

Ridgway Town Council
Regular Meeting Agenda
Wednesday, November 10, 2021

Due to COVID-19, and pursuant to the Town's Electronic Participation Policy, the meeting will be conducted both in person and via a virtual meeting portal. Members of the public may attend in person at the Community Center, located at **201 N. Railroad Street, Ridgway, Colorado 81432**, or virtually using the meeting information below.

Join Zoom Meeting

<https://us02web.zoom.us/j/82129530382?pwd=NWlwTnZnKy9XTGRLUU9QbXg5dy9Hdz09>

Meeting ID: 821 2953 0382

Passcode: 157077

Dial by your location

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5:30 p.m.

ROLL CALL Councilors Adam Beck, Angela Ferrelli, Kevin Grambley, Beth Lakin, Terry Schuyler, Mayor Pro Tem Russ Meyer and Mayor John Clark

ADDITIONS & DELETIONS TO THE AGENDA

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

1. Minutes of the Regular Meeting of October 13, 2021.
2. Minutes of the Workshop Meeting of October 21, 2021.
3. Minutes of the Budget Retreat on October 23, 2021.
4. Register of Demands for November 2021.
5. Restaurant liquor license renewal for Land Ocean Restaurant.

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.

6. Presentation of gift to the Town from Public Art Ridgway Colorado (PARC) of the winning painting from the annual Plein Air event - Rick Weaver representing PARC and artist Barbara Kendrick.

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

7. **Application:** Preliminary Plat for Riverfront Village PUD; **Location:** Lot 1, Triangle Subdivision; **Zone:** General Commercial (GC); **Applicant:** Joel Cantor, Alpine Homes Ridgway, LLC; **Owner:** Alpine Homes Ridgway, LLC

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

8. Discussion regarding Deed Restricted Units related to Lena Street Commons Townhomes - Town Manager.
9. Review and action on Revocable Encroachment Permit for use of Town property related to the Old Ridgway Firehouse Project - Town Manager.
10. Presentation of the Draft 2022 Fiscal Year Budget - Town Treasurer.
11. Consideration of authorizing Mayor Clark to sign a comment letter to the Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forests Supervisor and Planning Team regarding the Draft Forest Plan and Draft Environmental Impact Statement for the GMUG National Forests - Mayor Clark.
12. Resolution No. 21-09 in Support of Protecting the Uncompahgre River, its Tributaries, and its Watershed by Recognizing "Rights of Nature" and the Town's Responsibilities to Care for and Protect them - Mayor Clark
13. Discussion regarding an indoor masking requirement at Town facilities - Mayor Clark.

WRITTEN AND VERBAL REPORTS Written reports may be provided for informational purposes prior to the meeting updating Council on various matters that may or may not warrant discussion and action.

14. Letter from Mayor Clark appointing Jennifer Franz to the Planning Commission.
15. Town Manager's Report.

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

Committees & Commissions:

Ridgway Planning Commission - Councilor Meyer and Mayor Clark
Ridgway Parks, Trails & Open Space Committee - Councilor Ferrelli
Ridgway Creative District Creative Advocacy Team - Councilor Grambley
Ridgway Scholarship Committee - Councilor Lakin and Mayor Clark

Board Appointments:

Ouray County Weed Board - Councilor Lakin; alternate - Town Engineer
Ouray County Joint Planning Board - Councilor Meyer, citizens Rod Fitzhugh & Tom McKenney;
alternate - Councilor Beck
Sneffels Energy Board - Councilor Lakin and Town Manager; alternate - Mayor Clark
Region 10 Board - Mayor Clark

WestCO Dispatch Board - Town Marshal; alternate - Town Manager
Gunnison Valley Transportation Planning Region - Town Manager
Ouray County Transit Committee - Public Works Services Administrator; alternate - Town Manager
Ouray County Water Users Association - Councilor Meyer
Water and Land Committee for the Uncompahgre Valley - Councilor Meyer; alternate - Town Manager

Liaisons:

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

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, December 1, 2021 at 4:00 p.m.,
Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
OCTOBER 13, 2021

CALL TO ORDER

The Town Council convened both in-person at 201 N. Railroad Street, Ridgway, Colorado and via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy.

The Mayor called the meeting to order at 5:30 p.m. In attendance Councilors Beck, Ferrelli, Grambley, Lakin, Schuyler and Mayor Clark. Mayor Pro Tem Meyer was not present for the roll call.

CONSENT AGENDA

1. Minutes of the Regular Meeting of September 8, 2021.
2. Register of Demands for October 2021.

ACTION:

It was moved by Councilmember Lakin, seconded by Councilor Grambley and unanimously carried by a roll call vote to approve the consent agenda.

PUBLIC COMMENTS

Dana Ivers addressed the Council regarding the engineering study being conducted pertaining to feasibility of paving Amelia Street. She explained she has 200 acres in a conservation easement on the southwest side of Town, and expressed concerns that paving near the ranch would be detrimental to "what I'm trying to do". She presented the Council with handouts on harmful environmental effects from asphalt; and noted "when you put asphalt down people go too fast".

Mayor Pro Tem Meyer joined the meeting at 5:40 p.m.

Vicki Hawse suggested installation of speed measuring devices on Amelia and Highway 62 for "pedestrian safety". She noted the Town dog regulations do not mention that is illegal in the State "to allow dogs to chase wildlife"; and stated she agrees with the new regulations to "promote the use of xeriscape" but asked the Council not to "forget the importance of planting trees" to support the environment.

Robyn Cascade spoke representing Great Old Broads for the Wilderness. She asked the Council to "follow suit with the County Commissioners" and draft a letter with comments on the GMUG Draft Forest Plan, to include Baldy Mountain and Bear Creek as recommended wilderness areas. Council agreed to Ms. Cascade providing "talking points" to include in a comment letter.

PUBLIC REQUESTS AND PRESENTATIONS

3. Presentation regarding Ridgway School District ballot issues for the November election

Mercedes Gall presented Ballot Initiatives 4A, a mill levy override, and 4B, issuance of general obligation bonds for Ridgway School District R which are being presented to the voters at the November election. She addressed the Council regarding the need for the funds to upgrade the forty year old elementary school, noting “after three years of planning with the community” the proposals will have “a zero increase on taxes” as a grant as been secured for a “7.6 million dollar bond grant”. The “mill levy override will provide operational revenues”. She asked the Council to “advocate for these important local measures”.

ACTION:

Councilmember Schuyler moved to express support for Ridgway School District R-2 Ballot Issues 4A and 4B. Councilor Grambley seconded the motion, and it carried unanimously on a roll call vote.

4. Presentation of the 2020 Fiscal Year Audit

Pete Blair, CPA with Blair and Associates, presented highlights of Town’s financial audit for 2020. He reported the ending fund balance from year end 2019 to 2020 was up \$600,000 in the general fund; \$200,000 in the water fund and \$13,000 in the sewer fund. Total assets increased by 1.5 million, and total liabilities decreased by \$130,000, noting “overall the Town increased it’s net position by 1.7 million which “is pretty remarkable when dealing with COVID 19”. He noted fifty percent of debt is in the general obligation RAMP bond.

Auditor Blair reported the general fund has “one years worth of reserves for expenditures”, and the water and sewer funds “are in a really, really good position”. “The books are in really good shape, they always are”, “overall the Town is in very, very good shape” he stated.

PUBLIC HEARINGS

5. Plat Amendment request for 180 Liddell Drive

Staff Report dated 10-7-21 from TJ Dlubac, Planning Consultant with Community Planning Strategies presenting an application for plat amendment from Eaton 2012 Irrevocable Family Trust, for Lots 2R and 3R within Liddell Stanton Business Park, which are zoned General Commercial.

Planner Dlubac reported in 2007 Lots 2 and 3 went through a plat amendment to adjust a shared property line, which created Lots 2R and 3R. The applicant is requesting to remove the limitation of residential dwellings on Lot 3R. The parcel is identified as Mixed Use Business on the future Land Use Map of the 2019 Master Plan, he noted. He stated staff is concerned that a number of recent projects, including this request, opens the door for decreased commercial, service, office and manufacturing uses, which may begin to upset the balance of land uses throughout the Town, which are necessary for a vibrant community. The Planning Commission has recommended approval with conditions outlined in the staff report.

Tate Roger spoke representing the property owner and stated the goal is to “obtain the highest and best use for the property”, “though there are no plans for it now”, “five residential units on a half acre lot” which will “still generate significant commercial uses”.

There were questions from the Council; and comments by members of the Council expressing the desire to “maintain a balance” of commercial uses in Town.

ACTION:

Councilor Schuyler moved to approve the Plat Amendment for Lots 2R and 3R of Liddell-Stanton Business Park, 180 Liddell Drive, with the six conditions in the Staff Report, Councilor Lakin seconded, and the motion carried unanimously on a roll call vote.

6. Rezoning request Tract D, River Park Business Park, Filing 1

Staff Report dated 10-7-21 from TJ Dlubac, Planning Consultant with Community Planning Strategies presenting an application to rezone Tract D, River Park Business Park Filing 1, from Light Industrial 1 to Mixed Residential.

Planner Dlubac reported the property is located on the east side of River Park Drive, west of Cora and north of Railroad Streets. The subject parcel is adjacent to light industrial and residential, and is currently vacant of improvements or structures. The applicant Alta Investments is requesting to rezone a portion of the lot from Light Industrial to Mixed Residential. The parcel is identified as a Mixed Use Business in the Future Land Use Map of the 2019 Master Plan, however he noted, the Town does not have a Mixed Use Zone District. He stated staff has concerns that with the ability to develop a wider range of residential projects by right in the Mixed Residential Zone, it may be difficult to require the property to provide commercial uses. He also noted staff is concerned that many of the parcels which have been identified as commercial have been developed as residential, and the overall balance in land use of commercial and industrial verses residential, is necessary for a vibrant and sustainable community. He noted the Planning Commission recommended approval without conditions.

Jack Petrucelli spoke representing the applicant noting the request to change the zoning will assist in “bringing the parcel into the subdivision process”.

There was discussion by the Council.

Speaking from the audience Tim Gesse expressed concerns with the parcel becoming a high density mixed use, with potential heights of three stories adjacent to the existing one story residences, noting “my preference is Light Industrial”.

There was discussion by the Council and the consensus was the parcel should be a mixed use.

ACTION:

It was moved by Councilor Lakin to deny the rezoning of Tract D of River Park Business Park, Filing 1 based on the Town’s current code and to preserve the uses for the industrial zone, though Council would consider a rezone request in conjunction with a development proposal that includes an appropriate mixed use. The motion was seconded by Councilor Ferrelli. With the motion on the floor there was a question to the Town Attorney. After discussion Councilor Lakin amended and restated the motion to deny based on the criteria presented in the Staff Report and 7-3-22(A) of the Municipal Code, that the existing conditions for adjacent lots has not changed therefore the rezone should not go through. Council Ferrelli seconded the amended motion. After a call for the vote the motion carried on a roll call vote with Mayor Pro Tem Meyer abstaining.

7. Rezoning request for Filing 1, Replat of Blocks 2, 8 and Alley A of River Park Business Park Outlot P3/C

Staff Report dated 10-7-21 from TJ Dlubac, Planning Consultant with Community Planning Strategies presenting an application to rezone a portion of Outlot P3/C, River Park Business Park Filing 1, from Future Development to Mixed Residential.

Planner Dlubac reported the property is currently vacant with no existing structure or improvements, does not have an access point and no utility connections. Six commercial businesses border the property to the east and properties bordering to the north are residential homes. The western portion of the property is zoned Future Development and eastern portion of the property is zoned Light Industrial. The parcel currently has two zoning classifications, which he noted, staff does not consider to be an advisable situation. Since the request is only to rezone the property, staff is recommending a condition of approval to be remedied through a subdivision process in conjunction with any future development application. The property is currently vacant and the rezoning request does include a development plan or intended uses for the property. The Planning Commission recommended approval with two conditions, he noted.

Jack Petrucelli spoke representing the applicant, Ridgway Light Industrial LLC, and explained “two zones” on the property “is cumbersome to deal with”, noting the area is “a fill in property” more “appropriate for residential uses”.

There were questions from the audience from Tim Gesse and Pat Willits.

There was discussion and comments from the Council.

ACTION:

Moved by Councilor Lakin, seconded by Councilmember Schuyler and unanimously carried by a roll call vote to approve the request to Rezone River Park Ridgway Business Park Filing 1, Replat of Blocks 2, 8 and Alley A, in Outlot PC/3-R2 to Mixed Residential with all conditions outlined in the staff report.

POLICY MATTERS

8. Interviews of Youth Advisory Council candidates and appointment of members

Staff Report from the Town Manager dated 10-7-21 presenting ten applications received to serve on the Youth Advisory Council.

Manager Neill explained in July of 2020 the Council established the Youth Advisory Council with five members, and last school year the first members served. This year the Council received ten applications from Cooper Ahern, Anna Bartschi, Kayla Bolane, Maizy Gordon, Isabella Janda, Gillian Jordan, Indigo Krois, River Randolph, Eleni Wallin and Kaitlyn Winkelmann.

The Council met each of the candidates and asked questions.

The Mayor suggested amending the regulations and comprise the board with ten members instead of five, and appoint all applicants to the Advisory Council. Manager Neill noted staff will prepare a resolution for approval at the next meeting, to amend the authority and procedures for the board.

ACTION:

Moved by Councilor Lakin, seconded by Mayor Pro Tem Meyer and carried unanimously on a roll call vote to appoint all applicants to the Ridgway Youth Council for 2021 and 2022.

The Council took a recess at 7:55 p.m. and reconvened the meeting at 8:00 p.m.

9. Request to close a portion of Laura Street between Clinton Street and the alley located halfway between Clinton and Charles Streets

Letter dated 10-7-21 from Stryker & Company, Inc. requesting closing Laura Street between Clinton and the alley between Charles Street.

The Town Manager noted the request for a three month temporary closure of Laura Street between Clinton and the alley before Charles Street, will facilitate safety on the Space to Create construction site.

Mark Clutts, Project Manager with Stryker and Company noted the request for street closure will allow safe passage for construction trucks hauling steel and concrete into the project site; assist with installation of underground power, water and sewer lines; and provide less disruptions as possible to neighbors.

ACTION:

Mayor Pro Tem Meyer moved to approve the requested closure of Laura Street for three months. The motion was seconded by Councilor Schuyler, and after a call for the vote, was approved unanimously on a roll call vote.

10. Presentation of the Draft 2022 Fiscal Year Budget

The Council received the draft 2022 Fiscal Year Budget from the Town Clerk/Treasurer. She reported Colorado Revised Statute requires the budget officer submit the proposed budget to the governing body by October 15th. The draft document is being presented to meet this time frame, and will be discussed by the Council at the first budget meeting on October 16th she noted.

The Council acknowledged receipt of the draft budget.

11. Resolution No. 21-07 Amending the Town of Ridgway Commercial Design Guidelines

Staff Report from the Town Manager dated 10-7-21 presenting a resolution to amend the commercial design guidelines.

Manager Neill reported at the previous meeting Council adopted Ordinance No. 06-21 which updated the landscape regulations, and the final step in the process is to amend the commercial design guidelines to reflect the recent code changes.

There was discussion by the Council to ensure that trees in parking lots are addressed in the document.

ACTION:

Councilor Schuyler moved to approve Resolution 21-07 with the condition that staff review the item regarding trees in parking lots, seconded by Mayor Pro Tem Meyer the motion carried unanimously on a roll call vote.

12. Resolution No. 21-08 Adopting the National Incident Management System Concept of Emergency Planning and Unified Command

Staff Report from Manager Neill dated 10-7-21 presenting a resolution to adopt the National Incident Management System (NIMS) Concept.

The Town Manager reported the Ouray County Emergency Manager has requested the Council consider adopting the NIMS resolution as the federal government has identified it as the requisite to emergency management system for political subdivisions.

ACTION:

Councilmember Lakin moved to adopt Resolution No. 21-08 Adopting the Nation Incident Management System Concept of Emergency Planning and Unified Command, seconded by Councilor Grambley the motion carried unanimously on a roll call vote.

13. Letter of support for Habitat for Humanity of the San Juans Enterprise Zone Tax Credit Application

Mayor Clark asked the Council to ratify a letter of support prepared for Habitat for Humanity of the San Juans application for Enterprise Zone Tax Credits.

ACTION:

Councilor Lakin moved to ratify the letter of support for Habitat for Humanity of the San Juans Enterprise Zone Tax Credit application. The motion was seconded by Councilor Ferrelli and carried unanimously on a roll call vote.

14. Changes in membership on the Creative Main Street Committee

The Town Manager announced a number of changes to membership on the Creative Main Street Committee and asked Council to recognize Brenda Ratcliff's resignation; Hilary Lewkowitz will no longer be representing the Chamber, but has asked to continue to serve; and Ashley Perkins, new staff member to the Chamber wishes to represent the organization.

ACTION:

Moved by Councilmember Lakin, seconded by Mayor Pro Tem Meyer to approve the changes in membership on the Creative Main Street Committee. The motion carried unanimously on a roll call vote.

15. State Attorney General opioid settlement and recovery fund

Town Attorney Nerlin reported the Colorado Attorney General Office is requesting letters with respect to a proposed settlement of an opiate class action lawsuit. The office hope for 95% of the municipalities to participate in an allocation of the claim funds. He asked Council to approve entering into a memorandum of understanding.

ACTION:

Mayor Pro Tem Meyer moved to approve entering into a memorandum of understanding with the Colorado Attorney General's Office, Councilor Lakin seconded, the motion carried unanimously on a roll call vote.

MISCELLANEOUS REPORTS

The Mayor announced the current Planning Commission chair Doug Canright will not be staying on the commission after his term expires next month. The vacancy will be advertised and he will make the appointment and notify the Council at the next meeting, he explained.

Manager Neill highlighted some of the items contained in the monthly managers report.

Mayor Clark presented a draft resolution which asks the State to incorporate into State legislation stewardships of waterways and watersheds, which will give the Town "legal standing in court for our water shed". He requested to present the document on the next agenda for consideration of approval. The Council agreed.

EXECUTIVE SESSION

The Town Attorney asked the Council to enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(4)(e) for a conference with the Town Attorney for the purpose of receiving legal advice regarding an Application for Water Rights, Case Number: 2019CW3098; and Colorado Revised Statutes 24-6-402(4)(e) for a conference with the Town Attorney for the purpose of receiving legal advice regarding a First Right to Acquire a Portion of Homes related to the Rural Homes, LLC workforce housing project.

ACTION:

Councilmember Lakin moved to enter into closed session, Councilor Grambley seconded, and the motion carried unanimously on a roll call vote.

The Council entered into the closed session with the Town Attorney, Town Manager and Town Engineer at 8:50 p.m.

The Council reconvened to open session at 9:20 p.m.

ADJOURNMENT

The meeting adjourned at 9:20 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

MINUTES OF WORKSHOP MEETING

RIDGWAY TOWN COUNCIL

OCTOBER 21, 2021

The Town Council convened both in-person at 201 N. Railroad Street, Ridgway, Colorado and via Zoom Meeting, a virtual meeting platform, pursuant to the Town's Electronic Participation Policy.

The Mayor called the meeting to order at 6:00 pm. In attendance Councilors Ferrelli, Grambley, Lakin, Schuyler, Mayor Pro Tem Meyer and Mayor Clark. Councilor Beck was absent.

Town Clerk's Notice of Joint Workshop dated October 11, 2021.

Staff Report from the Town Manager dated 10-18-21 presenting the project background, and a letter dated September 20th sent to property owners notifying them of the meeting and presentation of the preliminary design of the Amelia Street Project. Letters and emails received prior to the meeting from Randy and Jen Parker dated 10-20-21 expressing concerns with paving Amelia to Sabeta; Dana Ivers dated 10-18-21 in opposition to paving; Eva House dated 10-20-21 stating concerns with increased traffic if paved; Angela Hawse dated 10-19-21 presenting concerns with paving of roads, driving speeds, pedestrian safety.

Manager Neill explained the 2021 budget contains funding to prepare a preliminary design of Amelia Street from County Road 5 to the Yates Subdivision. At the April 14th Council meeting the engineering consultants presented the project scope, existing conditions and typical sections to obtain direction on the design process. At that time, he noted, the scope of the design included as much curb, gutter, sidewalk, parking and roadway as was practical. Direction from Council was to design two 12 foot drive lanes; retain and work around all existing sidewalk and valley pan; design additional sidewalk on the east side of the street if feasible; project scope to encompass Sabeta Drive on the south, and Yates Subdivision on the north. He reported the engineers have completed "a tremendous amount of work" to produce the current design which includes curb, gutter, valley pan, sidewalk, asphalt and ADA elements. The scope of work also includes a topographic survey, ownership mapping, modeling of existing conditions and identification of encroachments.

Mayor Clark explained the project has been on the Capital Improvement Plan for many years, and engineering was budgeted in the current year to begin the process of evaluating the potential project. Town Engineer Joanne Fagan noted Amelia Street had been identified as a "collector street" similar to Railroad Street, which has already been paved.

Engineer Fagan presented slides of the engineering criteria identified for improving Amelia Street, including pedestrian travel; vehicular travel; drainage; challenges which include limited rights-of-ways, private improvements on rights-of-ways, buildings constructed at grades lower than the road, steep driveways and two major slopes on South Amelia are in the right-of-way. She presented the preliminary design templates; intersections; County Road 5 (CR 5) layout; drawings of culverts, utility and private encroachment impacts with "problematic items" including electricity, telephone, water, sewer, vegetation; cost, financing and phasing. She reported the preliminary cost estimate is between 3.5 and 4 million for the project. She noted the Colorado Department of Transportation has grant funds for sidewalks, but there are no available grant funds for streets; and added "phasing would add to the project cost".

There were questions from the Council to the Engineers. There was discussion by the Council.

SPEAKING FROM THE AUDIENCE:

Robert Savath suggested considering paving 300 to 400 feet west of the intersection at CR5; and noted “there is far less traffic” on the street heading into Sabeta Drive.

Brad Blackwell explained he walks daily on the street and noted the road to Sabeta is rarely used; he asked that “speed in the area” be addressed and suggested speed control such as the current valley pan.

Michael Saftler spoke representing property owner Dana Ivers and reported “she would prefer no improvements past CR 5”. He remarked “stop signs are the best use to control speed” and noted “the idea of a three stop signs on CR 5 is a good idea”. He asked that the area to Sabeta “be kept to a minimum”, noting “it might be overkill to put a sidewalk to Sabeta”.

Andrew McGlone inquired into if there were “any recorded accidents on either north or south Amelia” and “what happens to increased water run off from the highest part of Town”, noting “it’s a real issue”.

Angela Hawse asked the Council to consider “how the decision factors into our Master Plan”, and the need to have “data driving a decision for this project”. She spoke in favor of pedestrian safety, “sidewalks, speed bumps, signage” and state she is “not in favor of paving roads”.

Krista Javoronok explained she is teacher at the school and also a crossing guard from north to south Amelia Streets. She stated “there needs to be increased safety at the intersection”.

Pat Willits stated he feels that “all goals will be accomplished from addressing CR 5 north” including a sweep curve and maintaining stop signs; and noted “I advocate leaving Amelia to Sabeta as it is”.

Dana Ivers stated “I don’t understand how paving a road will slow people down”; questioned the use of asphalt and did not support installation of a sidewalk to Sabeta.

Vickie Hawse said she “agrees with things that have been said” and suggested “collecting more data and community input” on the project. She spoke in favor of installing sidewalks and was “opposed to paving and widening streets”. She questioned what plans would be place to “control speed”.

Angela Hawse noted Council had received a letter from Eva House that states she lives on Amelia with “small children” and wishes to “keep the street the way it is” as it “keeps traffic slow”, and is “not in favor of paving or changing” the street.

Joanna Wasser explained she lives on North Amelia “across from the elementary school” and is concerned about the safety of her family “and children that walk to school on a regular basis”. She stated “we’re not in favor of paving the road, but are in favor of safety measures” and “slowing traffic”.

The Mayor thanked participants for the public comments and noted the Council will evaluate the engineers findings and consider the public input, noting “this is just a preliminary discussion”.

Joint Workshop
October 21, 2020

ADJOURNMENT

The meeting adjourned at 7:50 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL
MINUTES OF BUDGET RETREAT

OCTOBER 23, 2021

The Town Council convened for a budget retreat at 9:00 a.m. in the Ridgway Community Center at 201 N. Railroad Street. The Council was present in its entirety with Councilors Beck, Ferrelli, Grambley, Lakin, Schuyler, Mayor Pro Tem Meyer and Mayor Clark in attendance.

Town Clerk's Notice of Workshop dated October 11, 2021.

The Council received a draft Fiscal Year Budget for 2022; Memorandum from the Town Clerk listing line item locations by funds, for expenditures and revenues in the draft budget; Worksheets of Five and Ten Year Capital Improvement Projects for each of the three funds; a Memorandum from the Town Clerk presenting an update on debt service.

Town Manager Preston Neill presented the meeting goals, and an overview of the budget adoption process.

There was discussion by the Council pertaining to assisting with affordable housing and housing incentives; potential tax on real estate transfers and vacant home surcharge; growth versus an understanding of available water sources; increased traffic; net zero carbon footprint; grey water processing for landscaping.

The Town Clerk presented the draft 2022 Fiscal Year Budget and reviewed with the Council the revenue projections and operational expenditures by each fund.

Lori Messer with Logic Compensation Group presented the Council with the final report of the classification and compensation study performed on behalf of the Town.

She presented slides of an executive summary of the study, and explained objectives were to "survey peer organizations to ensure external competitiveness" and develop recommendations to provide a classification and compensation system "that is equitable, both internally and externally". She noted key deliverables were a classification structure based on job analysis and evaluation; updated job titles to better reflect function and position level internally and relative to the market; conducted a market survey with other municipalities the Town competes with for staffing; established pay structure to ensure market competitiveness; and prepared a cost impact analysis. She reported "classification structures enhance the Town's ability to recruit, facilitate employee retention, promote career development and allow for creation of future positions". Ms. Messer explained the Town does not have classifications and pay ranges in place, so actual salaries were compared to "median actual salaries in the market". The study found the "Town salaries lag and are significantly misaligned with the market by 26.4%". She stated the recommendation is to implement a step salary structure and use implementation cost adjustments "to reflect time in position". She noted maintenance of the classification and compensation systems will require annual review and adjustments based on labor changes, "to ensure the salary structure remains externally competitive", and a salary survey should be conducted every three years to "validate competitiveness of pay system against the Town's targeted comparator market".

Discussion continued with overview of revenues and expenditures contained in the draft budget, and discussion between Council and staff.

The Council took a recess at 12:15 p.m. and reconvened at 12:40 p.m.

The Town Clerk presented the draft worksheets of Five and Ten Year Capital Improvement projects by each fund; Staff Report from the Town Engineer dated 10-20-21 presenting background and findings on a granular activated carbon system for the water plant. Council and staff reviewed and discussed the documents. Staff was directed to research costs to install sidewalk, curb, gutter along Amelia Street from County Road 5 to the Yates Subdivision and possible grant funding from the Department of Transportation; and to transition the chlorine dioxide machine at the water plant, and install a granular activated carbon system.

The Town Manager presented a progress report of the 2021 Strategic Plan and reviewed the items with Council. The Council gave direction on items and projects to add into the 2022 plan.

The meeting adjourned at 2:50 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

**Town of Ridgway
Register of Demands
November 2021**

Name	Memo	Account	Paid Amount
Region 10		Alpine-Operating Account	
	Enterprise Zone fees	781POO · Events & Festivals	-128.00
TOTAL			-128.00
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-441.00
TOTAL			-441.00
DHM Design		Alpine-Operating Account	
	river study 8/18-9/24	719POO · Contractural Services	-2,521.25
TOTAL			-2,521.25
Clear Networx, LLC		Alpine-Operating Account	
	Nov 2021	543GOO · Telephone	-56.00
	Nov 2021	643GO2 · Telephone	-56.00
	Nov 2021	843GO3 · Telephone	-61.00
	Nov 2021	943WOO · Telephone	-56.00
	Nov 2021	943SOO · Telephone	-56.00
	Nov 2021	530GOO · Computer	-50.00
	Nov 2021	630GO2 · Computer	-50.00
	Nov 2021	730POO · Computer	-50.00
	Nov 2021	830GO3 · Computer	-50.00
	Nov 2021	930WOO · Computer	-50.00
	Nov 2021	930SOO · Computer	-50.00
	Nov 2021	930WOO · Computer	-50.00
	Nov 2021	930SOO · Computer	-25.00
	Nov 2021	630GO2 · Computer	-25.00
	Nov 2021	843GO3 · Telephone	-55.00
TOTAL			-740.00
3xM Grinding & Compost LLC		Alpine-Operating Account	
	refuse dumped off Green St	628GO2 · Other - streets	-950.00
TOTAL			-950.00
Community Planning Strategie...		Alpine-Operating Account	
	planner - Sept 2021 - general	513GOO · Planning Consulting	-1,501.25
	planner - Sept 2021 - landscape regs	513GOO · Planning Consulting	-212.50
	planner - Sept 2021 - North Seal S/D	513GOO · Planning Consulting	-67.50
	planner - Sept 2021 - Mclsaac S/D	513GOO · Planning Consulting	-1,867.50
	planner - Sept 2021 - Ridgway Homes L...	513GOO · Planning Consulting	-877.50
	planner - Sept 2021 - bldg permits	513GOO · Planning Consulting	-370.00
	planner - Sept 2021 - RLI rezone	513GOO · Planning Consulting	-45.00
	planner - Sept 2021 - Lakin-Arnold replat	513GOO · Planning Consulting	-403.75
	planner - Sept 2021 - Ironrail Townhomes	513GOO · Planning Consulting	-630.00
TOTAL			-5,975.00

Town of Ridgway
Register of Demands
November 2021

Name	Memo	Account	Paid Amount
Xerox Financial Services		Alpine-Operating Account	
	Xerox lease - Oct 2021	948SOO · Office Equipment - Leases	-7.63
	Xerox lease - Oct 2021	948WOO · Office Equipment - Leases	-15.26
	Xerox lease - Oct 2021	548GOO · Office Equipment - Leases	-129.75
TOTAL			-152.64
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-32.62
TOTAL			-32.62
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - c cntr/t hall	-34.19
		842GO3 · Utilities	-34.20
		542GOO · Utilities	-34.19
TOTAL			-102.58
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-21.18
		642GO2 · Utilities	-21.18
		942SOO · Utilities	-21.18
		942WOO · Utilities	-21.17
TOTAL			-84.71
Black Hills Energy-Broadband		Alpine-Operating Account	
		783PO1 · Broadband Station	-14.62
TOTAL			-14.62
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-12.43
		942SOO · Utilities	-12.42
		942WOO · Utilities	-12.43
TOTAL			-37.28
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-24.85
TOTAL			-24.85
Grand Junction Pipe & Supply ...		Alpine-Operating Account	
	fittings	932WOO · Supplies & Materials	-1,291.52
TOTAL			-1,291.52

Town of Ridgway
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Name	Memo	Account	Paid Amount
CIRSA		Alpine-Operating Account	
	addition of vac truck	920WOO · Insurance (Property/Casualty)	-48.77
	addition of vac truck	920SOO · Insurance (Property/Casualty)	-48.76
TOTAL			-97.53
Kim's Housekeeping LLC		Alpine-Operating Account	
	Oct 2021	779POO · Janitorial Service - parks	-900.60
	Oct 2021	779PO1 · Janitorial Services - cntr/thal	-300.20
	Oct 2021	545GOO · Janitorial Services	-300.20
TOTAL			-1,501.00
Sunset Automotive		Alpine-Operating Account	
	steering stabilizer - Chevy	661GO2 · Vehicle & Equip Maint & Repair	-297.88
TOTAL			-297.88
Valvoline Instant Oil Change		Alpine-Operating Account	
	oil - 2018 Explorer	860GO3 · Gas & Oil	-61.18
	oil - Durango	860GO3 · Gas & Oil	-67.12
TOTAL			-128.30
Climb Tree Services		Alpine-Operating Account	
	chipper rental - branches	775POO · Park Improvements	-2,550.00
TOTAL			-2,550.00
WestCo		Alpine-Operating Account	
	4th qtr 2021	885GO3 · Dispatch Services	-10,400.19
TOTAL			-10,400.19
SGS Accutest Inc		Alpine-Operating Account	
		990WOO · Testing - water	-102.56
TOTAL			-102.56
Rocky Mountain Aggregate & C...		Alpine-Operating Account	
		635GO2 · Gravel & Sand	-3,277.37
TOTAL			-3,277.37
Caselle Inc		Alpine-Operating Account	
	Dec 2021	914SOO · Consulting & Engineering Servs	-159.50
	Dec 2021	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00

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Name	Memo	Account	Paid Amount
Ouray County Road & Bridge		Alpine-Operating Account	
	Oct 2021	560GOO · Gas & Oil	-84.59
	Oct 2021	660GO2 · Gas & Oil	-924.56
	Oct 2021	760POO · Gas & Oil	-770.99
	Oct 2021	960WOO · Gas & Oil	-734.75
	Oct 2021	960SOO · Gas & Oil	-965.28
	Oct 2021	860GO3 · Gas & Oil	-2,094.15
TOTAL			-5,574.32
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
NAPA		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-28.15
		932WOO · Supplies & Materials	-28.14
		932SOO · Supplies & Materials	-28.14
TOTAL			-84.43
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-33.66
		915SOO · Dues & Memberships	-33.66
TOTAL			-67.32
Bruin Waste Management		Alpine-Operating Account	
	second pick-up - Oct 2021	742POO · Utilities	-94.81
TOTAL			-94.81
Southwestern Systems Inc.		Alpine-Operating Account	
	camera inspection of lines	931SOO · Maintenance & Repairs	-3,573.40
TOTAL			-3,573.40
UMB Bank, N.A.		Alpine-Operating Account	
	interest	591GOO · BB&T Financing	-14,214.00
		591GOO · BB&T Financing	-90,000.00
TOTAL			-104,214.00

Town of Ridgway
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Name	Memo	Account	Paid Amount
Pro Velocity		Alpine-Operating Account	
	Dec 2021 maintenance	556GOO · IT Services	-206.67
	Dec 2021 maintenance	615GO2 · IT Services	-206.66
	Dec 2021 maintenance	729POO · IT	-206.66
	Dec 2021 maintenance	820GO3 · IT Services	-206.67
	Dec 2021 maintenance	917WOO · IT Services	-206.67
	Dec 2021 maintenance	917SOO · IT Services	-206.67
		556GOO · IT Services	-170.00
		917WOO · IT Services	-42.50
		917SOO · IT Services	-42.50
		556GOO · IT Services	-286.88
		820GO3 · IT Services	-237.58
		917WOO · IT Services	-74.37
		917SOO · IT Services	-74.37
		917WOO · IT Services	-42.50
		917SOO · IT Services	-42.50
		556GOO · IT Services	-370.00
		917WOO · IT Services	-106.25
		917SOO · IT Services	-106.25
		556GOO · IT Services	-85.00
		729POO · IT	-106.25
TOTAL			-3,026.95
The Paper Clip LLC		Alpine-Operating Account	
		541GOO · Office Supplies	-113.11
		941WOO · Office Supplies	-31.16
		941SOO · Office Supplies	-31.16
TOTAL			-175.43
True Value		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-65.02
		634GO2 · Safety Equipment	-18.90
		732POO · Supplies & Materials	-148.68
		961SOO · Vehicle & Equip Maint & Repair	-33.73
		932SOO · Supplies & Materials	-90.17
		932WOO · Supplies & Materials	-50.41
		961WOO · Vehicle & Equip Maint & Repair	-6.74
TOTAL			-413.65
Montrose Water Factory, LLC		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-7.38
		732POO · Supplies & Materials	-7.37
		932SOO · Supplies & Materials	-7.37
		932WOO · Supplies & Materials	-7.38
TOTAL			-29.50

Town of Ridgway
Register of Demands
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Name	Memo	Account	Paid Amount
Verizon Wireless		Alpine-Operating Account	
		741POO · Telephone	-72.19
		943SOO · Telephone	-64.68
		943WOO · Telephone	-112.55
		843GO3 · Telephone	-162.20
		543GOO · Telephone	-91.10
		643GO2 · Telephone	-72.18
		552GOO · GIS Mapping - admin	-10.01
		952SOO · GIS Mapping - sewer	-10.00
		952WOO · GIS Mapping - water	-50.02
		830GO3 · Computer	-160.04
TOTAL			-804.97
Logic Compensation Group, LLC		Alpine-Operating Account	
	comp survey phase 4	519GOO · Contractual Services	-1,500.00
TOTAL			-1,500.00
San Miguel Power Assoc, Inc.		Alpine-Operating Account	
	9/19/21-10/18/21	542GOO · Utilities	-67.52
	9/19/21-10/18/21	783PO1 · Broadband Station	-114.78
	9/19/21-10/18/21	638GO2 · Street Lighting	-349.44
	9/19/21-10/18/21	642GO2 · Utilities	-54.19
	9/19/21-10/18/21	742POO · Utilities	-292.19
	9/19/21-10/18/21	742PO1 · Utilities - c cntr/t hall	-67.51
	9/19/21-10/18/21	842GO3 · Utilities	-67.52
	9/19/21-10/18/21	942SOO · Utilities	-3,949.36
	9/19/21-10/18/21	942WOO · Utilities	-765.35
TOTAL			-5,727.86
Pureline Treatment Systems		Alpine-Operating Account	
	Nov 2021	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00

AGENDA ITEM #6

AGENDA ITEM #7

To: Honorable Mayor and Town of Ridgway Town Council
Cc: Preston Neill, *Ridgway Town Manager*
From: TJ Dlubac, AICP, *Community Planning Strategies, Contracted Town Planner*
Date: November 5, 2021
Subject: Riverfront Village Preliminary PUD and Preliminary Plat for November 10th TC Meeting

APPLICATION INFORMATION

Request: Approval of a Preliminary PUD and Preliminary Plat
Legal: A portion of Lot 1 Triangle Subdivision
Address: N/A
General Location: North of SH62/Sherman Street, west of US550, and east of and adjacent to the Uncompahgre River
Parcel #: 430516215001
Zone District: GC General Commercial District
Current Use: Vacant
Applicant: Jim Kehoe, KEO studioworks
Owner: Joel Cantor, Alpine Homes – Ridgway LLC

PROJECT REVIEW

BACKGROUND

The lot has been previously platted as Lot 1, Triangle Subdivision in 1992 at Reception #150643. Lot 1 is a total of 8.141 acres and include both the east and west sides of the river. A portion of Lot 1 which includes the river and property west of the river was deeded to the Town in 2008 at Reception #196855. Figure 1 depicts the general location of the project site.

