Town entered into a Lease Agreement (“Agreement”) with the Southwest Institute for Resilience, an incorporated (501(c)(3) Non-Profit Corporation, doing business as the Ridgway Community Garden (RCG), on February 17, 2016.

Pursuant to Section 2 of the Agreement, the lease term is for a period of 3 years from the effective date of the Agreement, resulting in an expiration date of February 17, 2019. Section 14 of the Agreement provides for extending for additional terms, as follows:

14. This lease may be extended for additional terms upon the written agreement of the parties. Tenant shall submit to Landlord by October 31, an annual report describing operations and other matters for the garden season containing such information as may be outlined in the Management Plan. Landlord shall review such report and other information to determine if the Community Garden is meeting goals and objectives of the Landlord, in making its decision as to renewal.

Since 2016, the RCG has worked diligently with the Town Staff, at the direction of the Town Council and with the support of the Parks Committee, to apply to Great Outdoors Colorado (GOCO) for supplemental funding to construct a successful garden. The Town applied to GOCO for grant funding in 2016 and 2017, with no success. After numerous meetings with GOCO and ongoing conversations with the Parks Committee, Staff and Town Council, it was decided in 2018 to pursue a limited scope of the planned garden in 2018 with the Town contributing up to \$10,000 in materials and in-kind services for parking, access and a water tap. These improvements were completed in 2018, with some limited additional work to finish up in 2019.

The RCG has also worked diligently to modify the scope of the garden work to fit their revised, small budget without supplemental grant funding. They have also been working on securing funds locally, planning the design of the garden and logistical build-out, and insuring all the components are in place to continue the lease agreement. In 2018 they constructed a fence on the perimeter of the garden.



The RCG are also requesting to construct a canopy frame on the leased premises (see Exhibit C). Section 4.D of the Agreement states the following Miscellaneous Provision: *No additional improvements shall be constructed on the premises without the express written permission of Landlord.*

Staff Recommendation:

Its been a lot of work and long road for everyone involved in this effort to try and secure funds for a spectacular community garden. Having invested significant time and effort in working to secure funds, the troops have all shifted gears to a modified, smaller, spectacular garden supplemented with support and resources from Town Hall.

The initial Lease Agreement contemplated significant funding for the garden design and construction, which would have facilitated significant progress on the build-out of the garden. Without the funding available, good strides have been made toward realizing the garden for the Ridgway Community, and staff recommends the Council consider the details provided here in renewing the Lease Agreement.

The Town crew is prepared to support the Community Garden efforts under an extension of the current Lease Agreement, and supports the extension. Staff also supports the construction of the canopy frame as proposed in Exhibit C and suggests the RCG work with the Town Staff on an acceptable location for the canopy. The Building Inspector will need to be consulted on the need for any permit.

Exhibits:

Exhibit A: Ridgway Community Garden Site Plan

Exhibit B: Email from the County Assessor dated January 14, 2019

Exhibit C: Canopy Frame Plan from McMillon Engineering, LLC dated January 24, 2019

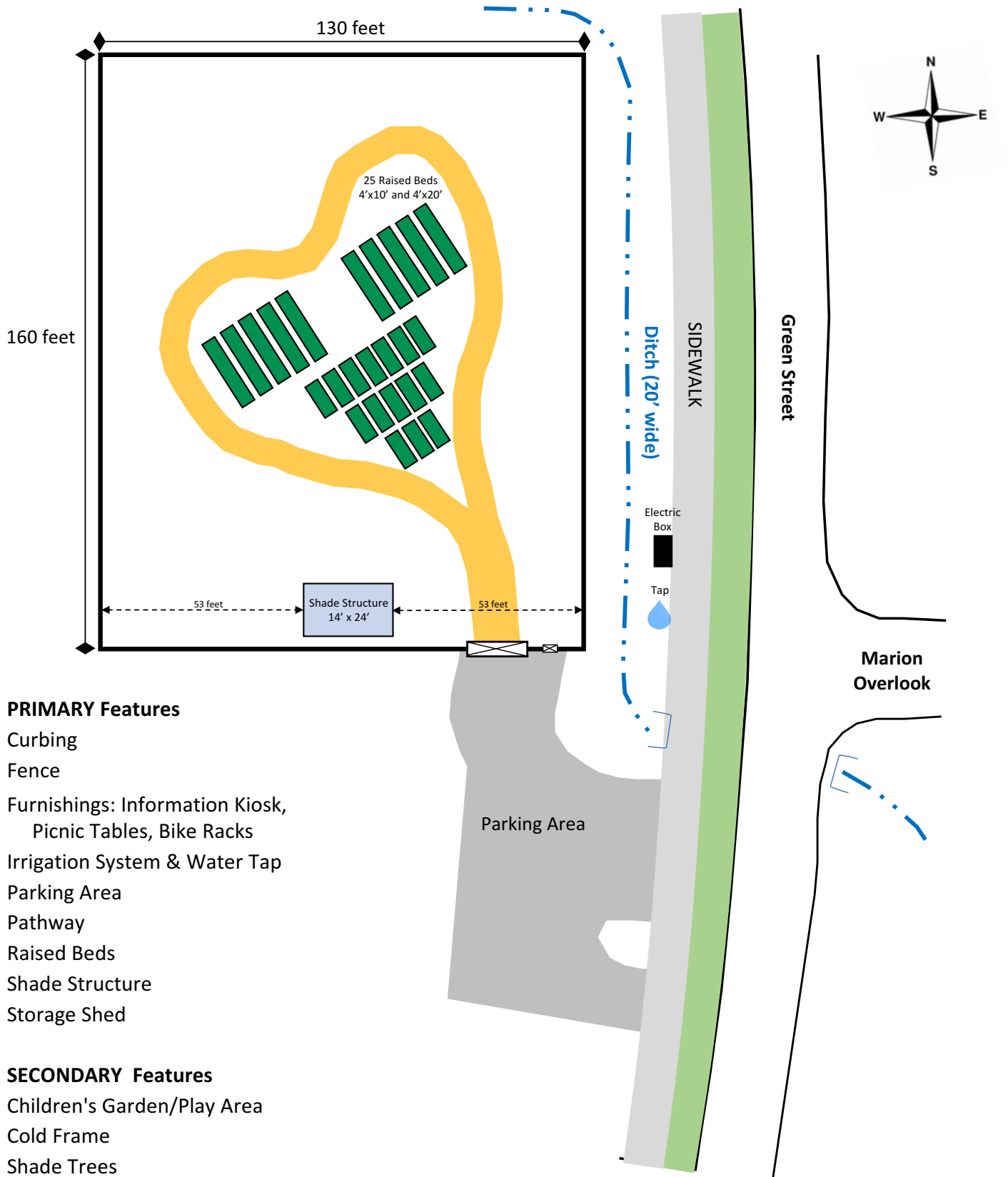
Exhibit D: Draft Lease Agreement Extension

Exhibit E: Original Lease Agreement dated February 14, 2016

RIDGWAY COMMUNITY GARDEN

20,800 sq. ft. / 0.47 acres

Not to scale. Locations are approximate.



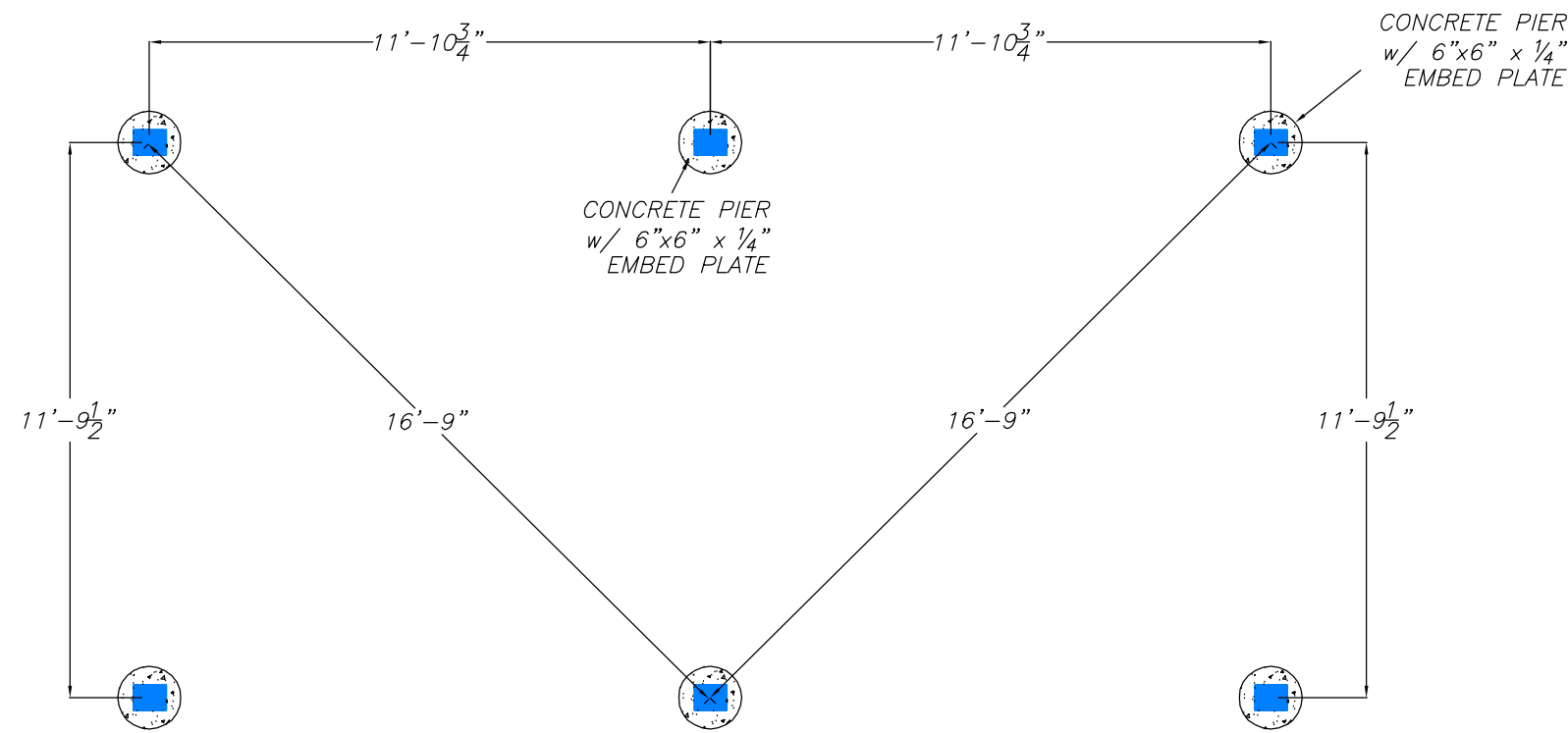
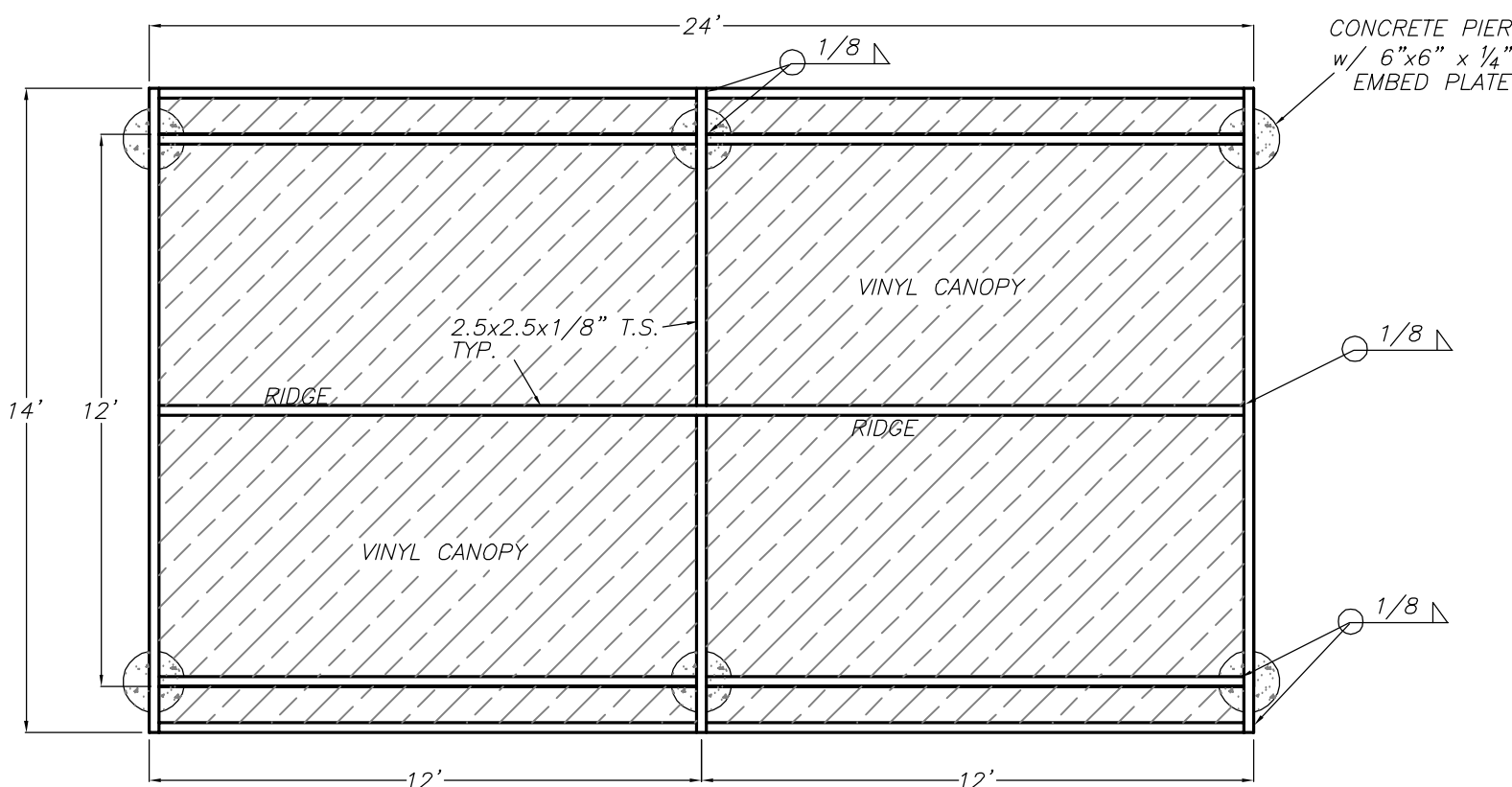
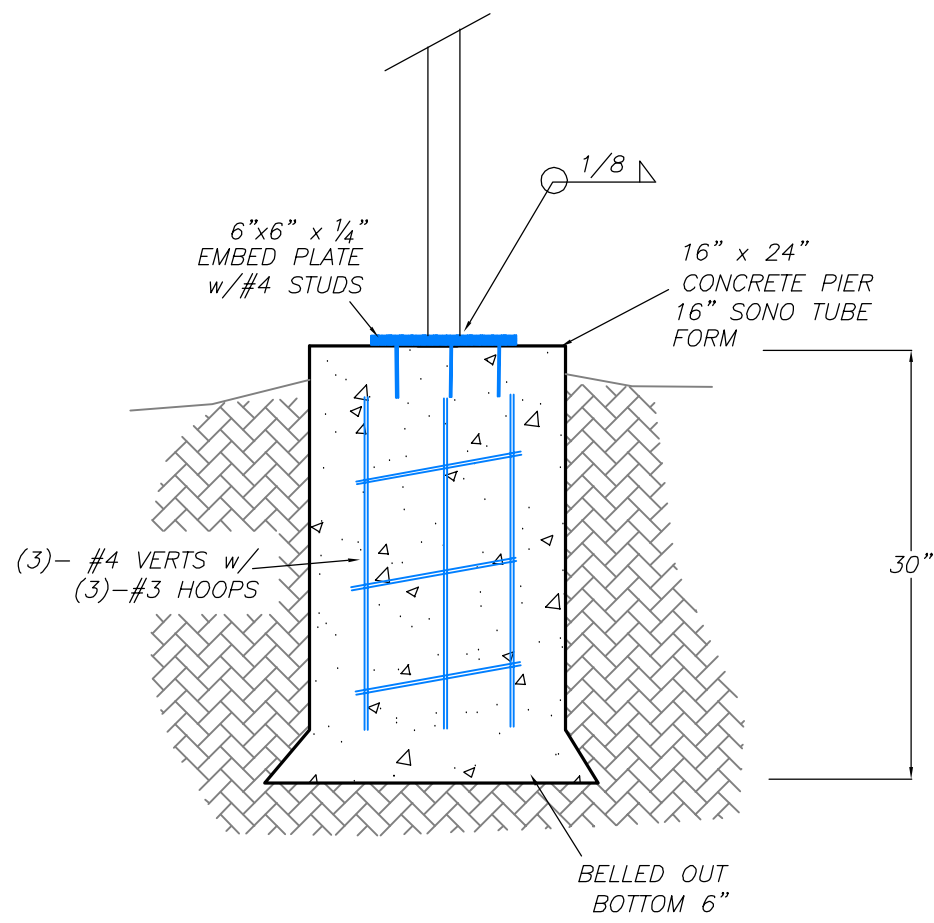
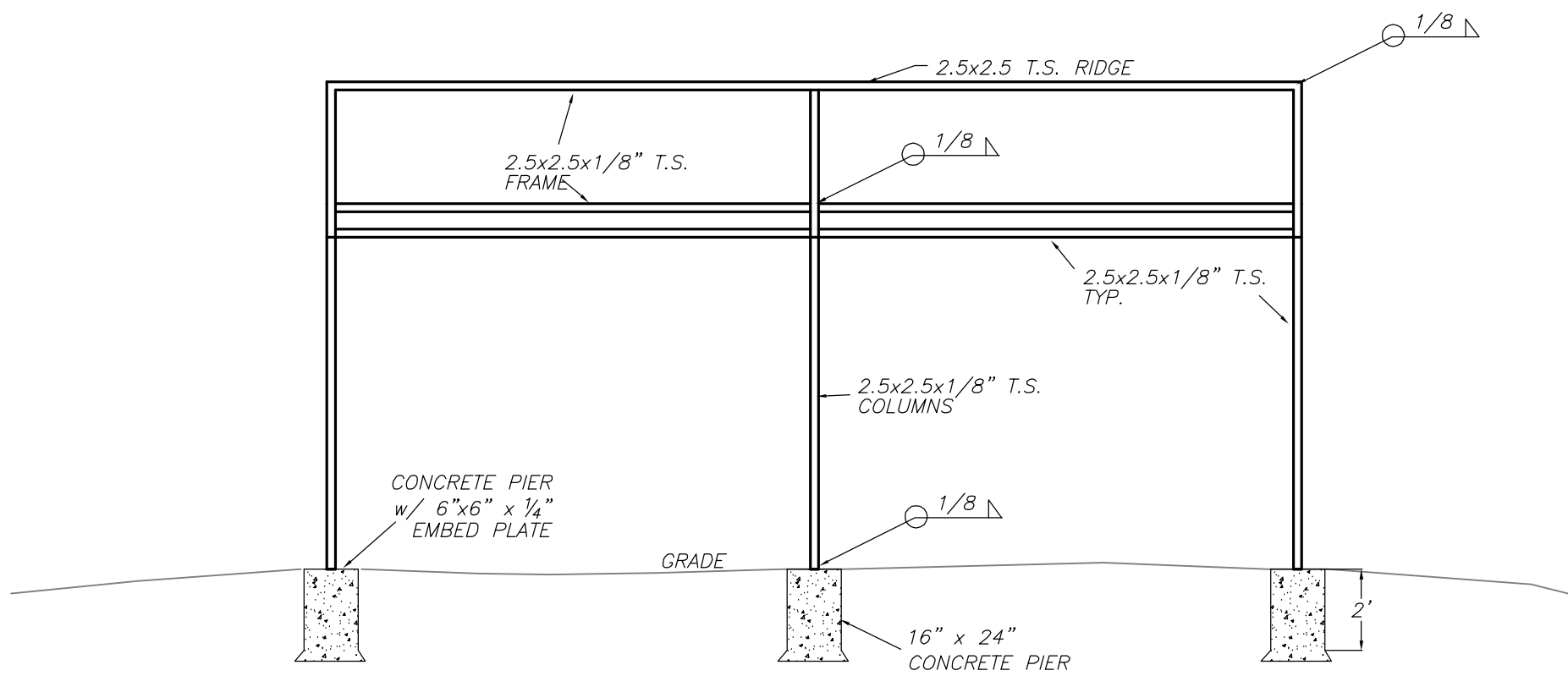
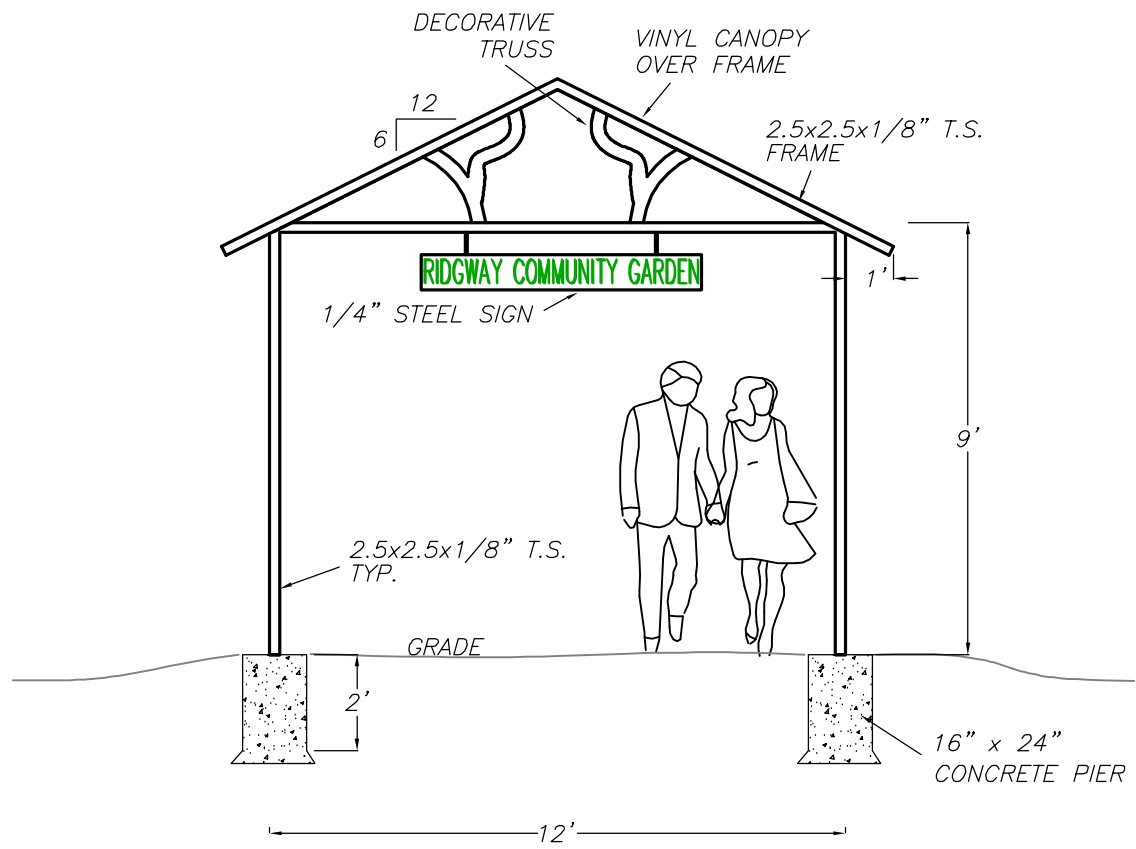
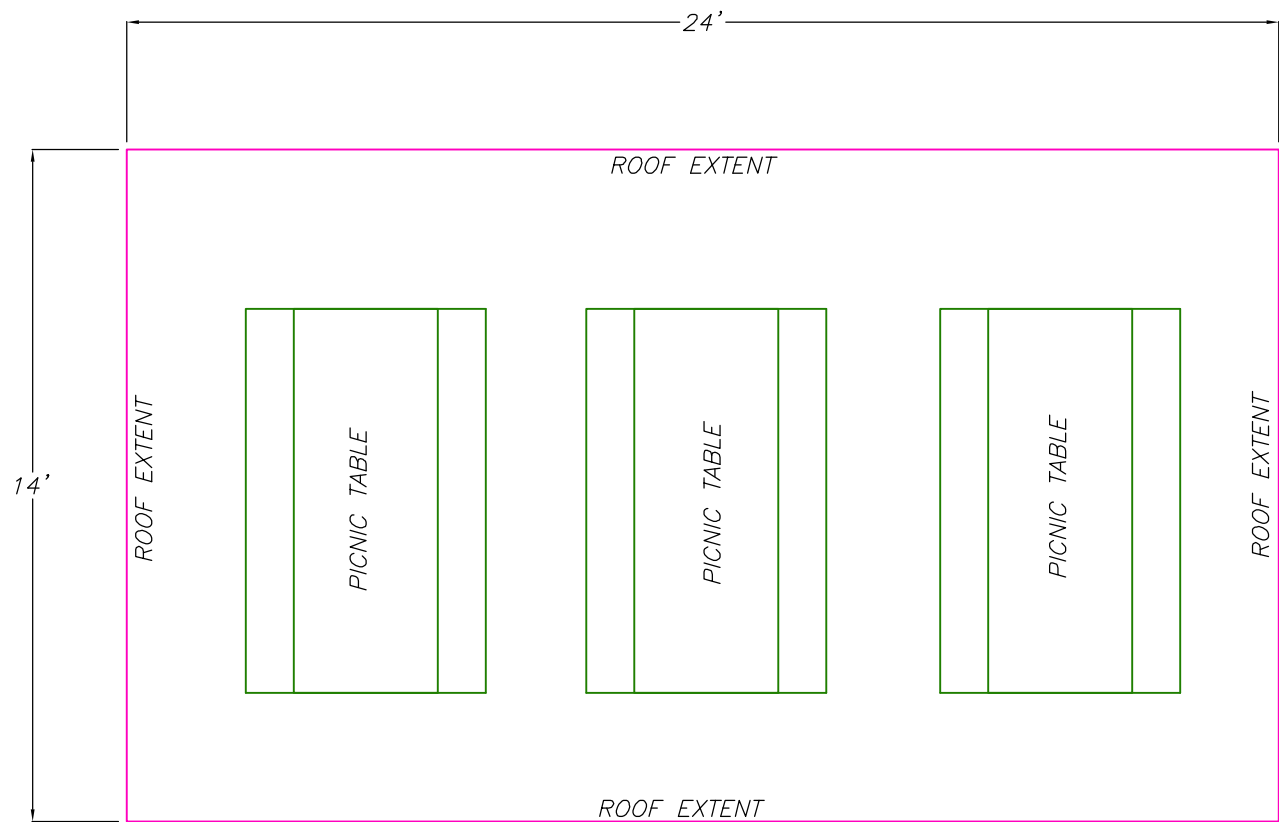
PRIMARY Features