REQUEST

This Preliminary Planned Unit Development (PUD) Plan and Preliminary Plat are for a portion of Lot 1, identified as Lot 1R on the plans, containing 4.29 acres. The Owner is requesting a PUD zoning to allow a multi-building, mixed-use development on a portion of Lot 1, Triangle Addition to be known as Riverfront Village PUD.

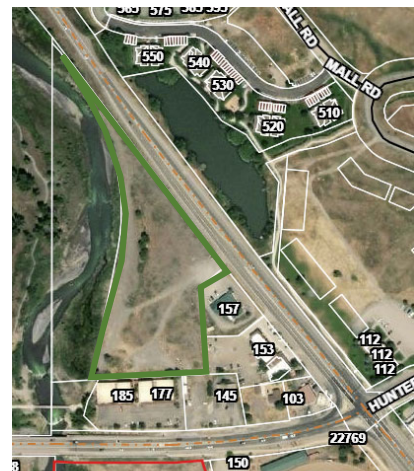


Figure 1. General Location

The project includes a total of 38 residential units and four (4) commercial units. The commercial units total approximately 3,983 square feet of ground-floor commercial area in one (1) mixed-use building. The uses of each building are as follows:

<i>Building</i>	<i>Commercial Sq. Ft.</i>	<i>Residential DU</i>
Building CM	3,983	4
Buildings M1		6
Building M2		8
Building M3		10
Buildings D1 – D5		10
Totals	3,983sf	38

The project proposes public easements for a park towards the northern end of the property and a multi-use trail along the western edge of the property and along the eastern bank of the Uncompahgre River.

The project will include the extension of water and sewer main service lines to the project site, town owned and maintained water and sewer mains within easements within the parcel, a privately owned and maintained internal street network, a master sign plan, and a new access to HWY 550 which will be coordinated with CDOT.

CODE REQUIREMENTS

RMC §7-3-16(B) CRITERIA FOR A PUD

A Planned Unit Development must meet the following conditions for approval:

- (1) It shall be in general conformity with the Town’s Master Plan.
- (2) All landowners within the PUD shall consent, in writing, to the PUD.

RMC §7-3-16(E) PROCEDURES:

- (1) PUDs shall be reviewed with the same procedures for review of subdivisions as found in Subsection 7-4-5 Subdivision Procedures. A public hearing shall be held on the PUD pursuant to the Review Procedures of Section 7-3-23.
- (2) Approval of the PUD by the Town is purely discretionary. If the Town and the applicant do not agree on all required conditions and the plan, the Town may deny approval, or the Town may unilaterally impose conditions. If the developer does not accept the conditions, that development must adhere to standard dimensional, subdivision and zoning requirements.

RMC §7-3-16(F) REQUIRED IMPROVEMENTS AND STANDARDS:

The PUD Plan shall provide for construction of the same improvements required for subdivisions in Subsection 7-4-6 and design standards of subsection 7-4-7.

RMC §7-3-16(G) ADDITIONAL REQUIREMENTS:

The PUD shall also show the location, size, and number of dwelling units, proposed uses for all buildings and shall further set out the location of all proposed parking areas, streets, sidewalks, bike paths, and other improvements and structures. Where appropriate, parameters, limits, or specifications may be approved in lieu of exact locations, numbers, and sizes.



ANALYSIS

COMPLIANCE WITH COMPREHENSIVE PLAN

This parcel is identified as *Mixed-Use Business* on the Future Land Use Map of the 2019 Master Plan. This anticipates the following land uses and development patterns on this parcel:

Maximum Density / Height	12 to 18 du/ac; typically, 3 stories or less, but may be taller in some instances
Primary Uses:	Retail stores, professional offices, commercial services, restaurants
Supporting Uses	Parks and recreational facilities, civic and government facilities, higher density residential uses, and alternative energy installations
Characteristics	<ul style="list-style-type: none"> Mixed-Use Business areas are intended to support a range of commercial uses that serve residents and tourists. Developments within these areas are more auto oriented than those found in the Town Core but should still consider the needs of pedestrians and bicyclists in the overall design. Higher-density residential uses are encouraged, either above ground floor commercial uses or in standalone buildings, generally as part of a mixed-use development.

The project should be in general conformance with the goals and policies identified within the 2019 Master Plan and the Future Land Use Map. Figure 2 depicts the Future Land Use classification of the subject property and surrounding area. The Master Plan provides important insight into the community’s vision. Though these goals are not firm requirements, it is important that the applicant showcase the various ways their project meets these goals.

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

- ENV-2: Strengthen the Uncompahgre River corridor as a community and environmental resource.
- COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.
- COM-2: Encourage a diversity of housing options that meet the needs of residents.
- CHR-1: Support vibrant, diverse, safe, and well-connected neighborhoods.
- CHR-5: Promote a range of opportunities and spaces for community gatherings and interactions.
- CHR-6: Maintain and enhance Ridgway’s gateways, entry-corridors, and scenic vistas.



Figure 2. Future Land Use Map

- CHR-7: Develop an interconnected system of parks, trails, open space, and recreational facilities that meets the needs of Ridgway's residents and visitors.
- GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of residents and business as the town grows.
- GRO-4: Develop a safe and efficient multi-modal transportation system, balancing the needs of all users.

LAND USES

The applicant is requesting a mixed-use development that offers approximately 3,983 square feet of commercial uses and a total of 38 residential dwelling units on the 4.29-acre parcel.

The property is currently zoned GC General Commercial. Section 7-3-11 of the RMC identifies the uses by right and conditional uses permitted in the GC zone district. Section 7-3-16(C)(1) explains that all uses by right and conditional uses may be permitted in a PUD when they are approved as part of the PUD. The Riverfront Village PUD would allow for all uses allowed by right in the GC zone district. Additionally, the following are uses are uses requiring a conditional use permit in the GC zone district but requested to be allowed by right within the PUD plan by the applicant:

- (1) Townhouse dwellings, Triplex dwellings, and Fourplex dwellings.
- (14) Buildings 27' to 35' in height or containing more than 10,000 square feet of gross floor area.



Figure 3. Zoning Map

It is important to note that the mix of uses has changed since the Sketch Plan reviewed by the Planning Commission in 2020. Since the Sketch Plan approval, the developer has removed a commercial building that was intended to be a restaurant. Therefore, the amount of commercial square footage has been significantly reduced in this project. The area that was going to be a restaurant (northwest area of property) is now identified as a park which will be accessible to the public through the dedication of an easement. This change, while it alters the commercial uses of the project, provides a public amenity adjacent to the river corridor and trail.

The list of allowed uses has been refined further based on additional discussions with the applicant. By approving the PUD plan, the requested uses will be allowed by right. The Town Council should evaluate the requested conditional uses against the criteria set forth in Sec. 7-3-19 of RMC when considering the PUD plan. Those criteria are:

- (1) The use will not be contrary to the public health, safety, or welfare.
- (2) The use is not materially adverse to the Town's Master Plan.
- (3) Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience.
- (4) The use is compatible with existing uses in the area and other allowed uses in the District.
- (5) The use will not have an adverse effect upon other property values.

- (6) The location of curb cuts and access to the premises will not create traffic hazards.
- (7) The use will not generate light, noise, odor, vibration, or other effects which would unreasonably interfere with the reasonable enjoyment of other property in the area.
- (8) Visual impact due to a building's size shall be mitigated by means of design, landscaping, berming, and other methods of site treatment, and must be compatible with the mass and scale of existing buildings on adjacent properties, or if there are no such buildings, compatible with the mass and scale of buildings in the Town generally.

By approving the proposed PUD plan, the Town Council is also approving the following conditional uses:

- *Townhomes:* The developer would like to utilize the PUD plan process for the conditional use to allow for townhouses in the GC zone district.
- *Two Multifamily buildings greater than 10,000 square feet:* The applicant would like to utilize the PUD process for the conditional use of two multi-family buildings greater than 10,000 square feet within the GC zone district. Buildings M2 and M3 are both over 10,000sf and, if the PUD is approved, these buildings would be approved at 14,153sf and 16,506sf, respectively.
- *Two Multifamily buildings with a maximum height of 35 feet:* The applicant would like to also gain approval for buildings M2 and M3 to exceed the required height of 27' feet to allow a maximum height of 35'. The approximate heights of these buildings are 34'-6" and 34'-4", respectively. This increase of building height is allowed as a conditional use in the underlying GC zone district.

Upon review, these requests appear to meet the purpose and intent of the project as well as the criteria for conditional uses. Furthermore, these two buildings are in the interior portion of the property and are generally screened by buildings within the project to the north and west and existing commercial buildings to the south and east. Also, the two buildings are compatible with the mass and scale of existing buildings on adjacent properties per Sec. 7-3-11(C)(2) of RMC.

DIMENSIONAL STANDARDS

Section §7-3-15(A) sets forth the required dimensional standards which shall be met for various uses within each zone district. For the GC zone district, the following standards apply to all proposed uses:

<i>Standard</i>	<i>Requirement</i>	<i>Proposed</i>
Min. Lot Width	30'	300'+
Min. Lot Size	5,000sf	187,308sf
Max. Lot Coverage	60%	60.2%
Min. Front Setback	15'	Approximately 60' to buildings along US550
Min. Rear Setback	8'	15'
Min. Side Setback	5'	11' along the east and 24' along the west
Max. Side on Corner Lot	7.5'	N/A
Structure Height	27'	Varies – see table below



<i>Standard</i>	<i>Required</i>	<i>CM</i>	<i>M1</i>	<i>M2</i>	<i>M3</i>	<i>D1</i>	<i>D2</i>	<i>D3</i>	<i>D4</i>	<i>D5</i>
Width	30'	300' +								
Size	5,000	186,872.4sf (4.29ac)								
Lot Coverage	60%	Bldg. (35,085.66sf) + Hardscape (77,488.34sf) = 112,573.34/186,872.4sf = 60.2%								
Front Setback	15'	60'	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Rear Setback	8'	N/A	N/A	N/A	62'+	N/A	N/A	N/A	N/A	15'
Side Setback	8'	75'	24'	11'	31'	20'	20'	19'	19'	28'
Max. Bldg. Height Allowed	27' (35' w/CU)	27'	27'	35'	35'	27'	27'	27'	27'	27'
<i>Approx. Actual Bldg. Height Proposed</i>		26'-10'	A: 25'-10" B: 26'-4"	34'-6"	34'-4"	25'-7"	24'-10"	24'-7"	25'-2"	24'-1"
<i>Actual building height shall be provided with building permit plans and shall be in compliance with the provisions of the maximum building height allowed by these PUD standards.</i>										
High-Water Mark Setback	75'	N/A	A: 30'-5" B: 30'-8"	N/A	N/A	40'-8"	116'-7"	133'	171'-6"	164'-10"

- High-Water Mark Setback distance to buildings M1 and D1: Development between 25' and 75' from the high-water mark shall be reviewed pursuant to a Conditional Use review (Sec. 7-3-14(E)(1) of RMC. The Town Council should consider these criteria when evaluating the two buildings (M1 and D1) located less than 75' from the high-water mark of the Uncompahgre River.

The applicant's request stated that they would like to utilize the PUD process for the conditional use to allow buildings between the 25' and 75' of the high-water mark. The ecological Character Study describes this area as disturbed and depredated with no native vegetation and no defining natural habitat within the majority of the project location and within the 25' and 75' area from high-water mark.

- Maximum building height: Midpoints of all building roofs were added to each building elevation on plan sheets. In the GC zone district, a maximum height of 27' is permitted. The allowed height may be increased to 35' following Conditional Use approval. The PUD requests increased heights for buildings M2 and M3 to 35' (See maximum building height allowed row in table above). The Town Council should consider Conditional Use criteria when evaluating the height allowances for these two buildings since approving the PUD plan would approve this increased height allowance.

Update Since Planning Commission Hearing:

While the plan itself has not changed, the calculations have been refined through various reviews and resubmittals. In particular, the lot coverage calculation has changed as the landscape plan has been updated and amended to 60.2%. The coverage calculation that went to the Planning Commission on July 13th was 56.2% and the maximum lot coverage allowed in the underlying zone district is 60%. Therefore, if approved by the Town Council, such approval would also include the allowed lot coverage to increase from 60% to 60.2%. If the figure changes based on additional information obtained, a variance or amendment to this PUD would be required.

RESIDENTIAL USES

As noted above, there are 38 total residential units proposed in this development for a total residential density of 8.8 units per acre. The residential units are proposed in a mix of structure types from



attached duplex units, to townhomes, and multi-family buildings. Adequate parking is provided for the residential uses with covered and uncovered options as well as private garages.

Note 5 on sheet 2 of the Preliminary PUD and Plat (Attachment 3) states that short-term rentals will be limited to townhouse units only and must be in compliance with applicable Town of Ridgway Municipal Code requirements. As explained in the overall site plan (Attachment 4), the only townhouse units are buildings D1-D5. Therefore, short-term rentals would be limited to 10 total units on the property. This will need to be memorialized in various locations and be made to be consistent in each of the locations such as a note on the PUD plan, in the Development Agreement, and in the declarations.

Town staff and the development team have discussed these items and reached agreement in the most recent version of the plan documents. It was agreed that short term rental standards and deed restricted housing would be identified in both the plat notes and the development agreement. Town staff has coordinated the language between the two documents, and they now complement each other.

- Short term rentals are limited to Townhomes and shall meet the applicable Ridgway Municipal Code requirements.
- The deed restricted housing note specifies the units set aside for deed restrictions and the provisions of the deed restrictions are provided in the Development Agreement. The language included in the agreement is consistent with the town's typical requirements.

The updated Development Agreement and Preliminary Plat, depicting these agreed upon concepts, are attached and are acceptable to town staff as attached. No additional condition is needed to ensure compliance with short-term rental and deed restricted housing provisions.

COMMERCIAL USES

The only building currently providing commercial uses for the entire development is in building CM. 3,983 square feet of "ground floor retail commercial" is proposed. This building is located along the eastern portion of the property and is laid out parallel to US550. There are no additional provisions limiting or identifying the allowed uses and this term is quite general.

The uses that would be allowed are all of those allowed within the GC zone district as permitted by this PUD. While a conservative parking requirement standard was applied to the commercial portions of this project, at such time an end user is known, the parking requirements will need to be assessed to ensure adequate parking is provided based on that particular use. This will be evaluated through the building permit process.

PUBLIC ACCESS AREAS

Approximately 11.8% of the project area is slated as public use area. This area includes the river trail, river park, commercial plaza, and the sidewalk from the river to the CM building.

Public Easements: Following a discussion on whether ownership and maintenance of the park and trail property would be transferred to the Town or if the property would remain owned by the developer, the developer decided it would be best to keep ownership of both the park and the trail and a public easement would be dedicated was the preferred method.

Park: The developer proposes a shelter to be installed at the park and will be responsible for installing and maintaining all improvements. The park is intended to be for passive use. This would include landscaping, shelters, and minimum improvements and will not include any recreational programming. The developer would like this to remain a quiet and relaxing amenity where residents of the project and the general public can enjoy the natural beauty of this location.



Pedestrian Connection: Through previous reviews, the Town had requested a public access easement be provided to connect the HWY 550 corridor to the river trail closely aligned with the current social trail traversing the property. To address this needed connection, the property will include a public access easement along the southern property line and the emergency access easement to provide a public connection through the property that is not invasive on the future residents.

PARKING

A rate of 1 space per 250 square feet was used to calculate the required parking for building CM. This is consistent with the general retail parking requirements. If a more intense use such as a restaurant or convenience store go into the CM building, there may be additional parking required. The RMC requires 1 space per multi-family dwelling unit and 2 spaces per single family and duplex uses. Based on these calculations, the project requires 64 parking spaces and 98 total spaces are provided.

A total of 42 surface parking spaces are provided on the site. These are adequate for the needs of Building CM and additional guest parking for the residential units. Each residential building provides private parking spaces for each unit. The table below depicts the required and provided parking spaces.

Each parking space is 9'x20' in size, exceeding the required 8'x20' minimum size.

Standard	CM	M1	M2	M3	D1 – D5	Totals
Commercial Use	<i>1sp/250sf = 16 sps</i>					
Residential Use	4	6	8	10	2ea	
Total Required:	20	6	8	10	20	64
Provided:	24	10	16	18	20	
Additional Guest Spaces:	0	2	4	4		
Total provided:	24	12	20	22	20	98

ACCESS & INTERNAL CIRCULATION

HWY550: The primary access point for this project will be a new access along US550 north of the current access point. This will serve as access to the commercial uses, the 38 residential units, and be the primary access point for Lot 2, Triangle Subdivision which is the parcel south of and adjacent to this project adjacent to US550. The existing and proposed access easements have been clarified throughout the plat and provide adequate access to Lot 2.

Emergency Access: There is a secondary access point to US550 in the area of the current dirt access. This will be an emergency access only and will have a breakaway barrier installed.

UPDATE SINCE PC:

The Planning Commission added a condition (#6) that an emergency access easement be added to allow egress to the east from Alpine Loop. The applicant has added this easement to the plat and PUD, however, the note states that it is dedicated by the plat, and this cannot occur since it encumbers property that is not included in the plat. Therefore, this easement, while depicted on this plat and site plan, will have to be established by separate instrument. Recommended conditions #2 and 4 have been included in the staff recommendation to address this concern.

Internal Circulation: All internal roadways are privately owned and maintained. The internal roadways are identified as a minimum of 24' which appears to be adequate for residential use. A 15' emergency access easement and gravel access road is provided along the south and east sides of Buildings M3.



Access Road: An access road, named Jasper Lane, is provided at a 24' width to provide access off of HWY 550 to Riverfront Drive (the residential area of the project) as well as extending further to the southeast to provide access to parking for the CM building and, eventually, to Lot 2 to the south of this project. The Town had brought up questions about the width of this drive aisle explaining that pursuant to Sec. 7-4-7(C)(13), a Marginal Access Street should be 40' wide. Based on this comment, the applicant provided the following response for Planning Commission's consideration:

The commercial Access Drive is not a publicly dedicated road. This parking lot and drive access together equals 40' and dedicated for the CM mixed-use building with four residential units and 3,983 square feet of commercial, totaling 24 parking spaces. The access easement to Lot 2 is also within this access drive. The 24' width of drive aisle is adequate for two-way traffic and emergency access.

With the approach to create a site with the maximum amount of open space and achieving a balance of lot coverage and only 3,983 square feet of commercial and 24 parking spaces, a 40' ROW appears excessive and would preclude the CM building from fitting on the site with the required parking.

Alley's: Sec. 7-4-7(C) requires alleys in commercial areas unless the requirement is waived by the Planning Commission. In response to this request, the applicant provided the following:

The commercial building CM at 3,983 sf has been designed with an interior rear access corridor for the tenant spaces accessed at the southeast corner of the building directly connected to a service area within the parking lot. This approach reduces more paving and separates access to the housing units above.

Upon review and evaluation of this standard in the context of this project, staff is amenable to the waiver request and if the Planning Commission chooses to approve the proposed PUD plan, this waiver would be effectively approved as well.

UTILITIES

While great progress has been made over the last few months on the utility design, layout, and construction documents, there are still a number of detailed, technical engineering comments that have not been satisfactorily addressed by the development team at this time. Staff feels that, if the Town Council agrees, a condition of approval requiring all outstanding engineering comments dated October 22, 2021 (Attachment 15) shall be addressed to an acceptable level prior to the PUD being recorded with the Ouray County Clerk and Records Office. (See recommended condition #1)

Water Service: Water service will be obtained by connecting to an existing 8" water line south of the property. The 8" line loops through the parcel within the roadways and easements and serves the residential units and commercial buildings.

Sewer Service: Sewer service will be obtained by connecting to an existing 15" main line south of the property. The 15" sewer main is being extended along the southern property line to serve the development and future growth on the east side of US550. There are also 8" sewer mains proposed to serve the development.

EASEMENTS

Great progress has been made related to clarifying and identifying appropriate easements throughout the property; however, there are still some outstanding items which need to be addressed associated with easements. Since these outstanding items are technical in nature, staff suggests that a condition of approval be incorporated to ensure the easement language is adequate and acceptable to town staff



prior to the PUD and preliminary plat being recorded with the Ouray County Clerk and Records office. (See recommended conditions #2 and 4)

ARCHITECTURE AND DESIGN

The architectural design has been revamped by the applicant team to comply with the Town’s residential design standards. The latest round of elevations submitted accurately depict the discussions had between staff and the applicant.

CM, M1, M2, & M3 Buildings: These buildings appear to meet the residential design standards set forth in Sec. 6-6-5 of the RMC. Buildings M2 & M3 are being proposed to exceed the 27’ height limit and meet the maximum height limit allowed through a conditional use review of 35’ (See discussion on Dimensional Standards above for more information and analysis.)

Townhomes along the west edge of the property: Sec. 6-6-5(A)(4) of the RMC requires that no two townhomes with substantially similar elevations be located adjacent to each other. This provision applies to the five buildings (D1 – D5) along the western edge of the property. The most up to date version of the elevations, which has been reviewed by staff, is included as Attachment 7 to this staff memo. The elevations depict differentiations in the two elevations including color palettes, type and use of different materials, and differences in window articulation, size, and location to meet the standards. It will be important for the Town Council to determine if the proposed elevations substantially comply with the requirements of 6-6-5 of the RMC.

LANDSCAPING & ILLUMINATION

After evaluating the RMC requirements applicable at the time, the application was submitted and the revised landscape regulations adopted in September 2021, the development team opted to design the projects landscaping in conformance with the newly adopted standards. Since these will be the standards moving forward, staff was agreeable to this and, therefore, the application and its landscape plan have been reviewed against the updated landscape regulations. (See Landscape Narrative on pages 8-9 of the Project Narrative, Attachment 2.)

<i>GC Standard</i>	<i>Requirement</i>	<i>Proposed</i>
Minimum Required Landscape Area	30% of Gross area: 56,061 sf	74,298 sf
Minimum live ground cover	10% of req. landscape area: 5,606 sf	62,553 sf
Minimum non-live cover	20% of req. landscape area: 11,212.34 sf	11,745 sf
Required trees	1 per 2,000sf of required landscape area: 56,061 / 2,000 = 29	105
Front yard	25% = 8	17
Required Shrubs	2 per 3,500sf of required landscape area 56,061 / 3,500 = 16 x 2 = 32	141
Front yard	25% = 9	9

Based on the review of the landscape plan and the lighting plan (see Attachment 6), all RMC standards have been met.



UPDATE SINCE PC:

Updated landscape and lighting plans have been submitted and reviewed against applicable RMC standards and have been determined to be in compliance with the standards. Therefore, Planning Commission recommended conditions #1 and #2 have been met and no longer necessary to be included in the recommendation. Please see the amended staff recommendation at the end of this staff memo.

MASTER SIGN PLAN

The applicant has submitted a Master Sign Plan pursuant to Sec. 7-3-17(J) of RMC following the last Planning Commission meeting. The Master Sign Plan was reviewed against the code requirements:

- The total allowable signage square footage is 150sf. This allowance may increase by 30% (195 total square footage) through a Master Sign Plan. Based on staff's most recent review, the total square footage exceeded the maximum allowable 195sf with a proposed total of 187.333sf.
- Sec. 7-3-17(H)(1) states that only one face of a two-faced sign that conveys the same message counts towards the total allowable square footage. Therefore, the neighborhood sign only accounts for 15'-4".
- The project is proposing the following signs:

<i>Sign Type</i>	<i>Square Footage</i>
Neighborhood Sign	15.333sf
Entry sign	32sf
Projecting signs	5 signs @ 8sf ea. = 40sf
Wall Signs	5 signs @ 20sf ea. = 100sf
Total Area:	187.333sf

- Other than the total square footage, the Master Sign Plan appears to meet the sign standards. The Master Sign Plan is attached to this report at Attachment 8.

UPDATE SINCE PC:

An updated Master Sign Plan was submitted and reviewed against applicable RMC standards and have been determined to be in compliance with the standards. Therefore, Planning Commission recommended condition #3 have been met and no longer necessary to be included in the recommendation. Please see the amended staff recommendation at the end of this staff memo.

DEVELOPMENT AGREEMENT

A development agreement will be entered into for this project to outline expectations, responsibilities, and various provisions affecting the allowed development of the project. The Development Agreement will be a separate action made by the Town Council and could occur after the PUD and Preliminary Plat are approved.



COVENANTS

This development will have a common ownership association to manage and maintain the common elements of the project. The common elements of the project include all the internal streets, utility service lines, and open spaces within the project. Public amenities include the park at the northwest area of the property, the trail along the western edge of the property, and the pedestrian connection along the southern edge of the property. While these amenities are accessible to the general public, they will be installed, owned, and maintained by the established ownership entity.

Of note, there are provisions in the language that state that if these public amenities and public accesses are not maintained to the Town's standards, the town may maintain or repair such amenity or improvement and be compensated by the ownership entity by means allowed by law.

PLANNING COMMISSION RECOMMENDATION

The Preliminary PUD Plan and Preliminary Plat application was originally brought to the Ridgway Planning Commission on April 27, 2021 and has been continued by the Planning Commission to allow the development team and town staff to work through a variety of items. At their June 29th meeting, the Planning Commission, upon the request of staff, set a special meeting on July 13th to consider this application.

At their special meeting on July 13, 2021, the Town of Ridgway Planning Commission recommended approval of the preliminary PUD plan and preliminary plat with the following conditions:

1. The landscape plan be updated to include a table that clearly indicates the calculation of required number of trees and shrubs, distribution of trees and shrubs in the front yard area and calculates and identifies the groundcover type as required in Sec. 6-6-4(G) of RMC and accepted by town staff prior to the PUD plan and preliminary plat application being considered by the Town Council.
2. The lighting plan be updated to identify the correlated color temperature of each fixture as required in Sec. 6-5-1(A)(5) of RMC and accepted by town staff prior to the PUD plan and preliminary plat application being considered by the Town Council.
3. The Master Sign Plan be updated to comply with the maximum of 195 square feet of sign area as required by Sec. 7-3-17(J)(3)(e)(ii) of RMC and accepted by town staff prior to the PUD plan and preliminary plat application being considered by the Town Council.
4. All outstanding engineering comments dated June 22, 2021, in attachment 16 shall be adequately addressed by the applicant and acceptable to town staff prior to the PUD plan and preliminary plat being considered by the Town Council.
5. Easements dedicated on the preliminary plat shall meet Town standards and be accepted by town staff prior to the PUD plan and preliminary plat application being considered by the Town Council.
6. Provide an additional separate legal emergency access for the development.

STAFF RECOMMENDATION

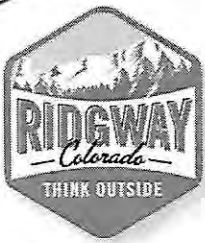
Upon review of the application against applicable Town standards, staff recommends that the Town of Ridgway Town Council approve the preliminary PUD and preliminary plat with the following conditions:

1. All outstanding engineering comments dated October 22, 2021, in Attachment 15 shall be adequately addressed by the applicant and acceptable to town staff prior to the PUD plan and preliminary plat being recorded with the Ouray County Clerk and Recorder's Office.
2. Easements dedicated on the preliminary plat shall meet Town standards and be accepted by town staff prior to the PUD plan and preliminary plat being recorded with the Ouray County Clerk and Recorder's Office.
3. Update the lot area calculations on the Site Plan to reflect the updated landscape plan to be accepted by town staff prior to the plat being recorded with the Ouray County Clerk and Recorder's Office.
4. All clerical, grammatical, technical, and procedural non-material amendments to application materials be made as necessary to ensure the ability to enforce and administer the provisions pursuant to the Ridgway Municipal Code standards.

ATTACHMENTS

1. Application
2. Project Narrative
3. Riverfront Village Preliminary Plat & PUD
4. Site Plan
5. Civil Plan Set
6. Landscape & Illumination Plan Set
7. Building Elevations
8. Master Sign Plan
9. Traffic Impact Study
10. Drainage Report
11. Geotechnical Report
12. Fire Protection Distribution Assessment
13. Development Agreement
14. HOA Documents
15. October 22, 2021, Town Review Comments





Official Use Only

Receipt # _____

Date Received: _____

Initials: _____

Planning Commission Hearing Request

General Information

Applicant Name JOHN SIMON - OWNER'S AGENT Application Date 6/18/20

Mailing Address P.O. BOX 2794 TELLURIDE, CO 81435

Phone Number 970-708-7224 Email jls@q.com

Owner Name ALPINE HOMES - RIDGWAY, LLC

Phone Number 970-708-7224 Email jls@q.com

Address of Property for Hearing TRIANGLE SUBDIVISION LOT-1 RIDGWAY, CO

Zoning District GENERAL COMMERCIAL
UNCOMPAHLE RIVER OVERLAY DISTRICT

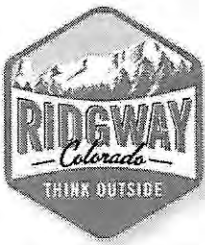
Brief Description of Requested Action

PRELIMINARY PLAT REVIEW OF MIXED USE DEVELOPMENT

Action Requested and Required Fee Payable to the Town of Ridgway

- | | | | |
|---|----------|--|------------------------------------|
| <input type="checkbox"/> Temporary Use Permit per 7-3-13(C) | \$150.00 | Subdivisions per 7-4 unless noted | |
| <input type="checkbox"/> Conditional Use per 7-3-14 | \$250.00 | <input type="checkbox"/> Sketch Plan | \$300.00 (+ \$10.00/lot or unit) |
| <input type="checkbox"/> Change in Nonconforming Use per 7-3-15 | \$150.00 | <input checked="" type="checkbox"/> Preliminary Plat | \$1,500.00 (+ \$25.00/lot or unit) |
| <input type="checkbox"/> Variances & Appeals per 7-3-16 | \$250.00 | <input type="checkbox"/> Preliminary Plat resubmittal | \$750.00 (+ \$25.00/lot or unit) |
| <input type="checkbox"/> Rezoning per 7-3-17 | \$250.00 | <input type="checkbox"/> Final Plat | \$600.00 |
| <input type="checkbox"/> Other Reviews Pursuant to 7-3-18 | \$250.00 | <input type="checkbox"/> Minor Subdivision | \$450.00 (+ \$25.00/lot or unit) |
| <input type="checkbox"/> Variance to Floodplain Reg. per 6-2 | \$150.00 | <input type="checkbox"/> Lot Split | \$450.00 |
| <input type="checkbox"/> Master Sign Plan Pursuant to 7-3-12 | \$150.00 | <input type="checkbox"/> Replat | \$150.00 (+ \$25.00/lot or unit) |
| <input type="checkbox"/> Deviations from Single Family Design | \$175.00 | <input type="checkbox"/> Plat Amendment | \$250.00 |
| Standards per 6-6 | | <input type="checkbox"/> Planned Unit Dev. per 7-3-11 | See Preliminary and Final Plat |
| <input type="checkbox"/> Other | \$ _____ | <input type="checkbox"/> Statutory Vested Rights per 7-5 | \$1,500.00 |

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



Attachments Required

For All Applications

- Evidence of ownership or written notarized consent of legal owner(s).
- Information proving compliance with applicable criteria (see the Ridgway Municipal Code for criteria), like a narrative, site plans, and/or architectural drawings drawn to scale on paper size of 8.5 x 11 or 11 x 17.

For Conditional Use Permits

- The site plan shall show the location of building(s), abutting streets, all dimensions, off-street parking requirements, and landscaping.
- Architectural drawings shall include elevations and details of building(s).

For Changes in Nonconforming Use

- Description of existing non-conformity.

For Variances

- The site plan shall show the details of the variance request and existing uses within 100 ft. of property.

For Rezoning

- Legal description, current zoning, and requested zoning of property.

For Subdivisions

- All requirements established by Municipal Code Section 7-4.
- Sketch plan submittals shall be submitted at least 21 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- Preliminary plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.
- Final plat submittals shall be submitted at least 30 days prior to the Planning Commission hearing at which the applicant wishes to have the application considered.

Please note that incomplete applications will be rejected.

Applicant Signature

6/18/20
Date

Owner Signature

OWNER'S AGENT

6/18/20
Date



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

Official Use Only

Date Received: _____

Initials: _____

Authorization of Agent

Owner(s) Information

Name(s) Alpine Homes LLC, Glen Becker Date 3/6/20

Phone 727.823.8161 Email glenn@cantorpartners.com

Property Information

Property Street Address Triangle Subdivision, Lot 1

Property Legal Address: Subdivision Triangle Filing Block Lot 1

Authorized Agent Information

Name John Simon

Phone 970-708-7224 Email jls@q.com

Permits Applicable

Building Subdivision Land Use Hearing Encroachment Other: PUD

I/we, the undersigned owner/s of the above described real property located in the Town of Ridgway, Colorado, hereby authorize:

Name of Authorized Agent

to act in my/our behalf in applying for the above permits from the Town of Ridgway, as required by existing Town of Ridgway regulations pertaining to zoning, building, encroachment, excavation, and/or utilities.

Property Owner of Record

Date 03/09/2020

Property Owner of Record

Date

Property Owner of Record

Date

**APPLICATION/NARRATIVE FOR SKETCH PLAN SUBDIVISION AND PUD REVIEW FOR
TAVACI VILLAGE
LOT 1 TRIANGLE SUBDIVISION**

Date: June 18, 2020 **Revised 01/25/2021, 04/30/2021**

Alpine Homes-Ridgway, LLC, a Colorado limited liability company (“**Applicant**”) is the current, fee title owner of certain property described on attached **Exhibit “A”** (“**Subject Property**”).

Applicant requests that the Town schedule the Application (described below) for appropriate review and action at a duly noticed public meeting.

A copy of a current title policy showing the vesting of title to the Subject Property in the name of the applicant and a listing of all liens, encumbrances, agreements, easements, other exceptions and Statement of Authority is attached **in part 16: Civil Drawings G-3**. There are no holders of mortgages or deeds of trust whose consent is required to enable Applicant to process this Application. Based upon its review of the Title Policy, the Applicant has determined that there does not appear to be any severed mineral rights that are associated with the Subject Property.

The Subject Property is a generally triangle shaped parcel containing approximately 4.30 acres and is included within the incorporated boundaries of the Town of Ridgway. The Subject Property is depicted on the attached survey, attached as The Subject Property is currently vacant and undeveloped, except for an existing access and certain utilities serving future development on this parcel as well as providing access to development on adjacent property to the south owned by other parties. It is adjacent to and fronts on Highway #550, which is located to the east. The western boundary of the Subject Property sits above and to the east of the Uncompahgre River and is generally situated above the highwater mark of the Uncompahgre River. The Subject Property extends to point to the northerly extent of the parcel and adjoins existing commercial properties to the south. The Subject Property is generally flat and contains only sparse growth of grass.

Applicant is submitting its application for Sketch PUD/Subdivision Review (“**Application**”) by the Town of Ridgway (“**Town**”), which is being compiled and will be reviewed in accordance with applicable provisions of the Ridgway Municipal Code (“**Code**”). The Application is for a certain development project (“**Project**”) generally described as follows: Mixed Use Project consisting of commercial and residential development to be included in certain new buildings being constructed on the Subject Property.

The layout of the lot as well as the conceptual placement, mass/scale/height and design of the proposed buildings are as represented in the attached submittal documents.

In furtherance of the Town’s submission and review standards provided for in Section 7-4-5 of the Code, the applicant states as follows:

Total number of proposed dwelling units, and maximum occupancy: 38 Residential Dwelling Units, Max Occupancy 176 (88 bedrooms x 2 occupants) of which 4 dwelling units are proposed to be deed restricted.

Affordability: An overriding goal of this project is affordability. Beyond the 4 deed restricted affordable units, the overall project is being designed in a cost effective manner by the Owner and

Project team to meet the needs of the region and community by provide additional local housing within walking distance to the Town's core.

Estimated total number of gallons per day of water system requirements, source of waters to supply subdivision requirements, and proposed dedication of water rights in accordance with existing town ordinances: 16,200 gals/day, calculations attached as Doc. 09 (Refer to Civil Plans)

Estimated total number of gallons per day of sewage to be treated and means for sewage disposal: Refer to Civil Plans

Availability of electricity, natural gas and other utilities necessary or proposed to serve the subdivision: (Refer to Exhibit K and Civil Plans)

Estimated construction cost and proposed method for financing of the streets and related facilities, water distribution system, sewage collection system, drainage facilities and such other utilities and improvements as may be necessary: \$1,986,000 Owner financed

Evidence of legal access to the property: As indicated on the survey attached as Doc. 08 the Subject Property adjoins State Hwy #550. Survey shows access easement to the property and the development team is working through the CDOT access permit process.

The Application includes copies of appropriate plans/drawings/reports in support of the sketch plan which address the following information/conditions:

- (1) The property boundaries of the subdivision, north arrow and date. The scale of the sketch map shall not be less than one inch equals two hundred feet. The map shall include the name of the subdivision, name of the county, township, range, section and quarter section. In the case of large subdivisions requiring more than one sheet at such a scale, and index map showing the total area on a single sheet at an appropriate scale shall also be submitted.
- (2) A conceptual drawing of the lot and street layout indicating the approximate area and number of individual lots and access to the property.
- (3) Provisions for sufficient off-street parking, school bus stops to be approved by the school district, and mail box locations to be approved by the US Postal Service.

PARKING REQUIREMENTS AND SQUARE FOOTAGE OF EACH BUILDING

BUILDING CM

COMMERCIAL-RESIDENTIAL MIXED USE: 2-STORY 7,429 SF

GROUND LEVEL 3,983 SF RETAIL COMMERCIAL TOTAL

PARKING: 3,983 SF/ 250 16 SPACES

UPPER LEVEL RESIDENTIAL (4) 2- BR UNITS AT 861.5 SF AVG. EA. = 3,446 TOTAL

PARKING: 2 SPACES PER UNIT 8 SPACES - UNCOVERED

24 SPACES

BUILDINGS M1 A & B

MULTIFAMILY: 2-BUILDINGS, 2-STORY 3,612 SF EACH (7,224 SF TOTAL)

2 - 3 BR UNITS

2 - 2 BR UNITS (ONE TYPE A AND ONE TYPE B ANSI ACCESSIBLE UNITS)

2 - 1 BR UNITS

COVERED PARKING 10 SPACES

UNCOVERED PARKING 2 SPACES

12 SPACES

NOTE: M1 A & B REDUCED BY TWO (2) 1-BEDROOM UNITS

BUILDING M2

MULTIFAMILY: 3-STORY 14,153 SF
2 - 3 BR UNITS
6 - 2 BR UNITS
GARAGE 1ST LEVEL 16 SPACES (2 PER UNIT)
4 VISITOR SPACES
20 SPACES

BUILDING M3

MULTIFAMILY: 3-STORY 16,506 SF
2 - 3 BR UNITS
6 - 2 BR UNITS (ONE TYPE A ANSI ACCESSIBLE UNIT)
2 - 1 BR UNITS
GARAGE 1ST LEVEL 18 SPACES (2 PER UNIT, 1 PER 1-BED UNIT)
4 VISITOR SPACES
22 SPACES

NOTE: M3 INCREASED BY TWO (2) 1-BEDROOM UNITS

BUILDINGS D1-D5 (TOWNHOMES)

TOWNHOME: 2- STORY; 23,695 SF TOTAL (IN 5 BUILDINGS)
LIVING 1,836.5 SF (3 BR) + GARAGE 2 CARS 534 SF = 2,369.5 SF EA UNIT
20 SPACES

School Bus Stop:

The development team is working with Shane Ayer at Ridgway School District to finalize location.

Postal Box (Centralized Delivery Unit):

The development team is working with Renee Rexford at USPS to finalize location and size.

(Refer to Architectural Site Plan for more information)

(4) Site problems, poor drainage, flood plain, wetlands or natural and geologic hazards.

The site is currently naturally draining to the north and the proposed project works with the existing drainage and improves upon it by providing detention ponds to slow the drainage before it leaves the site. The Uncompahgre River borders the western boundary of the site and provides a great opportunity for some riparian restoration along the bank. The floodplain follows the western edge and there are no building proposed within the flood zone. There is a wetland area along the lower bench of the riverbank that is adjacent to the site. The wetlands have a combination of open water, grasses, cattails and willows. For more information see Ecological Characterization Study.

(5) Significant natural and manmade features on the site, such as streams, lakes, natural drainageways; vegetation types including locations of wooded areas; wildlife habitats; scenic corridors; visual impacts; solar access; existing buildings; utility lines and easements; irrigation ditches; bridges and similar physical features; and existing development on adjacent property.

As shown on the civil drawings the project includes manmade detention ponds to slow drainage from the site. The project also has a good portion of the proposed green space along the existing river

corridor to enhance wildlife habitats. Visually the buildings in this project have been staggered and stepped in height to minimize their visual impact. Refer to Civil Plans for more information.

The majority of vegetation on site consists of disturbed and degraded areas with weedy, herbaceous vegetation being dominant throughout. The herbaceous vegetation consists primarily of green rabbitbrush (*Chrysothamnus viscidiflorus*), spineless horsebrush (*Tetradymia canescens*), spotted knapweed (*Centaurea stoebe*), common mullein (*Verbascum Thapsus*) and bentgrass species (*Agrotis spp.*). In addition to this dominant herbaceous stratum, there is a row of 8 narrow leaf cottonwoods (*Populus angustifolia*) towards the middle of the property and 3 silver buffaloberry (*Shepherdia argentea*) shrubs scattered throughout. The adjacent property, buffering the Uncompahgre River, is reminiscent of scrub-shrub riparian ecosystems, with populations of Geyer willow (*Salix geyeriana*), Rocky Mountain willow (*Salix monticola*), sandbar willow (*Salix exigua*), and smaller narrow leaf cottonwood species that appear to have been planted. These willow populations are found all along the bank of the Uncompahgre River, with more robust populations bordering the property to the north. Throughout the western border of the site, where it is adjacent to the Uncompahgre River and hydrology is favorable, these willow populations can be found in sparse densities.

(6) Demonstrate compatibility with natural features.

The project site has been designed to work with the natural features and to enhance them where possible. Refer to Civil Plans and Landscape Plans for more information.

This property sits between the Uncompahgre River and Hwy 550 on a bench above the water level. The river borders the western boundary of the site and provides a great opportunity for riparian buffer planting along the proposed trail at the edge of the property. The floodplain follows the western edge and there are no buildings proposed within the flood zone. There is a wetland area along the lower bench of the riverbank that is adjacent to the site. The wetlands have a combination of open water, grasses, cattails and willows. For more information see the Ecological Characterization Report.

The majority of vegetation on site consists of disturbed and degraded areas with weedy, herbaceous vegetation being dominant throughout. The herbaceous vegetation consists primarily of green rabbitbrush (*Chrysothamnus viscidiflorus*), spineless horsebrush (*Tetradymia canescens*), spotted knapweed (*Centaurea stoebe*), common mullein (*Verbascum Thapsus*) and bentgrass species (*Agrotis spp.*). In addition to this dominant herbaceous stratum, there is a row of 8 narrow leaf cottonwoods (*Populus angustifolia*) towards the middle of the property and 3 silver buffaloberry (*Shepherdia argentea*) shrubs scattered throughout. The adjacent property, buffering the Uncompahgre River, is reminiscent of scrub-shrub riparian ecosystems, with populations of geyer willow (*Salix geyeriana*), rocky mountain willow (*Salix monticola*), sandbar willow (*Salix exigua*), and smaller narrow leaf cottonwood species that appear to have been planted. These willow populations are found all along the bank of the Uncompahgre River, with more robust populations bordering the property to the north. Throughout the western border of the site, where it is adjacent to the Uncompahgre River and hydrology is favorable, these willow populations can be found in sparse densities.

The developer is requesting the Town of Ridgway consider a Conditional Use Variance to allow for limited development within the 75' setback per Subsection 7-3-9.6 (D) and (E) of the Ridgway Municipal Code. The proposed encroachment area is shown on the Landscape Site Analysis Plan in the Ecological Characterization Report. The area to be considered for encroachment is highly degraded and consists of fill material, noxious weeds and is currently mostly void of vegetation. To offset impacts, the developer is proposing riparian/native planting along the western edge of the property where degraded riparian habitat currently exists. In addition, the developer proposes a 6' wide crusher fine soft surface walking/biking trail along the western edge of the property which connects to the pedestrian bridge in town. This would significantly increase habitat, provide bank stabilization, improve aesthetics and provide the Town and visitors with a new riverfront experience. Native plants will be used in the site drainage and water quality areas within the project, to help pull in and blend with the riparian character of the river, while also

improving connected habitat. The intent is to be very compatible with the river ecosystem and provide riparian enhancement to what exists currently.

The cultural landscape will consist of low water use, adapted and native plants. The majority of the landscape will be native grasses irrigated for establishment. In more high profile areas, such as the entry, there will be xeric shrub and perennial beds. Riparian plantings adjacent to the proposed trail will provide a transition between the river corridor and the project site, as well as a visual buffer from the river. There will be buffer plantings at the perimeter of the site to help with screening from adjacent properties and the highway. Trees are planted at the edge of parking lots to provide shade. Small lawn areas are provided at a few locations to provide a space for residents to play.

Irrigation for the site’s landscape is intended to be provided by an on-site well. The well will fill up underground storage tanks for distribution to the mostly native and xeric plantings. The system will be automated and controlled.

Lighting will focus on being Dark Sky Compliant in accordance with the Town code for appropriate, low-level fixtures. Pedestrian scale light posts are proposed that are approximately 12’ in height at key intersections for safety. On the residential buildings there are sconces and step lights to keep the light directed downward. There are bollard lights to provide point to point wayfinding at night along the pedestrian pathways. All lighting will be shielded.

Signage location and distribution are shown at a preliminary level. At the current time, the buildings do not have names or tenants so design of signage will follow the Town code in future submittals. The location of a general monument sign, building mounted signs and square footages is shown on the plans for initial intent and code compliance.

(7) Total acreage of the tract. 4.3 acres

(8) Existing and proposed zoning district boundary lines.

The Subject Property is currently classified in the “General Commercial” zone and this application does not propose to change the applicable zoning.

(9) General land use divisions including residential types, commercial, industrial, parks, open space and community facilities, including the proposals’ relevance to underlining zoning.

Land Use Table:

Land Use	Portion of Site	Description	Area (acres)	%
Commercial	Bldg C & CM	Commercial buildings, commercial parking and surrounding area.	1.304 acres	30.3%
Residential	M1, M2, M3& D 1 thru 5	Residential buildings, residential parking and surrounding area	2.996 acres	69.7%

(Refer to Architectural Site Plan and Preliminary Plat of Tavaci Village Planned Unit Development for more information)

(10) Type and layout of all proposed infrastructure including streets, utilities, water and sewer systems, and impact on existing systems.

Refer to Civil Plans

(11) Public use areas proposed to be dedicated to the public, and the purpose of the dedication, and their relationship to existing public use areas.

The Tavaci Village PUD includes a 10' wide non-motorized Public Recreation Trail Easement. This is an extension of the existing walking path along the east bank of the river.. The project also includes public oriented walks and patio at the commercial buildings C and CM intended to encourage casual social gathering and community engagement within the commercial areas.

(12) Existing and proposed land use patterns, including street system, sidewalks, green space, of both the tract proposed for development and immediately adjacent land.

Refer to Civil Plans and Landscape Plans

(13) Documents required by Section 7-6 of the Ridgway Municipal Code.

Refer to calculations attached as Exhibit "C"

The Applicant believes that the proposed development, as depicted on the site plan and supporting materials, is consistent with the following town review standards:

(a) Conformance with the master plan and zoning regulations:

ENV Corridor Access; COM -1-5 Distributed Approach; COM-CHR-1: Support vibrant, diverse, safe and well connected neighborhoods; CHR -6: Maintain and enhance Ridgway gateways, entry corridors, and scenic vistas; CHR-7: Develop interconnected systems of parks, trails, open space; CHR 7.2: Trail development; GRO- 1: Manage growth and development in order to maintain Ridgway's small town character, support a diverse community, and create employment opportunities.

The project contains:

1. A diversity of attainable Multi-Family, and Duplex housing units.
2. A significant expansion and an easement of the connection over the river to town with a walkable trail and enhanced river edge for community connections.
3. Sustainable design and construction approaches to energy efficiency meeting applicable IECC guidelines.
4. Restoration, enhancement, and preservation of Uncompahgre River corridor
5. Public oriented walkways and patio for community gathering
6. Enhanced entry corridor into Ridgway,
7. mixed-use for sustainable year-round local economy which all align with the Town's master plan.
8. Study area for future potential highway 550 crossing at north corner of site.
9. Economic growth with commercial spaces and property management and maintenance opportunities.
10. A river park area with a picnic pavilion, fixed grill, and lawn area for community activities and recreation

The project is located within the General Commercial zoning district with the commercial portion falling within a use by right and we are requesting a variance for multi-family residential as a conditional use.

(b) Relationship of development to topography, soils, drainage, flooding, potential natural hazard areas and other physical characteristics;

The project is along the east bank of the Uncompahgre river and is fairly flat. The design team has developed a plan based on the Ecological Study to preserve and protect the riverbank and enhance the drainage on the site. See Civil and Landscape plans for more information

(c) Availability of water, means of sewage collection and treatment, access and other utilities and services;

Water to the site will come from two locations to form a looped system. The first location is in the south eastern part of the site and the second location is at the north eastern part of the site. The sanitary sewer is at the south eastern corner of the site. An existing electrical easement runs along the east side of the site and power will be fed from this line. The gas line is also fed from the east side of the site with-in an existing utility easement. See Civil plans for more information

(d) Compatibility with the natural environment, wildlife, vegetation and unique natural features;

The property is a vacant, undeveloped parcel east of the Uncompahgre River. The proposed development will Restore, Enhance and Preserve the River corridor. Refer to Ecological Study and Landscape Plans.

(e) Public costs, inefficiencies and tax hardships

The town is in great need for a variety of attainable housing and this project will help to fill that need. The location of this site will help promote community connectivity and enhance the public use along the river. We do not see this project creating hardships for the town, we see this project as filling a need.

Respectfully Submitted

Alpine Homes-Ridgway, LLC,
a Colorado limited liability company

Ridgway Riverfront Village

Landscape Narrative

9.22.21, Revised 10.20.21, 11.4.2021

During the course of the review process for Riverfront Village, the Town adopted new landscape guidelines. The current landscape plan incorporates these new guidelines *and the project does not require any code variations.*

- The landscape plan is water wise with regionally appropriate materials. Plant material was chosen for it's low water use. Grasses consist of native mixes.
- The entire site is addressed and no areas of uncovered, untreated dirt are proposed.
- Front yard – the front yard for this project is Highway 550. The required number of trees and shrubs are proposed.
- Tree Count – the number of trees proposed on the property exceed the minimum required.
- Parking Lot Standards – non-residential parking spaces are broken up by landscaped islands with trees.

In addition to the landscape requirements, which are calculated below, this project provides many landscape amenities.

- A park space is provided with a pavilion, bbq and lawn games.
- Duplex units are provided with front yard trees and live vegetation in the front yards.
- Open space is provided between the commercial building and the residential multi-family buildings.
- Pathways connect this site to others and provide a space for recreation adjacent to the river.
- Buildings M2 and M3 have a unique relationship and positioning on the site with the incorporation of tuck-under parking. This building arrangement allows for expansive dedicated and shared green/open space behind each building while reducing the paved area.
- Riparian shrubs are provided adjacent to the multi-use trail.

Landscape Requirements Table

Mixed Use - GC Category

Gross Site Area = 4.29 acres (186,872.4 sf) per the Preliminary Plat documentation dated 9/27/2021.

1. Minimum required landscaped area – 30% Gross site area = $186,872.4 \text{ sf} * .30 = 56,061 \text{ sf}$
 - a. **74,298** sf landscape area provided (**live and non-live**)
2. Required Landscaped Area Live Groundcover – 10%, 10% of Minimum required landscaped area = $56,061.72 \text{ sf} * .10 = 5,606 \text{ sf}$
 - a. **62,553** sf live groundcover provided
3. Required Landscaped Area Non-live Ground Cover – 20%, 20% of Minimum required landscaped area = $56,061.72 \text{ sf} * .20 = 11,212.34 \text{ sf}$
 - a. **11,745** sf of non-live ground cover provided via gravel borders, shortcut trail, fire access road and crusher fines
4. Minimum number of Trees for Required Landscaped Area – 1 for every 2,000 sf

- a. $56,061.72 \text{ sf} / 2,000 = 28.03$ (29) trees required
 - b. 25% of required trees must be in the front yard: $29 * .25 = 7.25$ (8) required trees in the front yard
 - c. 105 trees are provided, 17 in the front yard
5. Minimum number of Shrubs for Required Landscaped Area – 2 for every 3,500 sf
- a. $56,061.72 \text{ sf} / 3,500 = 16.01$ shrubs * 2 = 32.02 (33) shrubs required
 - b. 25% of required shrubs must be in the front yard: $33 * .25 = 8.25$ (9) required shrubs in the front yard
 - c. 141 shrubs are provided, 9 in the front yard

PRELIMINARY PLAT OF:
RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT
 LOCATED ON LOT 1R, TRIANGLE SUBDIVISION
 SITUATED IN THE E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.
 TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain lands in the Town of Ridgway, Colorado, to wit:

LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254.

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET;
 THENCE NORTH 15°16'17" EAST, 169.01 FEET;
 THENCE NORTH 12°11'40" EAST, 255.36 FEET;
 THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET;
 THENCE NORTH 22°06'19" WEST, 60.00 FEET;
 THENCE NORTH 25°22'43" WEST, 68.43 FEET;
 THENCE NORTH 30°05'32" WEST, 159.64 FEET;
 THENCE NORTH 38°54'53" WEST, 43.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;
 THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING.

ALL IN THE COUNTY OF OURAY, STATE OF COLORADO.

containing 4.29 acres more or less

Has by these presents laid out and platted, as shown on this Plat, under the name of Riverfront Village Planned Unit Development. The following non-exclusive perpetual easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado and are reserved for the use of other benefitted parties as shown and identified on this Plat and as further described in Platnote 9: Access and Utility Easements, Utility Easement, Utility and Drainage Easement, Public Recreational Trail Easement, Pedestrian Trail/Underpass or Overpass/Signage Easement, and Public Park Easement.

Executed this _____ day of _____, A.D. 20____.

ALPINE HOMES-RIDGWAY, LLC,
 a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____ Title: _____

STATE OF COLORADO)
) ss.
 COUNTY OF _____)

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, A.D. 20____, by _____ as the _____ of Alpine Homes-Ridgway, LLC.

Witness my hand and official seal.

 My Commission expires _____
 Notary Public

ATTORNEY'S CERTIFICATE:

I, Thomas G. Kennedy, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the Title Commitment No. _____ issued by Land Title Guarantee Company and according to that title policy, of all land herein platted and that title to such land is in the dedicator(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as

follows:

CURRENT YEARS TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.

RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 13, 1951, IN BOOK 103 AT PAGE 508.

SUBJECT TO ANNEXATION PLAT OF SUNSET ENTERPRISES ADDITION FILED MARCH 10, 1980 UNDER RECEPTION NO. 127944 AND ANNEXATION ORDINANCE RECORDED MARCH 10, 1980 IN BOOK 194 AT PAGE 343.

TERMS, CONDITIONS AND PROVISIONS OF EASEMENT GRANTED TO US WEST COMMUNICATIONS, INC. RECORDED NOVEMBER 22, 1991 IN BOOK 217 AT PAGE 791.

TERMS AND CONDITIONS OF SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT BETWEEN H. DARYL QUANDT AND PATRICIA KATHLEEN QUANDT AND THE TOWN OF RIDGWAY RECORDED APRIL 22, 1992 IN BOOK 222 AT PAGE 95.

NOTES, EASEMENTS, RIGHTS OF WAY, AND RESTRICTIONS AS CONTAINED ON THE RECORDED PLATS FILED APRIL 22, 1992 UNDER RECEPTION NO. 150643, RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254 AND RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652.

SUBJECT TO NOTICE CONCERNING UNDERGROUND FACILITIES OF SAN MIGUEL POWER ASSOCIATION RECORDED JUNE 22, 1993 IN BOOK 227 AT PAGE 145.

TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN EASEMENT AGREEMENT BY AND BETWEEN RIDGWAY HOT SPRINGS, LLC AND TELLURIDE REAL ESTATE COMPANY, LLC, RECORDED JUNE 11, 2007 UNDER RECEPTION NO. 195143 AND AMENDMENT/CLARIFICATION TO EASEMENT AGREEMENT RECORDED JULY 13, 2009 UNDER RECEPTION NO. 201106.

ANY INCREASE OR DECREASE IN THE AREA OF THE LAND AND ANY ADVERSE CLAIM TO ANY PORTION OF THE LAND WHICH HAS BEEN CREATED BY OR CAUSED BY ACCRETION OR RELICTION, WHETHER NATURAL OR ARTIFICIAL; AND THE EFFECT OF THE GAIN OR LOSS OF AREA BY ACCRETION OR RELICTION UPON THE MARKETABILITY OF THE TITLE OF THE LAND.

ANY RIGHTS OR INTERESTS OF THIRD PARTIES WHICH EXIST OR ARE CLAIMED TO EXIST IN AND OVER THE PRESENT AND PAST BED, BANKS OR WATERS OF UNCOMPAGRE RIVER.

MATTERS DISCLOSED ON IMPROVEMENT SURVEY ISSUED BY ORION SURVEYING CERTIFIED DECEMBER 12, 2019, PROJECT NO. 18079. STORED IN OUR RECORDS AS IMAGE 20049484.

ANY AND ALL OTHER RECORDED AGREEMENTS, COVENANTS, EASEMENTS AND DOCUMENTS OF RECORD

Dated this _____ day of _____, A.D., 20____.

 Thomas G. Kennedy, Attorney at Law

CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, does certify that all improvements and utilities required by the current Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations:

Date: _____

 Town Manager

OURAY COUNTY TREASURER:

I certify that as of the _____ day of _____, _____ there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

Date: _____

 Ouray County Treasurer

PLANNING COMMISSION:

Approved by the Ridgway Town Planning Commission this _____ day of _____, A.D. 20____, by _____, Chairman.

TOWN COUNCIL:

Approved by the Ridgway Town Council this _____ day of _____, A.D. 20____, by _____, Mayor.

TOWN ATTORNEY'S CERTIFICATE:

Approved for recording this _____ day of _____, 20____.

 Town Attorney

ENGINEER'S CERTIFICATE:

I, _____, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, are adequate to serve the Subdivision shown hereon.

Date: _____

 Engineer Registration Number

BASIS OF BEARINGS:

The bearing between the found rebar and cap at the _____, and the found rebar and cap at the _____, bears _____ (ASSUMED).

LINEAL UNITS STATEMENT:

The Lineal Unit used on this Plat is U.S. Survey Feet

SURVEYORS CERTIFICATE:

I, David R. Bulson, Colorado PLS 37662, hereby certify that this Plat was prepared under my direct supervision and that said survey is accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

DRAFT


RECORDER'S CERTIFICATE:

This Plat was filed for record in the office of the Clerk and Recorder of Ouray County at _____ m. on the _____ day of _____, 20____.

Reception No. _____

 County Clerk & Recorder Deputy

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

ALPINE HOMES-RIDGWAY, LLC TBD Highway 550 Ridgway, CO, 81432	RIVERFRONT VILLAGE PLANNED UNIT DEVELOPMENT
09/27/2021	 BULSON SURVEYING
PROJECT NUMBER 21009	

PRELIMINARY PLAT OF:
RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT

LOCATED ON LOT 1R, TRIANGLE SUBDIVISION

SITUATED IN THE E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.
 TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

1. **FORMATION OF COMMON INTEREST COMMUNITY.** Alpine Homes-Ridgway, LLC, a Colorado limited liability company ('Owner') as the owner of the property depicted in this plat ('Property') and as declarant under the below described Condominium Documents, states as follows:

(A) The Property is being developed as a Colorado common interest ownership community under the name Riverfront Village Planned Unit Development ('Community'), which will be reflected in certain 'Condominium Documents,' including a 'Condominium Map,' 'Condominium Declaration,' and certain Articles of Incorporation and Bylaws for The Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation ('Association'). The Condominium Declaration is being recorded with the recordation of this plat. The Condominium Map will be prepared, executed and recorded as the buildings, facilities and other improvements containing the Units, Common Elements and infrastructure serving the development are completed and prior to the conveyance of a Unit to a third party. Prior to their execution and recordation, the Condominium Documents will be reviewed and approved by the Town of Ridgway.

(B) The Community will consist of certain condominium units 'Units', which may be separately owned by individual owners ('Unit Owners'), including certain Units usable for residential purposes ('Residential Unit(s)') and certain Units usable for commercial purposes ('Commercial Unit(s)') and, certain 'Common Elements' as the same will be more particularly defined, described, designated and/or depicted on the Condominium Documents. The Residential Units are anticipated to be configured and included in either a building containing multiple Units ('Multifamily Residential Units') or as adjoining Units in a Townhome arrangement ('Townhome Dwelling Units').

(C) This Plat depicts the general location of the siting for potential buildings and improvements proposed to accommodate the Units and Common Elements that can be constructed on the Property and included in the Community. The 'Improvements' consist of any and all buildings, structures, facilities and similar features that are constructed on or otherwise made to the Property at any time to accommodate, support, serve or otherwise facilitate the Units and Common Elements included in the Community or otherwise benefit the Unit Owners and Association. The final siting of the Improvements that may be shown on this Plat may be modified as plans are refined and shall be reflected in the Condominium Documents.

(D) The Owner reserves the right to undertake and complete some or all of the Improvements and annex the completed Units and Common Elements into the Community.

(E) The entirety of the Property is subjected to Reserved Rights (as defined in the Declaration), which may be exercised by Owner (as declarant) as provided for in the Condominium Documents.

2. **DEVELOPMENT AGREEMENT.** The Owner and the Town have entered into a certain 'Development Agreement' concerning the property covered by this Plat, which was recorded on _____, 20____ in Reception No. _____ in the Ouray County records.

3. **VESTED RIGHTS AND PHASING PLAN.** The Development Agreement establishes certain vested property rights and phasing timing and sequencing for the development of the property. Please refer to the Development Agreement for all terms, conditions and requirements relating to the vested property rights and phasing timing and sequencing for the development of the property.

4. **PROVISION OF DEED RESTRICTED HOUSING.** The Owner hereby restricts the ownership, use and occupancy of the following: (a) a one bedroom unit in Building M3 (to be denoted as Unit 102); (b) a one bedroom unit in Building M3 (to be denoted as Unit 201); (c) a two bedroom unit in Building CM (to be denoted as Unit 202) and (d) a two bedroom unit in Building CM (to be denoted as Unit 203) ('Deed Restricted Units') to the terms, conditions, restrictions and requirements of a Deed Restriction as provided for in Section 4 of the Development Agreement, which shall run in perpetuity and not expire and shall survive any foreclosure of the Deed Restricted Units, unless the restrictions are otherwise released or modified with the written consent of the Town. The Development Agreement further establishes certain restrictions on ownership, use and pricing of the Deed Restricted Units and the timing and sequencing by which the Owner must construct and convey the Deed Restricted Units. Please refer to the Development Agreement for all terms, conditions and requirements relating to the Deed Restricted Units.

5. **SHORT-TERM RENTALS.** Only the Townhouse Dwelling Units may be used for 'Short-Term Rental' purposes. In all events, such usage must be in compliance with applicable codes and regulations of the Town of Ridgway in effect at the time of the proposed usage, which codes and regulations include: short-term rental regulations, lodging and sales taxes, any applicable licensing, and any future amendments to the Municipal Code

6. **COMMON ELEMENT MAINTENANCE.** The Association shall have the obligation to maintain the Common Elements and Improvements located within the Community that are owned by the Association as provided for in the Declaration. This obligation shall include but not be limited to the maintenance and repair of all roads, sidewalks, fences, retaining walls, benches, lighting, shared parking areas, including snow removal, landscaping, weed mitigation

and control, irrigation systems, ditches and pipelines, drainage/stormwater management facilities, commonly owned utilities and other Community facilities. Owners of Units are responsible for the repair and maintenance of any Improvements located on their Unit, unless designated for maintenance and repair by the Association. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of such Common Elements and Improvements owned and operated by the Association. In the event that said maintenance is not properly performed, the Town of Ridgway, following written notice and reasonable time to cure, may cause the work to be done, assess the cost to the Association, may certify such charges as delinquent charges to the county Treasurer to be collected similarly to taxes, may record a lien on said Common Elements, which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

7. **OUTDOOR LIGHTING.** All outdoor lighting fixtures shall comply with Town regulations.

8. **MAXIMUM ALLOWABLE UNITS:**

- (a) The maximum number of Townhouse Dwelling Units is 10;
- (b) The maximum number of Multifamily Dwelling Units is 28;
- (c) The maximum number of Commercial Units is 4

9. **EASEMENTS.** Alpine Homes-Ridgway, LLC, a Colorado limited liability company as the current, fee simple owner of the property depicted in this plat has designated, created and conveyed certain easements ('Easements') as described hereinbelow benefitting and burdening portions of the property as depicted and described herein. The Easements are being established by Owner for the particular purposes and uses stated hereinbelow. The location of the Easements as depicted on this plat are the initial alignments and may be revised during the final platting and/or creation of the condominium map to match actual location of improvements. Notwithstanding the foregoing, the Easements depicted herein shall not be decreased without the consent of the impacted party. The Easements are being reserved herein for the use and benefit of the particular parties indicated below, including the Association and the respective Unit Owners and their tenants, guests and invitees, and/or the Town of Ridgway and the general public as provided for herein. In the event the Owner or Association desire to amend any the terms and conditions of the Easements, including the location of the Easement Areas, and provided the Town agrees to such modifications, the Owner, or the Association(s) and Town may file a separate instrument reflecting these modifications, which reference this Plat and need not necessarily cause an amendment to this Plat to be executed and recorded to accomplish the modifications.

(a) **Access and Utility Easement.** A portion of the Community, designated and depicted as an Access and Utility Easement on this Plat, is subject to a perpetual, non-exclusive easement which allows for: (i) the right to install, repair, replace, maintain, upgrade, use and operate roads including drainage improvements, sidewalks and similar related facilities enabling vehicular and pedestrian access to and from the Community for the use and benefit of the Association, each Unit Owners and their respective tenants, guests and invitees, and (ii) the right to install, repair, replace, maintain, upgrade, use, operate and remove certain underground utilities serving development occurring in the Community along with a reasonable right of entry, ingress and egress to and from the Easement Area to and from adjacent public right-of-way, which easement rights are being dedicated for the use and benefit of Owner, Association and/or a utility provider, including the Town of Ridgway. The roads shall be privately owned and maintained by the Association. The Access and Utility Easements are also granted to and may be used by the Town and the general public for access to the Project.

(b) **Utility Easement.** A portion of the Community, designated and depicted as a Utility Easement on this Plat, is subject to a perpetual, non-exclusive easement which allows for the right to install, repair, replace, maintain, upgrade, use, operate and remove certain underground utilities along with a reasonable right of entry, ingress and egress to and from the Easement Area and adjacent public right-of-way, which easement rights are being dedicated for the use and benefit of Owner, Association and/or a utility provider, including the Town of Ridgway.

(c) **Utility and Drainage Easement.** A portion of the Community, designated and depicted as an Access and Utility Easement on this Plat, is subject to a perpetual, non-exclusive easement which allows for (i) the right to install, repair, replace, maintain, upgrade, use, operate and remove certain underground utilities along with a reasonable right of entry, ingress and egress to and from the Easement Area to and from adjacent public right-of-way and (ii) the right of Owner and Association to install, repair, replace maintain, upgrade, use and operate stormwater and drainage facilities and systems serving only development occurring in the Community, which easement rights are being dedicated for the use and benefit of Owner, Association and/or a utility provider, including the Town of Ridgway.

(d) **Public Recreational Trail Easement.** A portion of the Community, designated and depicted as a 'Non-Motorized

Public Recreational Trail Easement' on this Plat is being created by Owner and is being dedicated, granted, and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing for the right to install (following the initial installation of the trail by the Owner), repair, replace, maintain, use and operate a public hiker/biker, non-motorized trail.

(e) **Pedestrian Trail/Underpass or Overpass/Signage Easement** A portion of the Community, designated and depicted as a 'Pedestrian Trail/Underpass or Overpass/Signage Easement' on this Plat is being created by Owner and is being dedicated, granted and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing for the right to install, repair, maintain, use and operate a public hiker/biker, non-motorized trail, construct a future highway trail underpass, and install entry signage.


(f) **Public Park Easement.** A portion of the Community, designated and depicted as a 'Public Park Easement' on this Plat is being created by Owner and is being dedicated, granted and conveyed to the Town of Ridgway as a perpetual, non-exclusive easement allowing for the right to install (following the initial installation of the park improvement by the Owner), repair, replace, maintain, use and operate a public park for recreational purposes. Before installing other improvements, the Town shall obtain the approval of the Owner through such time as Owner still owns property within the project and thereafter, from the Association, which approval shall not be unreasonably withheld provided that the improvements are compatible with the project and would not create unacceptable impacts (light, noise, odor) to the development in the project.

10. **SOILS:** Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave and release radon. All owners, contractors, and engineers are required to investigate soil, groundwater, and drainage conditions on a particular lot prior to design and construction. On April 27, 2020, Huddleston-Berry Engineering & Testing, LLC of Colorado issued a Geotechnical Investigation discussing the soil characteristics on Lot 1 in the Triangle Subdivision, which all owners, contractors and engineering are encouraged to obtain and review prior to building. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils conditions present in this subdivision.

11. **CDOT ACCESS PERMIT:** Vehicular access to or from property adjoining a state highway shall be provided to the general street system, unless such access has been acquired by a public authority. Pursuant to C.R.S. § 43-2-147(1)(b), all lots and parcels created by this subdivision will have access to the state highway system in conformance with the state highway access code.