- Curbing
- Fence
- Furnishings: Information Kiosk,
Picnic Tables, Bike Racks
- Irrigation System & Water Tap
- Parking Area
- Pathway
- Raised Beds
- Shade Structure
- Storage Shed

SECONDARY Features

- Children's Garden/Play Area
- Cold Frame
- Shade Trees
- Perennials

Exhibit B



SPECIFICATIONS

DESIGN CRITERIA:

WIND DESIGN LOAD = 90 MPH
VINYL CANOPY TO BE REMOVED IN WINTER

STEEL:

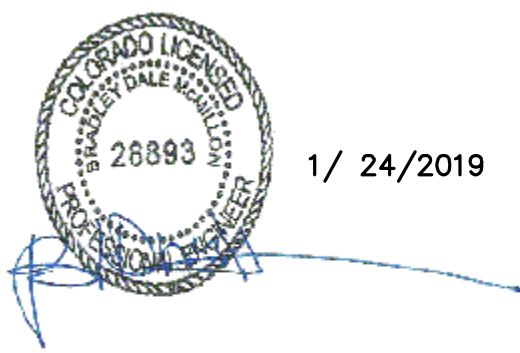
1. STRUCTURAL STEEL SHALL COMPLY WITH ASTM A-36.
2. ALL STEEL SHALL BE SHOP PRIMED AND PAINTED W/ TWO COATS OF ENAMEL PAINT
ALL FIELD DISTURBANCE SHALL BE CLEANED, PRIMED AND PAINTED.

WELDING:

1. STRUCTURAL STEEL WELDING SHALL BE PERFORMED BY AN AWS CERTIFIED WELDER.

CONCRETE:

1. CONCRETE FOR FOOTINGS AND SLABS SHALL HAVE A MIN. COMPRESSIVE STRENGTH OF 3500 PSI AT 28 DAYS FROM INITIAL DATE OF POUR.
2. USE TYPE II CEMENT.
3. ALL DOWELS, HOLDDOWNS, ANCHORS, BOLTS AND INSERTS TO BE SECURED ACCURATELY IN PLACE UNTIL CONCRETE HAS HARDENED.
4. POTABLE WATER SHALL BE USED IN CONCRETE MIX.



PROJECT: RIDGWAY COMMUNITY GARDEN CANOPY FRAME
LOCATION: GREEN STREET, RIDGWAY, COLORADO

REV	DATE	COMMENTS

McMillon Engineering, L.L.C.
Ph.970-626-5113,
P.O. Box 638
195 South Lena St.
Ridgway, CO 81432

DATE: 1/ 24/2019
PROJECT: COMMUNITY GARDEN
S.1

Chase Jones

From: Kurt Jacobsen <kurt.jacobsen61@gmail.com>
Sent: Monday, January 28, 2019 4:54 PM
To: Chase Jones
Cc: Jennifer Coates
Subject: FW: Community Garden
Attachments: image003.jpg

Hi Chase,

Below is the response I got from Susie (County Assessor) concerning property taxes.

Couple of questions:

1. We have a few requests for town Council. How do I get those submitted prior to the meeting? I believe we are already on the agenda?
2. We have a drawing for the proposed Shade structure. Am I correct in assuming we will need Council approval (and / or Parks Committee) before applying for the building permit?
3. For the Lease: We have answered the tax question, looks like we will be paying for water but we will be asking for a residential rate. Insurance is covered. Last thing would be the term of the lease. Our team thought the town preference would be to leave it at 3 years, we are good with that. Everything else will stay the same. So I guess once we have agreement from town on the water rate then we can draft the final lease and get it signed?

Thanks for your help so far, Regards Kurt.

Sent from [Mail](#) for Windows 10

From: [Susie Mayfield](#)
Sent: Monday, January 14, 2019 5:08 PM
To: kurt.jacobsen61@gmail.com
Cc: [Jennifer Coates](#)
Subject: Community Garden

Kurt,

This email is to follow up our conversation earlier today regarding the Community Garden.

I will consider the Community Garden endeavor tax exempt based on the following facts:

- Town of Ridgway owns the real property
- Town of Ridgway will be considered the owner of any improvements placed on the parcel
- A minimal fee will be charged to each user to be used toward the water costs (not to garner a profit)
- Produce harvested will not be used for resale
- Southwest Institute for Resilience is a not-for-profit entity

If any of the above statements do not apply, please let me know and we can discuss the issue of exemption further.

Feel free to contact me with any other questions.

Take care,

Susie Mayfield

Ouray County Assessor

Ph 970-325-4371 Fx 970-325-0452

PO Box 665, Ouray CO 81427

Physical Location during Courthouse Renovation:

112 Village Square West, Ste 212, Ridgway CO

<http://www.ouraycountyco.gov>



EXTENSION OF LEASE AGREEMENT: Ridgway Community Garden

THIS LEASE AGREEMENT EXTENSION is entered into effective the ____ day of _____, 2019 between the Southwest Institute for Resilience, an incorporated (501(c)(3) Non-Profit Corporation, doing business as the Ridgway Community Garden ("Tenant") and the TOWN OF RIDGWAY, ("Landlord"), as follows:

WHEREAS, the Landlord owns property referred to as the "Green Street Park" as dedicated to the Town in the Agreement and Declaration of Covenants recorded in the Ouray County Records at Reception Number 180716 on April 17, 2003 and as shown on the Plat of Boundary Agreement and Dedication recorded at Reception Number 187041 on January 21, 2005, and

WHEREAS, the Parties initially entered into a Lease Agreement on February 17, 2016 for the use of a portion of the Town's Green Street Park for the purpose of establishing and operating a community garden and

WHEREAS, the Parties mutually desire to extend this Lease Agreement pursuant to Section 14 of the Lease Agreement, and

WHEREAS, the Town Council, as Landlord for the property, approved the extension of the Lease Agreement on February 13, 2019 pursuant to Section 14 of the Agreement, which provides for extension of the Lease Agreement for additional terms, and

NOW, THEREFORE, the Parties hereby agree to a 3-year extension of the Lease Agreement to February 17, 2022 with all other terms and requirements of the February 17, 2016 Lease Agreement in full force and effect.

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the day and year first above written.

LANDLORD: TOWN OF RIDGWAY

ATTEST:

BY _____
John Clark, Mayor

Pam Kraft, Town Clerk

TENANT: SOUTHWEST INSTITUTE FOR RESILIENCE

FEIN 84-1550594; CO Identification No. 20001121265

By: _____
Kris Holstrom, Executive Director

By _____
Kurt Jacobsen, Ridgway Community Garden

STATE OF COLORADO)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Kris Holstrom, Executive Director of the Southwest Institute for Resilience and Kurt Jacobsen of Ridgway Community Garden

Witness my hand and official seal.
My commission expires:

Notary

(SEAL)

Address

STATE OF COLORADO)
) ss.
COUNTY OF Ouray)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by John C. Clark, Mayor, and Pam Kraft, Clerk, of the Town of Ridgway, Colorado.

Witness my hand and official seal.
My commission expires:

Notary

(SEAL)

Address

Exhibit E

LEASE AGREEMENT

THIS LEASE is entered into effective the 17th day of February, 2016 between the Southwest Institute for Resilience, an incorporated (501(c)(3)) Non-Profit Corporation, doing business as the Ridgway Community Garden ("Tenant") and the TOWN OF RIDGWAY, ("Landlord"), as follows:

WHEREAS, the Landlord owns property referred to as the "Green Street Park" as dedicated to the Town in the Agreement and Declaration of Covenants recorded in the Ouray County Records at Reception Number 180716 on April 17, 2003 and as shown on the Plat of Boundary Agreement and Dedication recorded at Reception Number 187041 on January 21, 2005, and

WHEREAS, the Parties mutually desire to enter into an agreement to lease a portion of the Green Street Park to the Tenant for a Community Garden, and

WHEREAS, the Landlord desires to cooperate with the Tenant to establish and operate a community garden for recreational, food production and other benefits to the inhabitants of Ridgway and Ouray County, and

WHEREAS, the Landlord intends to cooperate with Tenant, albeit without any legal obligation to do so, in the following respects;

- Development of a master plan and management plan for the garden;
- Provision of either treated, untreated or ditch water to the garden;
- Coordination on utility extensions and access to existing utilities, including cost estimating;
- Seeking grants to offset garden costs.

NOW, THEREFORE, the Parties hereby enter into the following Lease:

1. Description of Premises:

The Landlord hereby agrees to lease to the Tenant, subject to the terms and conditions of this Agreement, that portion of Green Street Park, which is shown on Exhibit A hereto, which shall henceforth be referred to in this Agreement as "the premises". Tenant accepts the premises in its existing condition. Landlord makes no representations or warranty about the suitability of the premises for a garden, or the Landlord's title or authority to enter into this lease.

2. Term of Lease:

The term of this Lease shall be for a period of 3 years from the effective date first above written, subject to renewal or termination of the Lease in accordance with the provisions of this Lease.

3. Consideration:

In consideration for this lease Tenant will establish and operate a community garden on the premises in accordance with the terms and conditions of this lease and develop a Master Plan and

Management Plan mutually agreeable to the Landlord and Tenant.

4. Miscellaneous Provisions:

A. Tenant agrees also to maintain all improvements upon the premises in good repair and Landlord shall have no monetary obligation whatsoever to maintain the premises or to maintain any access there to, all of which shall be maintained solely at Tenant's expense. Tenant shall maintain the premises reasonably free from unsightly debris or accumulations of trash, and the like, and in compliance with the standards set by Landlord of Ridgway junk, weed, litter and nuisance ordinances.

B. The premises shall be used only as a community garden. Tenant's use of the premises shall conform to all applicable laws, ordinances, and regulations of the United States of America, the State of Colorado, the County of Ouray, and Town of Ridgway.

C. The Parties state and agree that any improvements currently located on the premises have always been, and shall remain, the sole property of the Landlord throughout the term of this Lease.

D. No additional improvements shall be constructed on the premises without the express written permission of Landlord.

5. Termination of Lease:

This Lease may be terminated upon any of the following events:

A. Dissolution, insolvency or bankruptcy of the Tenant or Tenant's vacancy of the premises;

B. The foreclosure and sale of the leasehold interest resulting from any lien that is not satisfied and paid by Tenant;

C. A material breach of any of the obligations of Tenant under this Lease, including the Master Plan or Management Plan, unless the said breach is cured within the time provided in Paragraph 5(F) below;

D. Any unauthorized use of the premises, if the said breach is not cured within the time provided in Paragraph 5(F) below;

E. In the event the Landlord wishes to terminate this Lease pursuant to the provisions of Paragraphs 5(C), (D) or (E), written notice of the intent to terminate shall first be given to the Tenant by certified mail, return receipt requested, at the address of the Tenant stated below, or at any other subsequent address given to the Landlord in writing. Said notice shall provide a clear statement of the reasons for termination.

The Tenant shall then have a period of 30 days from the date or receipt of said notice within which to cure the default which forms the basis of the notice of termination, and in the event such cure is timely made by Tenant, the Lease shall remain in full force and effect.

The Landlord shall have the right, at its option, to either temporarily suspend or permanently

terminate this Lease Agreement, if there is a dispute as to the legal authority of either Landlord or Tenant or the persons signing the Lease Agreement to enter into this Lease Agreement. The Landlord shall not be obligated for any performance of the provisions of this Lease Agreement after the Landlord has suspended or terminated this Lease Agreement as provided in this paragraph.

6. Disclaimer of Landlord of any Liability for Liens:

Nothing in the terms of this Lease shall be construed as the Landlord authorizing the Tenant to make any improvements on the real premises that would subject the property to a mechanic's lien. To the extent that the Tenant may make improvements upon the premises and fail to pay for the same, such that a mechanic's lien is placed upon the premises, said liens shall attach only to the leasehold interest of Tenant to the premises, and shall subject to all the terms of this Lease (including the provisions for termination of the Lease upon the filing of a mechanic's lien). Tenant shall not create or allow any liens upon said property and liens shall attach only to Tenant's leasehold interest.

7. Access to and use of the Property:

A. The Landlord shall have the right to enter upon or across the leased premises or to cross such premises at any and all times and may authorize any of its officers, agents or employees to do so also.

B. The Landlord shall also have the right to inspect the inside of any of the buildings or improvements on the premises at any reasonable time by making prior arrangements with Tenant.

C. Landlord reserves easements for existing Landlord owned and public utility facilities on the Leased premises. Landlord shall have the right to install additional utility facilities on the leased premises or authorize other utility providers to do so, provided that such new facilities will not unreasonably interfere with Tenant's use of the premises.

8. Taxes and Utilities:

A. Landlord is tax exempt. In the event any ad valorem, real or personal property taxes or payments in lieu thereof, or any other taxes, are due or assessed upon the leased property or any improvements thereon, the payment of such taxes shall be the sole obligation of the Tenant. In the event the Landlord receives any tax notices, it shall deliver them to the Tenant for payment as due.

B. Tenant shall promptly pay as due all bills for utilities to serve the premises except the Landlord will not bill the Tenant for water which it may elect to supply at Landlord's option.

9. Insurance and Indemnification:

9.1 Indemnification:

The Tenant agrees to indemnify and hold harmless Landlord, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness,

disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Lease, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Tenant, any contractor of the Tenant, or any officer, employee, representative, or agent of the Tenant or of any employee or volunteer of the Tenant, or which arise out of any workers' compensation claim of any employee of the Tenant or of any employee of any contractor of the Tenant. The Tenant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Tenant, or at the option of Landlord, agrees to pay Landlord or reimburse Landlord for the defense costs incurred by Landlord in connection with, any such liability, claims, or demands. The TENANT also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent. If it is determined by the final judgment of a court of competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the Landlord, its officers, or its employees, the Landlord shall reimburse the Tenant for the portion of the judgment attributable to such act, omission, or other fault of the Landlord, its officers, or employees. The Tenant waives all claims for any damages against the Landlord and its officers and employees, which arise under this lease.

9.2. Insurance:

A. The Tenant 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 Tenant pursuant to Paragraph 9.1. Such insurance shall be in addition to any other insurance requirements imposed by this Lease Agreement or by law. The Tenant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Paragraph 9.1 by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Tenant shall procure and maintain, and shall cause any contractor of the Tenant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Landlord. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Tenant pursuant to Paragraph 9.1. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work for Tenant.

2. Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) 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, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision,

C. The policy required by paragraphs (B)(2) above shall be endorsed to include Landlord and Landlord's officers and employees as additional insureds. Every policy required above shall be primary insurance and any insurance carried by Landlord, its officers, or its employees, or carried by or provided through any insurance pool of Landlord, shall be excess and not contributory insurance to that provided by Tenant. No additional insured endorsement to any policy shall contain any exclusion for bodily injury or property damage arising from completed operations. The Tenant shall be solely responsible for any deductible losses under any policy required above,

D. A certificate of insurance shall be completed by the Tenant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by Landlord prior to commencement of the Lease. The certificate shall identify this Lease and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least 30 days prior written notice has been given to Landlord. The completed certificate of insurance shall be sent to Landlord.

E. Failure on the part of the Tenant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which Landlord may immediately terminate this contract, or at its discretion Landlord 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 Landlord shall be repaid by Tenant to Landlord upon demand, or Landlord may offset the cost of the premiums against any monies due to Tenant from Landlord.

F. Landlord reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that Landlord is relying on, and does not waive or intend to waive by any provision of this contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado, Governmental Immunity Act, {2440401 et seq., 10 C.R.S., as from time to time amended, or otherwise available to Landlord, its officers, or its employees.

H. Property Insurance.

Tenant shall have the premises including all structures and improvements on the premises covered by Tenant's fire and casualty insurance policies including Landlord as an additional insured therein and provide Landlord with a certificate of such insurance. Tenant shall be responsible for all losses to Tenant's property including losses not covered due to said policy's deductible, or for losses outside the scope of such policy's coverage and hereby waives any claim against Landlord for such losses.