12. **PRIOR EASEMENTS:** The property platted hereon is subject to the prior easements as shown hereon, except that certain of the easements are being modified, amended and/or vacated by separate instruments as noted on this Plat.

13. The 100-year flood plain line shown was determined by Del-Mont Consultants, Inc and is based upon the analysis of David W. Schieldt, PE, CFM which are described and noted in a January 2, 2020 letter to the Town of Ridgway.

ALPINE HOMES-RIDGWAY, LLC TBD Highway 550 Ridgway, CO, 81432	RIVERFRONT VILLAGE PLANNED UNIT DEVELOPMENT
09/27/2021	 BULSON SURVEYING
PROJECT NUMBER 21009	

PRELIMINARY PLAT OF: RIVERFRONT VILLAGE, PLANNED UNIT DEVELOPMENT

LOCATED ON LOT 1R, TRIANGLE SUBDIVISION

SITUATED IN THE E $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.

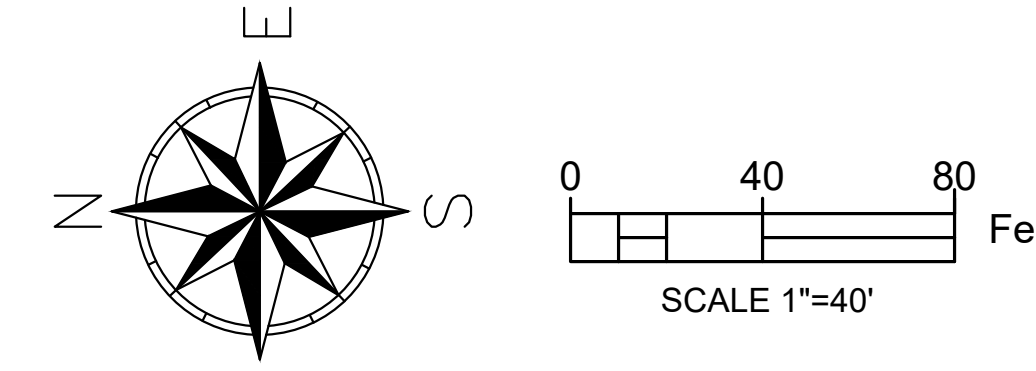
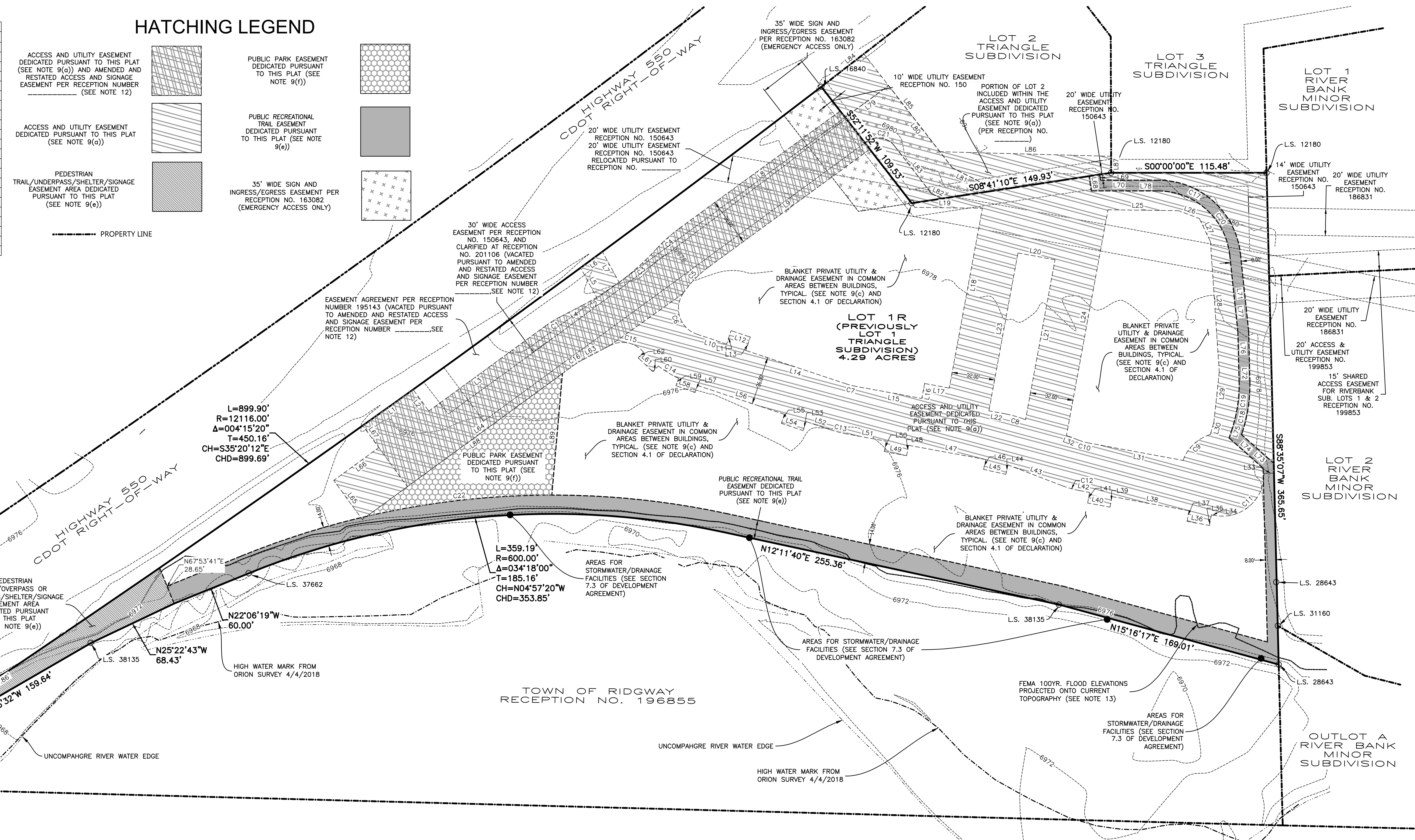
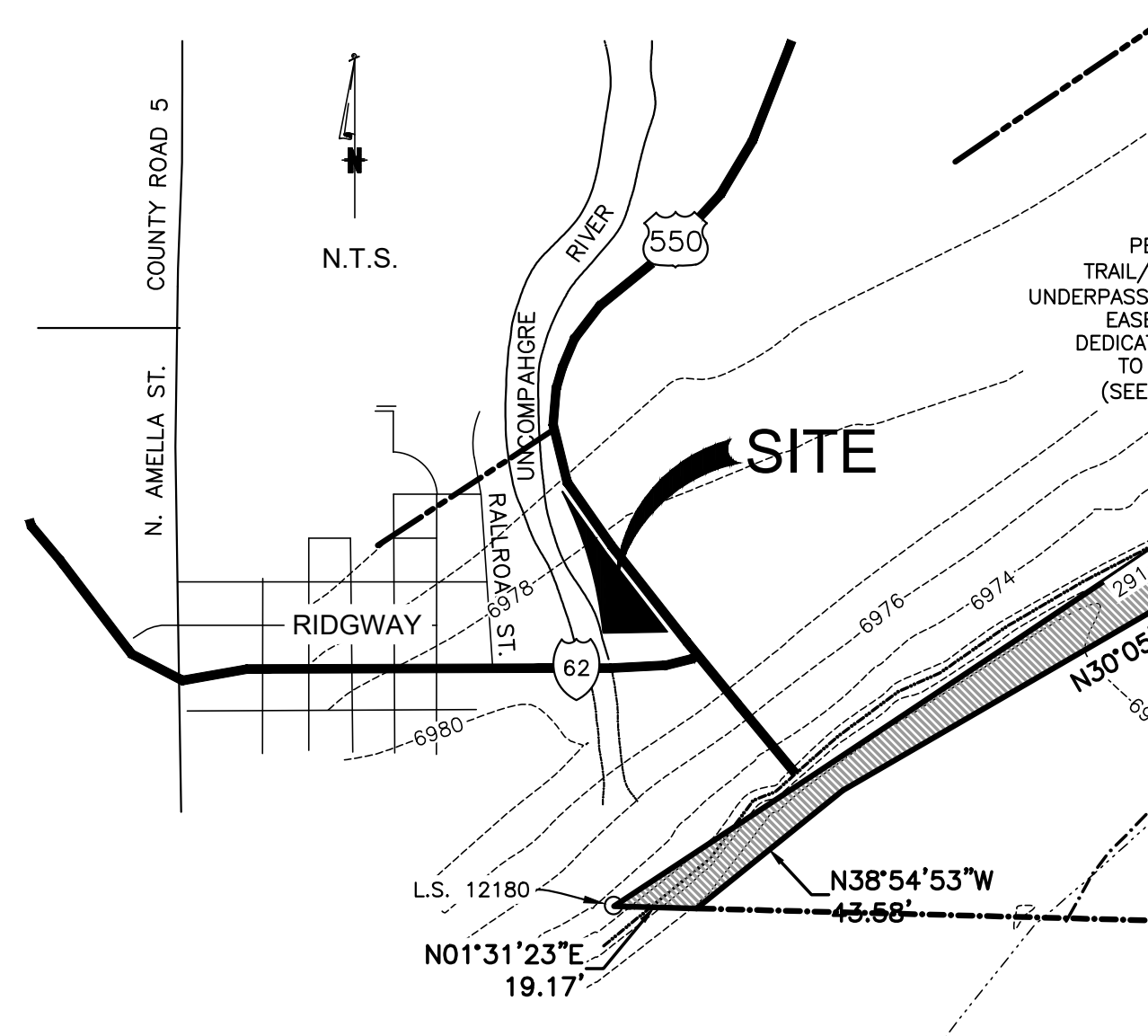
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

LINE TABLE			CURVE TABLE		
Line #	Direction	Length	Curve #	Length	Radius
L1	N 30°34'10" W	45.99	C1	12.88	80.00
L2	S 53°52'44" W	19.80	C2	11.48	198.40
L3	S 36°37'16" E	107.63	C3	37.64	198.40
L4	S 27°28'07" E	19.77	C4	22.55	114.20
L5	S 61°28'11" W	25.88	C5	27.39	78.20
L6	N 36°27'13" W	20.39	C6	36.78	20.00
L7	S 61°28'11" W	26.66	C7	6.14	44.00
L8	S 36°27'13" W	147.91	C8	14.80	80.00
L9	S 36°27'13" W	148.99	C9	28.95	31.00
L10	N 18°25'57" E	23.36	C10	8.14	44.00
L11	N 71°34'03" W	10.50	C11	55.10	31.00
L12	S 18°25'57" W	15.80	C12	14.80	80.00
L13	N 71°34'03" W	10.50	C13	11.57	80.00
L14	N 18°25'57" E	79.00	C14	17.73	80.00
L15	N 18°25'57" E	50.76	C15	26.37	20.00
L16	N 79°34'03" W	11.37	C16	6.64	44.00
L17	S 18°25'57" W	18.64	C17	90.11	42.50
L18	S 79°34'03" E	135.91	C18	29.20	11.50
L19	S 89°42'54" W	50.33	C19	36.39	103.50
L20	N 18°25'57" E	28.80	C20	78.39	53.50
L21	S 79°34'03" E	128.89	C21	23.12	15.00
L22	N 18°25'57" E	12.16	C22	138.62	64.00
L23	S 79°34'03" E	119.31			
L24	S 79°34'03" E	178.93			
L25	S 10°42'54" W	52.31			
L26	N 80°37'29" E	16.69			
L27	N 64°37'29" E	19.17			
L28	N 80°37'29" E	96.74			
L29	N 80°34'23" W	37.90			
L30	S 79°34'03" E	9.37			
L31	N 18°25'57" E	79.94			
L32	N 21°02'09" E	9.71			
L33	S 01°24'53" E	7.38			
L34	N 18°25'57" E	2.58			
L35	S 79°34'03" E	7.99			
L36	N 18°25'57" E	16.90			
L37	S 79°34'03" E	7.99			
L38	N 18°25'57" E	58.21			
L39	S 79°34'03" E	7.99			
L40	N 18°25'57" E	16.90			
L41	S 79°34'03" E	7.99			
L42	N 18°25'57" E	6.94			
L43	N 21°02'09" E	42.39			
L44	S 77°27'12" E	7.20			
L45	N 12°32'48" E	16.98			

HATCHING LEGEND

- ACCESS AND UTILITY EASEMENT DEDICATED PURSUANT TO THIS PLAT (SEE NOTE 9(c)) AND AMENDED AND RESTATED ACCESS AND SIGNAGE EASEMENT PER RECEPTION NUMBER (SEE NOTE 12)
- PUBLIC PARK EASEMENT DEDICATED PURSUANT TO THIS PLAT (SEE NOTE 9(f))
- ACCESS AND UTILITY EASEMENT DEDICATED PURSUANT TO THIS PLAT (SEE NOTE 9(c))
- PEDESTRIAN TRAIL/UNDERPASS/SHELTER/SIGNAGE EASEMENT AREA DEDICATED PURSUANT TO THIS PLAT (SEE NOTE 9(e))
- PUBLIC RECREATIONAL TRAIL EASEMENT DEDICATED PURSUANT TO THIS PLAT (SEE NOTE 9(e))
- 35' WIDE SIGN AND INGRESS/EGRESS EASEMENT PER RECEPTION NO. 163082 (EMERGENCY ACCESS ONLY)
- PROPERTY LINE

VICINITY MAP



ALPINE HOMES-RIDGWAY, LLC TBD Highway 550 Ridgway, CO, 81432	RIVERFRONT VILLAGE PLANNED UNIT DEVELOPMENT
09/27/2021	
PROJECT NUMBER 21009	

FLOOR AREA SUMMARY AND PARKING REQUIREMENTS:

REMOVAL OF 'C' BUILDING

BUILDING CM
 COMMERCIAL-RESIDENTIAL MIXED USE: 2-STORY 7,429 SF
 GROUND LEVEL 3,983 SF RETAIL COMMERCIAL TOTAL
 PARKING: 3,983 SF / 250 16 SPACES
 UPPER LEVEL RESIDENTIAL (4) 2-BR UNITS AT 861.5 SF AVG. EA. = 3,446 TOTAL
 PARKING: 2 SPACES PER UNIT 8 SPACES - UNCOVERED
24 SPACES

BUILDINGS M1 A & B
 MULTIFAMILY: 2-BUILDINGS, 2-STORY 3,612 SF EACH (7,224 SF TOTAL)
 2 - 3 BR UNITS
 2 - 2 BR UNITS (ONE TYPE A AND ONE TYPE B ANSI ACCESSIBLE UNITS)
 2 - 1 BR UNITS
 COVERED PARKING 10 SPACES
 UNCOVERED PARKING 2 SPACES
12 SPACES
 NOTE: M1 A & B REDUCED BY TWO (2) 1-BEDROOM UNITS

BUILDING M2
 MULTIFAMILY: 3-STORY 14,153 SF
 2 - 3 BR UNITS
 6 - 2 BR UNITS
 GARAGE 1ST LEVEL 16 SPACES (2 PER UNIT)
 4 VISITOR SPACES
20 SPACES

BUILDING M3
 MULTIFAMILY: 3-STORY 16,506 SF
 2 - 3 BR UNITS
 6 - 2 BR UNITS (ONE TYPE A ANSI ACCESSIBLE UNIT)
 2 - 1 BR UNITS
 GARAGE 1ST LEVEL 18 SPACES (2 PER UNIT, 1 PER 1-BED UNIT)
 4 VISITOR SPACES
22 SPACES
 NOTE: M3 INCREASED BY TWO (2) 1-BEDROOM UNITS

BUILDINGS D1-D5
 TOWNHOME: 2-STORY: 23,695 SF TOTAL (IN 5 BUILDINGS)
 LIVING 1,836.5 SF (3 BR) + GARAGE 2 CARS 534 SF = 2,369.5 SF EA UNIT
20 SPACES

TRIANGLE PARCEL PUD:

SITUATED IN THE W1/2SE1/4NW1/4 OF SECTION 16, TOWNSHIP 45 NORTH,
 RANGE 8 WEST, N.M.P.M. TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF
 COLORADO.

SITE ACREAGE: 4.3 ACRES
ZONING: GENERAL COMMERCIAL
SETBACKS: FRONT 15' REAR 8'
DWELLING UNITS: 38 TOTAL
BEDROOMS: 88 TOTAL
MAX RES OCCUPANCY: 186

LOT AREA CALCULATION
 SITE: 187,308 SF
 BUILDINGS: 35,085.66 SF 18% OF TOTAL LOT AREA
 HARDSCAPE: 70,167.75 SF 38% OF TOTAL LOT AREA
 LANDSCAPE: 81,881.54 SF 44% OF TOTAL LOT AREA
 100% TOTAL
 PUBLIC USE AREA: 22,103 SF 11.8% OF TOTAL LOT AREA
 INCL: RIVER TRAIL; RIVER PARK; COMMERCIAL PLAZA; SIDEWALK FROM
 RIVER TRAIL TO CM BLDG.

SCHOOL BUS STOP: THE DEVELOPMENT TEAM IS WORKING WITH SHANE AYER
 AT RIDGWAY SCHOOL DISTRICT TO FINALIZE LOCATION.

POSTAL BOX (CENTRALIZED DELIVERY UNIT): THE DEVELOPMENT TEAM IS
 WORKING WITH RENEE REXFORD AT USPS TO FINALIZE LOCATION AND SIZE.

NOTE: AREA OF ROADS (NOT INCLD'G PARKING) IS 33,110 SF ALL ROADS
 WITHIN PROPERTY ARE PRIVATE. PARKING LOT AREA IS 11,437 SF.

EXISTING ACCESS TO REMAIN AS A DIRT
 EMERGENCY ACCESS POINT AND PROVIDED
 WITH EMERGENCY BREAKAWAY BARRIER
 OR OTHER BARRIER TO PUBLIC USE
 AS REQ'D BY TOWN OF RIDGWAY.

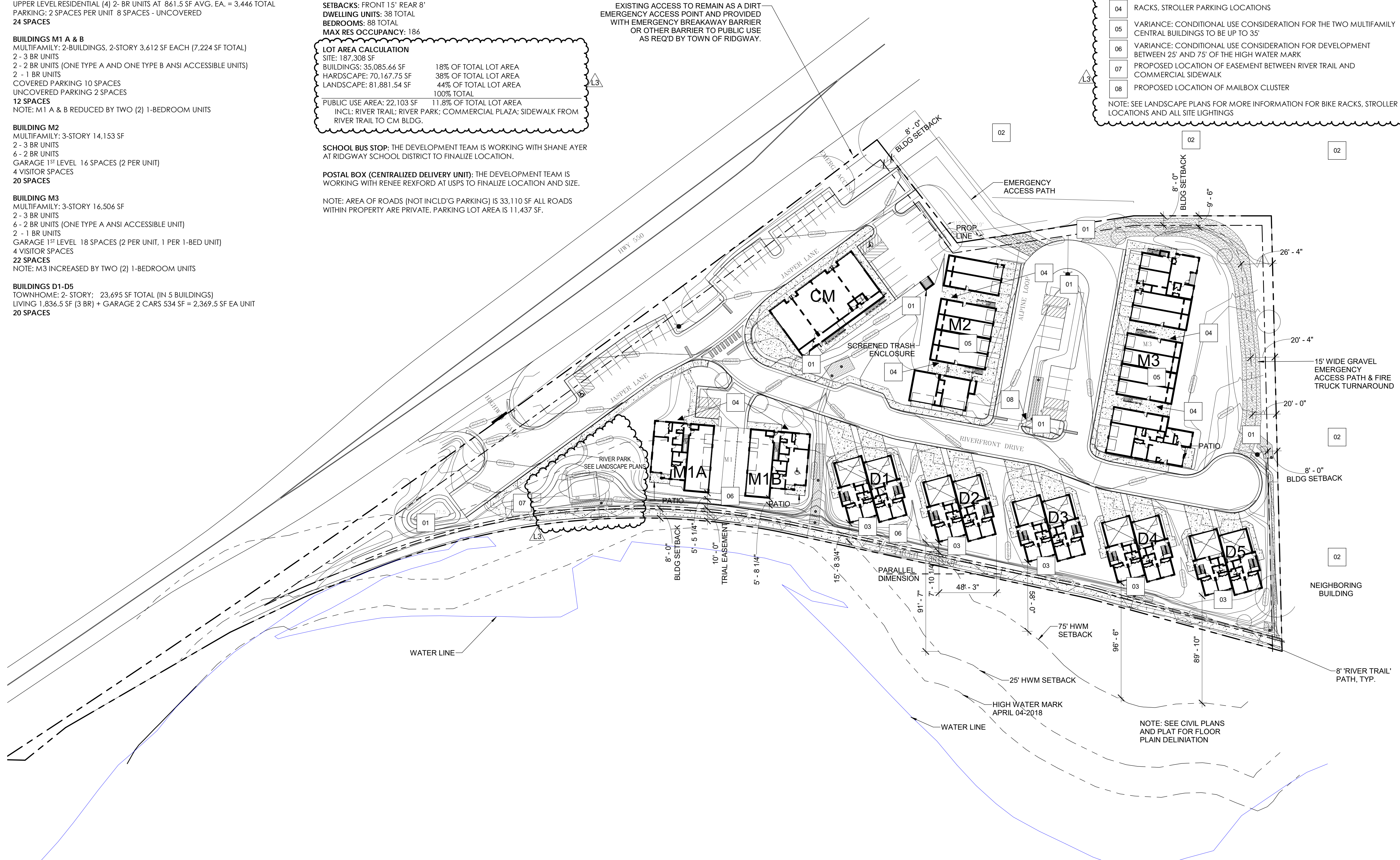
TOWNHOUSE A & B TYPE SCHEDULE:

TYPE A: UNITS 1, 3 & 5
TYPE B: UNITS 2 & 4

KEYED NOTES:

- 01 SNOW STORAGE AREA
- 02 COMMERCIAL BUILDING/BUSINESS WITHIN 100' OF SUBJECT PROPERTY
- 03 VARIANCE: CONDITIONAL USE CONSIDERATION FOR TOWNHOMES IN THE GC DISTRICT
- 04 RACKS, STROLLER PARKING LOCATIONS
- 05 VARIANCE: CONDITIONAL USE CONSIDERATION FOR THE TWO MULTIFAMILY CENTRAL BUILDINGS TO BE UP TO 35'
- 06 VARIANCE: CONDITIONAL USE CONSIDERATION FOR DEVELOPMENT BETWEEN 25' AND 75' OF THE HIGH WATER MARK
- 07 PROPOSED LOCATION OF EASEMENT BETWEEN RIVER TRAIL AND COMMERCIAL SIDEWALK
- 08 PROPOSED LOCATION OF MAILBOX CLUSTER

NOTE: SEE LANDSCAPE PLANS FOR MORE INFORMATION FOR BIKE RACKS, STROLLER LOCATIONS AND ALL SITE LIGHTINGS



1510 Zamia Avenue #103
 Boulder, CO 80304
 tel: 303.443.3629
 hello@caddispc.com
 www.caddispc.com

RIVERFRONT VILLAGE

LOT 1, TRIANGLE
 SUBDIVISION
 RIDGWAY, CO 81432

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Full Size: 0' 1' 2'
 Date: 01.25.21
 Project: 2017
 Archive:
 Plot Date: 9/21/2021 12:45:03 PM
 Revisions:

Rev#	Date	Description
L1	11/19/20	PRELIM. PLAT. RESUBMISSION
L2	04/09/21	PRELIM. PLAT. RESUBMISSION
L3	06/15/21	PRELIM. PLAT. RESUBMISSION

PRELIMINARY PLAT RESUBMISSION

ARCHITECTURAL SITE PLAN

A1.1

1 OVERALL SITE PLAN
 1" = 40'-0"

RIVERFRONT VILLAGE

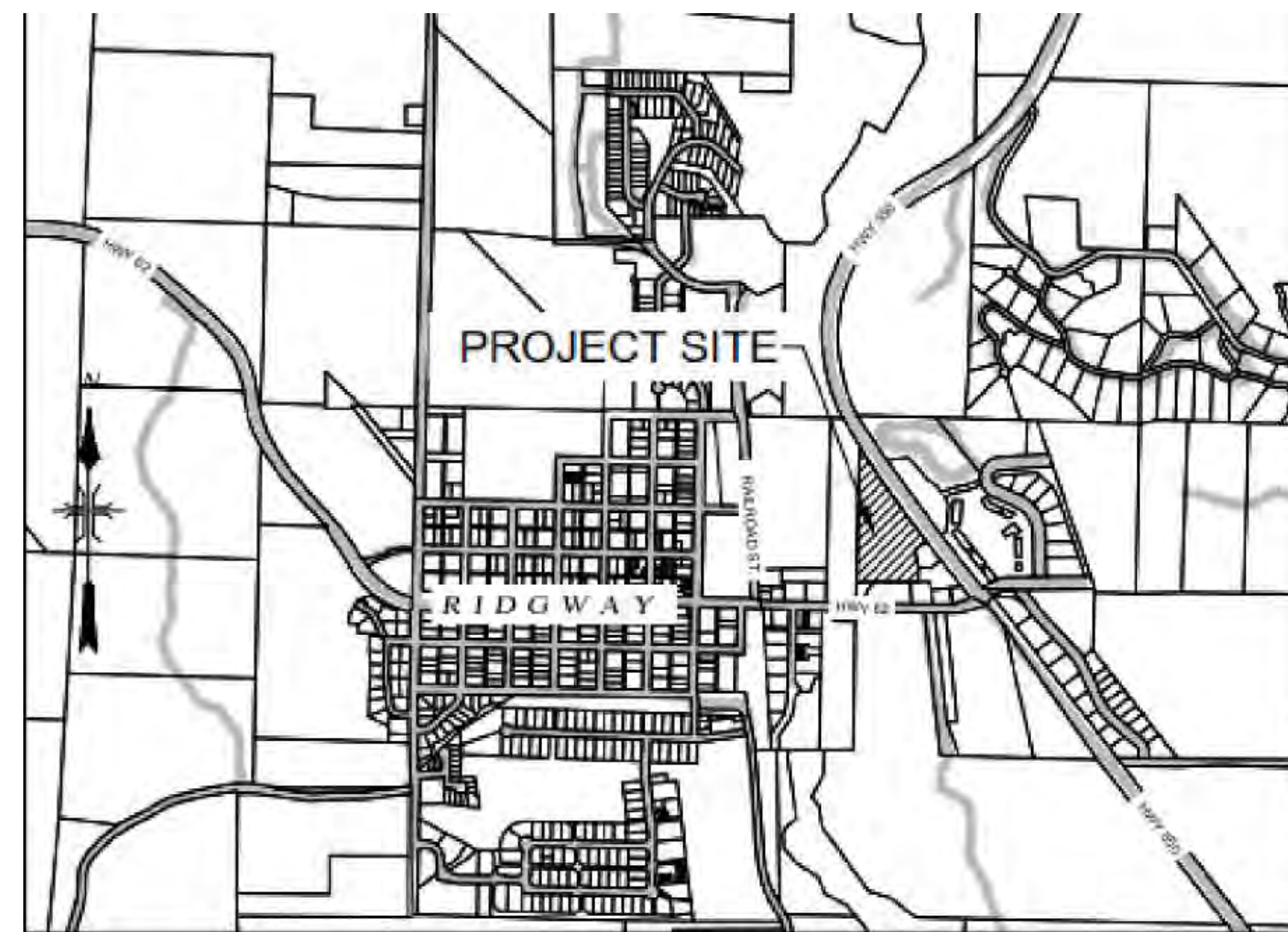
RIDGWAY, COLORADO

CIVIL CONSTRUCTION PLANS

9/24/2021

SHEET LIST

SHEET #	PLAN #	SHEET TITLE
1	C-1	TITLE SHEET
2	C-2	GENERAL NOTES
3	EC-1	EXISTING CONDITIONS SURVEY
4	SP-1	SITE PLAN
5	UTL-1	UTILITY PLAN
6	GP-1	GRADING PLAN
7	GP-2	POINTS LIST
8	SW-1	STORMWATER AND WQCV MITIGATION PLAN
9	SW-2	STORMWATER DETAILS
10	X-1	CROSS SECTIONS
11	RD-1	JASPER LANE PLAN & PROFILE
12	RD-2	RIVERFRONT DRIVE PLAN & PROFILE
13	RD-3	ALPINE LOOP PLAN & PROFILE
14	RT-1	RIVER TRAIL PLAN & PROFILE
15	SS-1	SEWER RUN A PLAN & PROFILE
16	SS-2	SEWER RUN B & C PLAN & PROFILE
17	SS-3	FUTURE SEWER EXTENSION PLAN & PROFILE
18	W-1	WATER RUN A PLAN & PROFILE
19	W-2	WATER RUN B PLAN & PROFILE
20	HC-1	HORIZONTAL CONTROL PLAN
21	HC-2	HORIZONTAL CONTROL - INTERSECTIONS
22	HC-3	UTILITY HORIZONTAL CONTROL PLAN
23	CD-1	CONSTRUCTION DETAILS



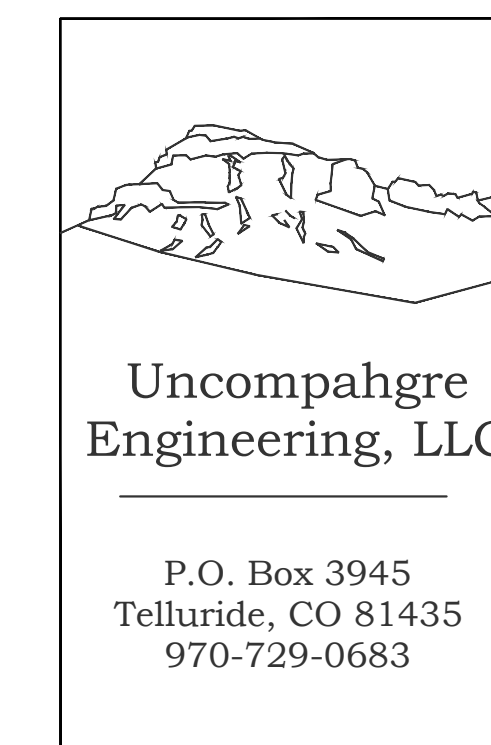
VICINITY MAP
NTS

ASSESSOR'S PARCEL #:
430516215001

OWNER:
ALPINE HOMES - RIDGEWAY, LLC
PO BOX 81435
TELLURIDE, CO 81432
JOHN SIMON (OWNER'S REP)
970-708-7224

CIVIL ENGINEER:
SET ENGINEERING, LLC
1309 EAST 3RD AVENUE, SUITE 206
DURANGO, CO 81301
JAMES GREEN, P.E.
970-403-5088

CIVIL OVERSIGHT AND
DRAINAGE ENGINEER:
UNCOMPAGRE ENGINEERING, LLC
P.O. BOX 3945
TELLURIDE, CO 81435
DAVID BALLODE, P.E.
970-729-0683



TOWN APPROVAL

SIGNATURE

DATE

GRAPHICAL SCALE (FT)