10. Waiver:

No waiver of any breach of all or one or more of the conditions and covenants of this Lease by the Tenant or Landlord shall be deemed and constitute a waiver of any succeeding or other breach under this Lease.

11. All notices required to be given to the Landlord or the Tenant herein shall be mailed to them to the following addresses:

Town of Ridgway

P.O. Box 10

Ridgway, CO 81432

Southwest Institute for Resilience

PO Box 1541

Telluride, CO 81435

Ridgway Community Garden

PO Box 635

Ridgway, CO 81432

Notice shall be effective when deposited in the U.S. Mail, certified return receipt requested, addressed to the above address or any address notice of which address change has been given in writing to the other party,

12. Tenant may neither sublease nor assign its interest hereunder. This Lease shall be binding upon the successors and assigns of the Parties hereto. It will be binding on any sub-lessees.

13. Nothing herein shall be construed to create a financial obligation of the Landlord beyond any current fiscal year. Landlord may not make any expenditures or provide water under this lease unless an annual appropriation therefore has been adopted by the Ridgway Town Council.

14. This lease may be extended for additional terms upon the written agreement of the parties. Tenant shall submit to Landlord by October 31, an annual report describing operations and other matters for the garden season containing such information as may be outlined in the Management Plan. Landlord shall review such report and other information to determine if the Community Garden is meeting goals and objectives of the Landlord, in making its decision as to renewal.

15. Tenant shall obtain a waiver and release from each garden member or guest who elects to participate in gardening and related activities on the Premises on a form approved by Landlord. Said waiver and release shall include the Landlord and Landlord's officers, employees, and agents as entities and persons against whom claims by the participating members of the public are being waived and released.

16. Improvements, alterations, and installations of a permanent nature on the Premises shall not be removed by Tenant at the termination of this Lease Agreement. Equipment and property placed by Tenant at its expense in, on, or about the Premises, including fixtures temporarily affixed to the Premises but which may be removed without damage, shall remain the property of TENANT, and TENANT shall have the right to remove all such equipment, property, and temporary fixtures and shall so promptly remove at the termination of this Lease.

17. Tenant shall enforce weed management and chemical application protocols outlined in Ridgway Comprehensive Plan: Integrated Weed Management and Native Plant Restoration 2011.

18. Any water conservation restrictions or requirements imposed by the Landlord shall be strictly applied and enforced by Tenant on the Premises.

19. NO THIRD PARTY BENEFICIARIES: It is expressly understood and agreed that enforcement of the terms and conditions of this Lease Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Landlord and TENANT, and nothing contained in this Lease Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Landlord and TENANT that any person other than the Landlord or TENANT receiving services or benefits under this Lease Agreement shall be deemed to be an incidental beneficiary only.

20. AMENDMENTS: No amendments to this Lease Agreement may be made except in writing, agreed to by all parties to this Lease Agreement, and approved and executed in the same manner as this Lease Agreement.

21. VENUE AND GOVERNING LAW: This Lease Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado. Venue for any and all legal actions arising hereunder shall lie in Ouray County, Colorado.

22. INTEGRATION: This Lease Agreement is intended as the complete integration of all understandings between the Landlord and Tenant. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Lease Agreement in writing. Any oral representation by any officer or employee of the Landlord at variance with terms and conditions of this Lease Agreement or any written amendment to this Lease Agreement shall not have any force or effect nor bind the Landlord.

23. SEVERABILITY: The Landlord and Tenant agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of the State of Colorado or the federal government, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the liability of the Landlord, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

24. CLAIMS: In the event that any claim, demand, suit, or other action is made or brought in writing by any person, firm, corporation, or other entity against Tenant related in any way to this Lease Agreement, Tenant shall give written notice thereof to the Landlord within five (5) working days after being notified of such claim, demand, suit, or action. Such notice shall state the date and hour of notification and shall include a copy of any such claim, demand, suit, or other action

received by Tenant. Such written notice shall be delivered either personally or by mail to the address of the Landlord specified in the notice provision of this Lease Agreement.

IN WITNESS WHEREOF, the Parties have entered into this Lease as of the day and year first above written.

LANDLORD: TOWN OF RIDGWAY

BY 
Mayor

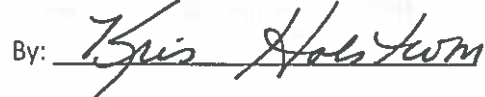
ATTEST:



Town Clerk

TENANT: SOUTHWEST INSTITUTE FOR RESILIENCE

FEIN 84-1550594; CO Identification No. 20001121265

By: 

Kris Holstrom

Title: Executive Director

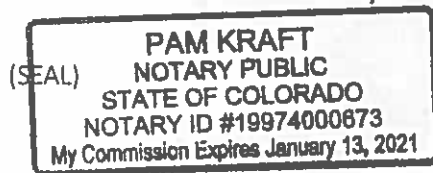
By: 

Chris Lance, Ridgway Community Garden

STATE OF COLORADO)
) ss.
COUNTY OF)

2018 - 2016 The foregoing instrument was acknowledged before me this 3rd day of July,
by Kris Holstrom, Executive Director of the Southwest Institute for Resilience and Chris Lance
of Ridgway Community Garden

Witness my hand and official seal.
My commission expires: 1/13/2021

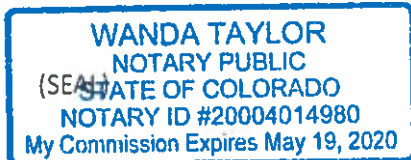


Notary Pam Kraft
Address 750 Sabeta
Ridgway

STATE OF COLORADO)
) ss.
COUNTY OF Ouray)

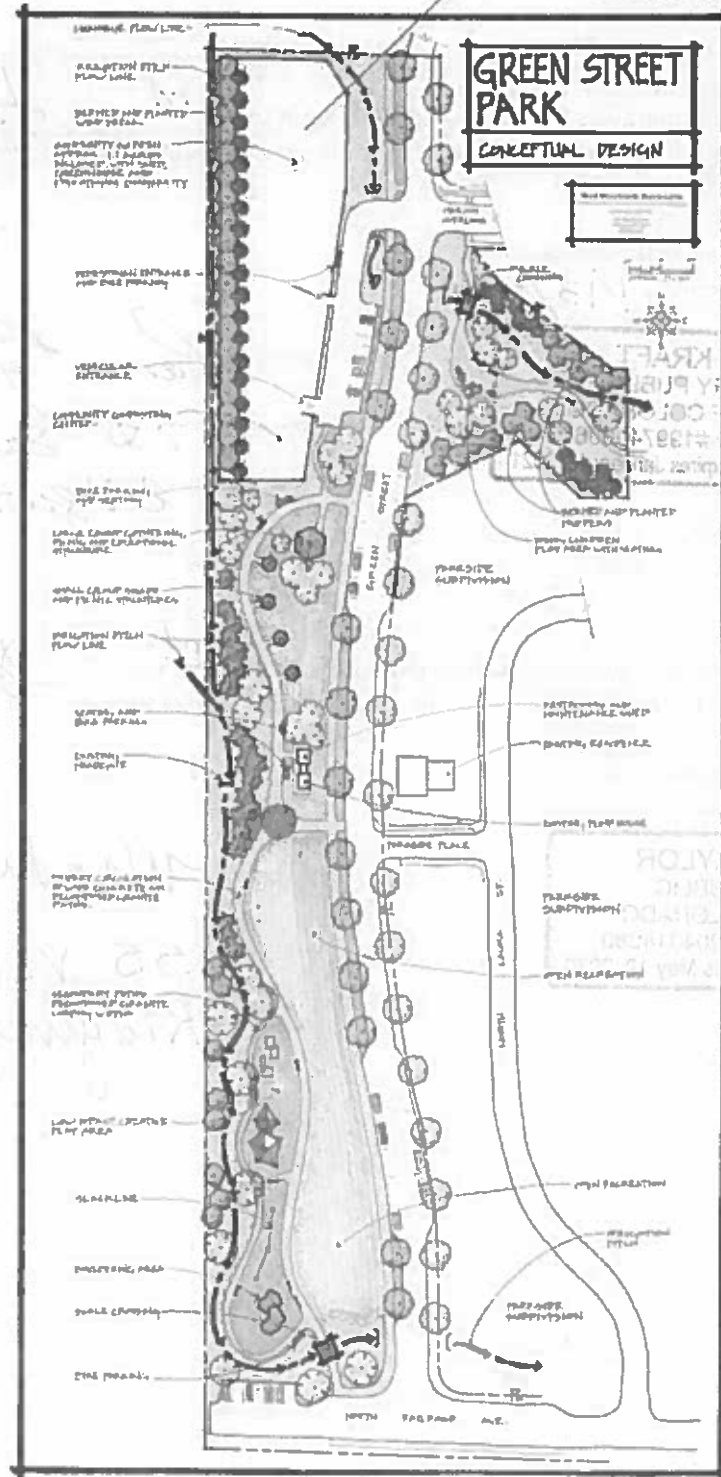
2018 - 2016 The foregoing instrument was acknowledged before me this 3rd day of July,
by John C. Clark, Mayor, and Pam Kraft, Clerk, of the Town of Ridgway, Colorado.

Witness my hand and official seal.
My commission expires:



Notary Wanda Taylor
Address 55 Valley View Rd
Ridgway, CO 81432

Community
Garden Lease
Area



AGENDA ITEM #6

AGENDA ITEM #7



SAN MIGUEL POWER ASSOCIATION

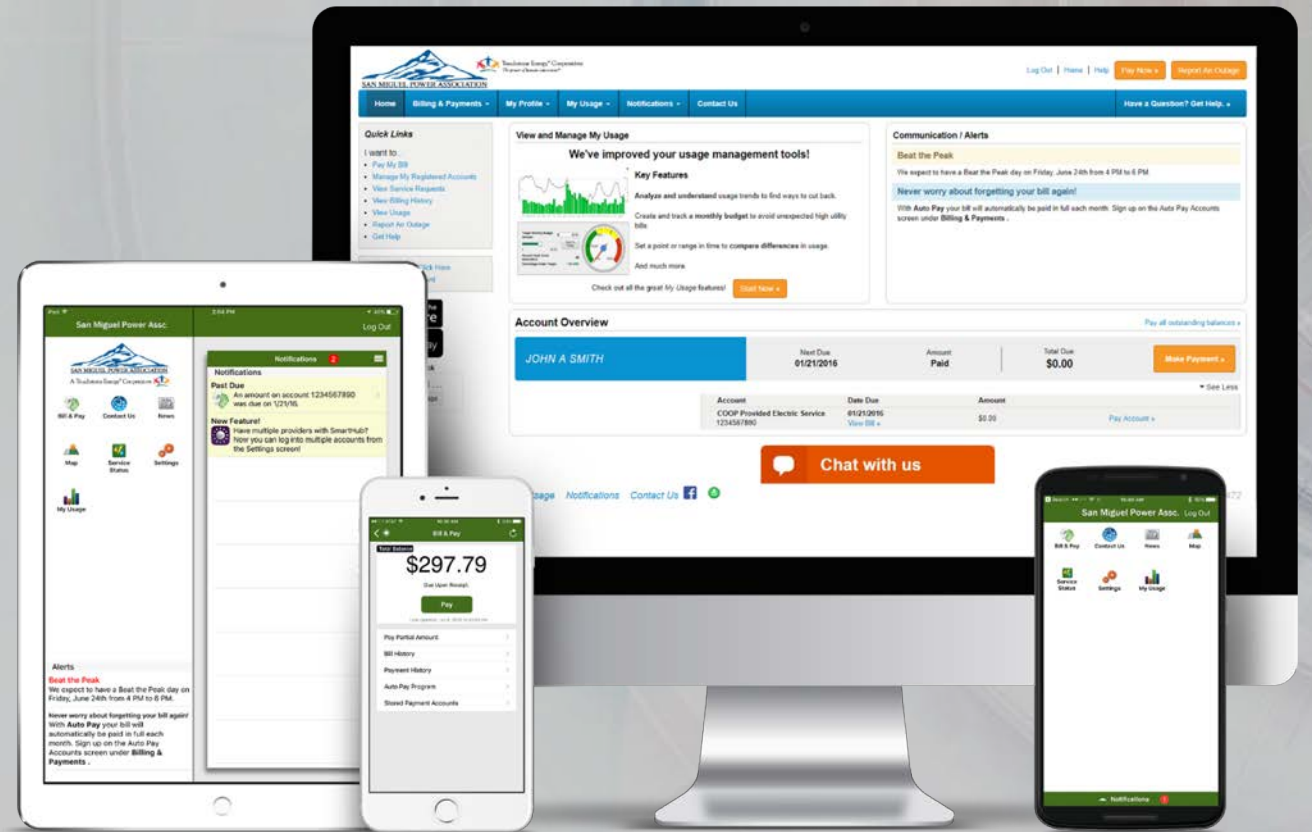
A Touchstone Energy® Cooperative 

power in your hands.



What is this “SmartHub” all about?

- Ease of use
- Member control
- Reducing waste
- Data Access
- ...a new way to serve our members



Ease of Use

- Web interface
 - Access anywhere
 - Nothing to Download
- Mobile apps
 - iOS & Android
 - Simple controls
- 24/7 access



Member Control

- Pay Bill / Access Account
- How do YOU want us to Communicate with YOU?
 - Phone? Email? Text? Etc.
- Manage Several Accounts
 - All accounts on one screen



Account Overview

[Pay all outstanding balances »](#)

**ABC CONDOS HMOWNRS ASSOC
INC**

Next Due:
08/21/2018

Amount:
\$1,582.00

Total Due:
\$1,582.00

Make Payment »

▼ See Less

Account	Date Due	Amount	
SAN MIGUEL POWER ASSN 10010000	08/21/2018 View Bill »	\$96.00	Pay Account »
SAN MIGUEL POWER ASSN 10020000	08/21/2018 View Bill »	\$93.00	Pay Account »
SAN MIGUEL POWER ASSN 10070000	08/21/2018 View Bill »	\$121.00	Pay Account »
SAN MIGUEL POWER ASSN 10050000	08/21/2018 View Bill »	\$77.00	Pay Account »
SAN MIGUEL POWER ASSN 10080000	08/21/2018 View Bill »	\$78.00	Pay Account »

1-5 of 13



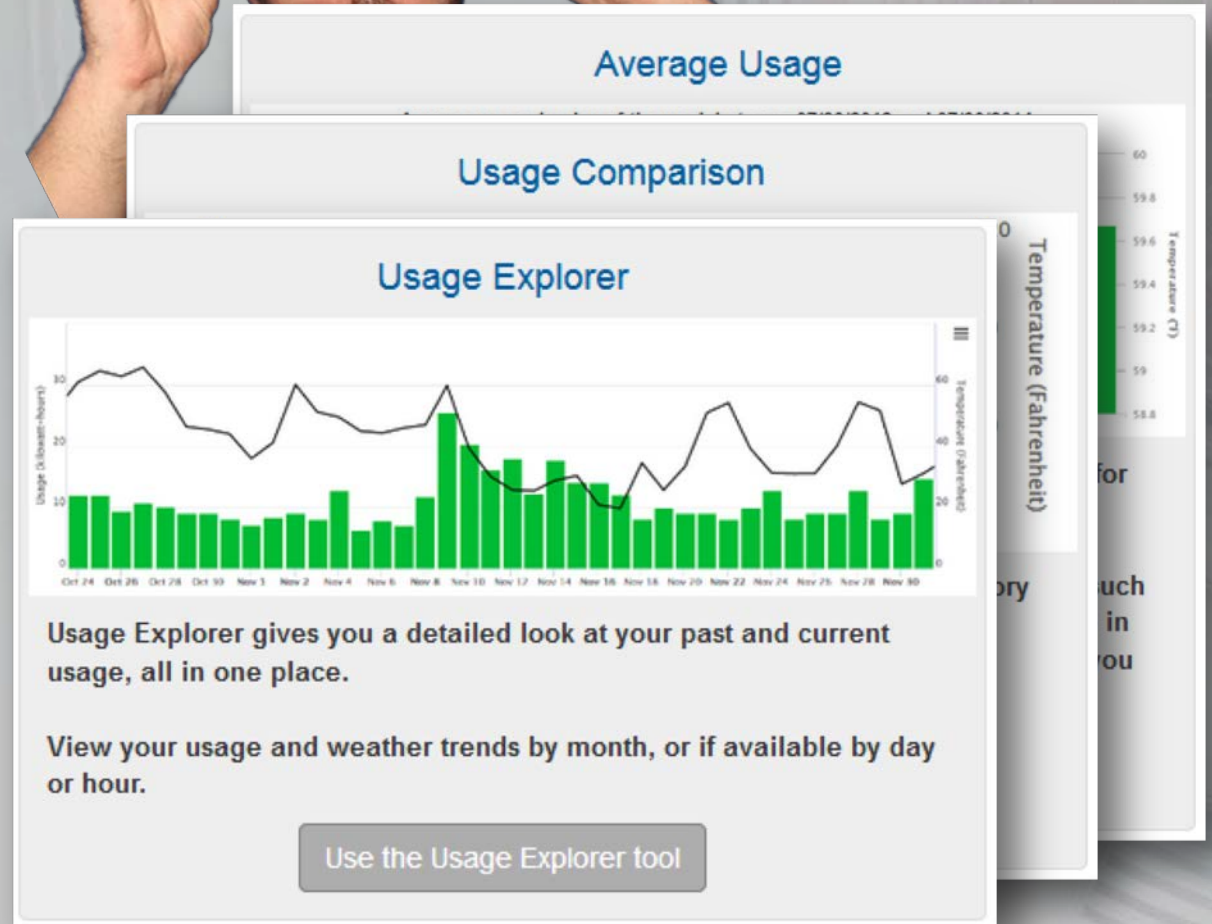
Reducing Waste

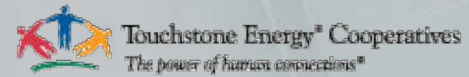
- Go Paperless with Ease
 - Reduce printing costs – reduces pressure on rates
 - Eliminate folders and files in your home
 - Conserve natural resources
 - Save time with automatic features



Data Access

- **UNPRECEDENTED** Access to **YOUR** Usage Data
 - See your building's energy use *by the hour*
 - Compare different time periods
 - Temperature data supplied for reference
 - Take the first steps in getting more efficient





AGENDA ITEM #8



PROFESSIONAL SERVICES AGREEMENT: Ridgway Marketing and Promotions

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and the Ridgway Area Chamber of Commerce, hereinafter referred to as "Contractor".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. **SCOPE OF SERVICES**

Contractor agrees to perform services in accordance with the Scope of Consulting Services attached hereto as Exhibit "A" and incorporated herein by this reference. Any material changes to Exhibit A and Budget shall be submitted to the Town Council in writing for approval prior to any change.

2. **TIME OF COMPLETION**

The services to be performed pursuant to this Agreement by Contractor shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be continued until *December 31, 2019*, unless terminated prior.

3. **PROFESSIONAL RESPONSIBILITY**

Contractor shall be responsible for the professional quality, timely completion and coordination of all services as outlined in Exhibit A and shall without additional compensation promptly remedy and correct any errors, omissions or other deficiencies. Contractor is solely responsible for the timing, means and methods of performing the work. Contractor shall meet or exceed industry standards applicable to the services and shall provide for all training and education needed and provide all tools necessary to perform the services. Contractor shall comply with all applicable laws.

4. **RELEASE AND INDEMNIFICATION**

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to



bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.

5. **PAYMENT**

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor 70% of the lodging tax revenues received in fiscal year 2018, for services as described in Exhibit A. Payment shall be made on a bi-monthly (every 2 months) basis and upon collection and receipt of lodging tax funding by the Town. Contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager.

6. **TOWN REPRESENTATIVE**

The Town hereby designates its Town Manager, or her designee, as its representative and authorizes her to make all necessary and proper decisions with reference to this Agreement.

7. **INDEPENDENT CONTRACTOR**

The services to be performed by the Contractor are those of an independent contractor and not as an employee of the Town. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

8. **ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party.

9. **INSURANCE**

The Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the Contract Documents 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.

Contractor shall procure and maintain the minimum insurance coverages listed below, and provide proof to the Town. Such coverages shall be procured and maintained with forms and insurers acceptable to Town. All coverages shall be continuously maintained from the date of commencement of services hereunder.

- A. Worker's Compensation insurance as required by State Statute and Employer's Liability Insurance covering all of Contractor's and any subcontractor's employees acting within the course and scope of their employment. If Contractor is an individual and has no employees and claims an exemption, proof of such



exemption shall be provided to the Town.

Contractor will maintain General Liability Insurance.

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 contract, the monetary limitations (presently \$350,000 per person and \$990,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.*, as from time to time amended.

10. **BREACH AND TERMINATION**

All terms and conditions of this Agreement are considered material and failure to perform any of said conditions on be considered a breach of this Agreement. In such event, either party may notify the other of the breach, in which case there shall be a thirty day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days. If the breach is not cured the non- breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.

Either party may terminate this contract by giving 60 day written notice to the other. In the event of termination of this contract, Contractor shall immediately repay to the Town any amounts not committed or expended, which it has received from the Town and shall conduct no further activities pursuant to this contract. Likewise, the Town will still reimburse Contractor for any amounts committed or expended in accordance with Exhibit A.

11. **MISCELLANEOUS**

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property. This contract shall be construed subject to Colorado Law.

12. **DATE**

This Agreement is dated _____, 2019.