Revisions:
DATE DESCRIPTION

RIVERFRONT VILLAGE
TITLE SHEET
RIDGWAY, COLORADO



ENGINEERING, LLC
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

PLAN NO.
C-1

Sheet 1 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG



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RIVERFRONT VILLAGE

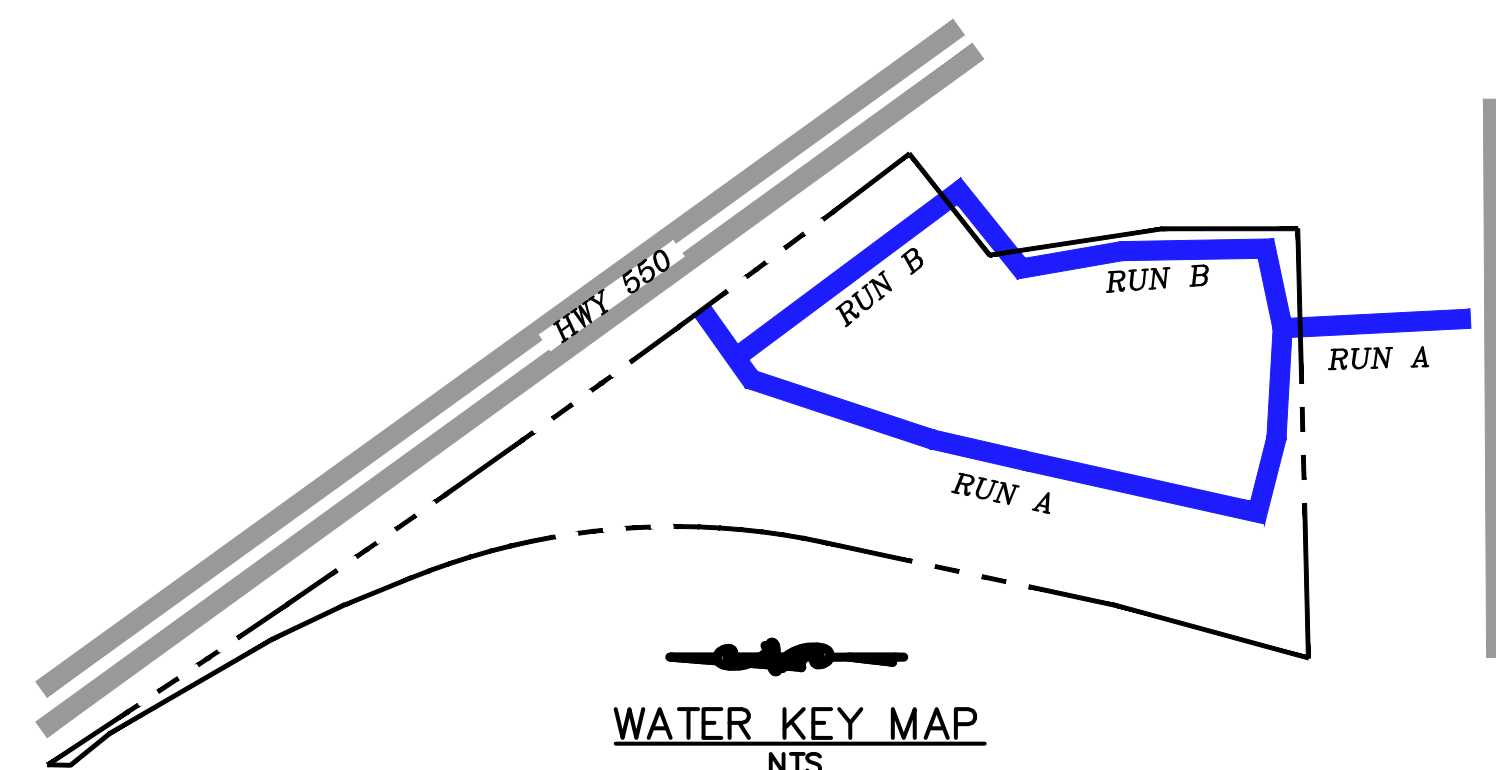
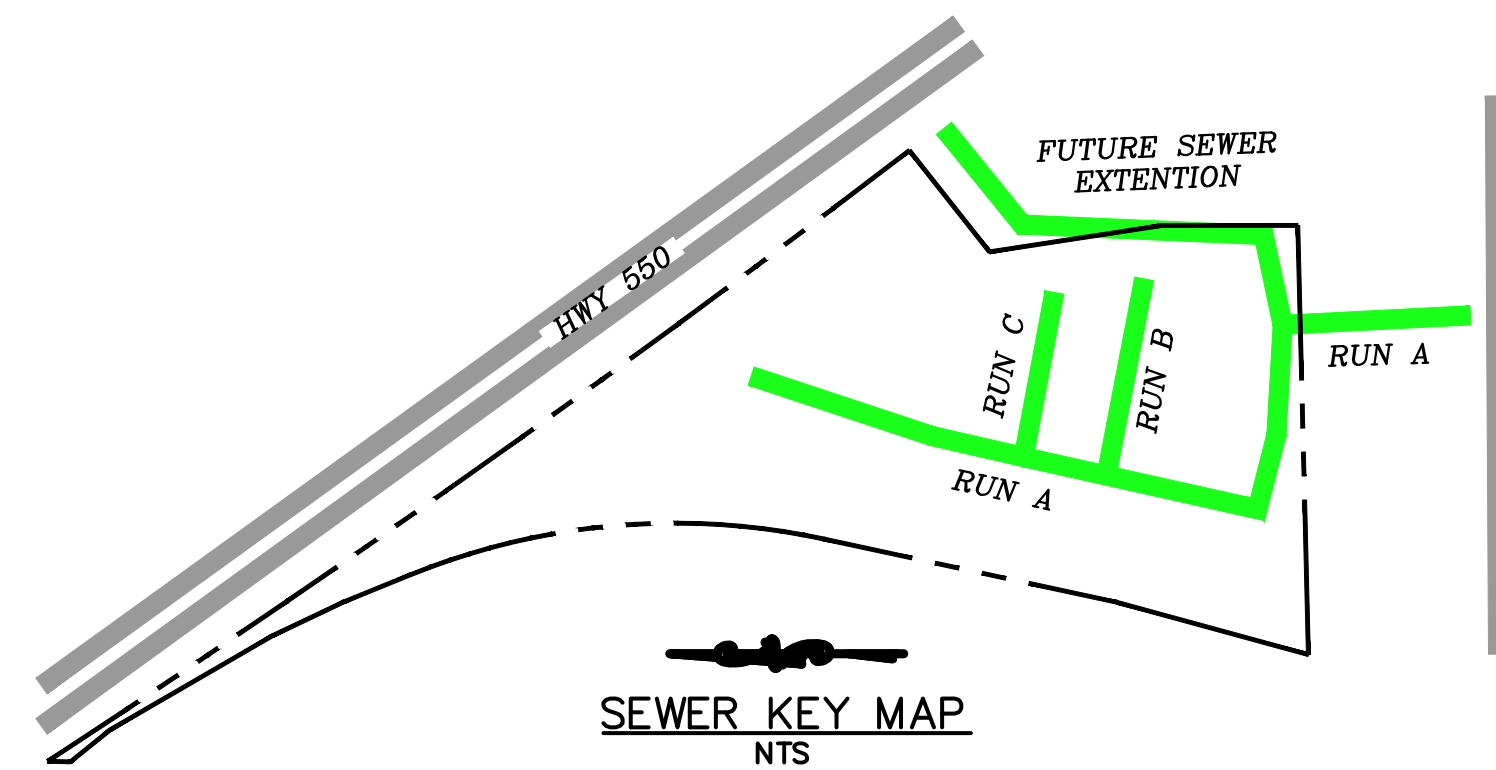
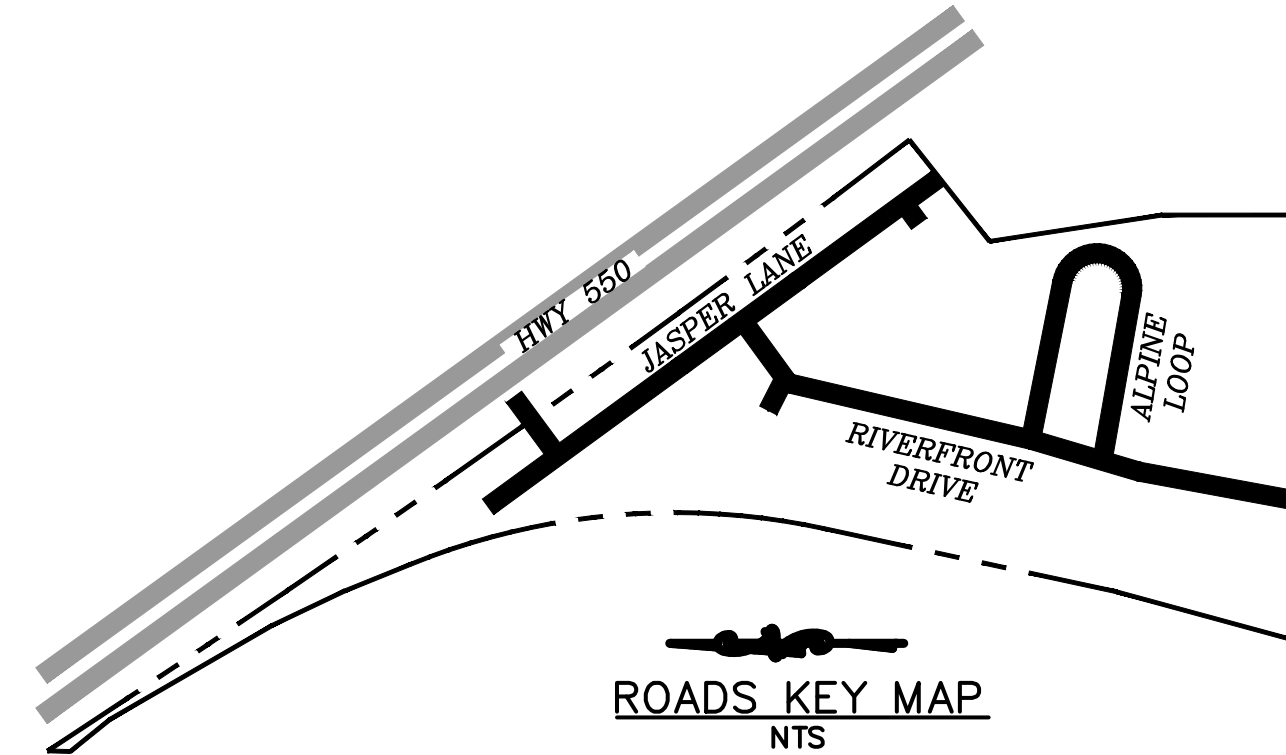
LINK TO TOWN STANDARDS AND SPECIFICATIONS:
[HTTPS://TOWNOFRIDGWAY.COLORADO.GOV/RESOURCES/PLANS-DOCUMENTS-AND-STUDIES](https://townofridgway.colorado.gov/resources/plans-documents-and-studies)

WORK TO BE DONE:

ALL WORK SHALL BE CONSTRUCTED ACCORDING TO TOWN OF RIDGWAY, SAN MIGUEL POWER ASSOCIATION, BLACK HILLS ENERGY, PROJECT GEOTECHNICAL ENGINEER, AND PROJECT CIVIL ENGINEER, THEIR CURRENT STANDARDS AND SPECIFICATIONS. IF CONFLICTS EXIST, CONTACT THE ENGINEER OF WORK AND TOWN REPRESENTATIVE.

LEGEND:

SYMBOL	DESCRIPTION
---	EXISTING POWER LINE
---ohe---	EXISTING OVERHEAD POWER LINE
---	EXISTING GAS LINE
---	EXISTING FIBER OPTIC LINE
---	EXISTING WATER LINE
---	EXISTING SEWER LINE
[---]	EXISTING CULVERT
⊗	EXISTING WATER VALVE
⊙	EXISTING SEWER MANHOLE
8"W	PROPOSED WATER MAIN
WS	PROPOSED WATER SERVICE
FW	PROPOSED FIRE WATER SERVICE
⊗	PROPOSED WATER GATE-VALVE
▷	PROPOSED THRUST BLOCK
⊙	PROPOSED FIRE HYDRANT
8"SS	PROPOSED SEWER MAIN
SS	PROPOSED SEWER SERVICE
⊙	PROPOSED SEWER MANHOLE
[---]	PROPOSED CULVERT
UE	PROPOSED UNDERGROUND ELECTRIC PER SMPA
E/T/F	PROPOSED ELECTRIC/TELEPHONE/COMMUNICATIONS COMMON TRENCH PER SMPA
⊙	PROPOSED ELECTRIC TRANSFORMER
⊙	PROPOSED ELECTRIC METER
□	PROPOSED STORMWATER DRYWELL
⊕	PROPOSED ADA OR COMBO STOP AND STREET NAME SIGN PER MUTCD
—	PROPOSED STOP BAR PER MUTCD



ABBREVIATIONS:

(###) = EXISTING ELEVATION
 BOB = BOTTOM OF BOX
 BOP = BOTTOM OF PIPE
 BOW = BACK OF WALK
 BTM = BOTTOM
 CL = CENTERLINE
 CO = CLEANOUT
 EG = EXISTING GRADE
 EL = ELEVATION
 EP = EDGE OF PAVEMENT
 EX = EXISTING
 FES = FLARED END SECTION
 FG = FINISH GRADE
 FS = FINISH SURFACE
 FL = FLOWLINE ELEVATION
 GB = GRADE BREAK
 GV = GATE VALVE
 HMA = HOT MIX ASPHALT
 IE = INVERT ELEVATION
 IR = IRRIGATION
 LIP = LIP OF GUTTER
 OHE = OVERHEAD ELECTRIC
 PC = POINT OF CURVATURE
 PCC = POINT OF COMPOUND CURVE
 PCR = POINT OF CURVE RETURN
 PL = PROPERTY LINE
 PROP = PROPOSED
 PT = POINT OF TANGENCY
 ROW = RIGHT OF WAY
 SD = STORM DRAIN
 SMH = SEWER MANHOLE
 TB = TOP OF BOX
 TBC = TOP BACK OF CURB
 TC = TOP OF CURB
 TG = TOP OF GRATE
 TOE = TOE OF SLOPE
 TOP = TOP OF PIPE OR SLOPE
 WM = WATER METER
 WS = WATER SERVICE

GRAPHICAL SCALE (FT)

Revisions:
DATE DESCRIPTION

**RIVERFRONT VILLAGE
 GENERAL NOTES
 RIDGWAY, COLORADO**



ENGINEERING, LLC
 1309 E. 3rd Ave., #206
 Durango, CO 81301
 970-403-5088

PLAN NO.

C-2

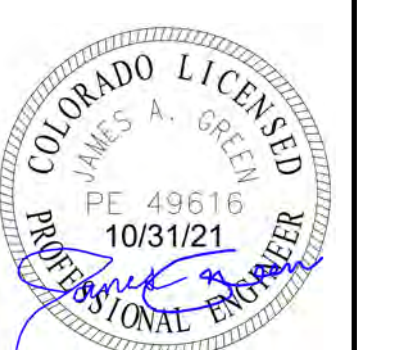
Sheet 2 of 23

Project: RIVERFRONT VILLAGE

Date: 9/24/2021

Drawn By: CSS

Checked By: JAG

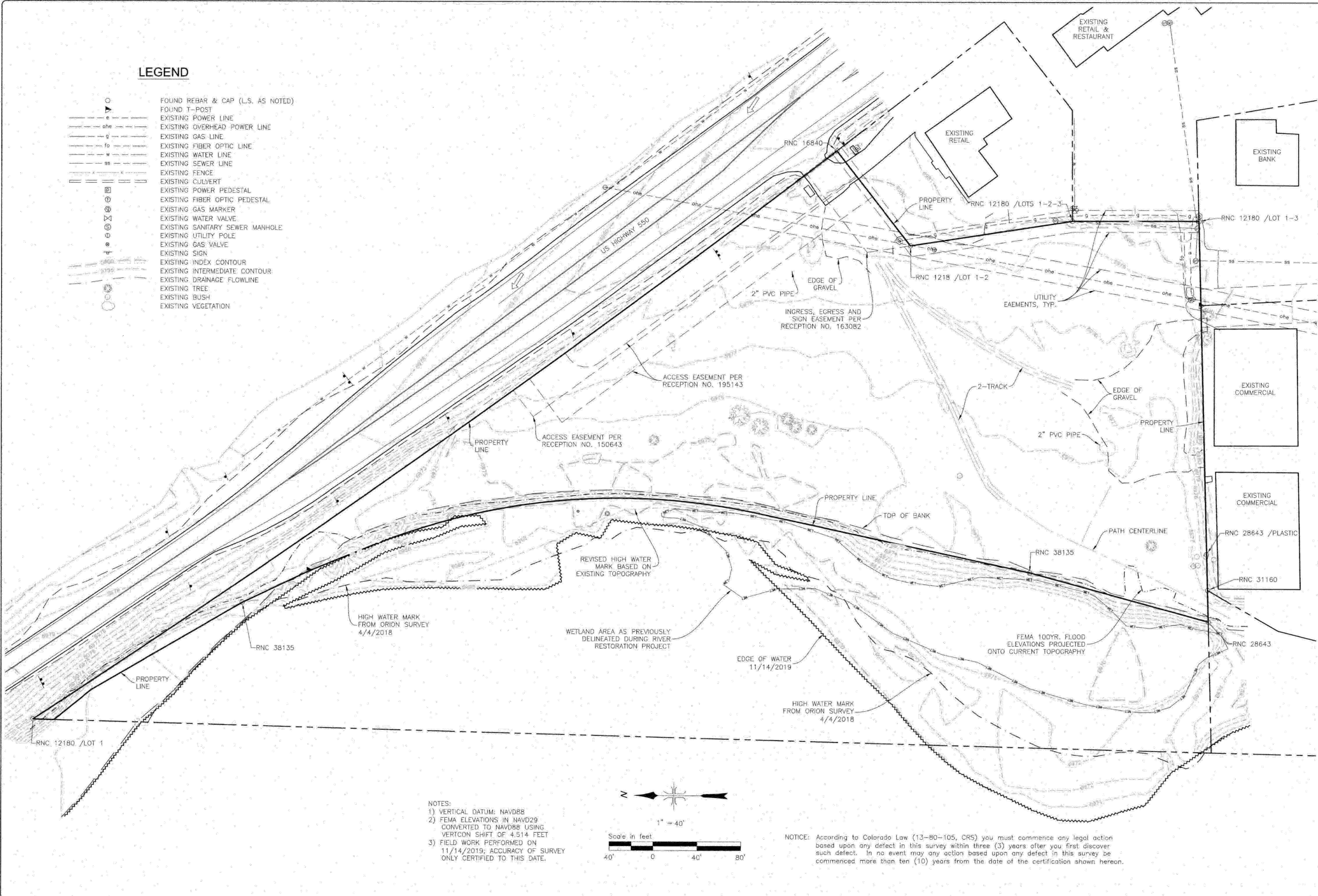


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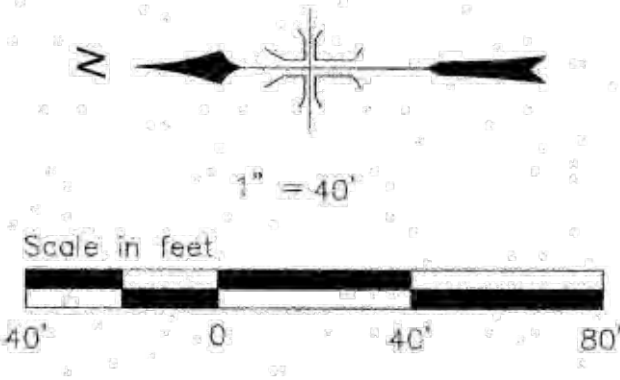
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LEGEND

- FOUND REBAR & CAP (L.S. AS NOTED)
- FOUND T-POST
- EXISTING POWER LINE
- EXISTING OVERHEAD POWER LINE
- EXISTING GAS LINE
- EXISTING FIBER OPTIC LINE
- EXISTING WATER LINE
- EXISTING SEWER LINE
- EXISTING FENCE
- EXISTING CULVERT
- EXISTING POWER PEDESTAL
- EXISTING FIBER OPTIC PEDESTAL
- EXISTING GAS MARKER
- EXISTING WATER VALVE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING UTILITY POLE
- EXISTING GAS VALVE
- EXISTING SIGN
- EXISTING INDEX CONTOUR
- EXISTING INTERMEDIATE CONTOUR
- EXISTING DRAINAGE FLOWLINE
- EXISTING TREE
- EXISTING BUSH
- EXISTING VEGETATION



- NOTES:**
- 1) VERTICAL DATUM: NAVD88
 - 2) FEMA ELEVATIONS IN NAVD29 CONVERTED TO NAVD88 USING VERTCON SHIFT OF 4.514 FEET
 - 3) FIELD WORK PERFORMED ON 11/14/2019; ACCURACY OF SURVEY ONLY CERTIFIED TO THIS DATE.

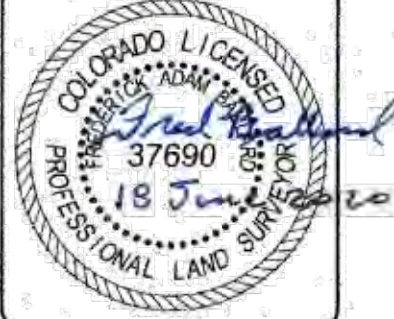


NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

NO.	DATE	REVISIONS	BY

DMC
DEL-MONT CONSULTANTS, INC.
 ENGINEERING & SURVEYING
 183 Colorado Ave. • Montrose, CO 81401 • (970) 748-2211 • (970) 748-2444 FAX
 www.delmont.com • www.dmc-engineers.com

PROJECT NO. 19150
 DATE 06-18-2020
 PLOTTED BY PETER
 DRAWN BY PUI
 AS NOTED
 CHECKED BY PUI

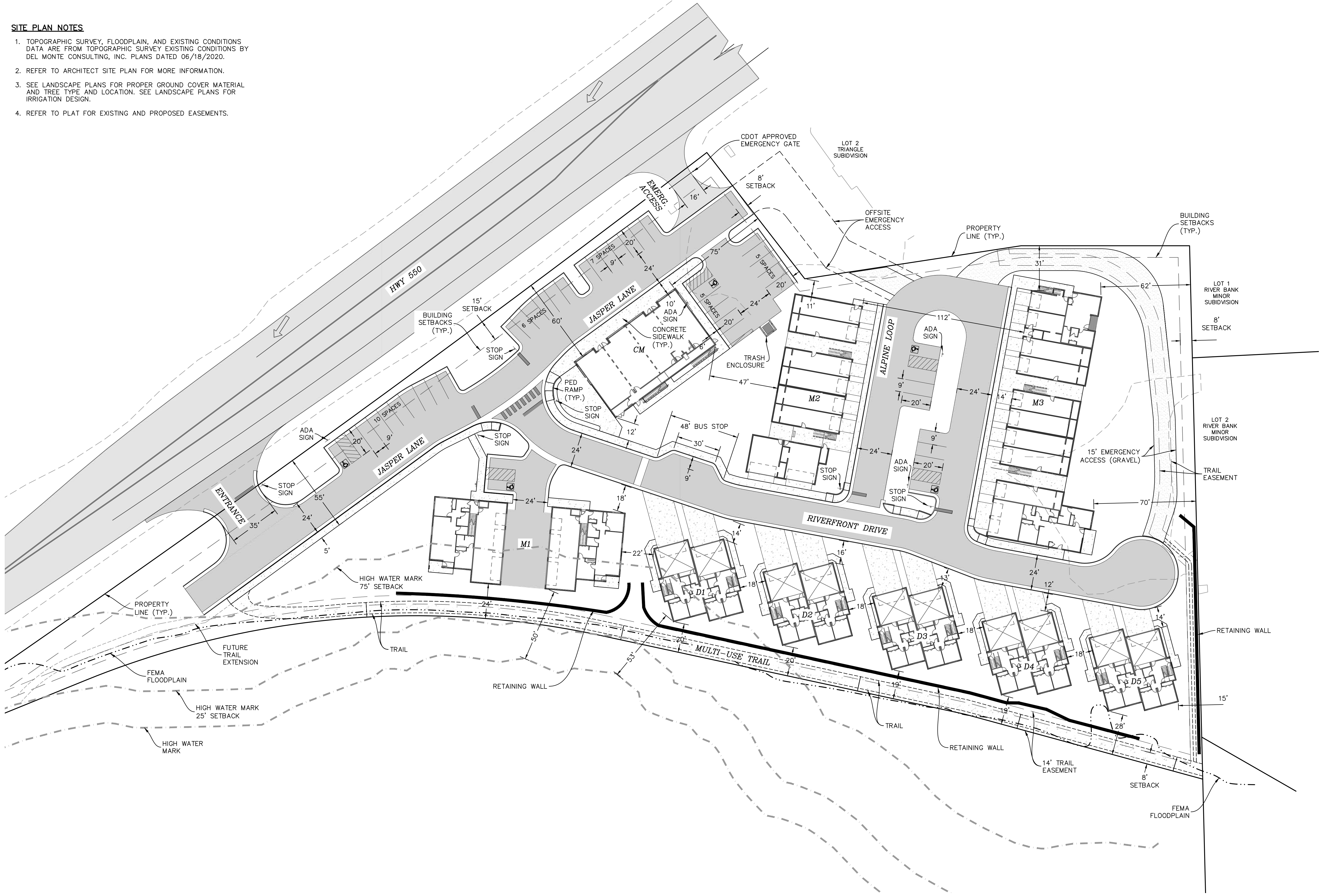
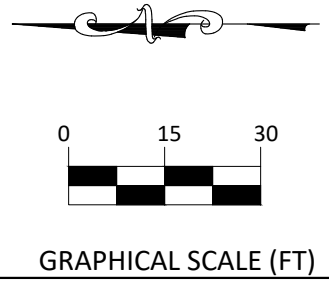


ALPINE HOMES-RIDGWAY, LLC
 TAVACI VILLAGE
 RIDGWAY, COLORADO

**TOPOGRAPHIC SURVEY
 EXISTING CONDITIONS MAP**

SITE PLAN NOTES

1. TOPOGRAPHIC SURVEY, FLOODPLAIN, AND EXISTING CONDITIONS DATA ARE FROM TOPOGRAPHIC SURVEY EXISTING CONDITIONS BY DEL MONTE CONSULTING, INC. PLANS DATED 06/18/2020.
2. REFER TO ARCHITECT SITE PLAN FOR MORE INFORMATION.
3. SEE LANDSCAPE PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE AND LOCATION. SEE LANDSCAPE PLANS FOR IRRIGATION DESIGN.
4. REFER TO PLAT FOR EXISTING AND PROPOSED EASEMENTS.



Revisions:	#	DATE	DESCRIPTION

**RIVERFRONT VILLAGE
SITE PLAN
RIDGWAY, COLORADO**



ENGINEERING, LLC
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

**PLAN NO.
SP-1**

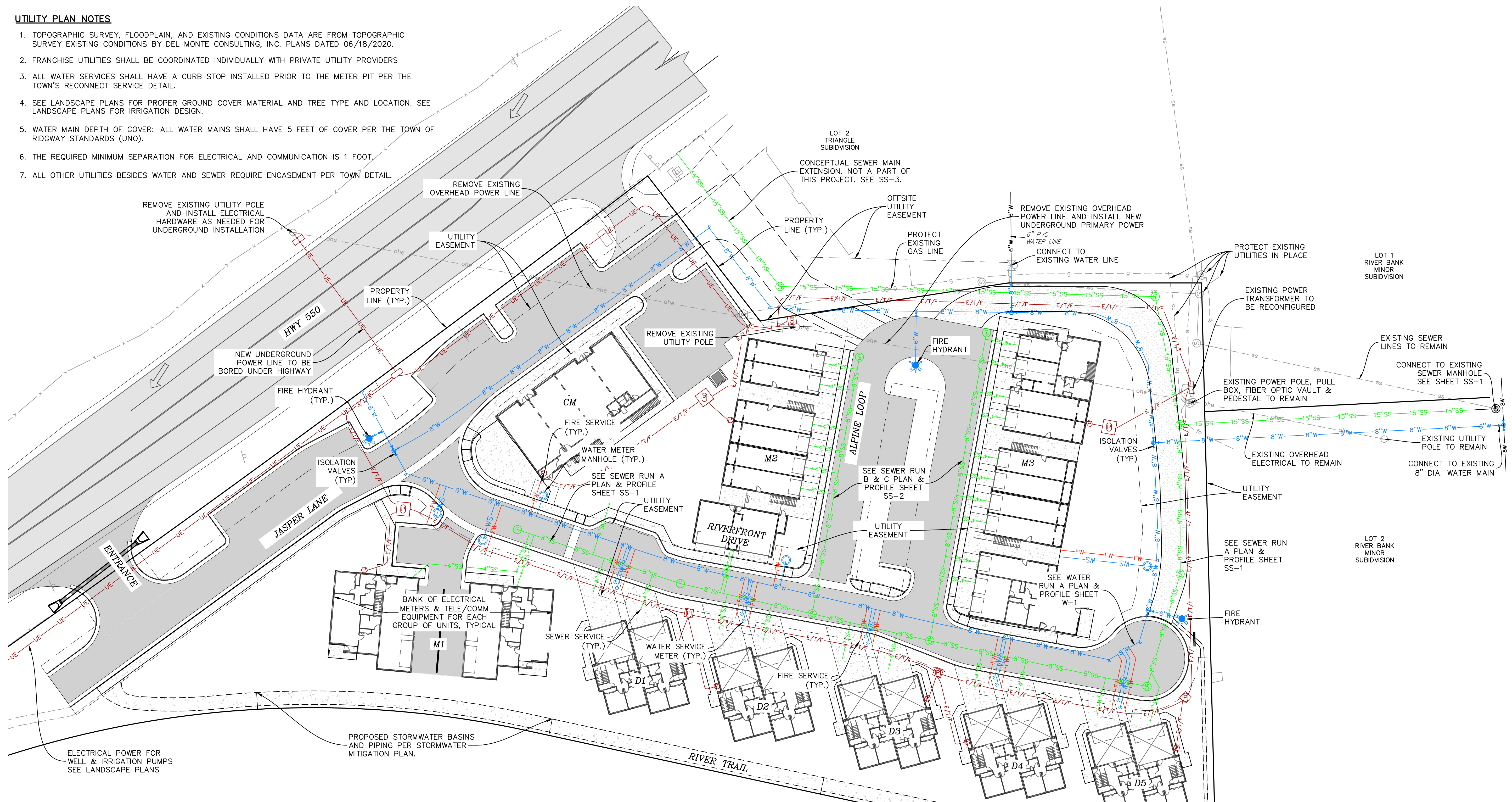
Sheet 4 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG



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UTILITY PLAN NOTES

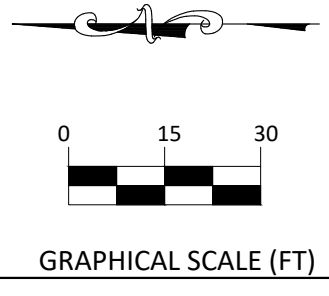
1. TOPOGRAPHIC SURVEY, FLOODPLAIN, AND EXISTING CONDITIONS DATA ARE FROM TOPOGRAPHIC SURVEY EXISTING CONDITIONS BY DEL MONTE CONSULTING, INC. PLANS DATED 06/18/2020.
2. FRANCHISE UTILITIES SHALL BE COORDINATED INDIVIDUALLY WITH PRIVATE UTILITY PROVIDERS
3. ALL WATER SERVICES SHALL HAVE A CURB STOP INSTALLED PRIOR TO THE METER PIT PER THE TOWN'S RECONNECT SERVICE DETAIL.
4. SEE LANDSCAPE PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE AND LOCATION. SEE LANDSCAPE PLANS FOR IRRIGATION DESIGN.
5. WATER MAIN DEPTH OF COVER: ALL WATER MAINS SHALL HAVE 5 FEET OF COVER PER THE TOWN OF RIDGWAY STANDARDS (UNO).
6. THE REQUIRED MINIMUM SEPARATION FOR ELECTRICAL AND COMMUNICATION IS 1 FOOT.
7. ALL OTHER UTILITIES BESIDES WATER AND SEWER REQUIRE ENCASEMENT PER TOWN DETAIL.



RIVERFRONT VILLAGE UTILITY SIZING PER BIGHORN CONSULTING ENGINEERS

- BUILDING CM**
- COMMERCIAL + RESIDENTIAL
 - SANITARY SEWER SHALL BE 4" Ø
 - FIRE WATER SHALL BE 4" Ø
 - DOMESTIC WATER SHALL BE 1 1/2" Ø
 - ELECTRICAL SERVICE SHALL BE A 600 AMP THREE PHASE 208 VOLT METERSTACK
- BUILDINGS D1, D2, D3, D4, D5**
- RESIDENTIAL TOWNHOMES (FOLLOWING INFORMATION IS PER UNIT)
 - SANITARY SEWER SHALL BE 4" Ø
 - FIRE WATER SHALL BE 1.5" Ø
 - DOMESTIC WATER SHALL BE 1" Ø
 - ELECTRICAL SERVICE SHALL BE A 125 AMP SINGLE PHASE 240 VOLT METERSTACK
- BUILDING M1 A**
- APARTMENTS AND PARKING GARAGE
 - SANITARY SEWER SHALL BE 4" Ø
 - FIRE WATER SHALL BE 2 1/2" Ø
 - DOMESTIC WATER SHALL BE 1 1/2" Ø
 - ELECTRICAL SERVICE SHALL BE A 400 AMP THREE PHASE 208 VOLT METERSTACK

- BUILDING M1 B**
- APARTMENTS AND PARKING GARAGE
 - SANITARY SEWER SHALL BE 4" Ø
 - FIRE WATER SHALL BE 2 1/2" Ø
 - DOMESTIC WATER SHALL BE 1 1/2" Ø
 - ELECTRICAL SERVICE SHALL BE A 400 AMP THREE PHASE 208 VOLT METERSTACK
- BUILDING M2**
- CONDOS WITH PRIVATE GARAGES ON THE FIRST FLOOR.
 - SANITARY SEWER SHALL BE 6" Ø
 - FIRE WATER SHALL BE 4" Ø
 - DOMESTIC WATER SHALL BE 2" Ø
 - ELECTRICAL SERVICE SHALL BE A 600 AMP THREE PHASE 208 VOLT METERSTACK
- BUILDING M3**
- CONDOS WITH PRIVATE GARAGES ON THE FIRST FLOOR.
 - SANITARY SEWER SHALL BE 6" Ø
 - FIRE WATER SHALL BE 4" Ø
 - DOMESTIC WATER SHALL BE 2" Ø
 - ELECTRICAL SERVICE SHALL BE A 600 AMP THREE PHASE 208 VOLT METERSTACK
- NOTE:**
ESTIMATIONS BASED ON INFORMATION AVAILABLE PRIOR TO 12/31/2020 AND UPDATED ON 08/16/2021.



REVISIONS #	DATE	DESCRIPTION

**RIVERFRONT VILLAGE
UTILITY PLAN
RIDGWAY, COLORADO**



ENGINEERING, LLC
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

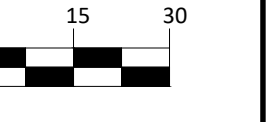
**PLAN NO.
UTL-1**

Sheet 5 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG



GRADING PLAN NOTES

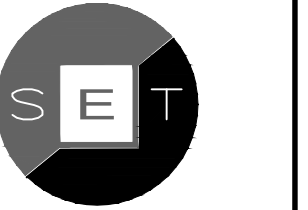
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GRAPHICAL SCALE (FT)

Revisions: #	DATE	DESCRIPTION

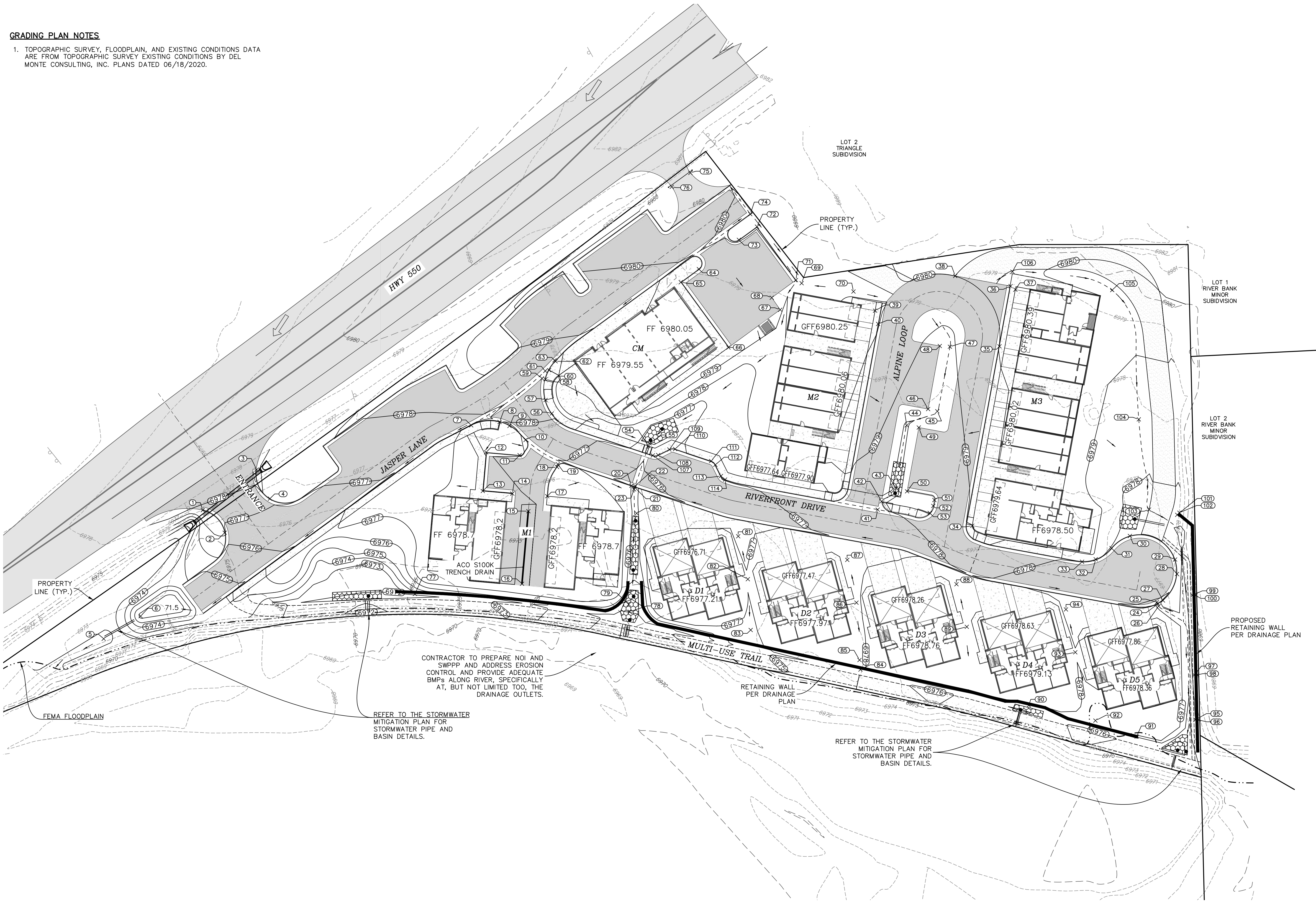
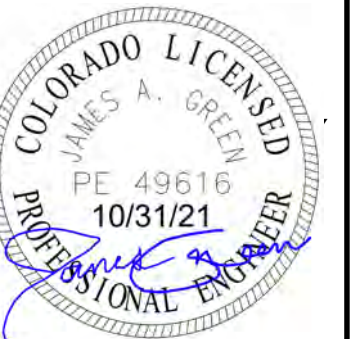
**RIVERFRONT VILLAGE
GRADING PLAN
RIDGWAY, COLORADO**



ENGINEERING, LLC
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

**PLAN NO.
GP-1**

Sheet 6 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG



CONTRACTOR TO PREPARE NOI AND SWPPP AND ADDRESS EROSION CONTROL AND PROVIDE ADEQUATE BMPs ALONG RIVER, SPECIFICALLY AT, BUT NOT LIMITED TO, THE DRAINAGE OUTLETS.

REFER TO THE STORMWATER MITIGATION PLAN FOR STORMWATER PIPE AND BASIN DETAILS.

REFER TO THE STORMWATER MITIGATION PLAN FOR STORMWATER PIPE AND BASIN DETAILS.