13. **EMPLOYMENT OF “ILLEGAL ALIENS”**

The following provisions are required by Colorado Revised Statutes §8-17.5-102, as amended. The term “illegal alien” is used as it is referenced in the above Statutes and is not a term chosen or endorsed by the Town.

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.



- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS §8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS §8-17.5-102(5).
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC §1324a and not altered or falsified the identification



documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.

14. **APPROPRIATION REQUIRED**

This Agreement shall NOT be construed to constitute a debt of the Town beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Town.

TOWN OF RIDGWAY

By _____
John Clark, Mayor

ATTEST:

Town Clerk

CONTRACTOR: *Ridgway Area Chamber of Commerce*

By _____
Colin Lacy, President



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

CRS 8-17.5-102 Certification

Name of Project: Ridgway Marketing and Promotions

Date: _____

Pursuant to CRS 8-17.5-102(1) the undersigned hereby certifies that at this date it does not knowingly employ or contract with an illegal alien who will perform work under the contract for the above referenced project and that the Contractor will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for work under the contract for the above referenced project.

CONTRACTOR: Ridgway Area Chamber of Commerce

By: _____
Colin Lacy, President



EXHIBIT A: Scope of Services

WHEREAS, the Town of Ridgway Town Council (“Town”) has levied a Lodging Tax upon the business of furnishing rooms or accommodations for consideration in a hotel, motel, apartment hotel, lodging house, motor hotel, guest house, or other similar lodging businesses in the amount of 3.5% of the entire amount charged for furnishing the room or accommodations, and

WHEREAS, Ordinance No. 01-2016 states that seventy per cent of the net lodging tax revenues received by the Town shall be used for tourism promotion and economic development purposes, and

WHEREAS, the Town has determined that the Ridgway Area Chamber of Commerce (“Chamber”) has the experience, expertise and mission to enable it to effectively conduct activities related to the above referenced purposes pursuant to this Contract with the Town, and the Chamber has presented to the Town Council with a summary of detailed expenditures for the prior year and planned budget and expenditures for the current year that are acceptable to the Town, and

WHEREAS, the Chamber intends to operate a Visitor’s Center within the Town of Ridgway for the purpose of welcoming visitors and tourists and providing information and resources to the public for the benefit of all local businesses, residents and the Ridgway area, and

WHEREAS, the Chamber agrees to submit quarterly reports to the Town describing its activities during the prior (3) months (reports to be submitted by the 5th day of: May, August, and October), including itemized expenditures of Lodging Tax funds for the quarter, and at the end of the year the Chamber will provide an itemized year-end financial report of all Lodging Tax expenditures, and prior to December 1, 2018 the Chamber will provide a Lodging Tax Report listing the accomplishments of that year and may request a new contract for Lodging Tax funding for the next year that would include a budget and marketing plan for the upcoming year for consideration by the Town, and

WHEREAS, the Town may request, at the expense of the Chamber, a formal financial review and an official audit, by an independent outside auditor, of all finances related to public dollars, and the Chamber shall provide any financial documentation requested by the Town pertaining to Lodging Tax funds, and

WHEREAS, the Town and Chamber agree that a designated Town Council/Chamber Board liaison will be important to ensuring beneficial communication, feedback and support for both the Town and Chamber in the administration of this Contract and expenditure of public funds, and both entities will work together to support this liaison in their efforts, and

WHEREAS, the Town and Chamber desire to work cooperatively with each other, and other community entities and organizations, to develop economic development strategies that benefit



the community and Ridgway area, and the Chamber is committed to supporting the Town's efforts in economic development, and

WHEREAS, the Chamber desires and agrees to market and promote the community and economic development initiatives of the Town in 2019, including but not limited to: Love Your Valley Festival, Ridgway Concert Series and the Space to Create project, and

Whereas, the Town is in the process of updating the Town's Master Plan and the Chamber has been an active participant in that process in 2018 -2019, and both parties desire to work together and commence implementation items related to marketing services as a result of the plan update, and

WHEREAS, the Town's 2011 Land Use Plan includes a Goal 5: Economy, with associated policies and action items:

Goal 5: Encourage and facilitate a vibrant, diverse and sustainable local economy that reflects Ridgway's social fabric, values, and character.

Employ symbiotic regional partnerships for economic development;

Work to positively engage the Ridgway Area of Chamber of Commerce in local government conversations, meetings and workshops relative to economic development and infrastructure needs, including progressive investment in the downtown historic business district and incorporating concepts defined in the Strategic Plans for both entities.

Actively engage and participate in regional economic develop efforts such as the Strategic Economies Together effort facilitated by Region 10 and the sub-committees formed pursuant to the Ouray County "Bottom Up" Initiative, including : Economic Diversity, Community Branding, Creative District Designation, Expanding Recreational Tourism, and Broadband Initiatives.

Collaborate with Ouray County, the City of Ouray, the Chambers of Commerce, Region 10 and other appropriate development agencies on comprehensive Economic Development addressing broad issues associated with economic growth and land use in the Ridgway area.

Whereas, the parties shall strive to provide each other with timely notification via email of all meetings, events, projects and collaborations on which the parties have mutually agreed to participate on, with notices sent to:

Ridgway Town Hall
PO Box 10; Ridgway, Colorado 81432
jcoates@town.ridgway.co.us

Ridgway Area Chamber of Commerce
150 Racecourse Road; Ridgway, CO 81432
raccadmin@ridgwaycolorado.com

NOW THEREFORE, the Town and Chamber agree to the following Scope of Services for this contract.

To: Town of Ridgway
From: Ridgway Area Chamber of Commerce
Subject: 2019 Lodging Tax Budget Request
Date: Thursday, February 7th, 2019

Dear Ridgway Town Council,

The Ridgway Area Chamber of Commerce is pleased to present the following 2019 Lodging Tax Budget request. A year-end Lodging Tax P&L statement has been provided with this narrative, which reflects final 2018 Lodging Tax (LT) expenditures. The [2018 Annual Report](#) provides the narrative of our 2018 activities.

We are sharing an overall 2019 Lodging Tax budget of \$69,523. This reflects a Lodging Tax projection of \$56,000, combined with a surplus fund balance of \$13,523. The importance and structural factors that lead to annual surpluses were noted in the 2018 and 2017 year-end reports.

The 2019 budget request will serve as the operating structure for RACC's marketing plan for the coming year. It is designed to ensure that our organizational and community goals are met and that Lodging Tax funds are leveraged to their maximum potential. The execution of this budget and marketing plan will be led by the Chamber Marketing Director, staff and consultants, with support and oversight from the RACC Board of Directors, as well as continued input from local business and partners, including the Town of Ridgway.

2019 will be important year from a staffing standpoint, as we will focus on fully transitioning the Chamber's programmatic work to paid staff and contractors. With the exception of select individual projects, we will complete the transition to an advisory-focused board of directors. This is the set up that will ensure the most sustainability of quality work for the business community long-term. With this transition in mind, 2019 will be my final year in the board leadership role. Officers serve one-year terms and this will mark my third and final year in the board president role. I am excited to support this transition to ensure the long-term success of the organization.

We are proud of the progress made in 2018, highlighted in our [2018 Annual Report](#), and look forward to 2019 being another major step forward. We thank you for your partnership in supporting the Ridgway Chamber and our local business community.

Sincerely,



Colin Lacy

President, Ridgway Area Chamber of Commerce



2018 Lodging Tax Budget

Projected Available Lodging Tax Funds in 2019 = \$69,523 (\$56,000 in projected 2018 LT funds combined with \$13,523 in surplus LT funding from 2018)

This is the summary of the budget request and categories. A more detailed narrative on each category can be found below:

Online Media and Advertising, including Social Media*	\$	6,000
Print Media and Advertising*	\$	1,250
Visitor Center Operations	\$	6,500
Visitor Center Upgrades and Merchandise	\$	600
Website Upgrades and Operations	\$	3,000
Visitors Guide Fulfillment, Publishing and Content	\$	5,500
Marketing Collaboration and Networking	\$	250
Itineraries	\$	250
Staff	\$	29,500
Colorado Creative Corridor	\$	2,500
Quarterly visitor-oriented e-newsletter design/creation	\$	750
CTO off-season marketing match (including online ads)	\$	1,250*
CTO Visitor Center Redesign	\$	3,650*
Photo acquisition with photographer	\$	500
Reserve	\$	8,000
TOTAL	\$	69,500

**In addition to \$10,000 in funding from CTO for off-season marketing and advertising*

**In addition to \$15,000 in funding from CTO for the Visitor Center redesign project*

2018 Lodging Tax Budget Narrative

Print Media and Advertising (\$1,250)

We are shifting our focus away from traditional print advertising, but we will continue some advertising with regional and/or state tourism outlets. Our limited budget requires us to be discerning with our advertising, however some of the publications we will consider, include:

- San Juan Skyway Magazine
- Colorado Activities Summer Vacation Guide
- Colorado State Vacation Guide
- Colorado Life Magazine

Our goal is to continue to invest evenly across the five themes, which are meant to capture the various assets, activities and attractions that would bring a visitor to Ridgway:

- Arts & Entertainment
- Health & Wellness
- Outdoor Adventure
- Culinary Experiences
- History & Heritage

In order to continue to improve all marketing efforts, we will apply for a CTO grant to create a marketing plan for the RACC. If we are successful in applying for the CTO CRAFT Mentors grant, we will receive 50 hours of free consulting work along with \$1,000 of implementation funding.

In 2018, we successfully received a \$10,000 CTO grant to improve countywide off-peak season economic opportunities. This grant was a partnership with the OTO, which we plan to continue in 2019 by reapplying for the same grant.

Online Media and Advertising, including social media (\$6,500)

RACC will continue to devote increased attention to online marketing and social media platforms that can enable us to more effectively reach a wider audience. The \$10,000 CTO Marketing Match grant significantly increased our marketing budget. Through this grant, we will have a sponsored article, new itineraries, plus advertising on Colorado.com. In addition, we will do native advertising on Visit Colorado's Facebook page (726,000 followers) and an email campaign to CTO's out-of-state leads (250,000). All grant related activities are in partnership with OTO and focus on our off-peak season tourism opportunities.

We continue to focus attention on growing our social media platforms, which include Instagram and Facebook. Instagram will be positioned as a visitor-facing platform by using high quality images across all five marketing themes and strategic hashtags. Currently, we have 465 followers on Instagram and growing. Facebook is steadily growing at 1,530 followers, and we will continue to support local events, businesses and tourism-related opportunities on this platform.

This spring, we will launch a quarterly visitor-focused e-newsletter with our leads from GoColorado.com plus new email lead capturing features on the website. The new e-newsletter will allow us to better control content that goes to potential visitors, with an emphasis on our 5 marketing themes and off-peak season assets. Also, this allows our current weekly e-newsletter to be community focused, while dedicating the quarterly e-newsletter to visitor opportunities.

Visitors Center Operations (\$6,500)

With 4,500-6,000 visitors each year, the Visitor Center is a critical resource for presenting our community and highlighting local businesses and nonprofits. This is the basic operations funding necessary to run the Visitor Center from May through October and support are volunteer staff. A clear picture of the operation expenses of the Visitor Center can be found in the P&L.

Visitor Center Upgrades and Merchandise (\$600)

We will make small improvements to outside presentation, however it is important to note that the Visitor Center requires a full redesign. This is what led to our application to the CTO to support the redesign process, which is highlighted further down in this presentation.

Visitor Center Redesign Project \$3,650

In partnership with the Town of Ridgway, we are pleased to receive a \$15,000 grant (with a \$3,650 match) to create a strategic plan to redesign the Visitor Center and surrounding Heritage Park. This area is considered the gateway to the region, and is the first point of contact for visitors entering Ridgway from the directions of Montrose or Ouray. As the Railroad Museum started its transition to the new location, we have seen the numbers of visitors at the center dropped from ~6,000 in 2017 to ~4,500 in 2018. Grant funding will be used to hire a consulting firm to help redesign the space to meet off-peak season needs, drive visitors to explore tourism assets, adapt to the digital world of travel and better represent Ridgway's community character. This project is an exciting and significant opportunity for both the business community and community at large.

Website Upgrades and Operations (\$3,000)

RidgwayColorado.com continues to perform well has seen significant growth since 2017. Please see the 2018 for detailed analytics of this improved performance and visitation. As has been noted before, we see the RidgwayColorado.com site as a foundational asset that requires constant investment and improvement. It will be essential to ensure continual content creation and continually improve functionality and user experience. 2019 investments will include email lead capturing features (now in place) to grow our database for strategic email marketing campaigns. 2019 investments will include more rich content creation, including integration of social media assets, video/imagery as well as the ability to capture leads directly through the site (a requirement of the CTO off-season marketing grant). We will also begin to fully leverage the new CRM (CiviCRM) to better support business members and site content. This budget category also includes basic website and technology operations support, including site and email server support from our technology partner Peak Media.

Visitors Guide Fulfillment, Publishing and Content (\$5,500)

We just released the 2019 version of the combined Visitor Guide with OTO. The plan is to continue the partnership with OTO as it provides a comprehensive and complimentary guide of countywide assets. This budget category includes content creation and editing, as well as fulfillment expense. Cost includes distribution of approximately 100,000 guides across the state and beyond.

Marketing Collaboration and Networking (\$250)

This budget category will be for select conferences and events that support improved regional collaboration as well as for staff professional development and training. In 2018, our Marketing Director, Hilary Lewkowitz, received a CTO scholarship to represent

Ridgway at the Colorado Governor's Tourism Conference. Hilary presented on a panel discussion on the Creative Corridor project.

Itineraries (\$250)

Itineraries are an additional project that was started in 2018. We developed 1 and 3-day itineraries across a wide range of activities, themes and times (all five of the marketing themes). These itineraries were added to Colorado.com. Peak Media will be helping to create interactive, streamlined pages for the itineraries on RidgwayColorado.com. We look forward to the itinerary development becoming an important way to collaborate with local partners and create strong, action-oriented content for both visitors and locals, which ultimately lead to more customers for local businesses and nonprofits. These will become important assets of not only the website but the Visitors Center as well. The CTO Small Marketing Match grant included budget for new off-peak season itineraries that will be added to the Colorado.com website.

Colorado Creative Corridor (\$2,500)

In 2018, Ridgway joined four other Colorado communities in the establishment of the "Colorado Creative Corridor." This project is continuing in 2019, with another \$25,000 grant from the Colorado Tourism Office. RACC will provide \$2,500 in match funding for this effort, and the Town of Ridgway will also provide \$2,500. The partners are: Tourism Council of Carbondale; Carbondale Creative District; Salida Creative District; Chaffee County Visitors Bureau; Crested Butte Creative District; Gunnison-Crested Butte Tourism Association; Delta County Tourism Council; North Fork Creative Coalition; Ridgway Creative District; and the Ridgway Chamber.

2019 grant funding will continue on the success of this past year, which saw the following results: print brochure (with Ridgway itinerary) distributed throughout the state, earned media with estimated 142.9 million reach, plus Creative Corridor Colorado.com brand channel and social media platforms.

Staff (\$29,500)

This reflects an increase from \$25,000 in the 2018 budget request. As shared previously, our Board is thrilled to have Hilary Lewkowitz in the lead staff role as our Marketing Director. Hilary will work closely with Program Coordinator, Pamela Cannalte, and oversee the execution of our marketing plan and related projects. Meanwhile, Pamela's role will continue to focus on membership support and services, Visitor Center support and management of select projects, including our annual golf tournament.

Hilary brings nearly two decades of work in conservation and sustainable tourism development throughout Colorado, the western U.S. and around the world. She is the owner of Mountain Roots Consulting, which focuses on supporting sustainable communities through development strategy, marketing and program management. Hilary now leads the implementation of the Chamber's marketing strategy and activities, which includes new grant initiatives to boost economic activity in the off-peak tourism season.

Our broader staffing strategy is focused on using as much local expertise as possible and the RACC has developed a wonderful group of staff and consultants to help advance our mission. Our exceptional group of local consulting partners and staff now includes:

- *Marketing Director* – Hilary Lewkowitz
- *Program Coordinator* - Pamela Cannalte
- *Online Content and Storytelling Consultant* – Tanya Ishikawa
- *Visitors Center and Volunteer Coordinator* – Jeanne Robertson

- *Accounting Firm* – Middleton Accounting
- *Website and Technology Partner* -- Peak Media (Josh Gowans)
- *Media and Design Partner* – Sprout Design Studio (Nicole Green)
- *Communications and Social Media Consultant* – Ashley King-Grambley
- *Youth Ambassador* - Emma Wallin

Our staffing goal for 2019 and beyond is to transition the Chamber to an organization that is staff-led and board-advised. Increased staff capacity will enable the organization to successfully achieve its marketing plan and bring increased value to the local business community. Ultimately, all of the projects and budget categories above will only be successful with sufficient professional time and attention.

We also believe this is an issue of the proper stewardship of public funds. RACC's growing Lodging Tax receipts should be managed by paid professional staff whose career and profession is dependent on proper and effective management of that funding. It should not be executed upon by a volunteer board. The board is in place to oversee the management of that staff and funding but not to execute on the implementation of the programming. This is the most appropriate structure for an effective organization, and it will also require the appropriate budget allocation to deliver on this marketing plan.

A stronger component within the budget will also allow the organization to more successfully manage staff transitions in the future by being able to offer an increased number of hours and compensation for the opportunity.

2019 Reserve (\$8,000)

As has been discussed, the first six months of the calendar year bring limited LT funding, while at the same time represent the largest months for expenditures. It is critical to aim for a healthy reserve for 2019. This target of \$8,000 is lower than what we would ultimately like to achieve, however we have budgeted conservatively off of 2018's Lodging Tax receipts and hope and anticipate stronger visitation in 2019, ultimately allowing this reserve to be larger than currently projected.

We look forward to having in place on average monthly meetings between Chamber and Town staff in 2019, and continuing to build upon the organizational progress that was achieved in 2018.

We thank the Town Council and staff for their partnership in this important work on behalf of our local business community.



Ridgway Area Chamber of Commerce
Profit & Loss for Lodging Tax Class
 January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
Lodging Tax Income	55,836.59
Total Income	55,836.59
Gross Profit	55,836.59
Expense	
Advertising and Promotion	
Collaboration and Networking	95.17
Itineraries	131.25
Online Media and Advertising,	8,972.38
Print Media and Advertising	4,325.52
Ridgway Online Presence Prj	168.20
Visitor's Guide Fullfillment, P	3,137.50
Website Upgrades and Operations	5,727.19
Total Advertising and Promotion	22,557.21
Creative District Corridor	5,105.00
Payroll Expenses	
Staff	23,927.60
Total Payroll Expenses	23,927.60
Visitor Center Operations	
Electric	289.68
Natural Gas	322.06
Property & Liability Insurance	1,018.00
Repairs and Maintenance	800.17
Telephone and Internet	1,291.01
Trash	60.36
Volunteer Expense	2,896.02
Water Cooler	43.74
Visitor Center Operations - Other	420.53
Total Visitor Center Operations	7,141.57
Visitor Center Upgrades/Merch	582.50
Total Expense	59,313.88
Net Ordinary Income	-3,477.29
Net Income	<u>-3,477.29</u>

AGENDA ITEM #9

AGENDA ITEM #10

STAFF REPORT

Subject: Request to release two Subdivision Improvements and Lien Agreements for Trail Town Condominiums and Subdivision of Lot 26-A and Trail Town Subdivision Lot 26-B

Addresses: 140, 150, 160 Palomino Trail and 255 Hunter Parkway

Parcel #s: 430516405001, 430516405002, 430516405003, 430516405004, 430516404003, 430516404004

Zone: General Commercial

Requestor: John Peters

Date: February 6, 2019

BACKGROUND

The subject property was originally part of the Eastside Subdivision, then the Eastside Subdivision Replat, Lot 26. Lot 26 was built on, what is now known as the Trail Town Condos, then the lot was subdivided into Lot 26-A and 26-B in 2012. There are two separate but related Subdivision Improvements and Lien Agreements that need to be completed and released, one for Lot 26-A (now known as Trail Town Condominiums) and one for Lot 26-B.

Trail Town Condominiums (Lot 26-A)

The Trail Town Condominiums were platted in 2015. In coordination with this condominium subdivision, a Subdivision Improvements and Lien Agreement was recorded on 10/05/2015

at reception number 214991. Improvements were to be completed by 11/30/2015. This document was amended on 02/08/2017 – recorded at reception number 218140 and recorded on 03/15/2017. This amendment changed the completion date to 06/15/2017 for the following improvements: Site Construction, Utilities, Accessible Building Upgrades, Landscaping, Spoils removal and construction clean up, and As-Built Drawings.

Lot 26-B

Lot 26-B was further subdivided in 2012 into Lot 26-B1 and Lot 26-B2. As part of the final plat approval, a Subdivision Improvements and Lien Agreement was recorded on 07/19/2012 with improvements to be completed by 08/01/2012 and 12/01/2012. This document was amended on 02/08/2017 at reception number 218141 and recorded on 03/15/2017. This amendment changed the completion date to 06/15/2017 for private parking lot improvements, reflective markings at end of Hunter Parkway, and as-builts.

As security for both agreements, Lot 26-B2, as shown on the Trail Town Subdivision Lot 26-B Amended Plat, Recorded July 19, 2012 at Reception No. 207836, Ouray County Clerk & Recorder, State of Colorado.

The requirements of both agreements have not yet been completed, and the completion dates have passed by about 1.5 years. Staff has been working with the applicant over the past 1.5 years to urge the completion



of the final improvements. While there has been some success in that regard, some improvements, and the far-gone time to complete them, are being brought to the Town Council for consideration.

TOWN COUNCIL APPROVALS

07/11/2012 – Town Council Meeting:

Approved the Amended Plat and Subdivision Improvements Agreement for Trailtown Subdivision Lot 26B, with the conditions listed in the staff report.

08/12/2015 – Town Council Meeting:

Approved the final plat of Trail Town Condominiums,

02/08/2017 – Town Council Meeting:

Approved amending the SIA for Trail Town #26B and move the completion date to June 15, 2017.

Amended the Subdivision Improvements Agreement for Lot 26#A Trail Town Subdivision.

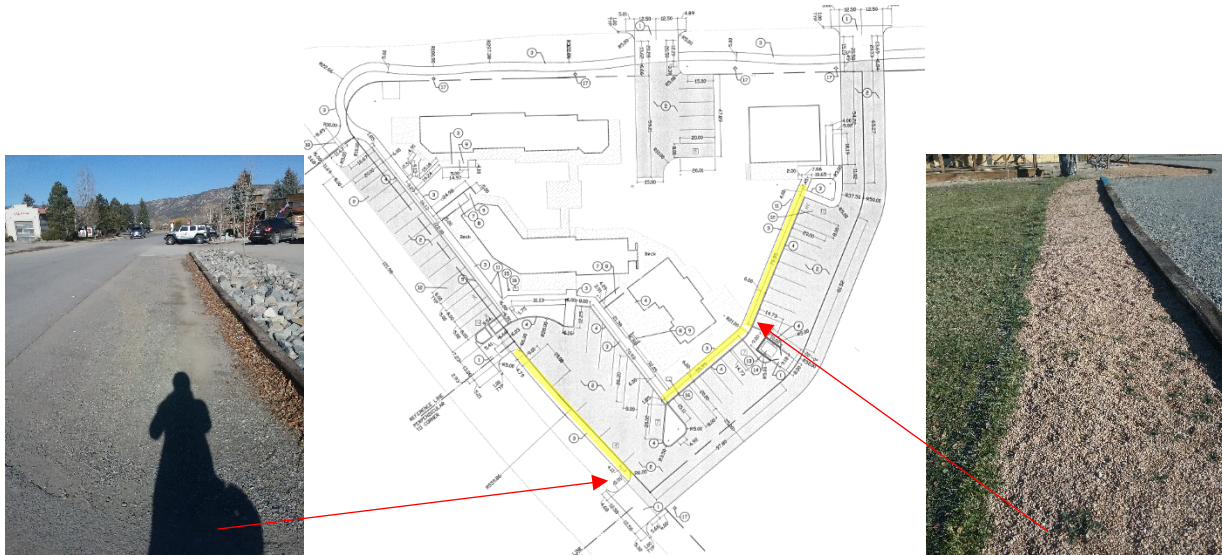
STAFF COMMENTS

Improvements are not fully complete per the expired Subdivision Improvement and Lien Agreements. Items not completed or items completed different from the agreed upon plan are outlined below. Town Council will need to approve any deviations from the agreement and/or require completion. If an improvement is not mentioned, staff felt it was complete.

Trail Town Condominiums (Lot 26-A)

The following items are incomplete and will need to be discussed:

1. Concrete curb and sidewalks per engineering plans 08/01/2015, see images below:
 - a. The concrete sidewalk and curb along Palomino Trail has not been completed. The requestor explained to staff that they made some changes due to drainage issues as they were constructing the improvements and that a sidewalk would impede this needed drainage.
 - b. The concrete sidewalk along the eastern side of the property was replaced with decomposed granite as allowed for in the plans. However, no detail was provided of this decomposed granite option in the plans nor does the Town have standard specs because these types of walks are not allowed on Town rights-of-way. Town staff has requested that weed barrier be added underneath the material and that an edge be installed.



Map showing location of sidewalks and pictures of current conditions>

2. Accessible building upgrades – Town staff has questioned the requestor as to if they need handrails and edge protection on the ADA ramps to the 140 and 150 Palomino Trail buildings. The requestor told staff they felt they met ADA standards and would submit supporting information to staff. Staff has not received supporting documentation at the time of this report.
3. As-builts – need dwg file and hard copies.
4. Relocate phone pedestal – the requestor was unable to relocate the phone pedestal. They installed a “Compact Car Parking Only” sign that should serve to keep vehicles from hitting and damaging the phone pedestal. The current Jeep rental business uses this parking space for a Jeep as seen in the picture to the right.
5. Parking lot – the parking spaces were laid out differently from the approved engineering plans but the same number of spaces have been provided.
6. Enclosure for the dumpster – constructed of metal, not wood.
7. Concrete apron – the apron on the south side is asphalt, not concrete.
8. Survey monuments – they need to be flagged or replaced.



Lot 26-B

The following items are not yet complete and will need to be discussed:

1. 3 pedestrian lights (18’ high dark skies as specified in the SIA) – three pedestrian lights were installed along Hunter Parkway but are clearly not 18’ tall, and are closer to 18” tall. See picture to the right with real to-scale normal human leg. Locations were identified on the engineering plans from the Trail Town Condominiums.
2. Sidewalk abutting Palomino Trail and Hunter Parkway – the agreement allows for the sidewalks along lots 26-B1 and 26B-2 to be completed with site development and/or Future



subdivision pursuant to Town Council approval on 07/11/2012. See note above on missing sidewalk along Palomino Trail.

Given these development agreements were thoughtfully created and agreed to quite a few years ago for required subdivision improvements in the Town Code, staff feels that it is important to carefully consider any deviations from the agreed upon Improvements Agreements. In some instances, there may be acceptable reasons for deviations or items that don't significantly impact the overall subdivision. Items such as rearranging the parking spaces but maintaining the same number of spaces, using different materials on the dumpster enclosure, and the material of the aprons seem like they meet the intent of the agreement and do not materially change what was agreed upon. However, items such as a missing sidewalk sections, placement of weed barrier and edging and much smaller pedestrian lights need careful consideration as these types of improvements, while not to be owned or maintained by the Town, can degrade or be non-functional improvements that create nuisances for overly burdened and underfunded Owners Associations, which generally translates into issues for the Town and requests to the Town to fund and maintain them.

If the Council is inclined to approve the improvements as completed and waive any existing incomplete requirement in the Improvements Agreements, Staff will need direction to draft, execute and record the SIA releases. If the Council is inclined to adhere to the requirements in the SIAs, new completion dates with any other updated terms, will be needed for Staff to draft, execute and record amendments to the SIAs.

As security, Lot 26-B2 may remain encumbered by both SIAs.

ATTACHMENTS

Trail Town Condominiums and Subdivision of Lot 26-A

- Subdivision Improvements and Lien Agreement, recorded 10/05/2015 at reception number 214991
- First amendment to Subdivision Improvements and Lien Agreement, recorded 03/15/2017 at reception number 218140

Trail Town Subdivision Lot 26-B

- Subdivision Improvements and Lien Agreement, recorded 07/19/2012 at reception number 207835
- First amendment to Subdivision Improvements and Lien Agreement, recorded 03/15/2017 at reception number 218141

SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS AGREEMENT is entered into between Trail Town Partners, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to a Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town) pursuant to the Subdivision Regulations of the Town.

WITNESSETH:

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as Trail Town Condominiums, a Colorado Condominium Common Interest Ownership Community and Subdivision of Lot 26-A, Trail Town Subdivision as follows:

- 1. The Subdivider agrees to cause the below listed improvements to be constructed and completed in accordance with the preliminary and final plats and other plans and documents, as approved by the Town, and in accordance with the applicable design and construction standards of the Town's Subdivision Regulations, including the Town's Road Specifications, and shall cause such improvements to be completed by the date specified below. The street light shall be constructed in compliance with the requirements of the affected public utility and Town specifications. "As built" plans and drawings shall be submitted upon completion. All improvements shall be designed and constructed in accordance with good engineering practices.

<u>Improvement</u>	<u>Completion Date</u>	<u>Estimated Cost to Complete</u>
Site Construction*	11/30/2015	\$113,509
Utilities	11/30/2015	\$5,350
Accessible Building Upgrades	11/30/2015	\$1,750
Landscaping	11/30/2015	\$3,150
Spoils Removal and Construction Clean Up	11/30/2015	\$500
10% Contingency	11/30/2015	\$12,216
As-Built Drawings (dwg file and Paper or PDF)	11/30/2015	\$500

**Required improvements include earthwork, concrete sidewalk removal, subgrade and roadbase, concrete approach, concrete curb, sidewalks, wood decking, compaction, relocate phone pedestals, trees planting, spoils removal and clean-up all in conformance with engineered plans approved by the Town and dated 08/01/2015.*


- 2. As security to guarantee the proper construction and acceptance of the above public and private improvements by the completion date specified, Subdivider hereby grants, bargains and conveys to the Town a lien, prior to all mortgages, deeds of trust, liens and encumbrances other than the lien for

general ad valorem taxes upon the following described property situated in
Town of Ridgway, Ouray County, Colorado:

Lot 26-B2, Trailtown Subdivision Lot 26-B Amended Plat, Recorded
July 19, 2012 at Reception No. 207836, Ouray County Clerk &
Recorder, State of Colorado.

Such lien may be foreclosed in any lawful manner as a mortgage or otherwise, and the Town shall be entitled to recover all its costs and reasonable attorney's fees, if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs estimated to complete the improvements together with costs of collection including attorney's fees, to the County Treasurer, as a delinquent water, sewer or other charge, to be collected against the above described property similarly as taxes are collected.

3. Subdivider may obtain a partial release of the lien for any lot by paying the Town 150% of the cost to complete uncompleted improvements necessary to serve that lot, to be held in an escrow account. Funds in the account will be returned to the Grantor for those improvements completed when the improvements are approved by the Town; and a complete set of "as built" plans are delivered to the Town. Such funds may be used by the Town to complete improvements not completed as required by Town Subdivision Regulations or this Agreement.
4. When Subdivider has completed any or all of the required improvements, Subdivider shall submit, when required, "as built" drawings and request the Town or affected utility to inspect such improvements for proper completion. If the Town or affected utility determines that the improvement or improvements have been completed in accordance with the requirements of this Agreement and the Town's Subdivision Regulations, it shall certify such, in writing, and the applicable portion of the security for the completed improvements may be released. Subdivider shall repair or replace any improvement which is defective or fails within 2 years of the Town's certificate of acceptance. Private improvements shall be properly maintained thereafter by the lot owners and owner's association.
5. This Agreement shall be binding upon the heirs, successors and assigns of the Subdivider or the Town, provided that Subdivider may not assign this Agreement without express written consent of the Town. This Agreement shall be a covenant running with the land as described above.
6. This Agreement may be enforced by the Town in any lawful manner, and the Town may compel the Subdivider to adhere to the agreement by an action for specific performance or an injunction in any court of competent jurisdiction. Subdivider understands that no water or sewer taps or building or

(SEE ATTACHED) 

The foregoing instrument was acknowledged before me this _____ day of
_____, 2015, by Mel Herman, Managing Partner of Trail Town
Partners , LLC.

Witness my hand and official seal.
My commission expires:

(SEAL)

Notary _____
Address _____

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

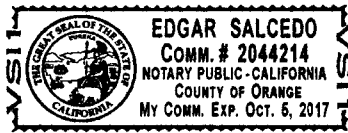
On SEPTEMBER 08, 2015 before me, Edgar Salcedo, Notary Public
(Here insert name and title of the officer)

personally appeared MELVIN M. HERMAN, JR
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Subdivision improvements and
(Title or description of attached document)
lien agreement
(Title or description of attached document continued)
Number of Pages 4 Document Date 9/08/2015

CAPACITY CLAIMED BY THE SIGNER
☒ Individual (s)
☒ Corporate Officer
MANAGER
(Title)
☐ Partner(s)
☐ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

218140
 Page 1 of 1
 Michelle Nauer, Clerk & Recorder
 Ouray County, CO RP \$0.00
 03-15-2017 02:44 PM Recording Fee \$13.00

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS FIRST AMENDMENT is entered into between, Trail Town Partners, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town). That Subdivision Improvements and Lien Agreement (SIA) entered into between the parties and recorded at Reception #214991 in the Ouray County Records on 10/05/2015, for Trail Town Condominiums and Subdivision of Lot 26-A, is hereby amended to:

Change the completion date to June 15, 2017, for the following improvements:
 Site Construction, Utilities, Accessible Building Upgrades, Landscaping, Spoils removal and construction clean up, and As-Built Drawings

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 10th day of March, 2017.

TOWN OF RIDGWAY, COLORADO

By [Signature] Mayor

ATTEST:

[Signature]
 Town Clerk

Trail Town Partners, LLC

By [Signature]
 Managing Partner
 JOHN E. PETERS

STATE OF COLORADO)
) ss.
 COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 10th day of March, 2017, by John Clark, Mayor and Pam Kraft, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.
 My commission expires May 19, 2020
WANDA TAYLOR
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID #20004014980
 My Commission Expires May 19, 2020

STATE OF COLORADO)
) ss.
 COUNTY OF OURAY)

Notary Wanda Taylor
 Address 55 Valley View Rd
Ridgway, CO 81432

The foregoing instrument was acknowledged before me this 10th day of March, 2017, by John Clark, Managing Partner of Trail Town Partners, LLC, and John E. Peters, Managing Partner of Trail Town Partners, LLC.

Witness my hand and official seal.
 My commission expires May 19, 2020
WANDA TAYLOR
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID #20004014980
 My Commission Expires May 19, 2020

Notary Wanda Taylor
 Address 55 Valley View Rd
Ridgway, CO 81432

SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS AGREEMENT is entered into between Trail Town Partners, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to a Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town) pursuant to the Subdivision Regulations of the Town.

WITNESSETH:

The Subdivider agrees that in consideration of receiving final plat approval from the Town for the Subdivision known as Trail Town Subdivision Lot 26-B Amended Plat as follows:

- 1. The Subdivider agrees to cause the below listed improvements to be constructed and completed in accordance with the preliminary and final plats and other plans and documents, as approved by the Town, and in accordance with the applicable design and construction standards of the Town's Subdivision Regulations, including the Town's Road Specifications, and shall cause such improvements to be completed by the date specified below. The street light shall be constructed in compliance with the requirements of the affected public utility and Town specifications. "As built" plans and drawings shall be submitted upon completion. All improvements shall be designed and constructed in accordance with good engineering practices.

<u>Improvement</u>	<u>Completion Date</u>	<u>150% Estimated Costs to complete</u>
3 Pedestrian Lights (18' high dark skies)	*	\$13,500
Sidewalk abutting Palomino and Hunter	*	\$53,850
Private Parking lot improvements	12/01/2012 **	\$4,905
Reflective Markings at end of Hunter Pkwy	08/01/2012	\$250
Monuments	Completed	
As- Builts	Upon completion of improvements	

** Pedestrian lights to be installed coincident with sidewalk improvements; Sidewalk along Lots 26-B1 and 26-B2 to be completed coincident with site development and/or future subdivision pursuant to Town Council approval on July 11, 2012.*

***Private parking lot improvements to be completed by 12/01/2012 unless onsite improvements on Lot 26A are completed prior.*

- 2. As security to guarantee the proper construction and acceptance of the above public and private improvements by the completion date specified, Subdivider hereby grants, bargains and conveys to the Town a lien, prior to all mortgages, deeds of trust, liens and encumbrances other than the lien for general ad valorem taxes upon the following described property situated in Town of Ridgway, Ouray County, Colorado:

Lot 26-B2 Trail Town Subdivision Lot 26-B Amended Plat

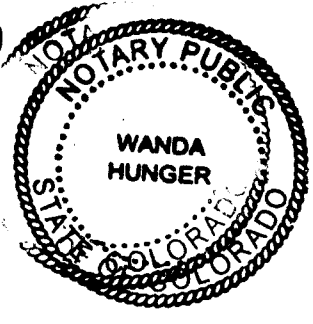
Such lien may be foreclosed in any lawful manner as a mortgage or otherwise, and the Town shall be entitled to recover all its costs and reasonable attorney's fees, if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs estimated to complete the improvements together with costs of collection including attorney's fees, to the County Treasurer, as a delinquent water, sewer or other charge, to be collected against the above described property similarly as taxes are collected.

- 3. Subdivider may obtain a partial release of the lien for any lot by paying the Town

Witness my hand and official seal.

My commission expires: 5/19/2016

(SEAL)



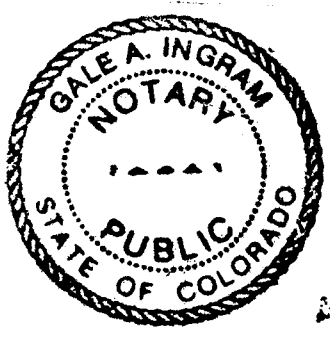
Wanda Hunger
Notary 55 Valley View Rd
Ridgway, Co 81432
Address

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 11th day of July, 2012, by Ned Bosworth, Managing Partner of Trail Town Partners, LLC.

Witness my hand and official seal.
My commission expires: ~~My Commission Expires October 4, 2015~~

(SEAL)



Gale A. Ingram
Notary
117 CRS Ridgway, CO
Address

218141
 Page 1 of 1
 Michelle Nauer, Clerk & Recorder
 Ouray County, CO RP \$0.00
 03-15-2017 02:44 PM Recording Fee \$13.00

FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

THIS FIRST AMENDMENT is entered into between, Trail Town Partners, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town). That Subdivision Improvements and Lien Agreement (SIA) entered into between the parties and recorded at Reception #207835 in the Ouray County Records on 07/19/2012, for Trail Town Subdivision Lot 26-B Amended Plat, is hereby amended to:

Change the completion date for the "Private parking lot improvements", "Reflective Markings at end of Hunter Parkway", and As-Builts to June 15, 2017.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 10th day of March, 2017.

TOWN OF RIDGWAY, COLORADO

By [Signature] Mayor

ATTEST:

[Signature]
 Town Clerk

Trail Town Partners, LLC

By [Signature]
~~Mel Herman~~, Managing Partner
John E. Peters

STATE OF COLORADO)
) ss.
 COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 10th day of March, 2017, by John I. Clark, Mayor, and John E. Peters and Pam Kraft, Town Clerk of the Town of Ridgway, Colorado.

Witness my hand and official seal.

WANDA TAYLOR
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID #20004014980
 My Commission Expires May 19, 2020

Notary Wanda Taylor
 Address 55 Valley View Rd
Ridgway, CO 81432

AGENDA ITEM #11

Town of Ridgway Emergency Operations Plan



February 2019

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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 _____, 2019.

TOWN OF RIDGWAY, COLORADO TOWN COUNCIL

John Clark, Mayor

Vote:	John Clark, Mayor	Aye	Nay	Abstain	Absent
	Eric Johnson, Mayor Pro-Tem	Aye	Nay	Abstain	Absent
	Robb Austin	Aye	Nay	Abstain	Absent
	Ellen Hunter	Aye	Nay	Abstain	Absent
	Ninah Hunter	Aye	Nay	Abstain	Absent
	Tim Malone	Aye	Nay	Abstain	Absent
	Tom Heffernan	Aye	Nay	Abstain	Absent

Attest: _____
Pam Kraft, Town Clerk

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 and fitting their 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 ext. 212
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 may be updated every 5 years with the participation of 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 REVISED	CHANGE OR UPDATE	PAGE REVISED	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), Ridgway Town Clerk's Office (201 N. Railroad Street), and the Ouray County Emergency Manager's Desk (541 4th 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 plan Annexes address 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 emergency response operations within Town boundaries with support from the Ouray County Sheriff's Office, Ouray County Emergency Medical Services (EMS), Ouray County Emergency Management, 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 municipal and county governments, private and volunteer organizations, and state and federal governments.

✿ Within the Town of Ridgway, emergency response functions may be provided by the following agencies:

- Town of Ridgway: Administration, Marshal, Clerk, Public Works, Planning and Building/ Community Development Offices
- 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
- Colorado Department of Transportation
- Colorado Parks and Wildlife
- Office of Homeland Security and Emergency Management
- San Miguel Power Association
- Black Hills Energy
- Regional Dispatch Center

- 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 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 Mitigation Plan
- ✿ Town of Ridgway Incident Command System 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
- ✿ City of Ouray Emergency Operations 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.**

AUTHORITIES

Federal

- ✿ Americans with Disabilities Act
- ✿ Robert T. Stafford Disaster Relief And Emergency Assistance Act And Amendments (Public Law 93-288)
- ✿ Post Katrina Reform Act
- ✿ 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)
- ✿ PETS ACT 2006
- ✿ Homeland Security Presidential Directive 8, National Preparedness (PPD-8)
- ✿ Plain Language Guidance
- ✿ Homeland Security Act and Information Sharing Act 202
- ✿ 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, _____
- ✿ Adoption of the Ouray County 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.
- ✿ All aspects of a community (e.g., volunteer, faith, access and functional needs, local governments and community-based organizations; other non-governmental organizations (NGOs); and the private sector) may be needed to effectively plan, respond, and recover from a major 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 Uncompahgre, 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. The Town has two primary water sources originating at the northern aspect of the San Juan Mountains. The Town has one primary storage reservoir on Miller Mesa, Lake Otonowanda.

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 and Ouray County is based on the construction industry and 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 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/km²). 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. Going into 2019, the Town of Ridgway reports a population of over 1000 residents.

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.