RETAINING WALL PER DRAINAGE PLAN

PROPOSED RETAINING WALL PER DRAINAGE PLAN

FEMA FLOODPLAIN

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Point #	Raw Description	Elevation	Northing	Easting
1	TBC	6977.87	1549901.49	2353672.58
2	TBC	6976.83	1549886.49	2353657.11
3	TBC	6978.96	1549864.57	2353700.40
4	TBC	6977.76	1549855.44	2353680.49
5	FL	6971.30	1549969.50	2353584.36
6	FL	6971.50	1549944.15	2353599.88
7	TBC	6978.09	1549717.40	2353730.77
8	TBC	6977.86	1549697.95	2353733.08
9	TBC	6978.31	1549691.16	2353730.39
10	TBC	6977.86	1549680.17	2353720.72
11	TBC	6978.24	1549684.20	2353710.25
12	TBC	6978.46	1549707.15	2353712.26
13	TBC	6977.86	1549709.47	2353685.70
14	TBC	6978.37	1549689.22	2353683.93
15	TG	6977.90	1549678.23	2353671.87
16	TG	6977.90	1549682.58	2353622.10
17	TBC	6977.86	1549665.28	2353682.17
18	TBC	6977.44	1549658.50	2353702.18
19	FL	6977.11	1549658.05	2353704.12
20	TBC	6976.00	1549607.55	2353689.37
21	FL	6975.47	1549605.29	2353688.27
22	FL	6975.55	1549604.97	2353689.21
23	FG/FL	6975.30	1549605.74	2353686.90
24	FL	6976.78	1549246.53	2353608.28
25	FL	6976.86	1549247.12	2353609.38
26	FG/FL	6976.61	1549245.94	2353606.74
27	TBC	6977.21	1549242.94	2353610.65
28	TBC	0.00	1549233.34	2353628.80
29	TBC	6977.71	1549234.64	2353638.72
30	HP/TBC	6978.40	1549265.65	2353654.88

Point #	Raw Description	Elevation	Northing	Easting
31	TBC	6977.90	1549278.26	2353646.52
32	TBC	6978.31	1549289.08	2353638.87
33	TBC	6978.23	1549298.44	2353637.20
34	TOC	6979.14	1549373.78	2353661.93
35	TBC	6980.01	1549355.09	2353784.99
36	TBC	6980.23	1549347.48	2353826.28
37	FS	6980.29	1549344.20	2353823.83
38	EP	6980.05	1549385.47	2353833.27
39	FS	6980.14	1549440.41	2353809.40
40	TBC	6980.03	1549438.35	2353800.32
41	FL	6977.63	1549438.61	2353672.94
42	FL	6977.51	1549435.98	2353678.64
43	FL	6977.77	1549426.01	2353687.63
44	FL	6977.97	1549418.71	2353730.78
45	FL	6978.08	1549397.74	2353740.43
46	EP	6978.52	1549404.02	2353741.92
47	FL	6978.30	1549389.08	2353784.69
48	EP	6978.74	1549396.06	2353785.20
49	EP	6978.37	1549410.42	2353729.27
50	TBC	6978.12	1549418.48	2353685.50
51	TBC	6978.72	1549399.75	2353679.52
52	TBC	6978.63	1549400.49	2353675.50
53	TBC	6978.46	1549402.94	2353670.69
54	FL	6976.08	1549595.86	2353716.57
55	FG/FL	6976.82	1549595.13	2353718.49
56	TBC	6978.49	1549662.13	2353738.92
57	TBC	6978.57	1549666.44	2353748.14
58	TBC	6978.63	1549666.44	2353762.36
59	EP	6978.53	1549668.86	2353762.99
60	TBC	6978.58	1549663.96	2353768.64

Point #	Raw Description	Elevation	Northing	Easting
61	FL	6978.42	1549666.64	2353768.05
62	TBC	6978.73	1549659.54	2353774.71
63	FL	6978.52	1549660.27	2353775.39
64	TBC	6980.35	1549561.27	2353837.97
65	TBC	6980.35	1549573.66	2353828.94
66	TBC	6979.61	1549540.98	2353784.16
67	EP	6979.40	1549505.50	2353810.05
68	EP	6979.50	1549511.28	2353818.34
69	FL	6979.20	1549490.81	2353828.26
70	HP	6979.80	1549455.24	2353822.56
71	TBC	6979.92	1549494.71	2353830.44
72	TBC	6980.35	1549521.43	2353867.05
73	TBC	6980.35	1549533.81	2353858.02
74	FL	6979.79	1549526.01	2353875.68
75	EP	6981.29	1549567.07	2353903.97
76	EP	6980.97	1549579.87	2353894.34
77	TW	6975.00	1549756.03	2353615.14
78	TW	6975.00	1549608.72	2353602.92
79	FL	6974.80	1549609.37	2353607.95
80	FL	6975.50	1549603.91	2353670.43
81	FL	6976.80	1549534.28	2353654.66
82	HP	6977.10	1549527.70	2353625.25
83	FL	6976.80	1549525.73	2353590.37
84	TW	6978.00	1549450.46	2353563.21
85	FL	6977.50	1549451.10	2353569.79
86	HP	6977.80	1549453.19	2353609.12
87	FL	6977.50	1549459.51	2353638.50
88	FL	6978.20	1549384.59	2353621.80
89	HP	6978.50	1549377.52	2353592.56
90	TW	6978.00	1549334.99	2353538.69

Point #	Raw Description	Elevation	Northing	Easting
91	TW	6977.00	1549261.03	2353517.29
92	FL	6977.70	1549289.29	2353528.23
93	HP	6978.00	1549303.11	2353575.09
94	FL	6977.70	1549309.51	2353604.48
95	BW	6977.00	1549220.69	2353528.83
96	TW	6978.00	1549218.68	2353528.74
97	BW	6978.00	1549221.41	2353559.53
98	TW	6979.50	1549219.47	2353559.61
99	BW	6977.00	1549222.77	2353614.24
100	TW	6981.00	1549220.69	2353614.24
101	BW	6978.00	1549233.21	2353669.39
102	TW	6981.00	1549231.70	2353670.83
103	FL	6977.80	1549252.51	2353673.05
104	FL	6978.50	1549259.53	2353734.86
105	FL	6979.50	1549277.75	2353823.56
106	HP	6980.20	1549346.20	2353836.17
107	TBC	6976.63	1549592.88	2353710.13
108	TBC	6976.69	1549589.19	2353710.39
109	TBC	6977.05	1549581.51	2353714.23
110	TBC	6977.15	1549577.57	2353714.51
111	TBC	6977.18	1549552.90	2353706.29
112	TBC	6977.21	1549549.92	2353703.70
113	TBC	6977.15	1549546.08	2353696.02
114	TBC	6977.15	1549543.28	2353693.59

GRAPHICAL SCALE (FT)

Revisions:	DESCRIPTION	
	#	DATE

**RIVERFRONT VILLAGE
POINTS LIST
RIDGWAY, COLORADO**



**PLAN NO.
GP-2**

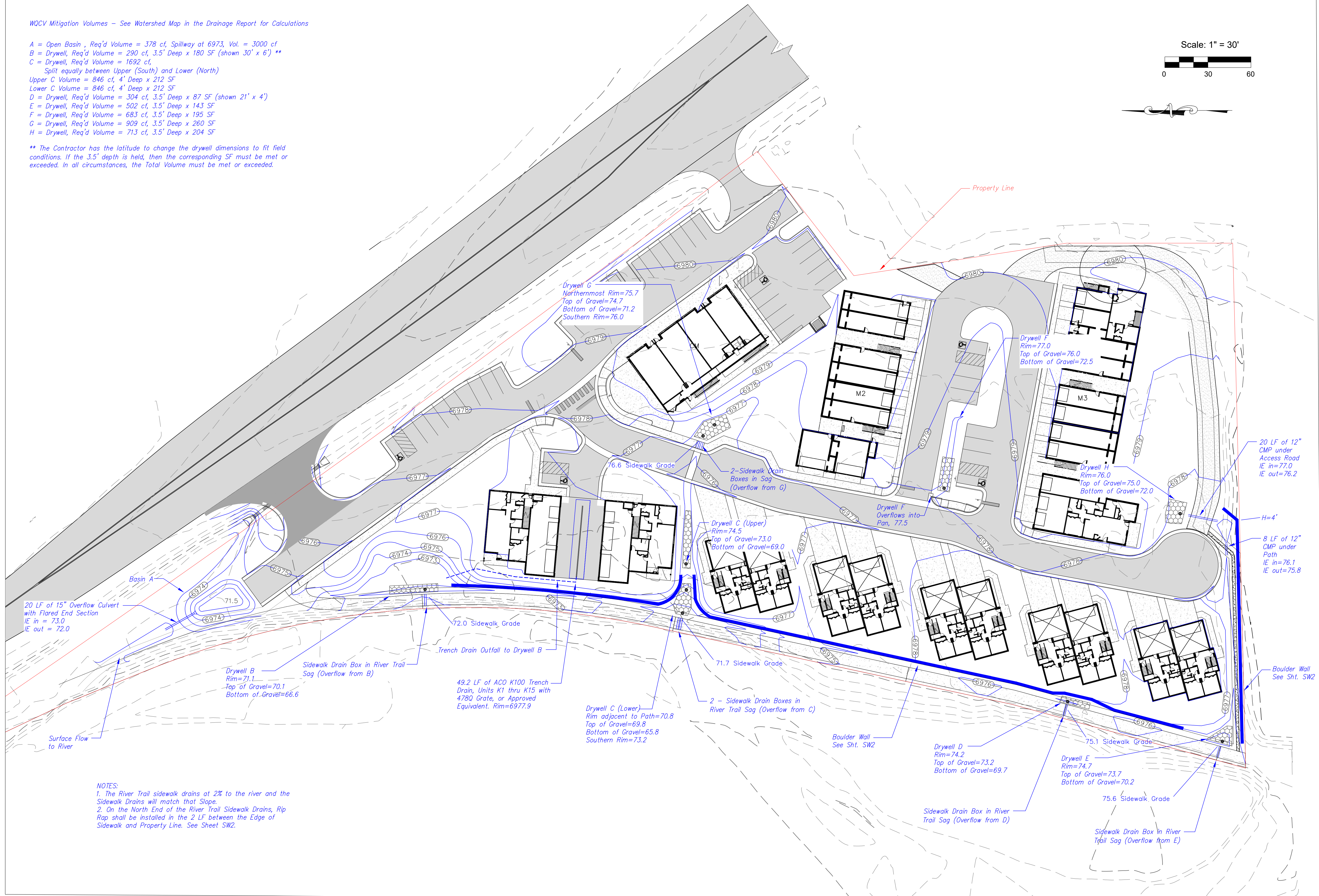
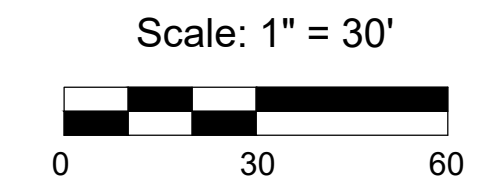
Sheet 7 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG



WQCV Mitigation Volumes – See Watershed Map in the Drainage Report for Calculations

- A = Open Basin , Req'd Volume = 378 cf, Spillway at 6973, Vol. = 3000 cf
- B = Drywell, Req'd Volume = 290 cf, 3.5' Deep x 180 SF (shown 30' x 6') **
- C = Drywell, Req'd Volume = 1692 cf,
Split equally between Upper (South) and Lower (North)
- Upper C Volume = 846 cf, 4' Deep x 212 SF
- Lower C Volume = 846 cf, 4' Deep x 212 SF
- D = Drywell, Req'd Volume = 304 cf, 3.5' Deep x 87 SF (shown 21' x 4')
- E = Drywell, Req'd Volume = 502 cf, 3.5' Deep x 143 SF
- F = Drywell, Req'd Volume = 683 cf, 3.5' Deep x 195 SF
- G = Drywell, Req'd Volume = 909 cf, 3.5' Deep x 260 SF
- H = Drywell, Req'd Volume = 713 cf, 3.5' Deep x 204 SF

** The Contractor has the latitude to change the drywell dimensions to fit field conditions. If the 3.5' depth is held, then the corresponding SF must be met or exceeded. In all circumstances, the Total Volume must be met or exceeded.



NOTES:
 1. The River Trail sidewalk drains at 2% to the river and the Sidewalk Drains will match that Slope.
 2. On the North End of the River Trail Sidewalk Drains, Rip Rap shall be installed in the 2 LF between the Edge of Sidewalk and Property Line. See Sheet SW2.

Uncompahgre Engineering, LLC

P.O. Box 3945
 Telluride, CO 81435
 970-729-0683

SUBMISSIONS:

SUBMITTAL	2020-11-20
SUBMITTAL	2021-09-15

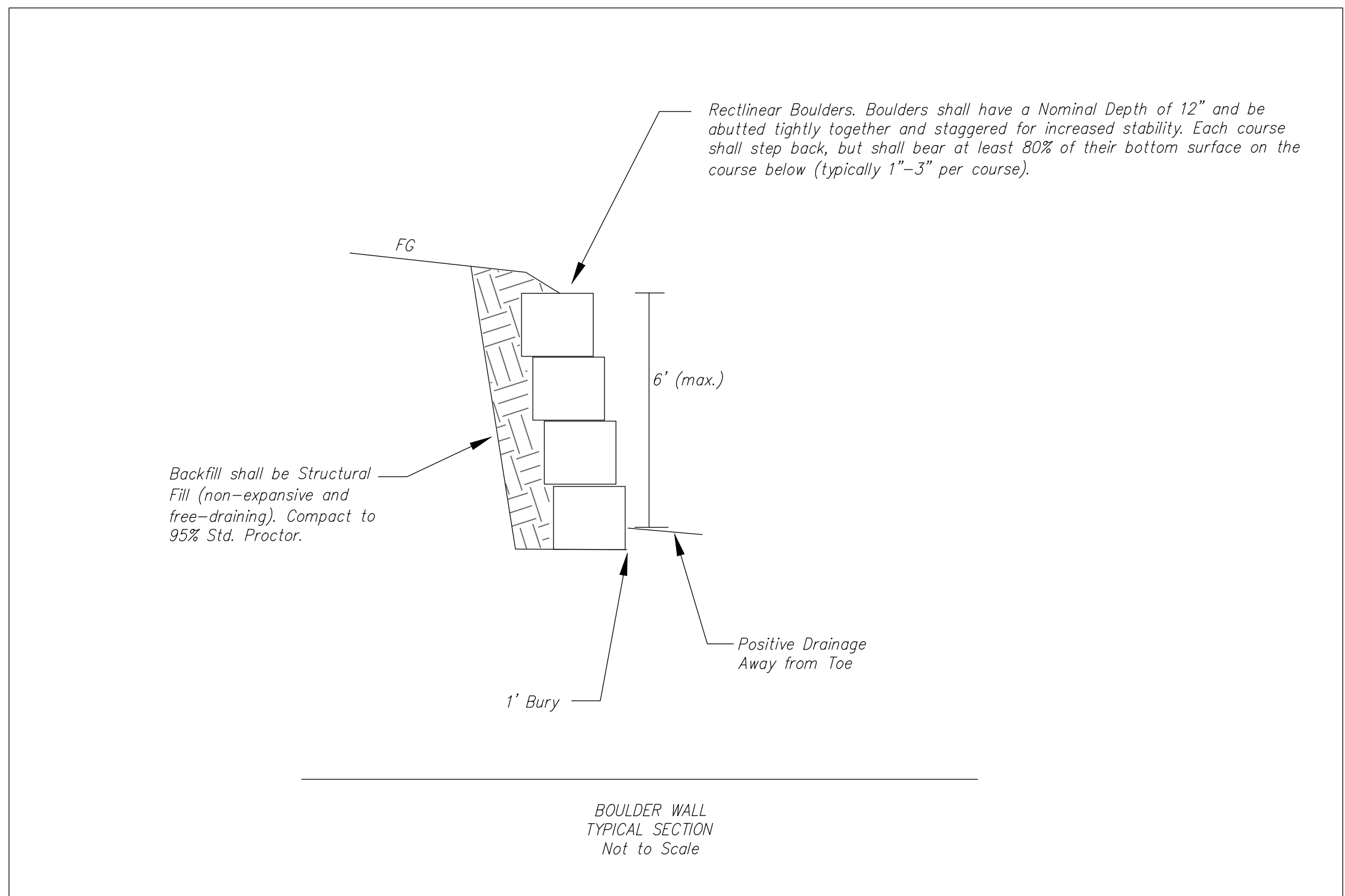
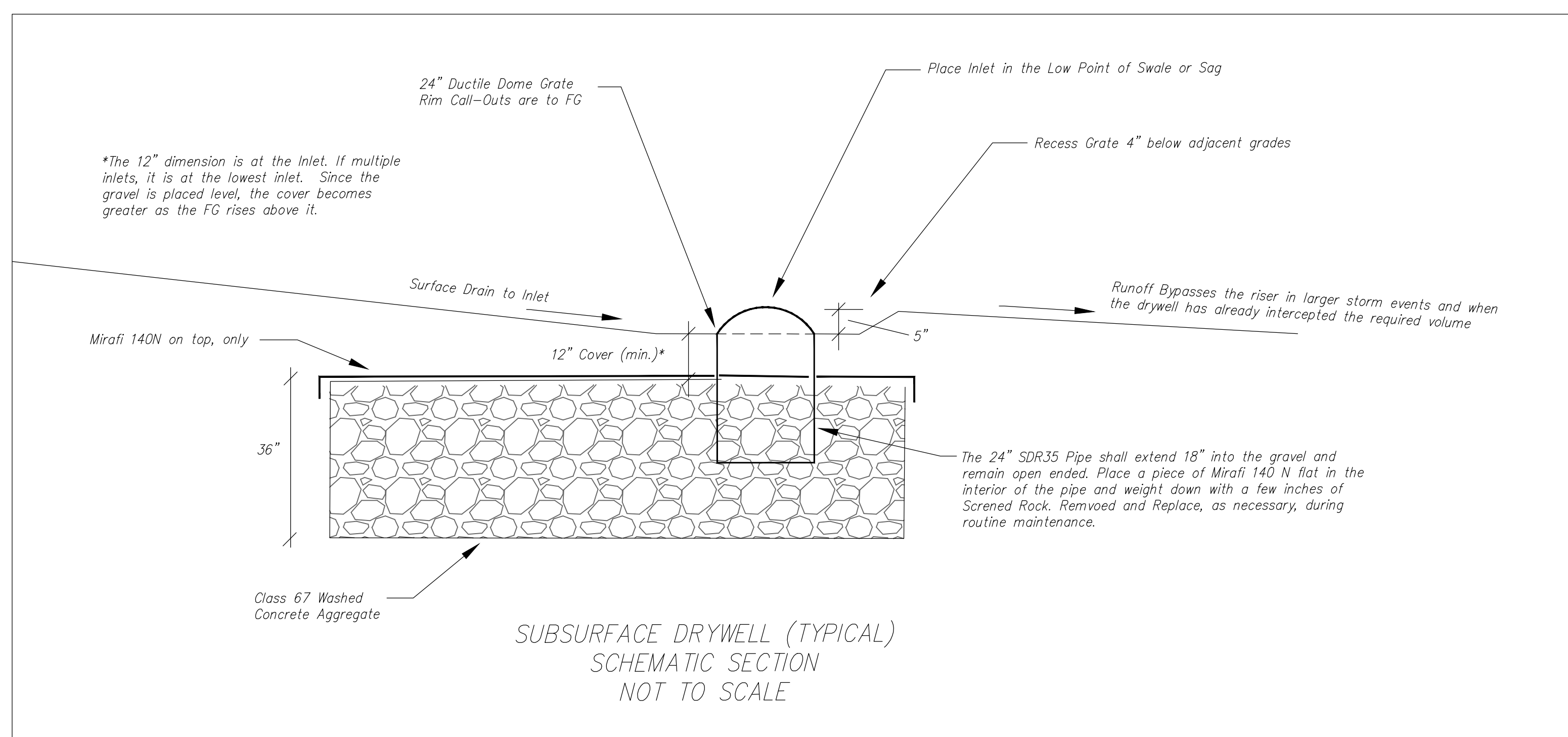
Riverfront Village
 Ridgway, CO



CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

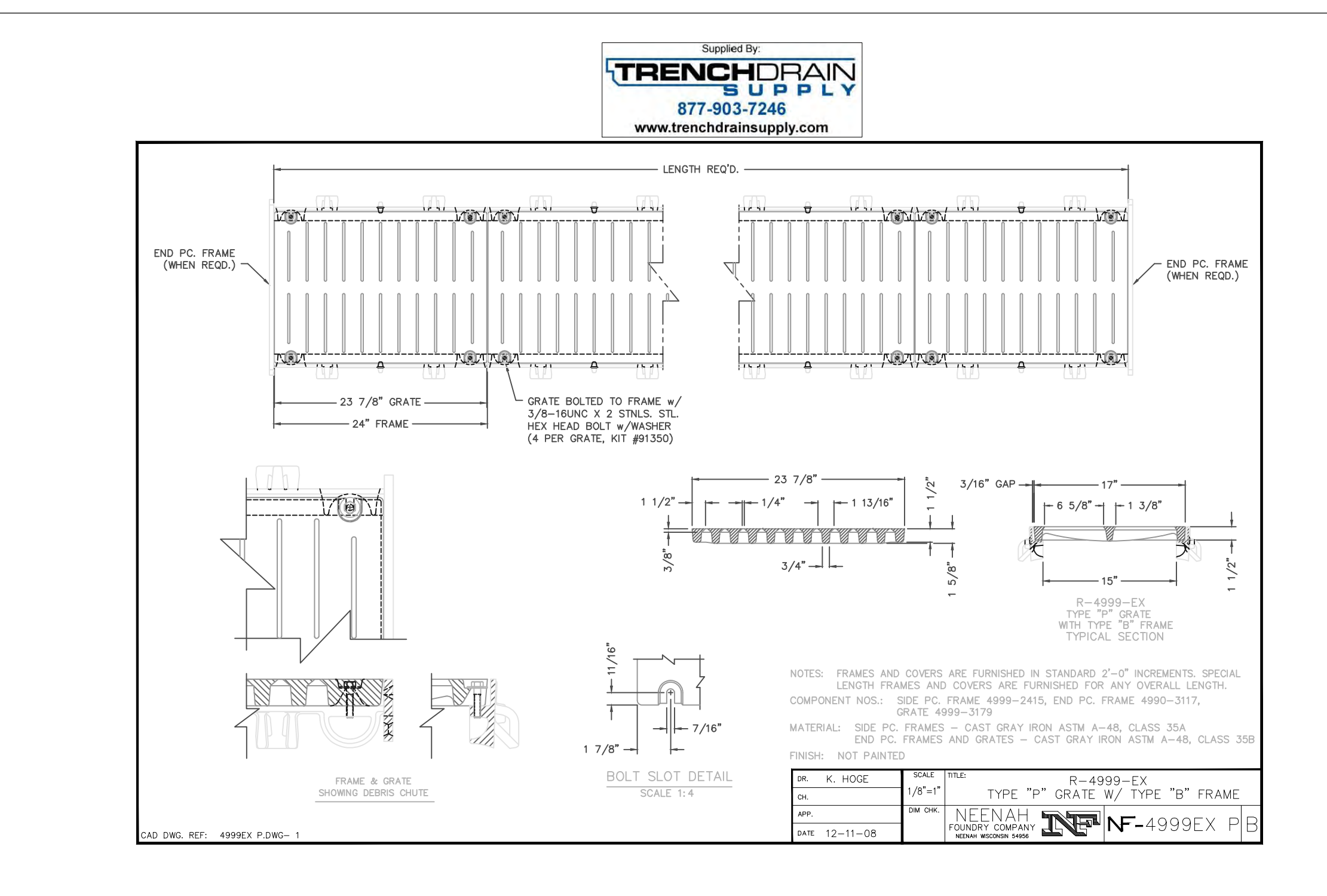
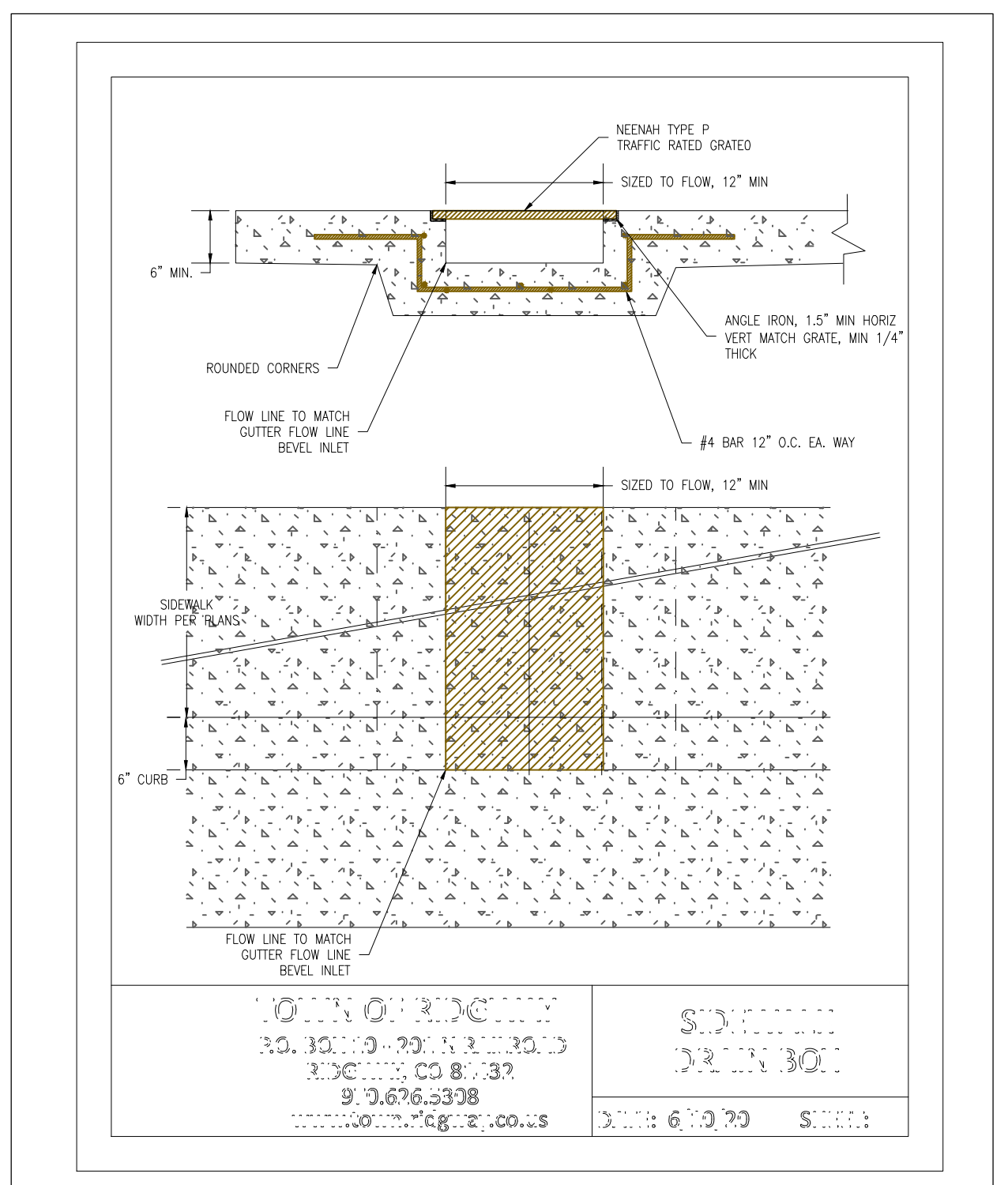
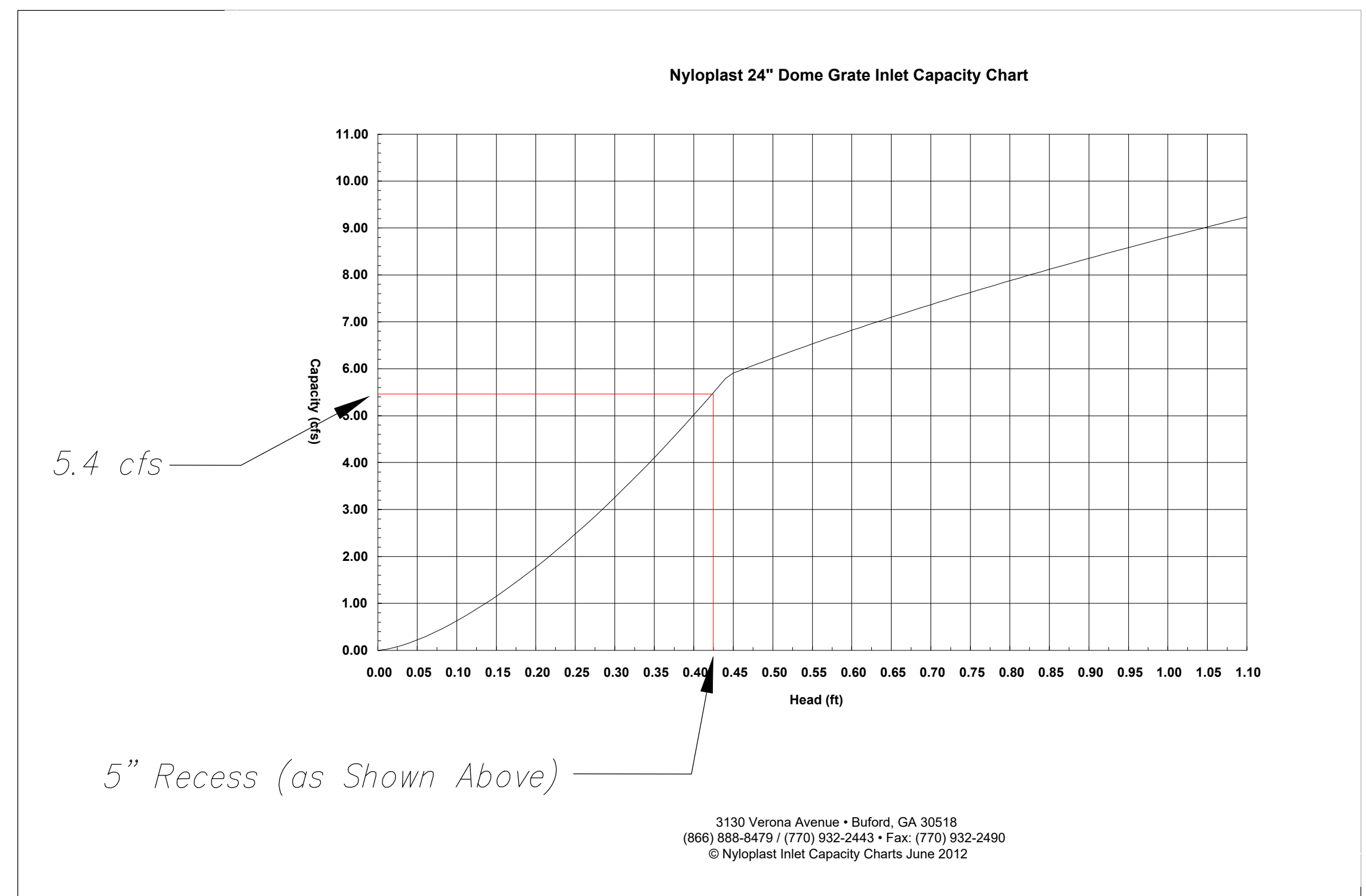
Stormwater Improvement Plan
 with
WQCV Mitigation