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;
- ✿ Cottonwood Creek represents the most significant area for flooding with numerous houses situation along the creek area;
- ✿ The most serious flood 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. Ridgway's primary roads are more straight; however any haz mat release in town would be very close to many people. 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, and in some areas damage structures.

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 as well as interrupt water and sewer utility systems for the Town.

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.
- ✿ While no mining activity is within the Town of Ridgway, 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 were 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;
- ✿ Ridgway may be subject to significant settling of smoke during a wildfire event;

Windstorm

- ✿ Past damages from windstorms have typically included blown down trees and power poles, and damage to roofs. Blown-down trees have fallen on structures and vehicles within the Town of Ridgway. Strong winds can also blow loose rocks off cliffs and steep slopes in the County, creating a rockfall hazard. The highest hazard in Ridgway is on Highway 550.

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 include:

- ✿ 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 collection lines and wastewater treatment plants
- ✿ Telephone facilities
- ✿ Transportation routes

MITIGATION CAPABILITIES

The Town of Ridgway has limited response and recovery capabilities due to town size, population, location from major municipalities where mutual aid is readily available, areas with limited access and limited emergency responder personnel, geographical and topographical location. 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>. In general, the Town has relied on the Ouray County Sheriff and/or Emergency Manager to deliver these messages.

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 and Email

The town utilizes the Town website, Facebook and Vertical Response (an email listserv) 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/> and
<https://www.colorado.gov/pacific/ridgway/news/stay-informed-sign-town-emails>.

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. The Town of Ridgway also has a GIS database that can be accessed and utilized upon request.

CONCEPT OF OPERATIONS

This document is based on 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 is either confined to the municipal capability, or 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;
- ✿ Sound management of costs and expenses incurred for any incident.

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 are 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 left 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 Marshal, 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 Marshal 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 or 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 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 Ridgway 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. This group may be asked to collaborate with Ouray County, City of Ouray, or Regional Policy Groups or a mixture of any or all.

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. 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"> ICS-100 ICS-200 ICS-300 ICS-400 IS-700 IS-800 G-191 (ICS/EOC Interface) 	<ul style="list-style-type: none"> Position-specific ICS courses (based on individual assignment or expected assignment) E/L-947 Emergency Operations Center (EOC) – Incident Management Team (IMT) Interface Course Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal Training)
3	<ul style="list-style-type: none"> ICS-100 ICS-200 ICS-300 ICS-400 IS-700 IS-800 	<ul style="list-style-type: none"> Position-specific ICS courses (based on individual assignment or expected assignment) G-191 E/L-947 Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal training)
4	<ul style="list-style-type: none"> ICS-100 ICS-200 IS-700 	<ul style="list-style-type: none"> Position-specific ICS courses (based on individual assignment or expected assignment) Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal training)
5	<ul style="list-style-type: none"> ICS-100 IS-700 	<ul style="list-style-type: none"> Position-specific ICS courses (based on individual assignment or expected assignment) Training based on jurisdiction risk and/or specific interest (see Appendix A for sources of Federal training)

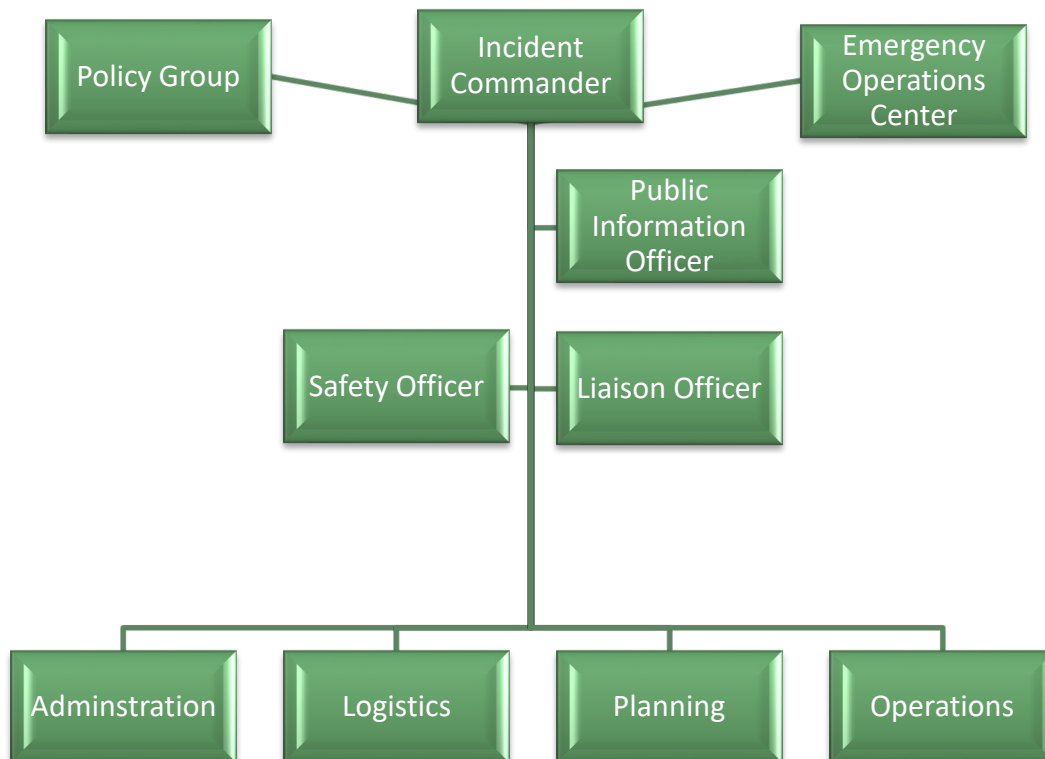
Source: National Incident Management System: Training Program September 2011 by: U,S, Department of Homeland Security

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 a Town of Ridgway Emergency or Disaster 1. Responsibilities can be delegated 2. 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	S
Town Manager (Also PIO)	S	S	S	S	S	L	S	L	S	S	L	S	S	S	L
Administrative Staff and Town Clerk	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Town 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 or Town Planner	S	S	S	S	S	S	S	S	S	S	S	S	S	L	S
Town Marshal	S	L	S	L	L	S	L	S	L	L	S	S	L	S	S
Public Works Administrator	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
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 bottlenecking 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 Emergency Operations Center can be activated at the request of:

- ✿ Incident Commander (IC) of any incident
- ✿ Town Manager
- ✿ Emergency Manager
- ✿ 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
Level 1	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.
Level 2	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.
Level 3	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.
Level 4	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 are 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, etc.)

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 Colorado 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 gets 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 until 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 necessarily 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.

INFORMATION COLLECTION, ANALYSIS AND DISSEMINATION

During an emergency, a well-defined, operational information collection capability is essential. Information collection provides situational awareness to leadership and promotes informed decision making. Accordingly, the Town will develop a process to collect, analyze, and disseminate information during an emergency to both internal and external response partners as well as the public.

Information Collection

Information will be collected from a variety of sources. Per ICS, the Planning Section at each operational location will be charged with collecting information. The following lists a few examples of potential sources of operational information:

- On-scene responders
- ICS 214- Activity Logs
- Town or County departments
- Public agencies and non-governmental organization partners
- Television, radio, and print media
- Social media
- Victims of the emergency or the general public
- Subject matter experts

Analyze Information

After information has been collected, it must be analyzed to determine its operational relevance. Emergency management personnel (or Planning Section personnel, if the EOC is activated) will analyze information that is received and prepare intelligence reports for leadership.

Media Monitoring and Rumor Control

During an emergency, the potential for dissemination of false or misleading information is high. This can lead to operational difficulties for responders and confusion among the public. Misleading information can be produced from several sources including television, radio, print, and especially, social media. Accordingly, the Town will establish a media monitoring and rumor control element in its Joint Information Center (JIC) (if activated) or EOC.

Media monitoring will be conducted in close coordination with the Town's public information partners such as the City of Ouray, County or Ouray or Regional Partners.

Dissemination

Message dissemination is categorized into internal messaging and public messaging. Internal messaging refers to messages crafted for responders and partners, while public messaging refers to messages crafted for public dissemination.

Internal Messaging

Public information representatives in the JIC (if activated) or EOC will assist in conveying information as necessary to the Policy Group. Additionally, the Planning Section will maintain and update an Incident

Action Plan (IAP), which will contain critical information and intelligence updates for responders and partners.

Other methods of internal information dissemination include Town-wide emails and WENS messages.

Public Messaging

Various methods of public information dissemination are available. The decision to use a particular medium will be based on the urgency of information and the intended audience. Some methods of distribution include:

- Press releases
- Press conferences
- Website updates
- Email updates
- Print or radio
- Social media updates
- WENS and Code Red?

To ensure one consistent and accurate voice, all public information releases will be coordinated through the JIC.

Public Information and Warning

The Town of Ridgway will follow the concepts of Operations within the Ouray County Public Information and Warning Plan until the City can develop one of its own. The purpose of this plan is to set forth the warning procedures and capabilities to be employed in the event of a large-scale emergency in Ouray County. This plan is developed as an integral part of the Ouray County Emergency Preparedness Plan; however, it is also designated to stand alone as Ouray County's Warning Plan. This plan is annexed as Annex A.

ADMINISTRATION, FINANCE AND LOGISTICS

The town will develop a Disaster Finance Plan which will outline:

Administration

- Authorities and policies for reassignment of employees from normal to emergency duties
- Summary of policies for Worker's Comp
- Summary of policies for Insurance
- Summary of process for time keeping
- Summary of process for records retention
- Summary of policies and process for use of volunteers

Finance

- Authorities and policies for disaster spending, procurement and contracting
- Summary of process for emergency procurement and spending
- Summary of process for emergency contracting
- Summary of process for contracting land use agreements
- Summary of process for tracking disaster costs
- Summary of process for establishing burn rates
- Summary of process for disaster reimbursement
- Summary of process for financial record retention
- Reference to Finance Management Plan

Logistics

- Authorities and policies for Mutual-aid or Regional-aid agreements
- Summary of identification of Resource Gaps based on defined Threats/ Hazards (Capability Assessment Gap Analysis)
- Summary of Mutual-aid Agreement procedures, processes and review
- Summary of processes for Resource Ordering, tracking, demobilization to include local, state and private sectors
- Summary of process for identifying specialized resources
- Reference to Resource Management Plan

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 the 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. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
8. In the case of displacement from Town Hall, the Ridgway 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. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
24. 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 training every two years 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, as needed and requested;
2. Draft and/or review emergency contracts, memoranda of understanding and inter-governmental agreements, as needed and requested;
3. Preparation of legal documents (disaster declarations, resolutions or regulations required to facilitate emergency operations) , as needed and requested;
4. Assist with Emergency Operations, as needed and requested;
5. Development and maintenance of standard operating procedures (SOP's), as needed and requested;
6. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities, as needed and requested;

7. 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, as needed and requested;;

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. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities.
51. Development and maintenance of Continuity of Government/Continuity of Operation Plans;
52. 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 Marshal's 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. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
8. 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)/ Public Works Services Administrator

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 Town of Ridgway and/or 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. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
7. Development and maintenance of standard operating procedures (SOP's). (Finance and Risk Management);
8. 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. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities.
6. Assist in developing, maintaining, updating, and implementing the Continuity of Operations Plan (COOP);
7. 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. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
9. Development and maintenance of standard operating procedures (SOP's).

Town of Ridgway Public Works Department

(ESF #1, #3, #12, Lead)

1. Restoration of public facilities, services, utilities (Facilities);
2. Development and maintenance of standard operating procedures (SOP's);
3. Provision of transportation services in support of emergency response and recovery efforts (e.g., movement of Town personnel, equipment, signage and supplies to designated staging areas);
4. 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;
5. Provision of personnel and heavy equipment in support of search and rescue operations;
6. Provision of personnel, equipment, supplies and materials for flood control and flood hazard mitigation measures;
7. Restoration of damaged Town roads and bridges and other related infrastructure;
8. 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);
9. 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;
10. Maintenance of departmental ability to manage response and recovery support operations using command and management principals as outlined in the National Incident Management System;
11. Provide resources to responders (i.e.: assist fire department in obtaining water when needed or other provisions requested, etc.);
12. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
13. Development and maintenance of Continuity of Government/Continuity of Operation Plans;
14. 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.

Town Planner

(Report to Emergency Operations Center if requested; ESF #14 lead)

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. Consider Access and Functional Needs (AFN) issues so that planning, response and recovery efforts support the needs of people with disabilities;
9. Development and maintenance of standard operating procedures (SOP's), Continuity of Government (COG) and Continuity of Operations Plans (COOP).

Town Planner'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 to provide 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.

Ouray Police Chief 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 if requested)

1. May serve as ESF #11 lead if requested;
2. Must be requested by ESF #8 lead.

Colorado Department of Transportation

(Report to ESF#?? if requested)

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

(Report to ESF#?? if 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.

Colorado State Patrol

(Report to ESF #13 if 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 ESF#?? when requested)

1. Dispatches all 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 ESF#?? 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 in requested)

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

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.

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](#).

1. Mayor
2. Mayor Pro Tem
3. Any duly elected member of the Town Council
4. Town Manager

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.

Each Town of Ridgway department head and Town elected official shall work within the framework established by the Town of Ridgway emergency operations plan.

General Responsibilities

The head of each Town department and Town elected office, as appropriate, shall:

1. Be prepared to respond adequately to all emergency or disaster events.
2. Consider potential emergency or disaster events in the conduct of his or her regular functions, particularly those functions essential in time of emergency.
3. 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:
 - a. Development of a system of emergency actions that defines alternatives, processes, and issues to be considered during various stages of emergency or disaster event;
 - b. Identification of actions that could be taken in the early stages of an emergency or disaster event to mitigate the impact of or reduce significantly the lead times associated with full emergency action implementation.
4. Identify areas where additional legal authorities may be needed to assist management and notify the Town Manager of those authorities.
5. Coordinate with State and local government agencies and other organizations, including private sector organizations, when appropriate.
6. Cooperate, to the extent appropriate, in compiling, evaluating, and exchanging relevant data related to all aspects of emergency or disaster events.
7. Ensure that plans consider the consequences for essential services provided by the Town if the flow of State and/or Federal funds is disrupted.

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.

Resource Management

The head of each Town department and each Town elected official, as appropriate within assigned areas of responsibility, shall:

1. Develop plans and programs to mobilize personnel, equipment, facilities, and other resources.
2. Assess essential emergency requirements and plan for the possible use of alternative resources to meet essential demands during and following emergency or disaster event.
3. Prepare plans and procedures to share between and among the responsible agency 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.

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:

1. 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.
2. 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 every 5 years 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 #12

AGENDA ITEM #13

RESOLUTION NO. 2019-01

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY AMENDING
ORDINANCE 2018-07, WHICH PROHIBITS THE USE OF CERTAIN PLASTIC BAGS IN THE TOWN OF
RIDGWAY, TO CHANGE THE IMPLEMENTATION DATE FROM MARCH 1, 2019 TO JUNE 1, 2019**

WHEREAS, the Town Council adopted Ordinance 2018-01 on December 12, 2018 establishing an implementation date of March 1, 2019 in Ridgway Municipal Code Section 12-3-2; and

WHEREAS, the Town Council has been working on community outreach and information gathering regarding the impacts of the ordinance on local businesses; and

WHEREAS, the Town Council discussed the implementation date at the regular meeting of the Town Council on January 9, 2019; and

WHEREAS, the Town Council desires to change the implementation date from March 1, 2019 to June 1, 2019 to provide additional time for businesses to comply with the terms of the ordinance.

**NOW, THEREFORE, THE TOWN OF RIDGWAY, BY AND THROUGH ITS TOWN COUNCIL
AMENDS THE IMPLEMENTATION DATE OF ORDINANCE 2018-07 FROM MARCH 1, 2019 TO JUNE 1,
2019.**

Adopted this 13th day of February 2019.

TOWN OF RIDGWAY, COLORADO

By: _____
JOHN CLARK, Mayor

ATTEST:

By: _____
PAM KRAFT, Town Clerk

AGENDA ITEM #14

AGENDA ITEM #15

ORDINANCE NO. 2019-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, AMENDING SECTION 2-1-4 OF THE RIDGWAY MUNICIPAL CODE REGARDING COMPENSATION TO MEMBERS OF THE RIDGWAY TOWN COUNCIL

WHEREAS, The Town Council of the Town of Ridgway adopted the 2019 Fiscal Year Budget on December 12, 2018; and

WHEREAS, the 2019 Fiscal Year Budget provides for compensation of the Town Council; and

WHEREAS, the compensation amounts were last set in 2008 with Ordinance 2008-02, and prior to that, in 1999; and

WHEREAS, the rigors and demands placed upon the Town Council continue to increase as Ridgway is a growing community and the Town Council expends considerable time addressing matters involving policy formulation, land use, infrastructure needs and capital planning; and

WHEREAS, the Town Council approved an increase in 2019 to the compensation for members of the Ridgway Town Council and the Ridgway Planning Commission, and the compensation of the Planning Commission does not require action by ordinance; and

WHEREAS, the compensation as provided to the Town Council, while a modest sum considering the demands and commitments as placed upon those who serve, is more of an expression of the overall appreciation for these valuable services and commitments of these individuals.

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

SECTION 1.

Section 2-1-4 of the Ridgway Municipal Code is amended to read as follows:

The Mayor shall be paid \$400 per month and each Councilor shall be paid \$250 per month.

SECTION 2.

Effective Date and Duration. Pursuant to Article III, Section 3-7 of the Charter, this Ordinance shall take effect 30 days following adoption. The rates provided for herein shall be effective as of the effective date of contract rate changes.

SECTION 3.

Publication of Notice. Pursuant to Article III, Section 3-8 of the Charter, the Town Clerk shall publish this Ordinance by title upon adoption by the Town Council.

SECTION 4.

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

INTRODUCED before the Town Council of the Town of Ridgway, Colorado on the 13th day of February, 2019.

**TOWN OF RIDGWAY, COLORADO,
A HOME-RULE MUNICIPALITY**

By _____
John I. Clark, Mayor

ATTEST:

Pam Kraft, MMC, Town Clerk

Approved As to Form:

BO JAMES NERLIN, Town Attorney

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Ridgway, Colorado, this 13th day of March, 2019.

**TOWN OF RIDGWAY, COLORADO, A HOME-
RULE MUNICIPALITY**

By _____
John I. Clark, Mayor

ATTEST:

Pam Kraft, MMC, Town Clerk

Approved As to Form:

BO JAMES NERLIN, Town Attorney

CERTIFICATE OF TOWN CLERK

The foregoing Ordinance was introduced at a meeting of the Ridgway Town Council on February 13, 2019, published by title and posted thereafter, and adopted by the Ridgway Town Council on March 13, 2019.

(SEAL)

Pam Kraft, MMC, Town Clerk

AGENDA ITEM #16



PROFESSIONAL SERVICES AGREEMENT: Ridgway Building Code Review and Update

THIS AGREEMENT is entered into as of this _____ day of _____, 2019, by and between the Town of Ridgway, State of Colorado, hereinafter referred to as "Town" and Colorado Code Consulting, LLC, hereinafter referred to as "Contractor".

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. SCOPE OF SERVICES

Contractor agrees to perform services in accordance with the Scope of Consulting Services attached hereto as Exhibit "A" and incorporated herein by this reference.

2. TIME OF COMPLETION

The services to be performed pursuant to this Agreement by Contractor consist of the fabrication of items as described in Exhibit A and shall be initiated upon execution of this Agreement, shall be pursued with due diligence thereafter, and shall be completed by September 30, 2019.

3. PROFESSIONAL RESPONSIBILITY

Contractor shall be responsible for the professional quality, timely completion and coordination of all services as outlined in Exhibit A and shall without additional compensation promptly remedy and correct any errors, omissions or other deficiencies. Contractor is solely responsible for the timing, means and methods of performing the work. Contractor shall meet or exceed industry standards applicable to the services and shall provide for all training and education needed and provide all tools necessary to perform the services. Contractor shall comply with all applicable laws.

4. RELEASE AND INDEMNIFICATION

Contractor hereby waives any claims for damage to Contractor's property or injury to Contractor's person against the Town, its officers, agents and employees arising out of the performance of the services under this Agreement. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the Town, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom Contractor is responsible. The Contractor shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the Town.



5. **PAYMENT**

In consideration of the proper performance of the Contractor's services, Town agrees to pay the Contractor at the **rate of \$135.00/hour up to a maximum cost of \$4,218.75** for time expended by Contractor's principals, billable in *¼ hour increments*. In addition, the Town and Contractor have agreed to in-person meetings at a rate of \$135/hour up to a maximum of \$1,500 for such in-person meetings, which may be in addition to the base work and maximum cost of \$4,218.75. **With the addition of in-person meetings, the maximum total cost of the project is \$5,718.75.** Contractor may complete similar work for other local governments in the region in 2019. Town and Contractor recognize that such added work will result in a cost savings to the Contractor and Contractor agrees to pass along any such savings to the Town.

Payment shall be made upon itemized monthly billing statements allowing for 30 days processing time by the Town. Contractor is not entitled to reimbursement for supplies, materials or expenses without the prior approval of the Town Manager.

6. **INSURANCE AND WORKER'S COMPENSATION**

Contractor shall obtain statutorily required Worker's compensation insurance to cover Contractor's employees and provide the Town a certificate of such insurance. Contractor hereby agrees to release, waive, save, hold harmless, defend and indemnify the Town, its officers, agents or employees on account of any claims arising under the Worker's compensation laws of the State of Colorado on behalf of Contractor or any of Contractor's employees, subcontractors or subcontractor's employees.

7. **TOWN REPRESENTATIVE**

The Town hereby designates its Town Manager, or her designee as its representative and authorizes her to make all necessary and proper decisions with reference to this Agreement.

8. **INDEPENDENT CONTRACTOR**

The services to be performed by the Contractor are those of an independent contractor and not as an employee of the Town. As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided by the independent contractor nor to unemployment insurance benefits. The Contractor is obligated to pay all federal and state income tax on any moneys paid pursuant to this Agreement.

9. **ASSIGNMENT**

This Agreement may not be assigned nor subcontracted by either party without the written consent of the other party.

10. **SUBCONTRACTS:**

A Subcontractor is a person who has a contract with the Contractor to perform any of the Work.

Unless otherwise specified in this Agreement or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Town



in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement.

11. **SEPARATE CONTRACTS AND OWNER WORK:**

The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site or to perform such work itself.

12. **TIME**

If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Town may determine justifies the delay, then the Town may extend the Contract Time by written Change Order.

13. **BREACH AND TERMINATION**

All terms and conditions of this Agreement are considered material and failure to perform any of said conditions on be considered a breach of this Agreement. In such event, either party may notify the other of the breach, in which case there shall be a thirty day opportunity to cure the breach, except for failure to provide service which must be corrected within 3 days. If the breach is not cured the non-breaching party may have recourse to any and all remedies provided by law, including damages, specific performance, and termination of the contract.

14. **CONTRACTOR'S OFFICE**

Contractor shall maintain its own office, utilize Contractor's own office equipment and supplies and shall keep the Town advised of Contractor's office address, mailing address and telephone number.

15. **PROTECTION OF PERSONS AND PROPERTY AND RISK OF LOSS:**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or elsewhere. Contractor shall bear all risk of loss to the work, or materials or equipment for the work due to fire, theft, vandalism, or other casualty or cause, until the work is fully completed and accepted by the Owner. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly



employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

16. **MISCELLANEOUS**

Contractor shall comply with all laws, ordinances, rules and regulations relating to the performance of this Agreement, use of premises and public places and safety of persons and property.

17. **DATE**

This Agreement is dated _____, 2019.

18. **ILLEGAL ALIEN PROVISIONS REQUIRED BY COLORADO REVISED STATUTES 8-17.5-102, AS AMENDED.**

The following provisions are required by Colorado Revised Statutes §8-17.5-102, as amended. The term “illegal alien” is used as it is referenced in the above Statutes and is not a term chosen or endorsed by the Town.

- A. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- B. Contractor shall not enter into a contract with a Subcontractor that fails to certify to the Contractor that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement through participation in either (1) the e-verify program, (the electronic employment verification program created in Public Law 104-208 as amended and expanded in Public Law 108-156, as amended, and jointly administered by the US Department of Homeland Security and the Social Security Administration, or its successor program) or (2) the Department Program (the employment verification program established pursuant to CRS 8-17.5-102(5)(c)).
- D. Contractor is prohibited from using the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
- E. If the Contractor obtains actual knowledge that a Subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (a) notify the Subcontractor and the Town within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (a) of this paragraph (E), the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such



three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.

- F. Contractor shall comply with any reasonable request by the Department of Labor and Employment in the course of an investigation that the Department is undertaking pursuant to CRS 8-17.5-102(5)
- G. If Contractor violates these illegal alien provisions, the Town may terminate this Agreement for a breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the Town. The Town will notify the Office of the Secretary of State if Contractor violates these provisions and the Town terminates this Agreement for that reason.
- H. Contractor shall notify the Town of participation in the Department program and shall within 20 days after hiring an employee who is newly hired for employment to perform work under this Agreement affirm that the Contractor has examined the legal work status of such employee, retained file copies of the documents required by 8 USC 1324a and not altered or falsified the identification documents for such employee. Contractor shall provide a written, notarized copy of the affirmation to the Town.
19. **APPROPRIATION REQUIRED**
This Agreement shall NOT be construed to constitute a debt of the Town beyond any current fiscal year and shall be subject to the availability of an annual appropriation therefore by the Town.

TOWN OF RIDGWAY

CONTRACTOR: Colorado Code Consulting, LLC

By _____
Jen Coates, Town Manager

By _____
Steve Thomas, President

ATTEST:

Pam Kraft, Town Clerk



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

CRS 8-17.5-102 Certification

Name of Project: Town of Ridgway Building Code Review and Update

Date: _____

Pursuant to CRS 8-17.5-102(1) the undersigned hereby certifies that at this date it does not knowingly employ or contract with an illegal alien who will perform work under the contract for the above referenced project and that the Contractor will participate in the E-Verify Program or the Department Program in order to confirm the employment eligibility of all employees who are newly hired for work under the contract for the above referenced project.

CONTRACTOR: Colorado Code Consulting, LLC

By: _____
Steve Thomas, President



EXHIBIT A: SCOPE OF SERVICES

Colorado Code Consulting, LLC shall work with the Town of Ridgway staff, elected officials and community to provide technical assistance, expert advice and recommendations in reviewing, understanding, amending and adopting the International Codes and Appendices, 2018 edition, and the Colorado Plumbing and Electrical Codes, as follows: International Residential Code, International Building Code, International Mechanical Code, International Fuel Gas Code, International Energy Conservation Code, International Fire Code, International Existing Building Code, International Property Maintenance Code, Colorado Electrical Code and the Colorado Plumbing Code. Contractor shall work with the Town representatives and community to convey changes anticipated in transition from the 2006 to the 2018 edition of the International Codes, and after consulting with the Town representatives and community, proposing amendments to the 2018 codes and appendices, as desired or needed. The process is generally expected to be as follows:

Task	Consultant responsibilities and deliverables	Town staff responsibilities and deliverables	Consultant Timeframe
1	Project kick off meeting (in person or by phone) – touch base on scope, schedule and budget.	<ul style="list-style-type: none">• Participate in kick off meeting.	March
2	Review currently adopted building regulations and local amendments.	Deliverable: Current building regulations in Word format to the consultant.	March-April
3	Host an <u>in-person meeting</u> with the task force to 1) Gather ideas and concerns about existing adopted codes and locally adopted amendments. 2) Present applicable added and updated regulations in the 2018 codes and gather feedback about these updates to inform potential amendments.	<ul style="list-style-type: none">• Establish task force.• Meeting logistics.• Attend meeting.	Early April
4	Prepare a draft of suggested changes to the Town's locally adopted amendments including new amendments based on the 2018 codes. Deliverable: Draft of document with all additions, deletions, clarifications shown in redlined (using track changes) to staff.	<ul style="list-style-type: none">• Review draft document and share questions, clarifications and any edits needed with the consultant. Deliverable: Edits, questions, etc. on draft document back to consultant.	Early May



Task	Consultant responsibilities and deliverables	Town staff responsibilities and deliverables	Consultant Timeframe
5	Incorporate staff feedback into the draft. Present this revised draft to the task force at an <u>in-person meeting</u> to gather feedback, concerns, ideas, questions, etc. Deliverable: Updated draft from step 4, in redline.	<ul style="list-style-type: none">• Meeting logistics.• Attend meeting.	June
6	Discuss feedback from the meeting with building department staff and revise the draft document to reflect these changes. Deliverable: Updated draft of document from step 5, in redline.	<ul style="list-style-type: none">• Review draft document.• Town Attorney to review this draft. Deliverable: Edits, questions, etc. on draft document back to consultant.	Early July
7	Incorporate staff feedback and prepare a final draft of the updated building code amendments to match with the Town's municipal code style and format. Develop a code adoption ordinance specific to the adoption of 2018 International codes, appendices, Colorado Codes, and local amendments thereto. Incorporate staff edits. Deliverable: Final document and code adoption ordinance.	<ul style="list-style-type: none">• Review final document.• Review and provide feedback on code adoption ordinance.• Present to Planning Commission and Town Council for adoption.	August to September

Project Cost:

Base cost: \$135/hour up to maximum cost to the Town of \$4,218.75.

In-person meetings, as an agreed contract add-on to the base work: \$135/hour, up to a maximum of \$1,500 for all meetings.

Maximum Project Cost \$5,718.75*

(*this maximum project cost may be reduced if additional communities participate in the project)

AGENDA ITEM #17

RESOLUTION NO. 2019 –02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO,
ADOPTING A POLICY CONCERNING THE DESTRUCTION, DISPOSAL AND PROTECTION OF RECORDS
CONTAINING PERSONAL IDENTIFYING INFORMATION

WHEREAS, during the 2018 legislative session, the state of Colorado adopted House Bill 18-1128, which was enacted as C.R.S. § 6-1-713, 713.5, 716 for certain covered entities and § 24-73-101, *et seq.* (the "**Act**") for government entities, and went into effect on September 1, 2018; and

WHEREAS, the Act requires all "governmental entities," which includes home rule towns, to adopt and maintain a written policy for the destruction or disposal of paper and electronic documents containing "Personal Identifying Information;" and

WHEREAS, the Act also sets forth requirements regarding the protection of Personal Identifying Information and procedures to follow in the event of a breach; and

WHEREAS, in order to ensure compliance with the Act, the Town Council of the Town of Ridgway ("**Town**") desires to adopt a policy concerning the destruction, disposal and protection of Personal Identifying Information that shall apply to all employees and elected officials of the Town.

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES HEREBY ADOPTS THE TOWN OF RIDGWAY POLICY CONCERNING THE DESTRUCTION, DISPOSAL AND PROTECTION OF RECORDS CONTAINING PERSONAL IDENTIFYING INFORMATION, AS SET FORTH BELOW:

Section 1. The Town hereby adopts the attached Policy Concerning the Destruction, Disposal and Protection of Records Containing Personal Identifying Information attached hereto and incorporated herein as Exhibit A.

INTRODUCED, READ, PASSED, AND ADOPTED THIS ____ DAY OF _____, 2019.

TOWN OF RIDGWAY, COLORADO

By: _____
JOHN CLARK, Mayor

ATTEST:

By: _____
PAM KRAFT, Town Clerk

EXHIBIT A

POLICY CONCERNING THE DESTRUCTION, DISPOSAL AND PROTECTION OF RECORDS CONTAINING PERSONAL IDENTIFYING INFORMATION

ARTICLE I. PURPOSE

The purpose of this Policy Concerning the Destruction, Disposal and Protection of Records Containing Personal Identifying Information ("**Policy**") is to provide guidance to Town of Ridgway employees, department heads and elected officials (collectively referred to herein as the "**Town Parties**") for the proper handling of Personal Identifying Information, as required by C.R.S. § 24-73-101, *et. seq.* (the "**Act**").

This Policy shall establish a written policy for the destruction or proper disposal of paper and electronic records containing Personal Identifying Information (defined below) and set forth requirements regarding the protection of Personal Identifying Information, and procedures should a breach regarding Personal Identifying Information occur.

This Policy shall apply to all Town Parties.

ARTICLE II. DEFINITIONS

1. "**Biometric Data**" means unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she accesses an online account.
2. "**Departments**" means all current Town departments and any department added after the adoption of this Policy.
3. "**Determination that a Security Breach Occurred**" means the point in time at which there is sufficient evidence to conclude that a security breach has taken place.
4. "**Encrypted**" means rendered unusable, unreadable, or indecipherable to an unauthorized person through a security technology or methodology generally accepted in the field of information security.
5. "**Medical Information**" means any information about a consumer's medical or mental health treatment or diagnosis by a health care professional.
6. "**Notice**" means:
 - a. Written notice to the postal address listed in the Town records;
 - b. Telephonic notice;

- c. Electronic notice, if a primary means of communication by the Town with a Colorado resident is by electronic means or the notice provided is consistent with the provisions regarding electronic records and signatures set forth in the federal "Electronic Signatures in Global and National Commerce Act," 15 U.S.C. sec. 7001 *et seq.*; or
 - d. Substitute notice, if the Town demonstrates that the cost of providing notice will exceed two hundred fifty thousand dollars, the affected class of persons to be notified exceeds two hundred fifty thousand Colorado residents, or the Town does not have sufficient contact information to provide notice. Substitute notice consists of all of the following:
 - i. E-mail notice if the Town has e-mail addresses for the members of the affected class of Colorado residents;
 - ii. Conspicuous posting of the notice on the Town website; and
 - iii. Notification to major statewide media.
7. **"Personal Identifying Information"** means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; Biometric data, as defined in C.R.S. § 24-73-103(1)(a); an employer, student, or military identification number; or a financial transaction device, as defined in C.R.S. § 18-5-701(3), or date and place of birth, mother's maiden name, criminal, medical records, financial records, and educational transcripts (see 2 C.F.R. § 200.82).
8. **"Personal Information"** means:
- a. A Colorado resident's first name or first initial and last name in combination with any one or more of the following data elements that relate to the resident, when the data elements are not encrypted, redacted, or secured by any other method rendering the name or the element unreadable or unusable: social security number; driver's license number or identification card number; student, military, or passport identification number; medical information; health insurance identification number; or Biometric data, as defined above;
 - b. A Colorado resident's username or e-mail address, in combination with a password or security questions and answers, that would permit access to an online account; or
 - c. A Colorado resident's account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to that account.
 - d. **"Personal Information"** does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records or widely distributed media.
9. **"Security Breach"** means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, or integrity of Personal Information

maintained by the Town. Good faith acquisition of Personal Information by an employee or agent of the Town for the purposes of the Town is not a security breach if the Personal Information is not used for a purpose unrelated to the lawful government purpose or is not subject to further unauthorized disclosure.

10. **“Third-Party Service Provider”** means an entity that has been contracted to maintain, store, or process Personal Identifying Information on behalf of the Town.

The definitions set forth in the Act are hereby incorporated into this Policy to the extent not set forth above. In the event of any conflict between a definition in the Act and a definition in this Policy, the definition in the Act shall control.

ARTICLE III. DISPOSAL OF PERSONAL IDENTIFYING INFORMATION

Section 1. Disposal and Destruction. Unless otherwise required by state or federal law or regulation, after a record has met the minimum retention period as defined in the Town’s Records Retention Schedule, as amended from time to time, paper or electronic records within the custody or control of the Town that contain Personal Identifying Information will be destroyed by either shredding, erasing, or otherwise modifying the Personal Identifying Information to make the Personal Identifying Information unreadable or indecipherable through any means. Each Town department shall implement procedures and policies to address the specific nature of its records to ensure compliance with this Policy and the Act. The Town shall not be responsible for ensuring destruction of Personal Identifying Information by any Town Party that is required by state or federal agencies to use one or more software programs, which may include storage of data, located on servers not within the immediate control of the Town.

Section 2. Litigation Holds. A **“Litigation Hold”** refers to a period of time when Town Parties have a duty to preserve certain records that may be pertinent to anticipated, pending or ongoing litigation. Such period of time commences when the litigation involving the Town is initiated or reasonably anticipated or foreseeable. During such period, Town Parties shall preserve all records directly or indirectly related to such pending or threatened litigation and suspend deletion, destruction or disposal of such records. A Litigation Hold overrides a record that is eligible for destruction under the Town Records Retention Schedule or Article III of this Policy.

ARTICLE IV. PROTECTION OF PERSONAL IDENTIFYING INFORMATION

Section 1. Protection by the Town. The Town shall protect Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction. Each department shall implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Identifying Information given the nature and size of the Town.

Section 2. Third Party Service Providers. The Town shall require any Third-Party Service Provider it engages to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Identifying Information disclosed to the Third-Party

Service Provider and reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction. Each department shall ensure that in all contracts with Third Party Service Providers that either do, or could result in, the exchange of personal identifying information, contain contractual terms to ensure such Third Party Service Providers are subject to and abiding by the terms of the Act and this Policy.

It shall not be considered a disclosure of Personal Identifying Information to a Third-Party Service Provider if the Town retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Personal Identifying Information and the Town implements and maintains technical controls reasonably designed to help protect the Personal Identifying Information from unauthorized access, modification, disclosure, or destruction; or effectively eliminate the Third-Party Service Provider's ability to access the Personal Identifying Information, notwithstanding the Third-Party Service Provider's physical possession of the Personal Identifying Information.

ARTICLE V. INTERNAL NOTIFICATION AND INVESTIGATION OF SUSPECTED SECURITY BREACH OF PERSONAL INFORMATION

If any Town Party suspects that a Security Breach may have occurred, it must immediately notify the Town Manager and conduct a good faith and prompt investigation to determine the likelihood that Personal Information has been or will be misused.

Unless the investigation determines that the misuse of information regarding a Colorado resident has not occurred and is not reasonably likely to occur, the Town shall give Notice to the affected Colorado residents, as provided in Article VI and take further action as necessary under Article VII. If the investigation determines that the misuse of information regarding a Colorado resident has not occurred and is not reasonably likely to occur, the Town shall not take further action pursuant to this Policy.

ARTICLE VI. NOTICE OF BREACH IF MISUSE OF INFORMATION HAS OCCURRED OR IS REASONABLY LIKELY TO OCCUR

If the Town determines that a Security Breach occurred, the Town shall provide Notice to affected Colorado residents as set forth in this Article VI.

Section 1. Timing of Notice. Notice shall be in the most expedient time possible and without unreasonable delay, but no later than thirty (30) days after the date of determination that a Security Breach occurred. Provision of Notice shall be consistent with the legitimate needs of law enforcement and consistent with any measures necessary to determine the scope of the Security Breach and to restore the reasonable integrity of the computerized data system.

Section 2. Content of Notice. If the Town is required to provide Notice, it shall provide the following information to all affected Colorado residents:

1. The date, estimated date, or estimated date range of the Security Breach;
2. A description of the Personal Information that was acquired or reasonably believed to have been acquired as part of the Security Breach;
3. Information that the resident can use to contact the Town to inquire about the Security Breach;
4. The toll-free numbers, addresses, and websites for consumer reporting agencies;
5. The toll-free number, address, and website for the Federal Trade Commission; and
6. A statement that the resident can obtain information from the Federal Trade Commission and credit reporting agencies about fraud alerts and security freezes.

If the investigation determines that the type of Personal Information that was misused or is reasonably likely to be misused is a Colorado resident's username or e-mail address, in combination with a password or security questions and answers, that would permit access to an online account, the Town shall, in addition to the Notice otherwise required above, in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the date of determination that a security breach occurred, consistent with the legitimate needs of law enforcement and consistent with any measure necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system:

1. Direct the person whose Personal Information has been breached to promptly change his or her password and security question or answer, as applicable, or to take other steps appropriate to protect the online account with the person or business and all other online accounts for which the person whose Personal Information has been breached uses the same username or e-mail address and password or security question or answer.
2. If the Security Breach pertains to the log-in credentials of an email account furnished by the Town, rather than giving notice via email, the Town may comply with this section by providing notice by other methods specified under "Notice" in Article II or by clear and conspicuous notice delivered to the resident online when the resident is connected to the online account from an internet protocol address or online location from which the Town knows the resident customarily accesses the account.

The breach of encrypted or otherwise secured Personal Information must be disclosed in accordance with this section if the confidential process, encryption key, or other means to decipher the secured information was also acquired in the Security Breach or was reasonably believed to have been acquired.

Section 3. Costs. The Town shall not charge the cost of providing such Notice to individuals.

Section 4. Third-Party Service Providers. If the Town uses a Third-Party Service Provider to maintain computerized data that includes Personal Information, the Town shall require that the Third-Party Service Provider give notice to and cooperate with the Town in the event of a Security Breach that compromises such computerized data. Compliance shall include notifying the Town

of any Security Breach in the most expedient time and without unreasonable delay following discovery of a Security Breach, if misuse of Personal Information about a Colorado resident occurred or is likely to occur. Cooperation includes sharing with the Town information relevant to the Security Breach; except that such cooperation does not require the disclosure of confidential business information or trade secrets.

Section 5. Delay by Law Enforcement. Notice required by this section may be delayed if a law enforcement agency determines that such Notice will impede a criminal investigation and the law enforcement agency has directed the Town not to send the Notice required by this section.

ARTICLE VII. FURTHER REPORTING REQUIREMENTS

Section 1. Notice to Colorado Attorney General. If the Security Breach is reasonably believed to have affected five hundred (500) Colorado residents or more, the Town shall provide notice of such Security Breach to the Colorado Attorney General in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after determination of that a Security Breach occurred.

Section 2. Notice to Consumer Reporting Agencies. In the event the Town is required to provide Notice, as defined in Article II, to more than one thousand (1,000) Colorado residents, the Town shall also notify, in the most expedient time possible and without unreasonable delay, all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as defined by the federal "Fair Credit Reporting Act", 15 U.S.C. sec. 1681a (p), of the anticipated date of the notification to the residents and the approximate number of residents who are to be notified. The Town is not required to provide to the consumer reporting agency the names or other Personal Information of Security Breach Notice recipients.

ARTICLE VIII. WAIVER

Any waiver of these notification rights or responsibilities is void as against public policy. The Town shall not elicit or accept any waiver of these notification rights or responsibilities.

AGENDA ITEM #18

AGENDA ITEM: Manager's Report

Title VI Plan for CDOT FHWA Subrecipient

Town of Ridgway: Streets Department

February 13, 2019

Prepared by: Jen Coates, Town Manager

I. Non-Discrimination Policy Statement

It is the policy of the Town of Ridgway that no person shall on the grounds of race, color, national origin, sex, disability, or age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any operation of the Town of Ridgway as provided by Title VI of the Civil Rights Act of 1964 and related statutes.