SW1



Uncompahgre Engineering, LLC
 P.O. Box 3945
 Telluride, CO 81435
 970-729-0683

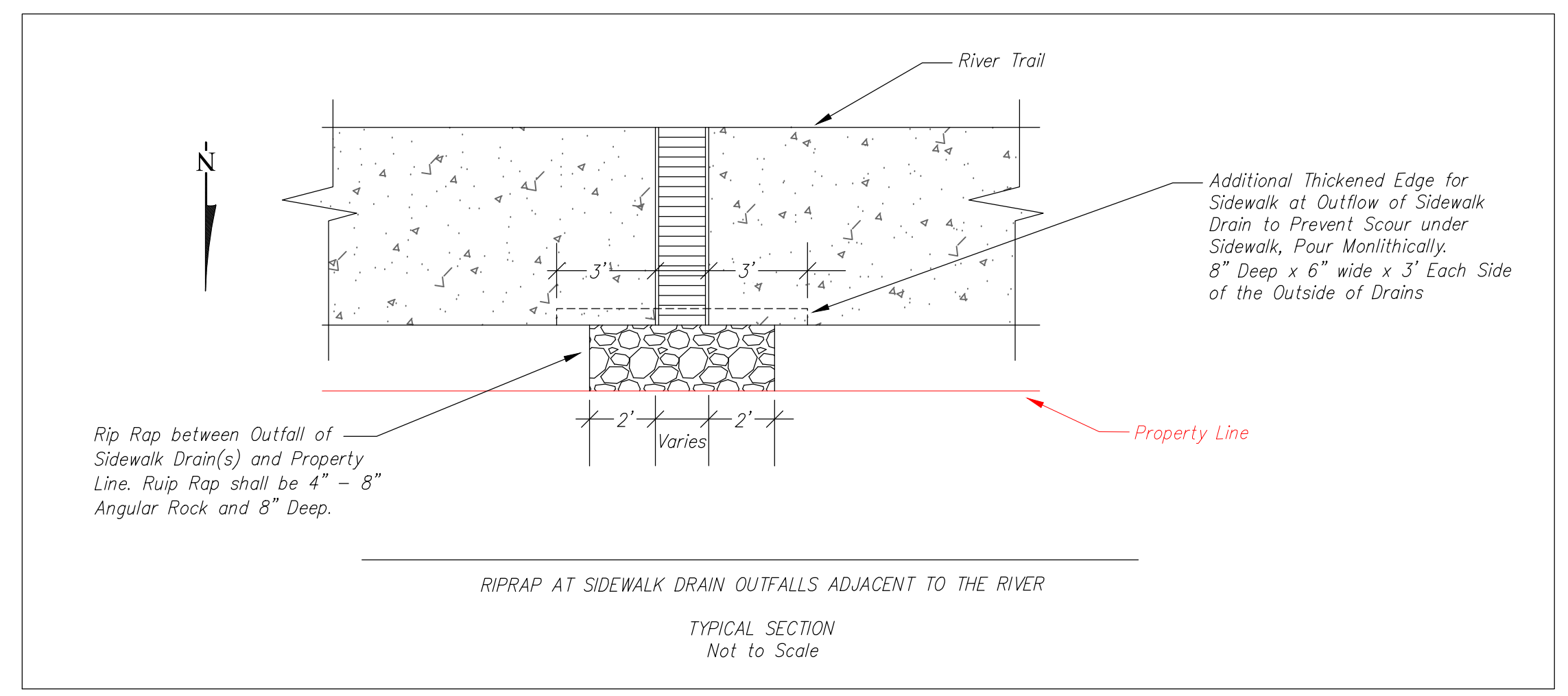
SUBMISSIONS:
 SUBMITTAL 2020-11-19



Riverfront Village
 Ridgway, CO

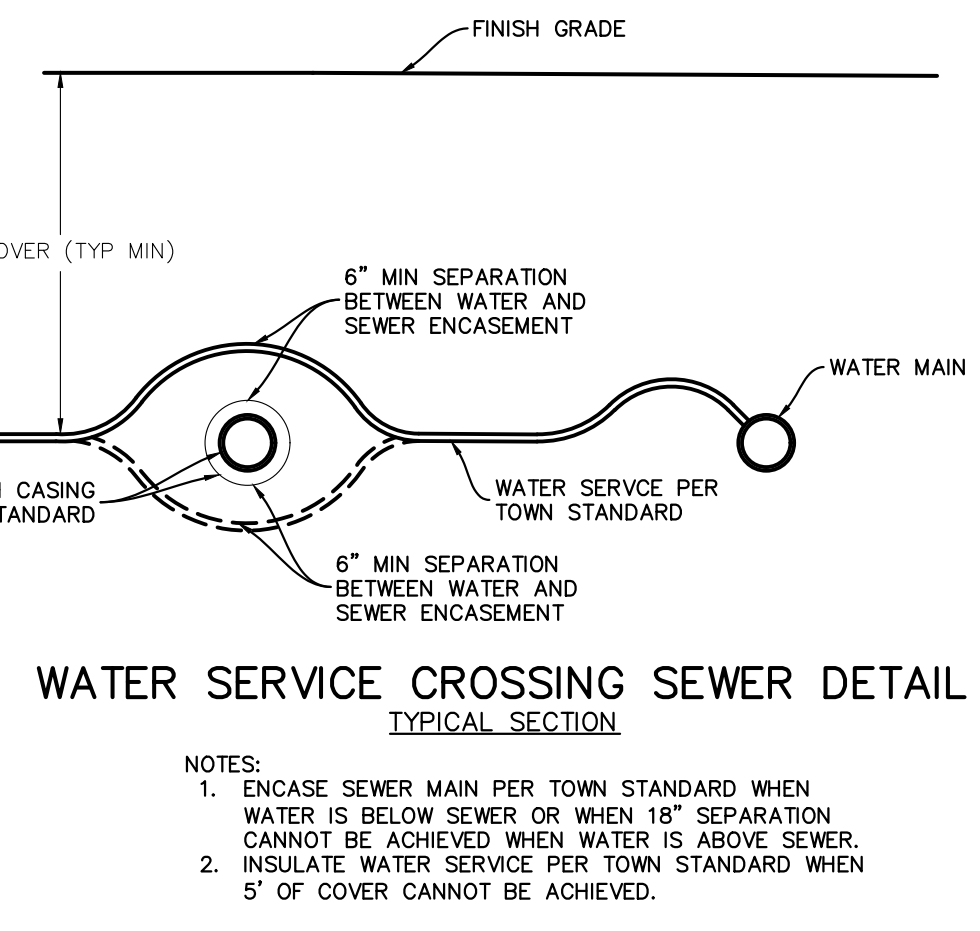
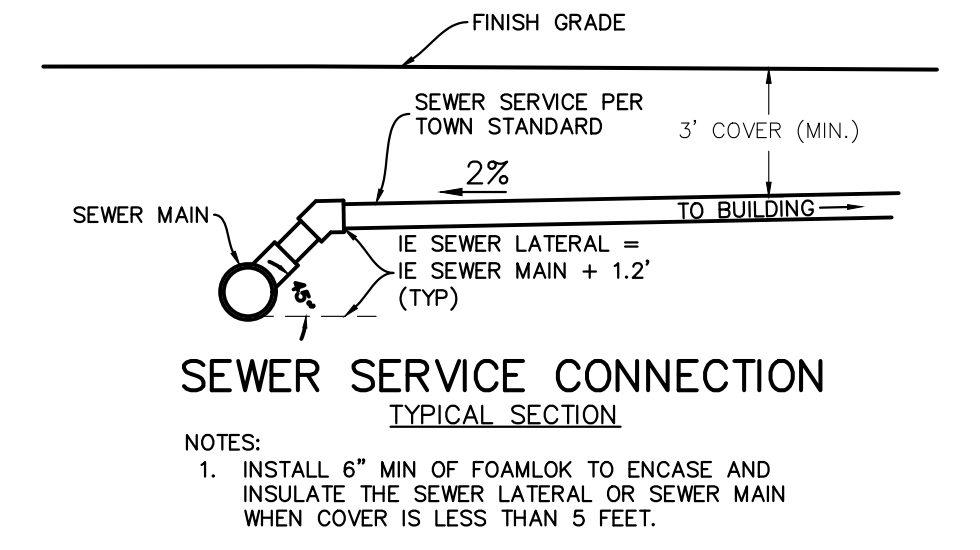
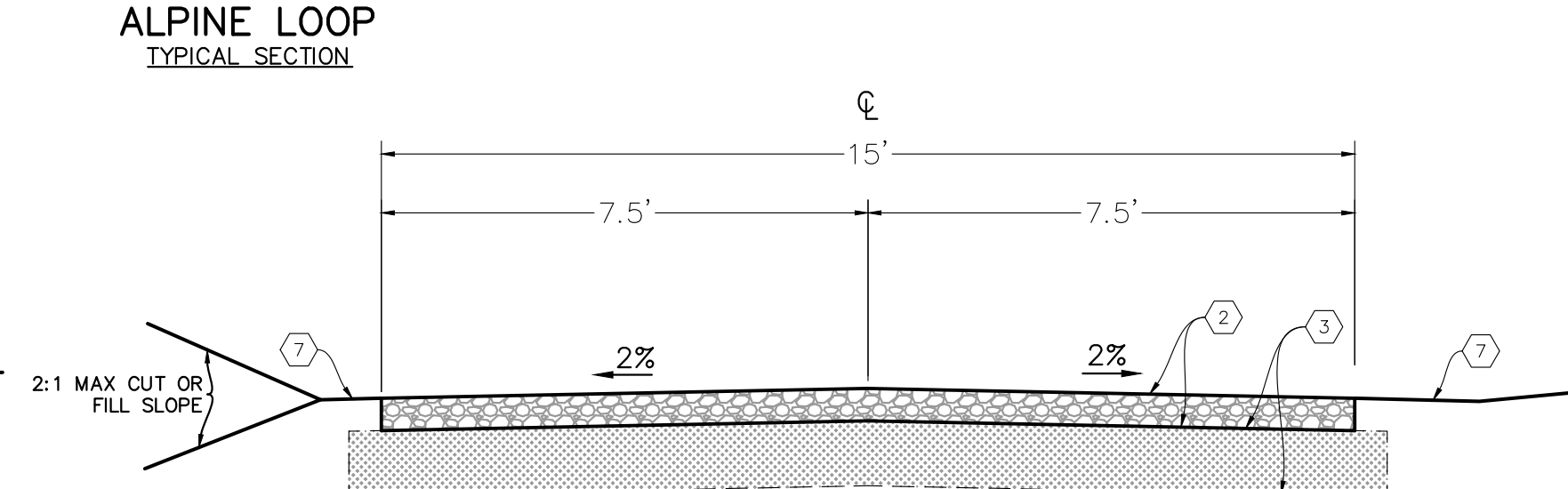
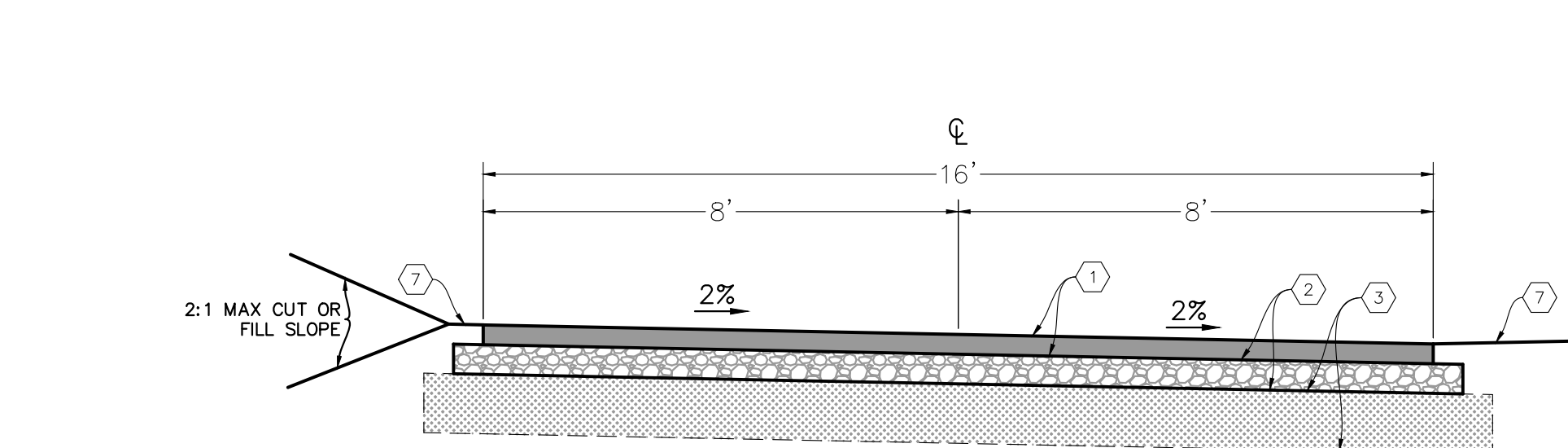
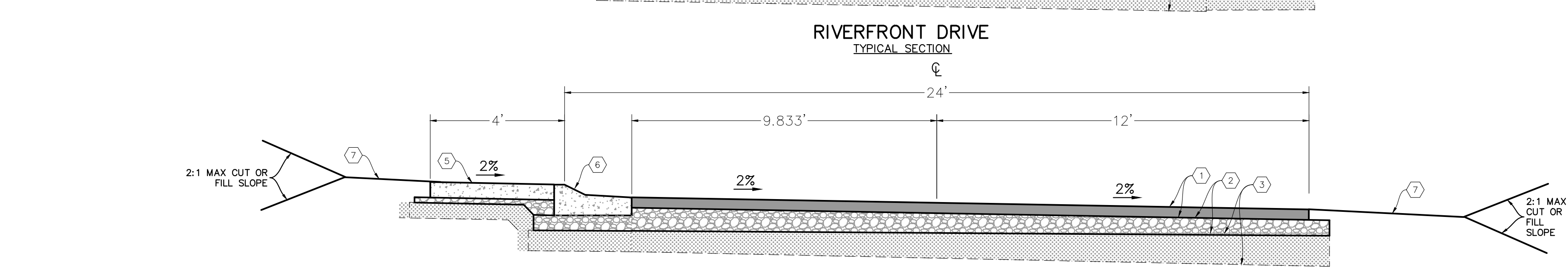
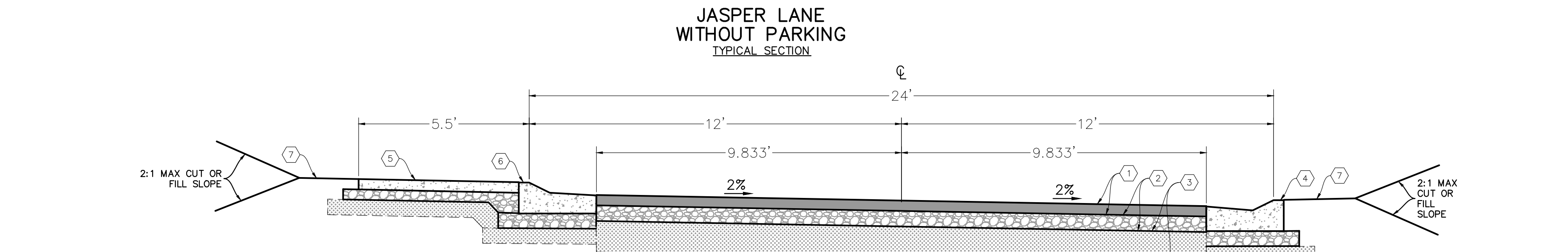
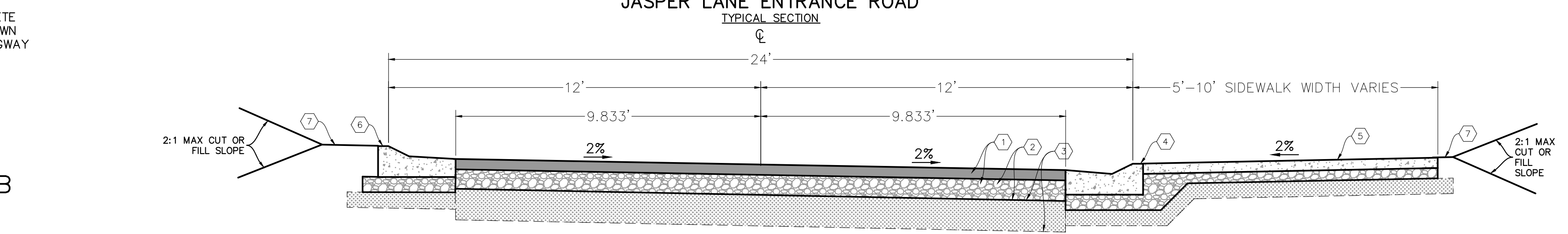
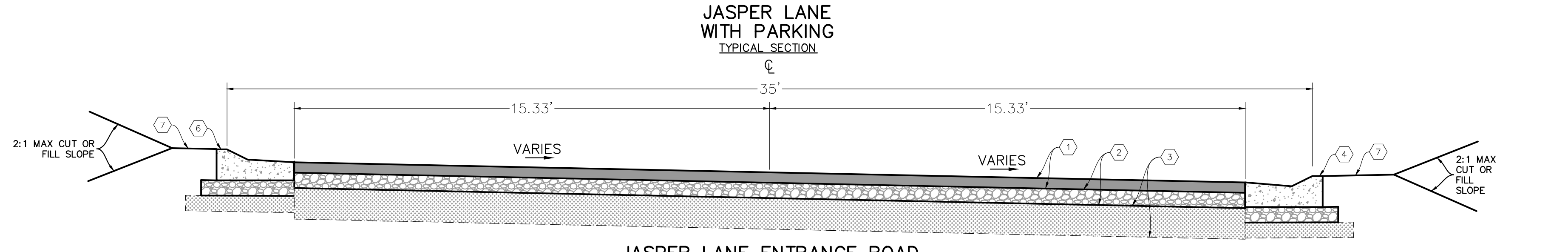
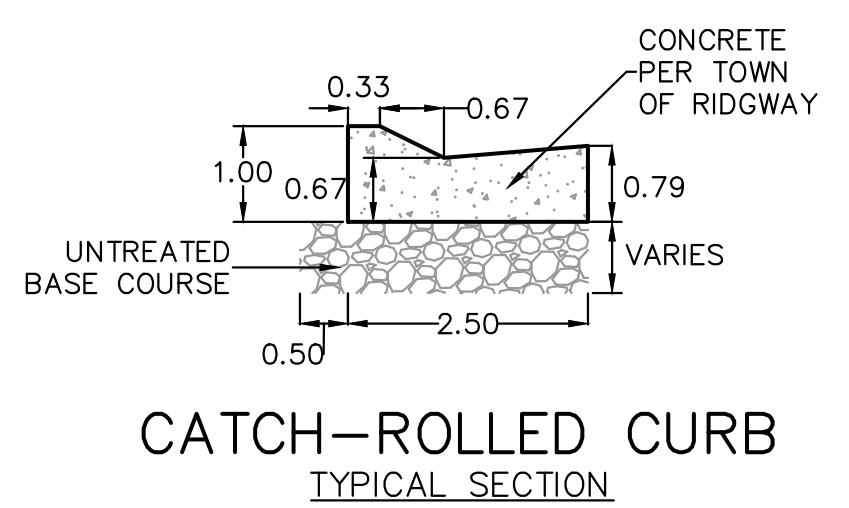
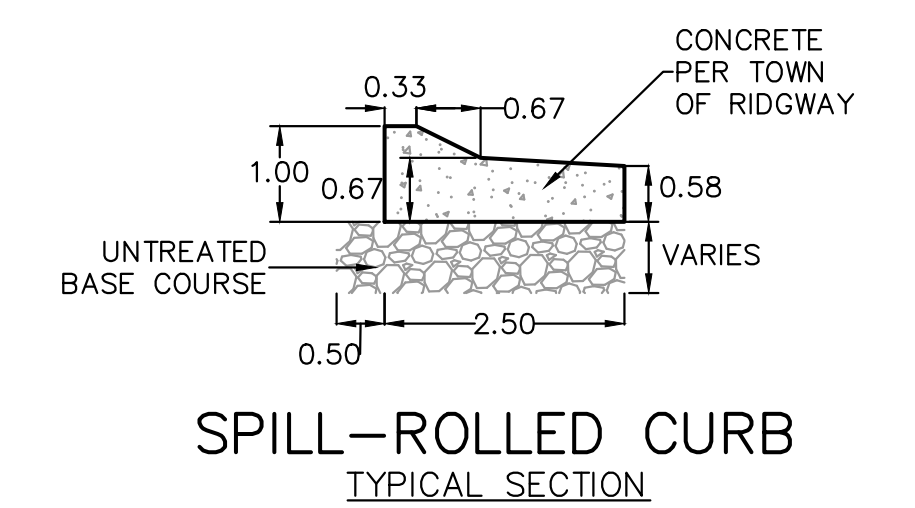
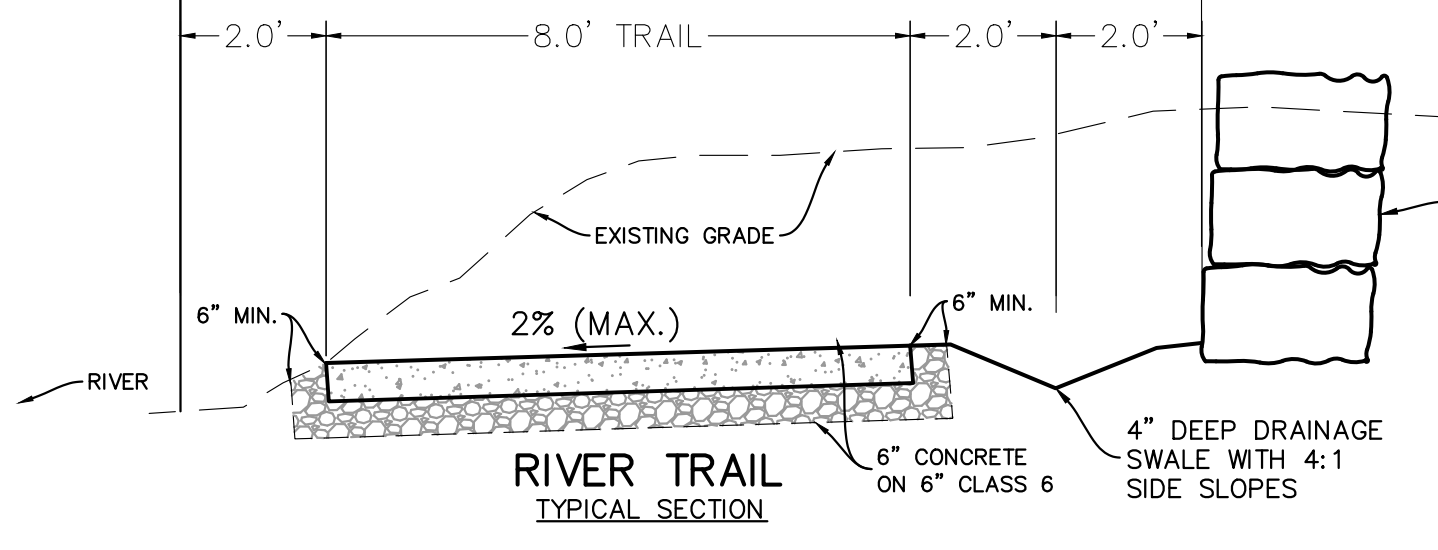
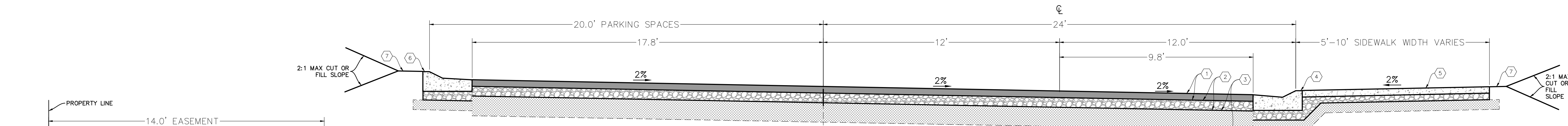


CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

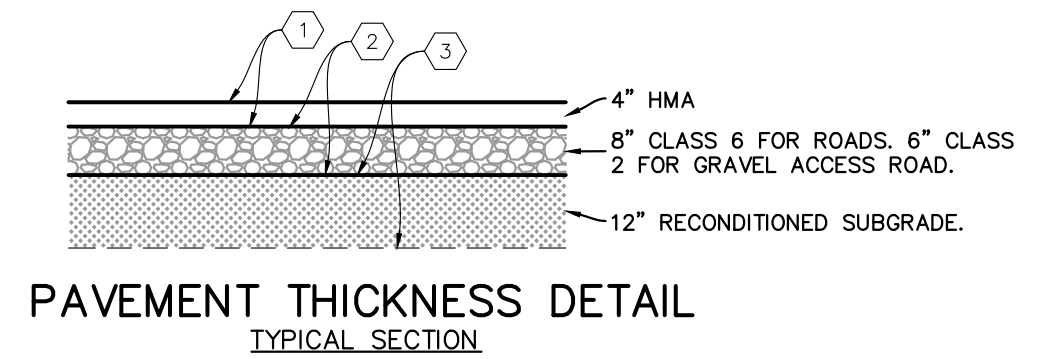


WQCV Stormwater Mitigation
 Typical Details

SW2



- KEY NOTE LEGEND:**
- 1 ASPHALT CONCRETE PAVEMENT
 - 2 AGGREGATE ROAD BASE
 - 3 RECONDITIONED SUB-BASE
 - 4 CATCH ROLLED CURB AND GUTTER
 - 5 CONCRETE SIDEWALK
 - 6 SPILL ROLLED CURB AND GUTTER
 - 7 FINISH GRADE PER GRADING PLAN



GRAPHICAL SCALE (FT)

REVISIONS #	DATE	DESCRIPTION

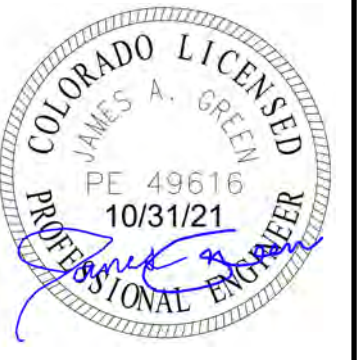
**RIVERFRONT VILLAGE
CROSS SECTIONS
RIDGWAY, COLORADO**



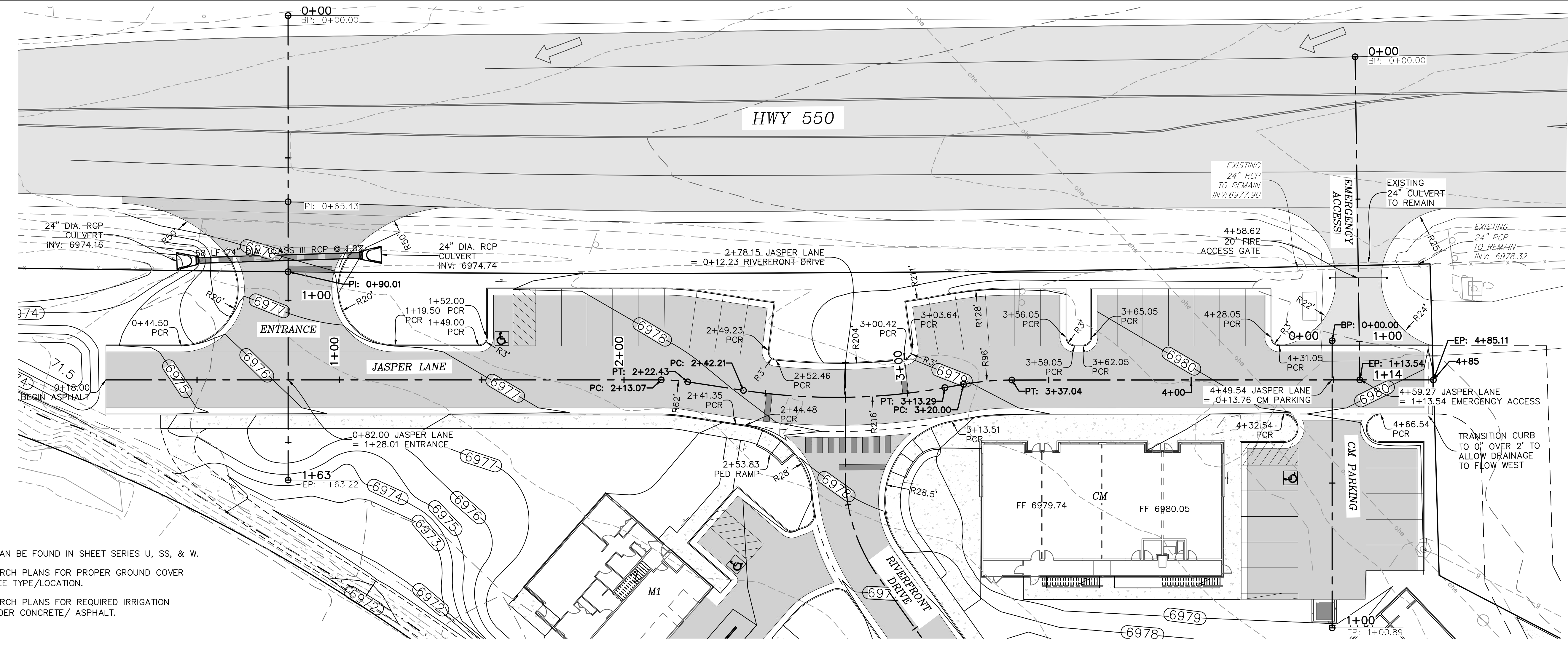
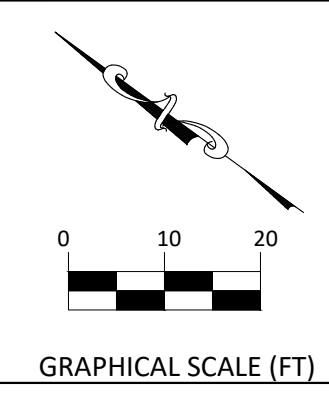
ENGINEERING LLC
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

**PLAN NO.
X-1**

Sheet 10 of 21
Project: RIVERFRONT VILLAGE
Date: 6/23/2021
Drawn By: CSS
Checked By: JAG

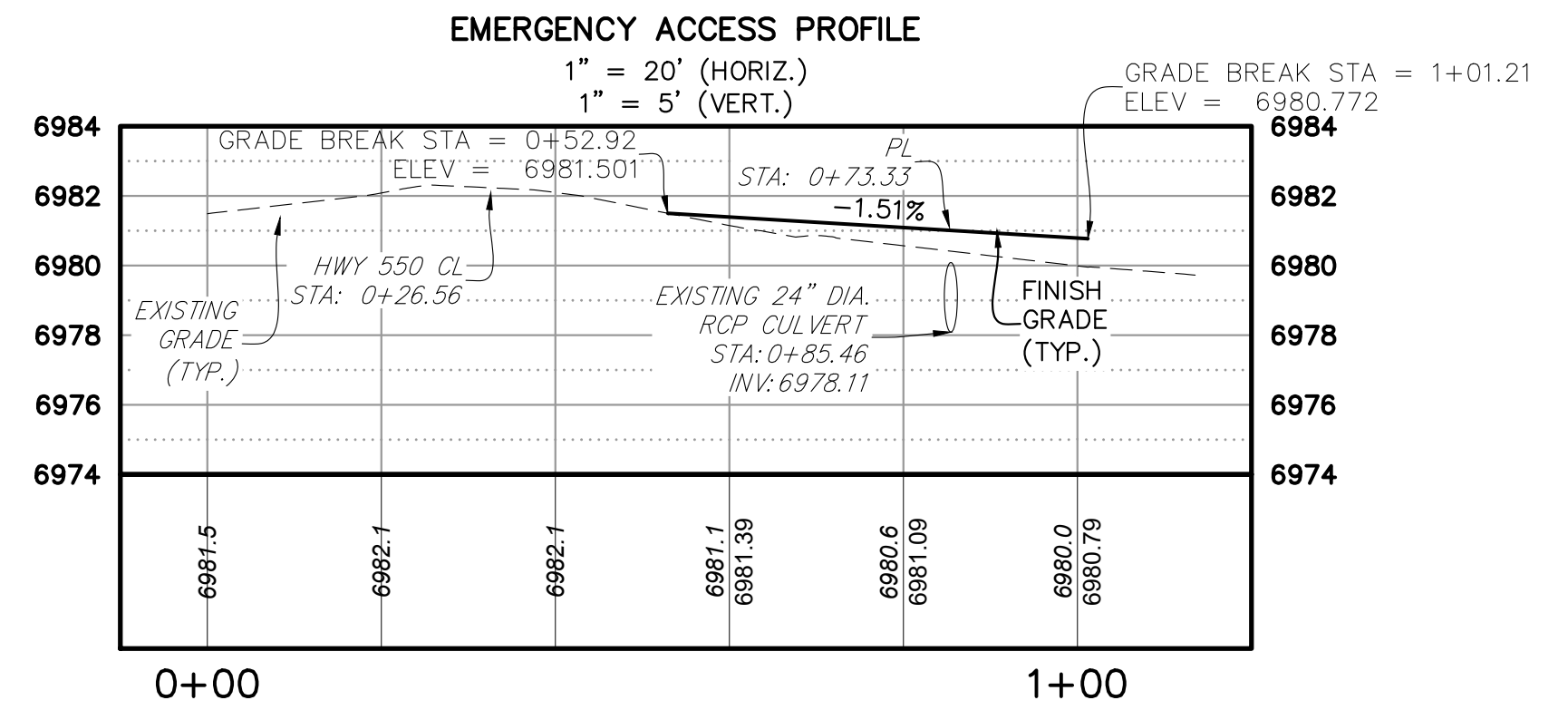
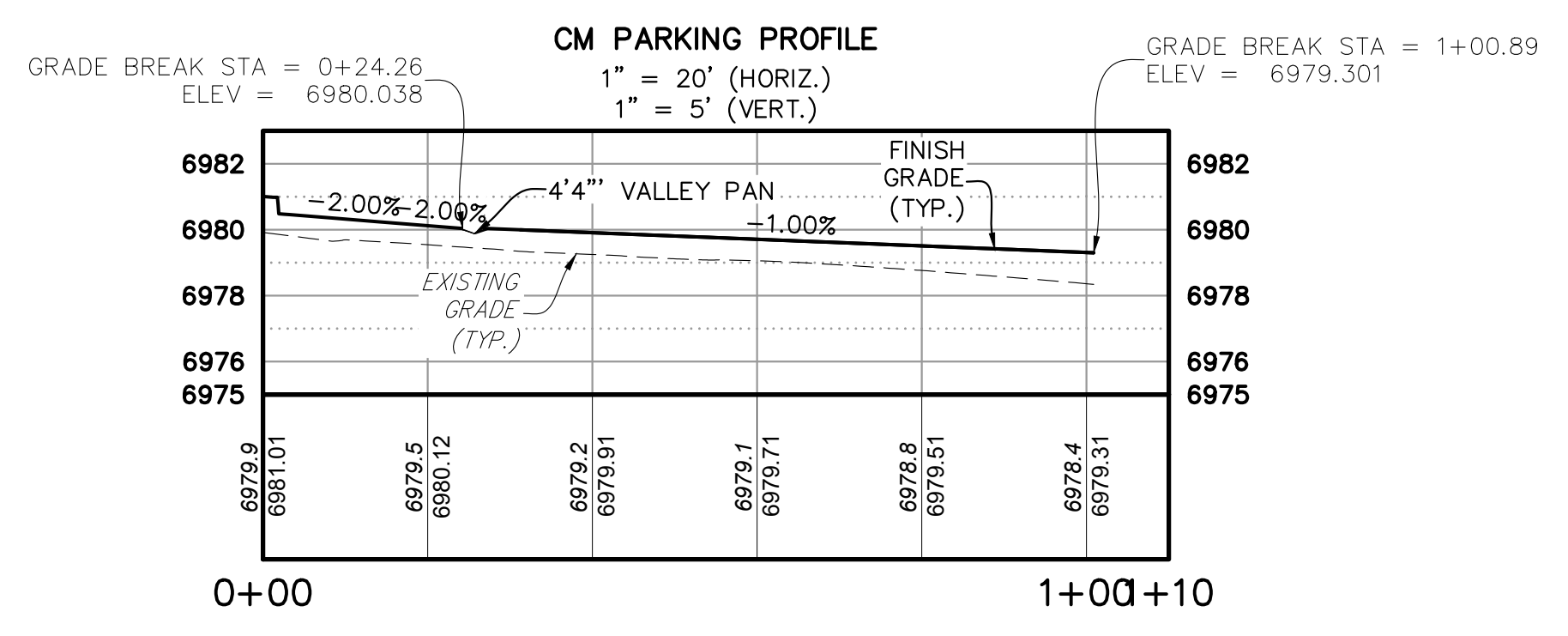
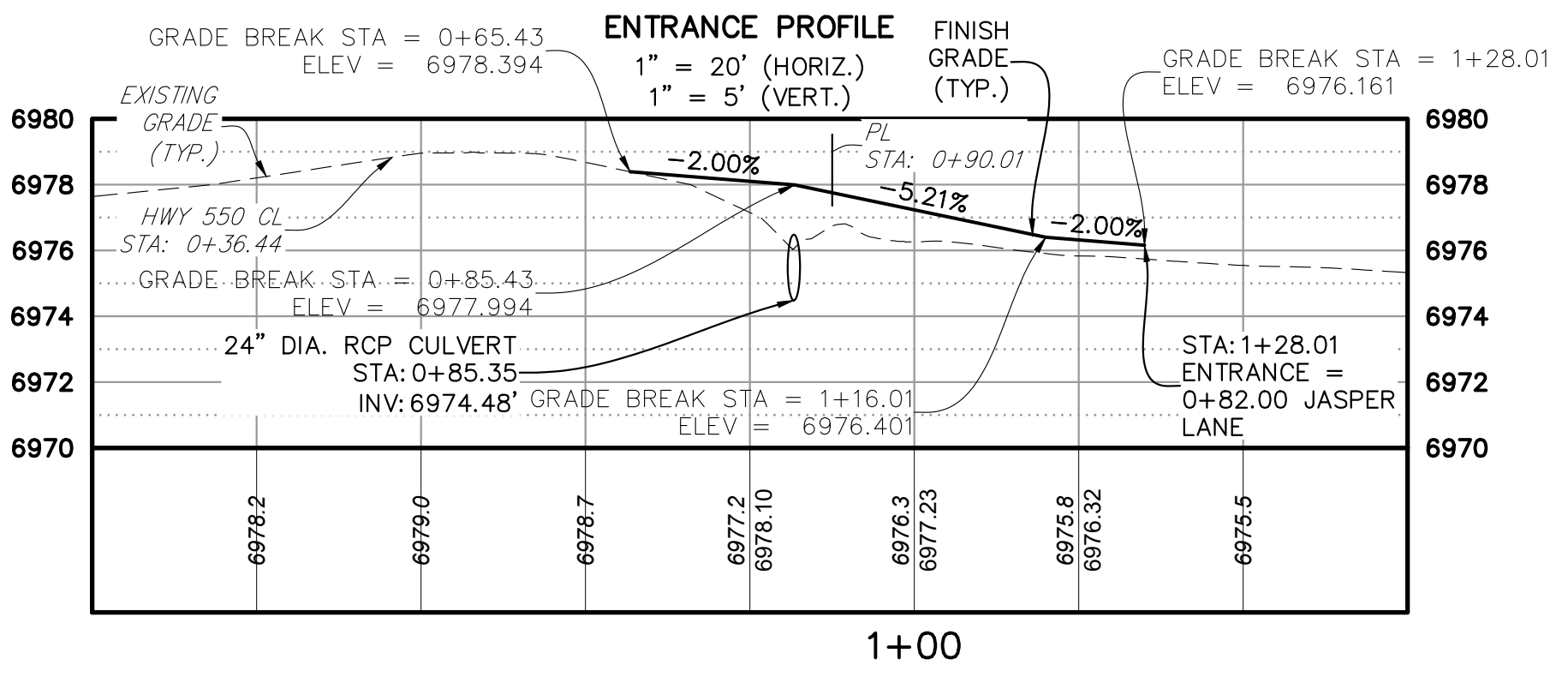
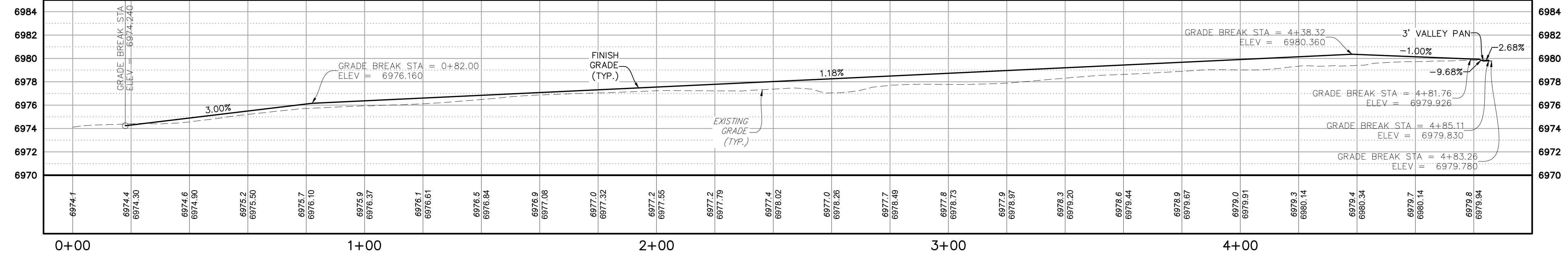


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- NOTES**
- UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS, & W.
 - SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
 - SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.