This policy applies to all operations of the Town of Ridgway including its contractors and anyone who acts on behalf of the Town of Ridgway. This policy also applies to the operations of any department or agency to which the Town of Ridgway extends federal financial assistance. Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance.

Prohibited discrimination may be intentional or unintentional. Seemingly neutral acts that have disparate impacts on individuals of a protected group and lack a substantial legitimate justification are a form of prohibited discrimination. Harassment and retaliation are also prohibited forms of discrimination.

Examples of prohibited types of discrimination based on race, color, national origin, sex, disability, or age include: Denial to an individual any service, financial aid, or other benefit; Distinctions in the quality, quantity, or manner in which a benefit is provided; Segregation or separate treatment; Restriction in the enjoyment of any advantages, privileges, or other benefits provided; Discrimination in any activities related to highway and infrastructure or facility built or repaired; and Discrimination in employment.

Title VI compliance is a condition of receipt of federal funds. The Title VI Coordinator is authorized to ensure compliance with this policy, Title VI of the Civil Rights Act of 1964, 42 U.S.C § 2000d and related statutes, and the requirements of 23 Code of Federal Regulation (CFR) pt. 200 and 49 CFR pt. 21.

Town of Ridgway, Town Manager

Date

II. Organization, Staffing, and Structure

The Town Manager is ultimately responsible for assuring full compliance with the provisions of Title VI of the Civil Rights Act of 1964 and related statutes and has directed that non-discrimination is required of all agency employees, contractors, and agents pursuant to 23 CFR Part 200 and 49 CFR Part 21.

The Town of Ridgway has appointed the Town Manager to perform the duties of the Title VI Coordinator and ensure implementation of agency's Title VI program. The position of Town Manager oversees the Town of Ridgway Streets Department.

The Title VI Coordinator is responsible for:

- Submitting a Title VI plan and annual reports on the agency's behalf;
- Developing procedures for the prompt processing and disposition of complaints;
- Investigating complaints, compiling a complaint log, and reporting to CDOT.
- Developing procedures for the collection and analysis of statistical data.
- Developing a program to conduct Title VI reviews of program areas;
- Conducting annual Title VI assessments of pertinent program areas;
- Developing Title VI information for dissemination;
- Establishing procedures for resolving deficiency status and reducing to writing the remedial action agreed to be necessary.

III. Primary Program Area Descriptions & Review Procedures

The Streets Department engages in the following program areas:

Program Area	General Description	Title VI/Non-Discrimination Concerns and Responsibilities	Review Procedures for Ensuring Non-Discrimination
<i>Right of Way</i>	Maintenance and repair of town rights-of-way, including snow removal, street sweeping, patching and crack-sealing, road stabilization, landscaping and irrigation, and various special projects such as paving or hard-surfacing streets.	Insure downtown streets and right-of-way are open to all for intended uses.	Proper maintenance and care; ongoing inspections of rights-of-way; clear and accessible wayfinding and signage; ongoing population monitoring for any needed additional signage in alternate languages.

IV. Title VI Complaint Procedures

Complaint procedures are posted on the Town website and available from the Town Manager upon request at 201 North Railroad Street, Ridgway, Colorado 81432. Complaint procedures are in English and will be translated upon request.

Discrimination Complaint Procedure for Town of Ridgway

Federal law prohibits discrimination on the basis of race, color, national origin, age, sex, or disability in any Town of Ridgway program or activity. This prohibition applies to all branches of Town of Ridgway, its contractors, consultants, and anyone else who acts on behalf of Town of Ridgway.

Federal law requires that the Town of Ridgway investigate, track, and report discrimination complaints. Complaints must be filed in writing and will be investigated within sixty days of submission. If you need assistance to file your complaint or need interpretation services, please contact the Town Manager.

Who is eligible to file a complaint?

Anyone who believes they have been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Town of Ridgway program or activity because of their race, color, national origin, age, sex, or disability may file a complaint.

Discrimination includes lack of access, harassment, retaliation and disparate impacts from a program or activity. Harassment includes a wide range of abusive and humiliating verbal or physical behaviors. Retaliation includes intimidating, threatening, coercing, or engaging in other discriminatory conduct against anyone because they filed a complaint or otherwise participated a discrimination investigation.

How do you file a complaint?

Complaints must be filed in writing within 180 days from the last date of the alleged discrimination. However, contact the Town Manager if you believe your complaint may fall outside this deadline.

Reasonable efforts will be made to assist persons with disabilities, non-English speakers, and others unable to file a written complaint. For assistance in filing a complaint, please contact the Town Manager.

Complaints may be submitted via mail, email, fax or in person to:
Ridgway Town Manager; PO Box 10; Ridgway, CO 81432 or jcoates@town.ridgway.co.us

Complaints may also be filed directly with the following agencies:

Colorado Department of Transportation
Civil Rights & Business Resource Center

4201 East Arkansas Ave., Room 150
Denver, CO 80222
dot_civilrights@state.co.us
Phone: (800) 925-3427
Fax: (303) 952-7088
dot_civilrights@state.co.us

Federal Highway Administration, Colorado Division
12300 West Dakota Avenue, Suite 180
Lakewood, Colorado 80228
Phone: (720) 963-3000
Fax: (720) 963-3001

What happens after a complaint is filed?

Title VI complaints must be investigated within sixty days. Investigating a complaint includes interviewing all parties involved and key witnesses. The investigator may also request relevant information such as books, records, electronic information, and other sources of information from all involved parties. You may specify if there is a particular individual or individuals that you feel should not investigate your complaint due to conflict of interest or other reasons.

In some cases, complaints will be forwarded to either the Colorado Department of Transportation or the Federal Highway Administration for investigation. If your complaint is forwarded to one of these agencies, you will be provided the name and contact information of the employee handling your complaint.

Federal law prohibits retaliation against individuals because they have filed a discrimination complaint or otherwise participated in a discrimination investigation. Any alleged retaliation should be reported in writing to the investigator.

V. Title VI Complaint Form

Please complete this form to the best of your ability. If you need translation or other assistance, contact the Town Manager.

Name _____
Address _____ City _____ Zip _____
Phone: Home _____ Work _____ Mobile _____
Email: _____

Basis of Complaint (circle all that apply):

Race	Color
National Origin	Sex/Gender
Age	Disability
Retaliation	Other:

Who discriminated against you?

Name _____

Name of Organization _____

Address _____ City _____ Zip _____

Telephone _____

How were you discriminated against? (Attach additional pages if more space is needed)

[illegible]

Where did the discrimination occur?

Dates and times discrimination occurred?

Were there any other witnesses to the discrimination?

Name	Organization/Title	Work Telephone	Home Telephone

How would you like to see this situation resolved?

Have you filed your complaint, grievance, or lawsuit with any other agency or court?

Who _____ When _____
Status (pending, resolved, etc.) _____ Result, if known _____
Complaint number, if known _____

Do you have an attorney in this matter?

Name _____ Phone _____
Address _____ City _____ Zip _____

Signed _____ Date _____

VI. Data Collection

Program Area	Type of Data Collected & Process for Collecting	Intended Outcome of Data Analysis (i.e. Title VI Purpose for Collecting the Data)
Streets	Tracking race/ethnicity of residents: State Demographer Tracking race/ethnicity of members of the public and those participating in Town meetings: State Demographer and meeting participation logs Collecting US Census data on populations in Ridgway: Census and State Demographer	Understand population changes, projections, participation rates, etc. and identify any gaps in Title VI efforts.

VII. Public Participation

- How will Ridgway identify minority populations for outreach?
Demographic data, use of community liaisons, public login sheets
- How will Ridgway communicate with and conduct outreach to minority populations?
Town website, newsletters, public meetings, social media, etc.
- How will Ridgway communicate with and conduct outreach to Limited English Proficient individuals?
Local or regional translation services.
- Explain how Ridgway considers input from minority populations for decision making within its pertinent program areas.
All meetings are open to the public and advertised generally for all to attend and participate.
All inputs are compiled and considered. In representing and sharing information, inputs may be aggregated.

VIII. Notice of Rights

Notices may be disseminated to the public via website, email, mail, posting or in-person. The notice may be provided in other languages upon requests. The Notice of Rights is as follows:

Your Rights Against Discrimination under Title VI of the Civil Rights Act of 1964

The Town of Ridgway operates its programs and services without regard to race, color, national origin, sex, age, and disability. Anyone who believes they have been excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any Town of Ridgway program or activity because of their race, color, national origin, age, sex, or disability may file a discrimination complaint with the Town of Ridgway or the Colorado Department of Transportation.

To file a Title VI discrimination complaint, contact:

Town Manager
201 North Railroad Street
PO Box 10
Ridgway, CO 81432
(970) 626-5308
jcoates@town.ridgway.co.us

Colorado Department of Transportation
Civil Rights & Business Resource Center
4201 East Arkansas Avenue, Room 150
Denver, CO 80222
(303)757-9234
dot_civilrights@state.co.us

IX. Attachment: USDOT Standard Title VI Assurance

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances

DOT Order No. 1050.2A

The Colorado Department of Transportation (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, "for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The Colorado Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Colorado Department of Transportation also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review upon request to FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Colorado Department of Transportation gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on Colorado Department of Transportation, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

(Name of Recipient)

by _____
(Signature of Authorized Official)

DATED _____

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (***Title of Modal Operating Administration***), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (***Title of Modal Operating Administration***) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (***Title of Modal Operating Administration***), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (***Title of Modal Operating Administration***) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment,

unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **(Title of Modal Operating Administration)** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Colorado Department of Transportation will accept title to the lands and maintain the project constructed thereon in accordance with **(Name of Appropriate Legislative Authority)**, the Regulations for the Administration of **(Name of Appropriate Program)**, and the policies and procedures prescribed by the **(Title of Modal Operating Administration)** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Colorado Department of Transportation all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Colorado Department of Transportation and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Colorado Department of Transportation its successors and assigns.

The Colorado Department of Transportation, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Colorado Department of Transportation will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Colorado Department of Transportation pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Colorado Department of Transportation will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Colorado Department of Transportation will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Colorado Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Colorado Department of Transportation pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Colorado Department of Transportation will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Colorado Department of Transportation will there upon revert to and vest in and become the absolute property of Colorado Department of Transportation and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Title VI Requirements for FHWA Subrecipients



**Colorado Department of Transportation
Civil Rights & Business Resource Center**

August 2018

Introduction

Title VI of the Civil Rights Act of 1964 and related non-discrimination statutes require that recipients of federal financial assistance ensure that no one is excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of race, color, national origin, sex, age, or disability in any federally-assisted program and activity. Title VI should not be confused with Title VII, which prohibits employment discrimination.

For Title VI purposes, the term “program or activity” means all of the operations of a department, agency, special district, or other instrumentality of a local government. For example, if a local agency’s public works department receives any federal financial assistance, Title VI program requirements apply to every part of that public works department whether federally funded or not. However, Title VI program requirements do not apply to all other departments of the local agency unless the federal assistance is transferred to such departments.

While the original Title VI law only prohibits discrimination on the basis of race, color and national origin, FHWA’s “Title VI Program” incorporates related statutes that have been passed since 1964 and, therefore, prohibits discrimination on the basis of race, color, national origin, sex, age, and disability. Subrecipients must also comply with federal policies regarding environmental justice and limited-English proficiency. The U.S. Department of Transportation (USDOT)’s Title VI implementing regulations are contained in 49 CFR Part 21 and the Federal Highway Administration (FHWA)’s Title VI regulations are in 23 CFR Part 200.

Agencies that receive federal funds from CDOT are referred to as subrecipients. Subrecipients that receive FHWA funds through CDOT are required to establish a Title VI program that is subject to review by CDOT pursuant to 23 CFR 200.9(b)(7). The purpose of the program is to not only prohibit discrimination but to ensure non-discrimination through policies, procedures and regular program reviews.

CDOT’s Civil Rights & Business Resource Center (CRBRC) monitors CDOT subrecipients for Title VI compliance. CDOT will send out a survey to determine compliance annually to all funded Local Public agencies. The following is a summary of items that are required as part of a subrecipient’s Title VI program.

A. Title VI Plan

Subrecipients are required to submit a Title VI Plan to the CRBRC that documents procedures used for complying with FHWA’s Title VI requirements. Subrecipients may create their Title VI Plan using CDOT’s Title VI template, which is available at <https://www.codot.gov/business/civilrights/accessibility/titlevi/title-vi-subrecipients>. Whether the subrecipient uses CDOT’s template or develops its own format for a Title VI Plan, it must contain the following:

- **Non-discrimination Policy Statement:** A subrecipient must provide a statement of its commitment to non-discrimination and Title VI compliance that is signed by its top official

and circulated throughout the organization and general public. The policy statement must define federal financial assistance and delineate specific forms of prohibited discrimination. For an example, CDOT's Nondiscrimination Policy is available at <https://www.codot.gov/business/civilrights/accessibility/titlevi/title-vi-assets/policy-directive-604-0-policy-on-non-discrimination>.

- **Standard DOT Assurances:** A Title VI Plan must include the USDOT's Standard Title VI Assurance in which the subrecipient assures that its program will be conducted in a non-discriminatory manner. The Standard Assurance should have been included and signed with your agency's intergovernmental agreement with CDOT. The subrecipient must ensure that it has a copy of a signed Standard Assurance or executes one to be included in the plan. The subrecipient is also responsible for ensuring that the applicable appendix of the Standard Assurance is included in each federally-assisted contract. A template of the Standard Assurance and its appendices is available at <https://www.codot.gov/business/civilrights/titlevi/title-vi-assets/usdot-assurances.pdf>
- **Title VI Coordinator:** The subrecipient must designate a Title VI Coordinator who is responsible for managing and monitoring Title VI compliance, providing reports to CDOT, and handling Title VI complaints.
- **Primary Program Area Descriptions:** The Title VI Plan must describe the nature of the subrecipient's primary program areas and the way in which the subrecipient seeks to ensure non-discrimination in each area. For example, a city's public works department may have divisions for transportation planning and right of way services. Each of these program areas has unique Title VI-related responsibilities to ensure non-discrimination. For example, Planning must ensure equal access to the planning process and equal consideration of the interest of minority populations and Right of Way must ensure equal treatment of minorities throughout the acquisition process.
- **Monitoring and Review Process:** The subrecipient must develop procedures for identifying and addressing potential discrimination or discriminatory procedures within the agency. The Title VI Plan must include a description of how the subrecipient's pertinent program areas are reviewed for Title VI compliance and outline procedures to eliminate and address discrimination and resolve deficiencies when non-compliance occurs. Subrecipients administering federal aid contracts are also required to monitor prime contractors and subcontractors for Title VI compliance.
- **Notice of Rights:** Members of the public must be informed of their rights against discrimination under Title VI and how they can file a Title VI discrimination complaint. The Notice must be made available on the agency's website and be posted in locations accessible to the public. For an example, CDOT's notice is available at <https://www.codot.gov/business/civilrights/titlevi/title-vi-assets/nondiscrimin-access-eng.pdf>. If more than five percent of the subrecipient's population in its service area is limited English proficient (LEP), the notice must be translated into the applicable language of that population.

- **Complaint Procedures:** Subrecipients must develop procedures for investigating and tracking Title VI discrimination complaints pursuant to 23 CFR 200.9(b)(3). The complaint procedures must be consistent with CDOT's complaint procedures and disseminated by the local agency internally and externally. The complaint procedures must indicate that all Title VI violation complaints against the subrecipient, must be filed or forwarded to CDOT or the relevant Federal Operating Administration. At a minimum, the complaint procedures must posted on the subrecipient's website. For an example, CDOT's complaint procedure is available at https://www.codot.gov/business/civilrights/titlevi/title-vi-assets/cdot-discrimination-complaint-procedure_updated-june-2018.pdf. If more than five percent of the subrecipient's population in its service area is limited English proficient (LEP), the notice must be translated into the applicable language of that population.
- **Complaint Investigation and Tracking.** Any complaints directly against the local agency and/or an employee of the local agency must be forwarded to CDOT for investigation. Local agencies are required to investigate complaints against its subrecipients, contractors, consultants, and anyone else acting on its behalf. Such complaints must be investigated within 60 days of receipt and a final investigative report must be submitted to CDOT for review. Complaints must be investigated by someone knowledgeable in Title VI and discrimination investigations. Contact CDOT's Civil Rights & Business Resource Center if your agency does not have anyone qualified to investigate complaints or if a conflict of interest may exist.
- **Data Collection and Analysis:** The subrecipient is required to develop procedures for the collection of statistical data (race, color, sex, and national origin) of participants in, and beneficiaries of the subrecipient's programs. See 23 CFR 200.9(b)(4). Collecting data helps identify and prioritize problem areas and evaluate the effectiveness of policies and programs to ensure non-discrimination. The Title VI Plan must describe how the subrecipient plans to collect Title VI-related data on an on-going basis. For example, the subrecipient may collect data such as meeting attendees, board member demographics, persons affected by acquisitions and relocations, impacted communities, etc. Results of the analysis should be reported on a yearly basis in the Annual Goals and Accomplishments Report.
- **Public Participation:** The Title VI Plan must describe procedures for eliciting and soliciting participation by minority communities. The Title VI Plan must identify how the subrecipient communicates with and conducts outreach to minority and limited-English proficient (LEP) individuals. The process must address how input from minority populations is considered during agency decision-making.
- **Staff Training:** The Title VI plan must indicate how agency staff is trained on Title VI related polices and procedures.

B. Language Assistance Plan

LEP individuals are those individuals for whom English is not their primary language and have a limited ability to speak, read, write, or understand English. Failure to provide language assistance for LEP persons may result in national origin discrimination. Therefore, pursuant to Executive Order 13166, FHWA subrecipients are required to perform an LEP analysis of their service area and develop a plan for providing language assistance and outreach to LEP populations.

The following is the four-factor analysis which should be used to determine what measures are necessary provide meaningful access for LEP individuals:

1. **Identify the number or proportion** of LEP persons likely to be encountered by the subrecipient.
2. **Determine the frequency** with which LEP persons come into contact with the subrecipient.
3. **Determine Importance** of the program, activity, or service provided.
4. **Identify the resources** available to the subrecipient and the costs.

For more information about completing the four factor LEP analysis and developing a Language Assistance Plan, refer to the USDOT's LEP Guidance at <https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance>.

The Language Assistance Plan must be distributed throughout the subrecipient's agency. The agency should record requests for language assistance and measures taken to assist LEP Persons. This information must be included in the annual report to CDOT.

C. Adherence to Environmental Justice Principles

Executive Order 12898 directs federal agencies to identify and address the disproportionately high and adverse human health and environmental effects of their actions on minority and low-income populations. Subrecipients are required to comply with the federal government's Environmental Justice (EJ) policy by integrating EJ principles into their programs. This can be accomplished by describing how minority and low-income data is collected, describing how EJ populations are included in public participation activities, and analyzing how a subrecipients' actions impact EJ populations. For more information, visit CDOT's Environmental Justice webpage at <http://www.coloradodot.info/business/civilrights/accessibility/titlevi/ej>.

D. Annual Goals and Accomplishment Survey

The subrecipient is required to respond to an annual survey regarding its Goals and Accomplishments and its Title VI compliance from the previous Federal Fiscal Year by program area. The survey will also ask for a summary of Title VI complaints and request the subrecipient to include program specific goals and work plan for the following year.

E. CDOT Compliance Reviews

CDOT is responsible for conducting compliance reviews of its subrecipients. Compliance reviews focus on determining whether the subrecipient has met the criteria of FHWA's Title VI program and how effective the subrecipient is at ensuring nondiscrimination. CDOT staff may evaluate the subrecipient's Title VI Plan and related documents, interview individuals with Title VI responsibilities, and/or conduct a site visit as part of the process.

Completed Title VI and Language Assistance Plans should be readily available for CDOT review. If you would like assistance in completing these plans, contact the CDOT CRBRC at the information provided below.

Title VI Resources

Title VI Plan Template

<https://www.codot.gov/business/civilrights/titlevi/fhwa-subrecipients>

Standard DOT Assurance

<https://www.codot.gov/business/civilrights/titlevi/title-vi-assets/usdot-assurances.pdf>

U.S. DOT LEP Guidance

<https://www.transportation.gov/civil-rights/civil-rights-awareness-enforcement/dots-lep-guidance>

FHWA Investigating External Complaints of Discrimination

<http://www.fhwa.dot.gov/civilrights/programs/iecd.cfm>

Contact Us

CDOT Civil Rights & Business Resource Center
2829 W. Howard Pl., Suite 130 Denver, CO
80204

Eboni Younger-Riehl, Civil Rights Specialist
(303)757-9072
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RIDGWAY PLANNING COMMISSION

AGENDA

Tuesday, January 29th, 2019
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:** Variance to Historic Business District Parking Regulations; **Location:** Willow Creek Trading Subdivision Lots 2 and 3; **Addresses:** 167 and 171 N Cora Street; **Zone:** Historic Business (HB); **Applicant:** Seth Cagin and Ralph Stellmacher; **Owners:** Arapaho Partners LLC and 171 N Cora LLC **Approved**

OTHER BUSINESS:

2. Master Plan process update – **Consultants and staff have been working hard on incorporating all feedback and information gathered so far into a draft Master Plan document. The steering committee has been involved and very helpful! The draft Master Plan will be shared with the community for the community meeting on Feb. 27 from 6-8pm at the 4H center where we will ask for input on policies and actions and work to prioritize actions. Please plan on being there!**

APPROVAL OF MINUTES:

3. Minutes from the meeting of October 30th, 2018 **Approved**

ADJOURN