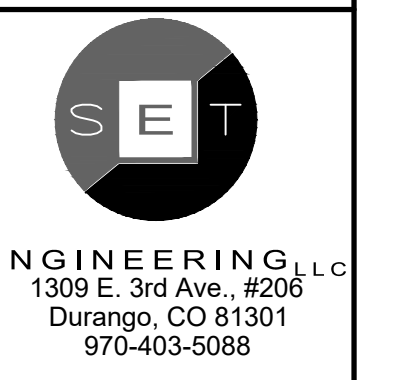
JASPER LANE PROFILE
 1" = 20' (HORIZ.)
 1" = 5' (VERT.)



Revisions:

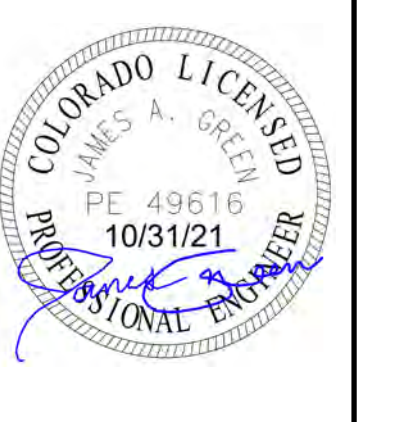
#	DATE	DESCRIPTION

**RIVERFRONT VILLAGE
 JASPER LANE PLAN & PROFILE
 RIDGWAY, COLORADO**

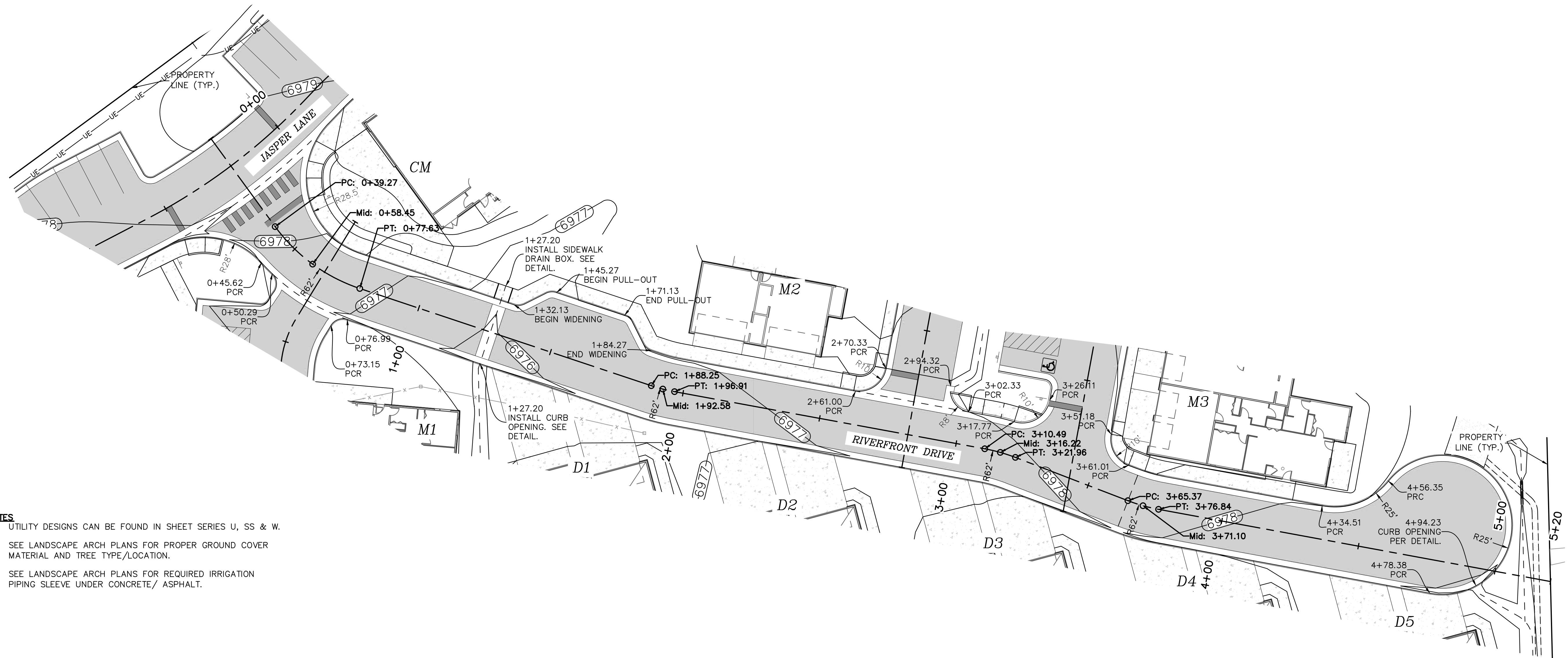
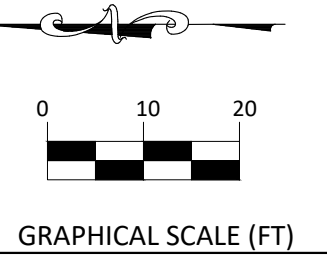


**PLAN NO.
 RD-1**

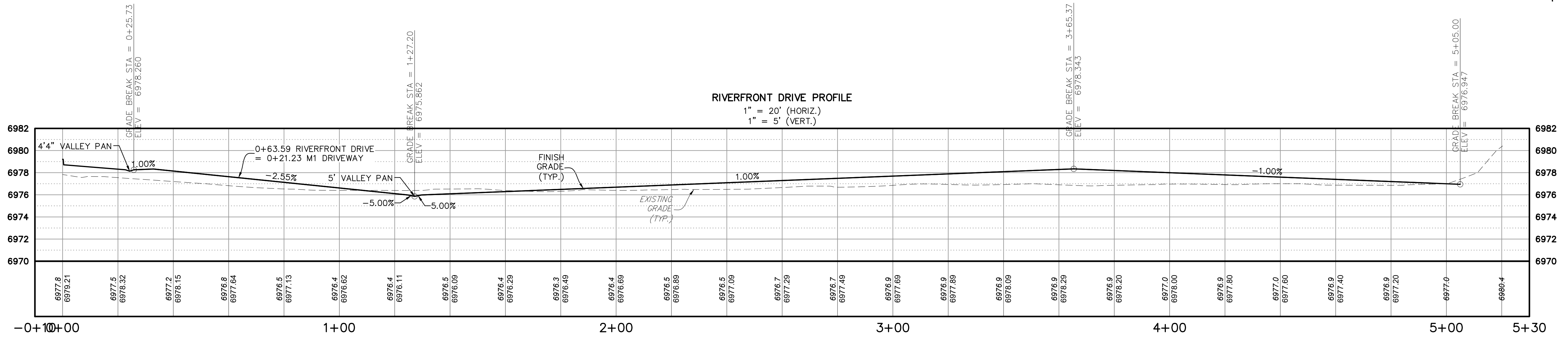
Sheet 11 of 23
 Project: RIVERFRONT VILLAGE
 Date: 9/24/2021
 Drawn By: CSS
 Checked By: JAG



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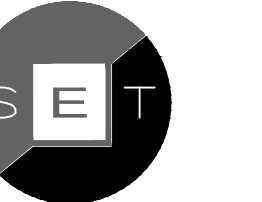


- NOTES**
1. UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS & W.
 2. SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
 3. SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.



Revisions:	DESCRIPTION
# DATE	

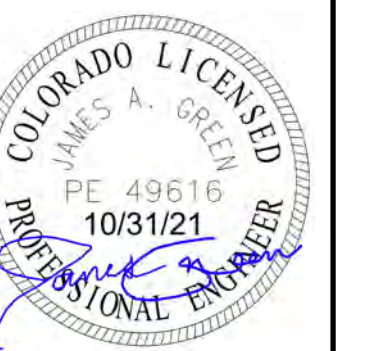
RIVERFRONT VILLAGE
RIVERFRONT DRIVE PLAN & PROFILE
RIDGWAY, COLORADO



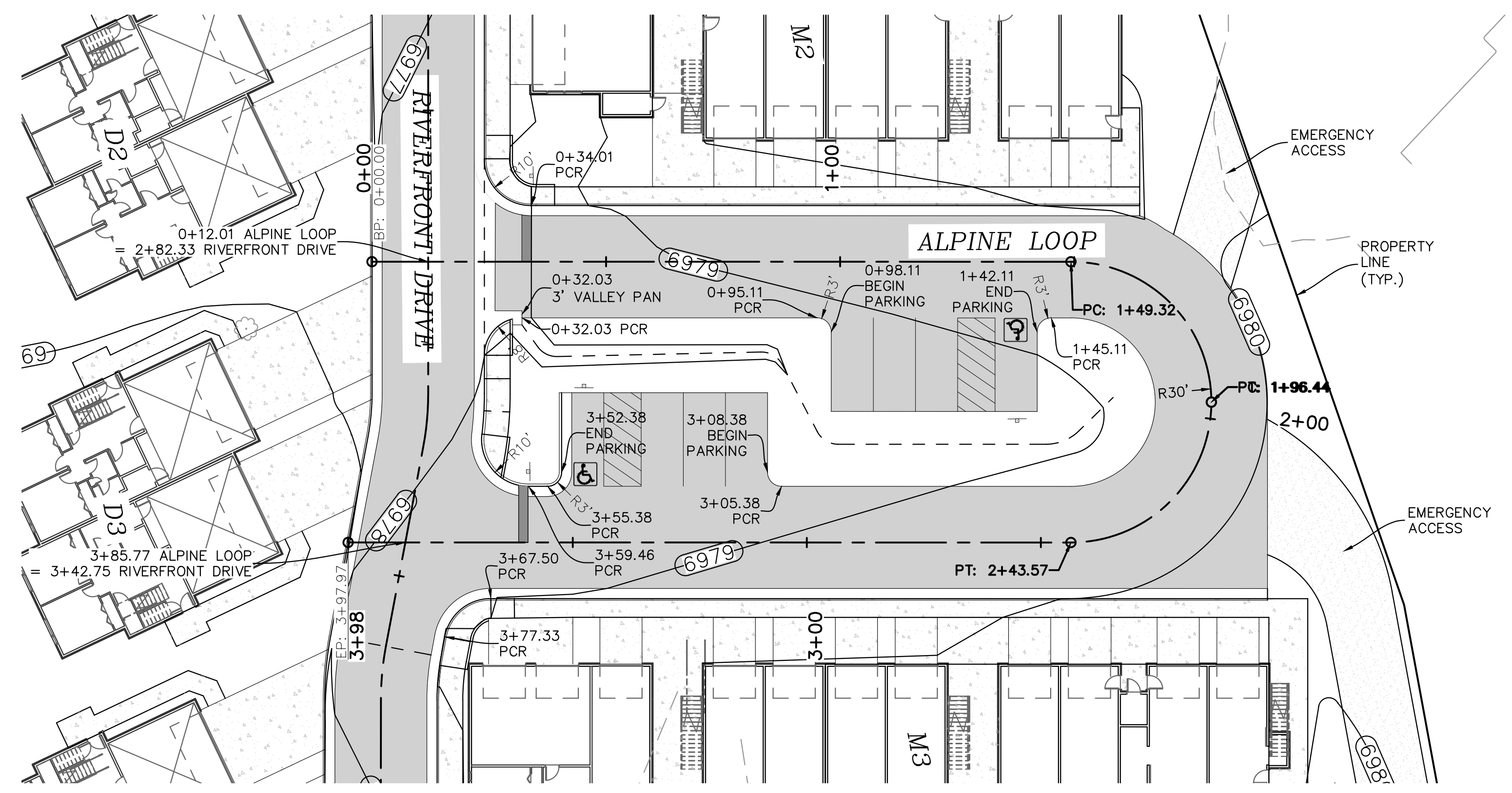
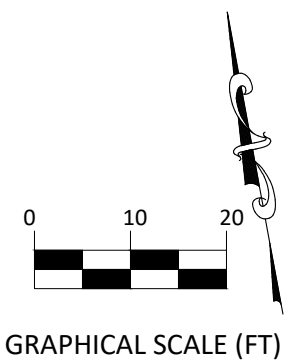
ENGINEERING LLC
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 970-403-5088

PLAN NO.
RD-2

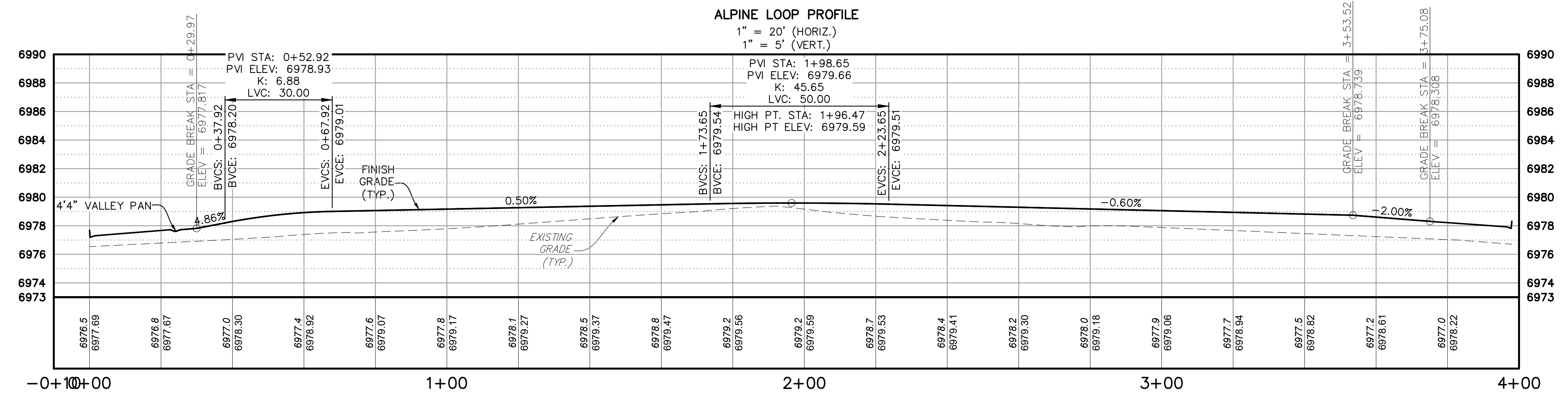
Sheet 12 of 23
 Project: RIVERFRONT VILLAGE
 Date: 8/25/2021
 Drawn By: CSS
 Checked By: JAG



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- NOTES**
1. UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS & W.
 2. SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
 3. SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.



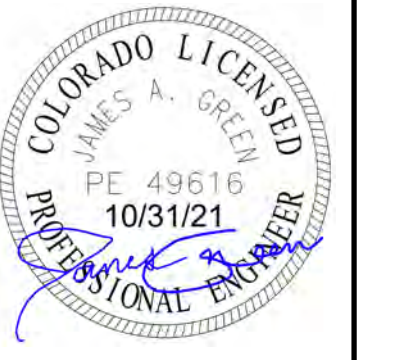
Revisions:	DESCRIPTION
#	DATE

**RIVERFRONT VILLAGE
 ALPINE LOOP PLAN & PROFILE
 RIDGWAY, COLORADO**

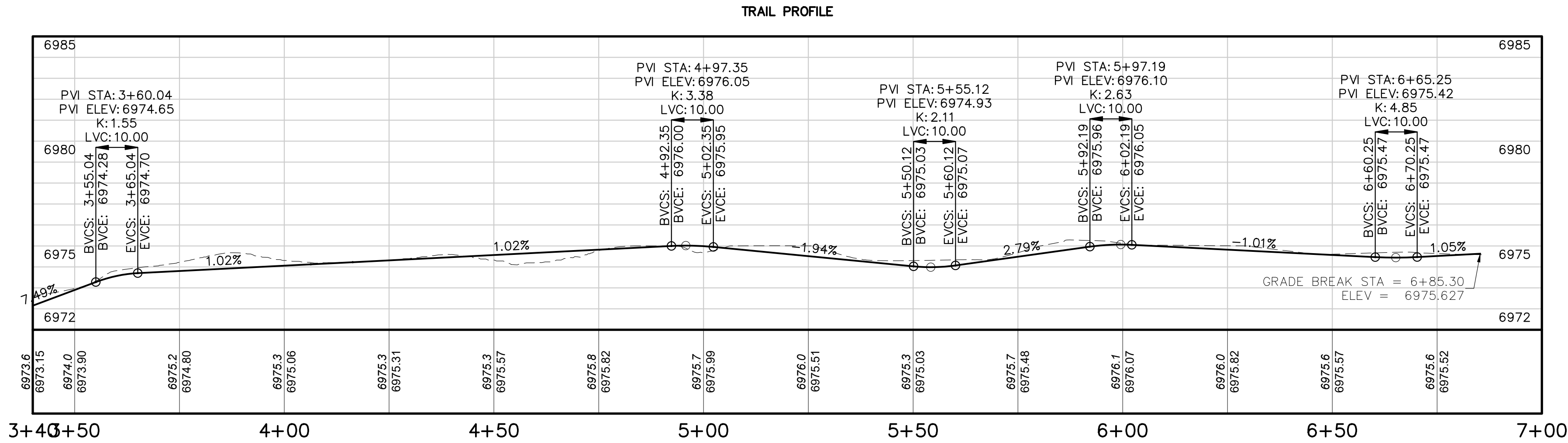
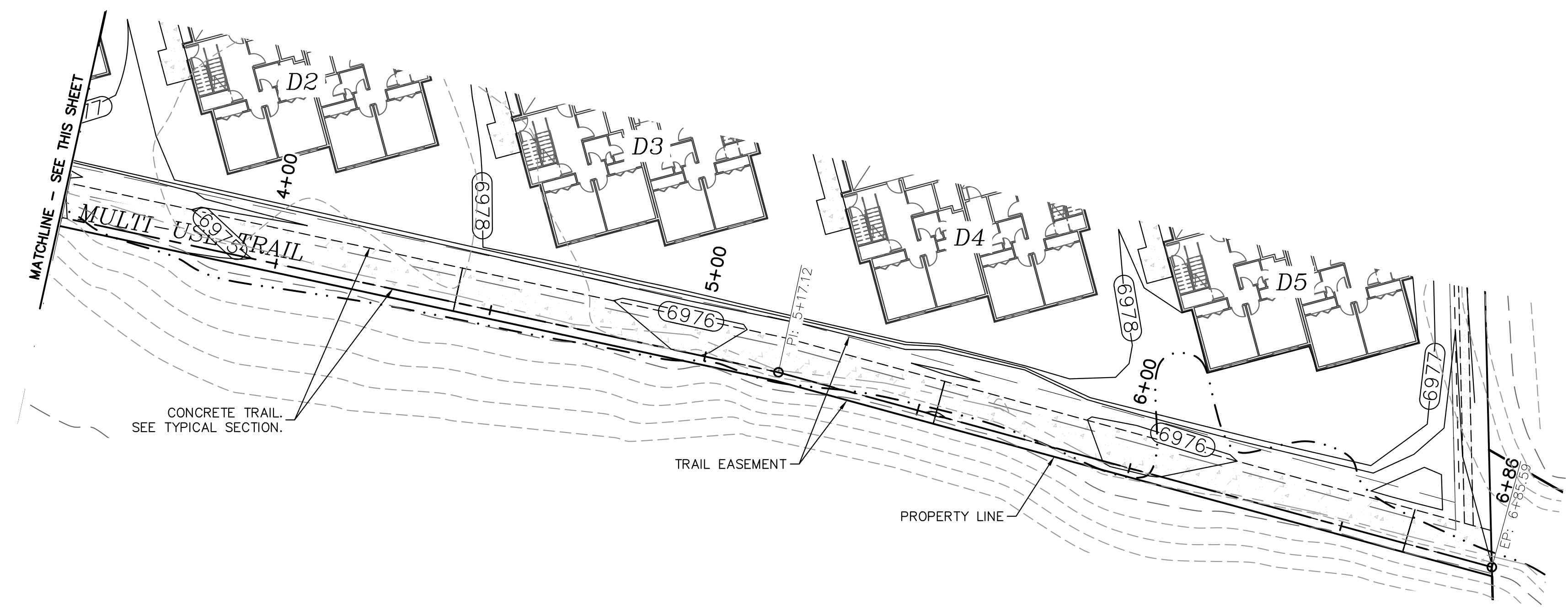
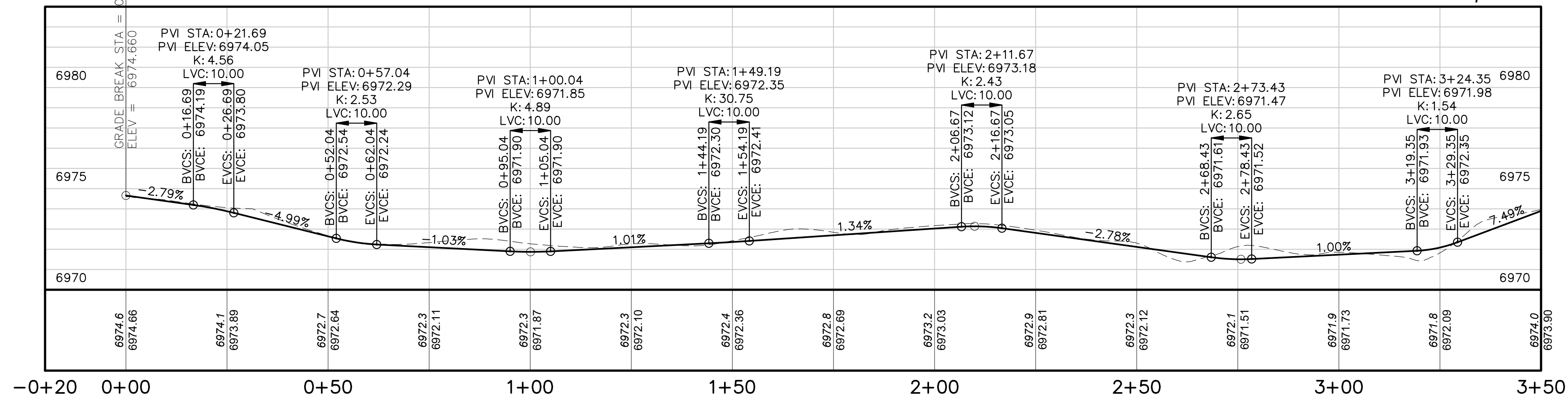
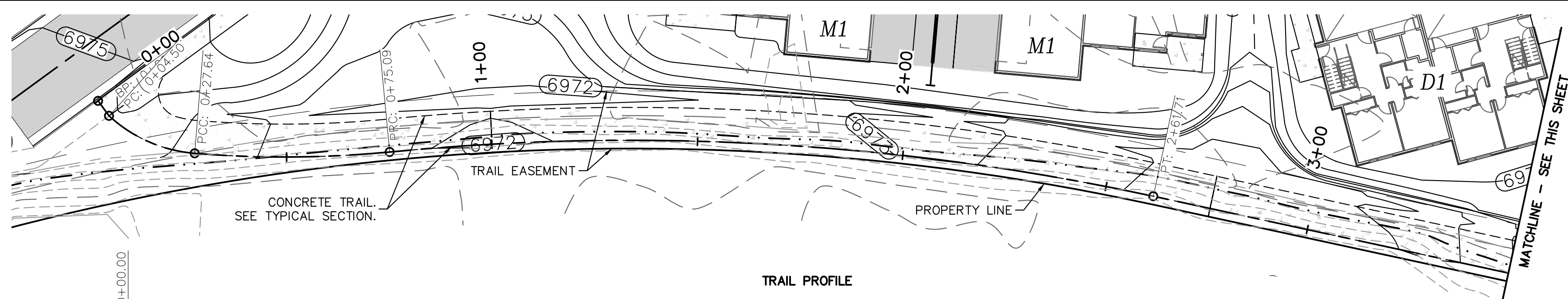


**PLAN NO.
 RD-3**

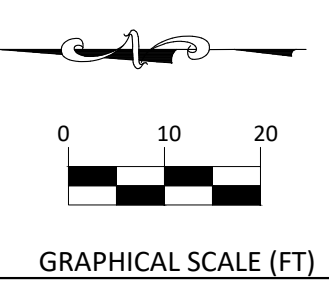
Sheet 13 of 23
 Project: RIVERFRONT VILLAGE
 Date: 8/25/2021
 Drawn By: CSS
 Checked By: JAG



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- NOTES**
- UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS & W.
 - SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
 - SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.
 - SEE DRAINAGE PLAN FOR STORMWATER AND RETAINING WALL DETAILS



Revisions:	#	DATE	DESCRIPTION

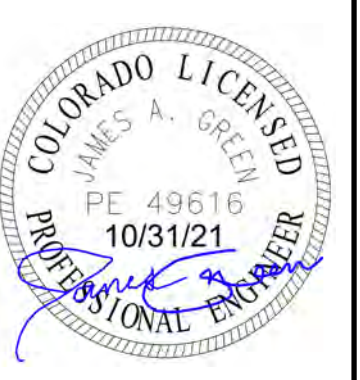
**RIVERFRONT VILLAGE
RIVER TRAIL PLAN & PROFILE
RIDGWAY, COLORADO**



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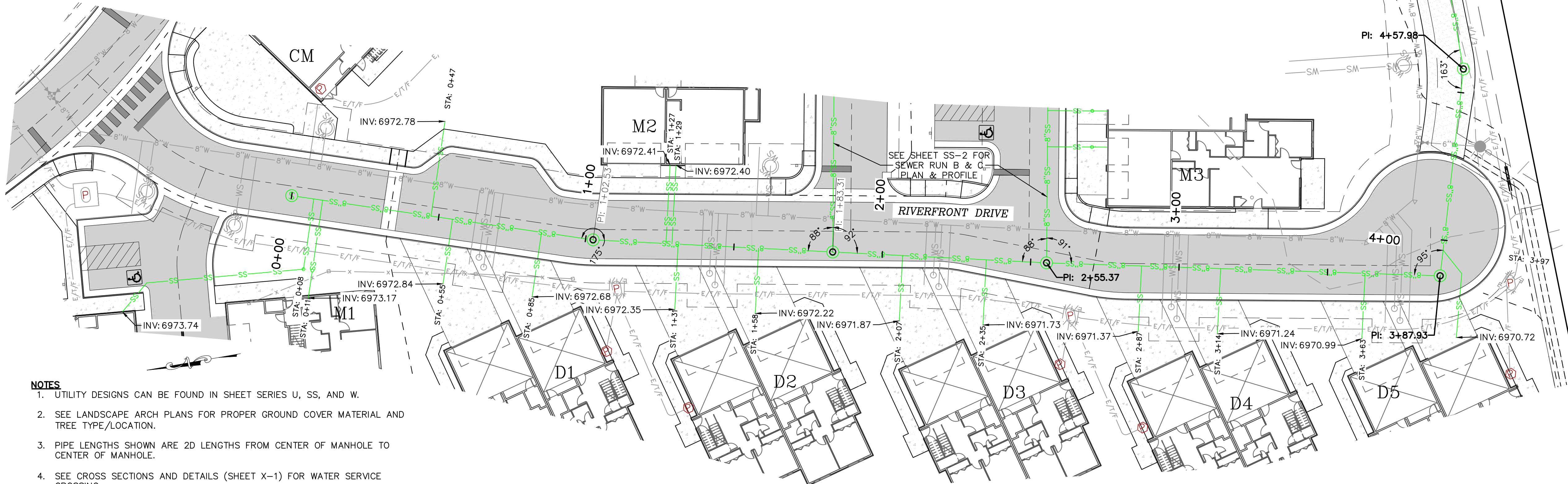
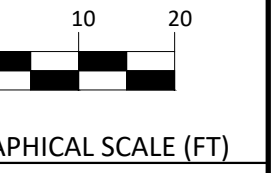
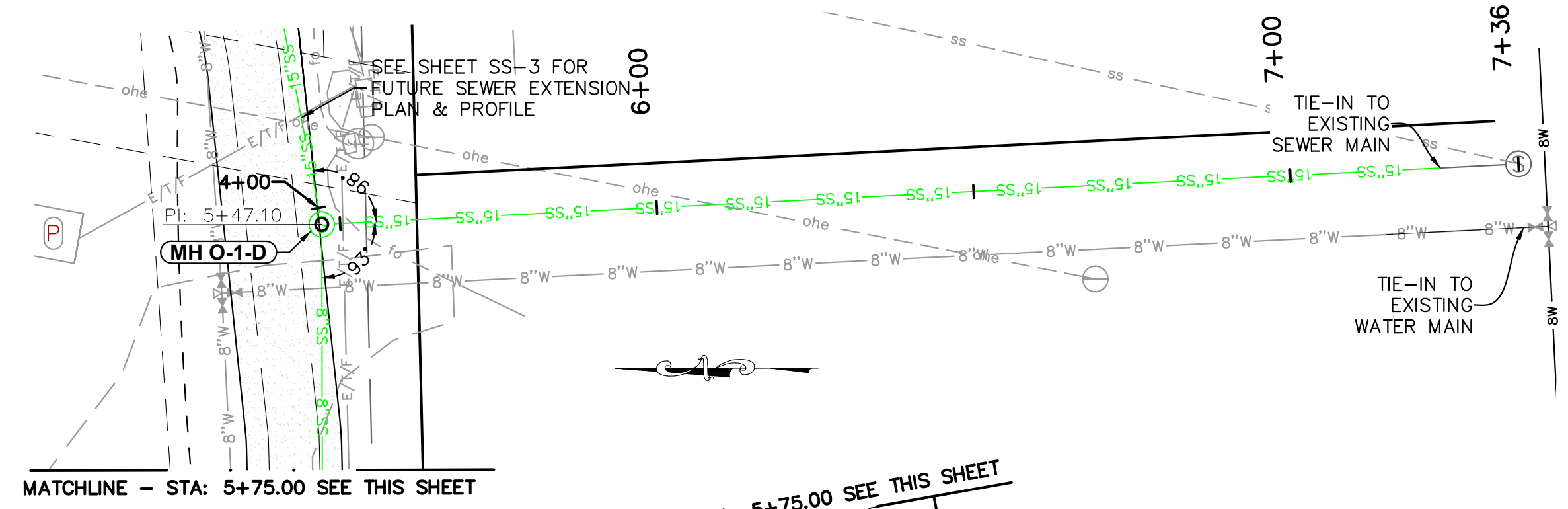
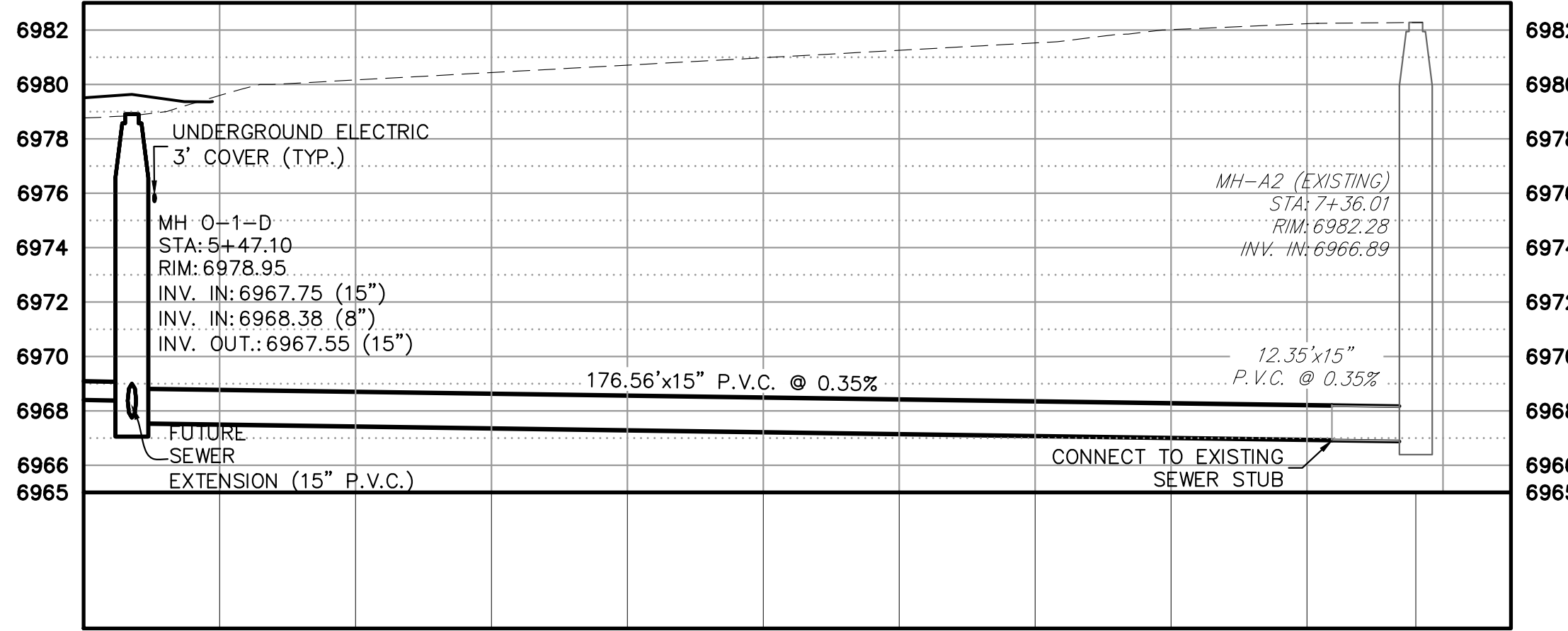
**PLAN NO.
RT-1**

Sheet 14 of 21
Project: RIVERFRONT VILLAGE
Date: 6/23/2021
Drawn By: CSS
Checked By: JAG



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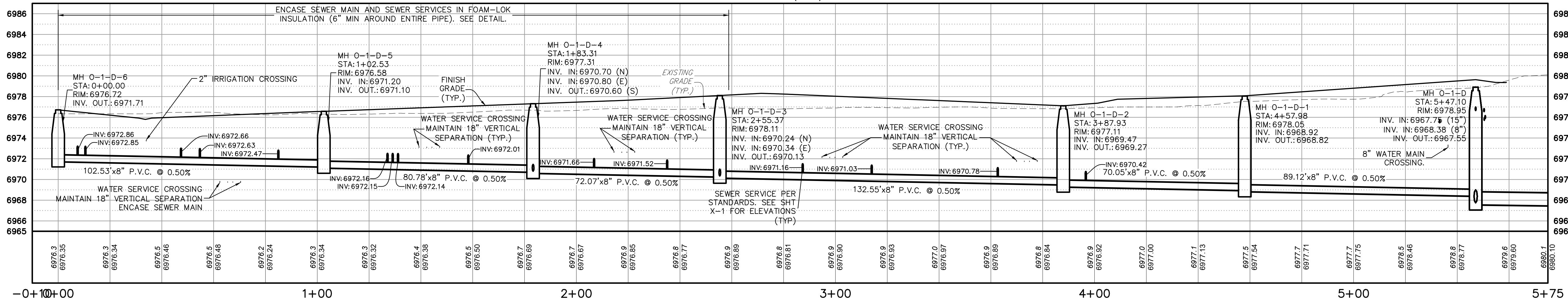
RIVERFRONT VILLAGE SEWER RUN A PROFILE
 1" = 20' (HORIZ.)
 1" = 5' (VERT.)



NOTES

- UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS, AND W.
- SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
- PIPE LENGTHS SHOWN ARE 2D LENGTHS FROM CENTER OF MANHOLE TO CENTER OF MANHOLE.
- SEE CROSS SECTIONS AND DETAILS (SHEET X-1) FOR WATER SERVICE CROSSING

RIVERFRONT VILLAGE SEWER RUN A PROFILE
 1" = 20' (HORIZ.)
 1" = 5' (VERT.)



Revisions:	DESCRIPTION
#	DATE

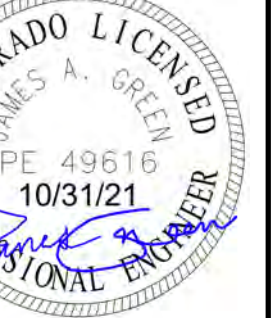
RIVERFRONT VILLAGE
 SEWER RUN A PLAN & PROFILE
 RIDGWAY, COLORADO

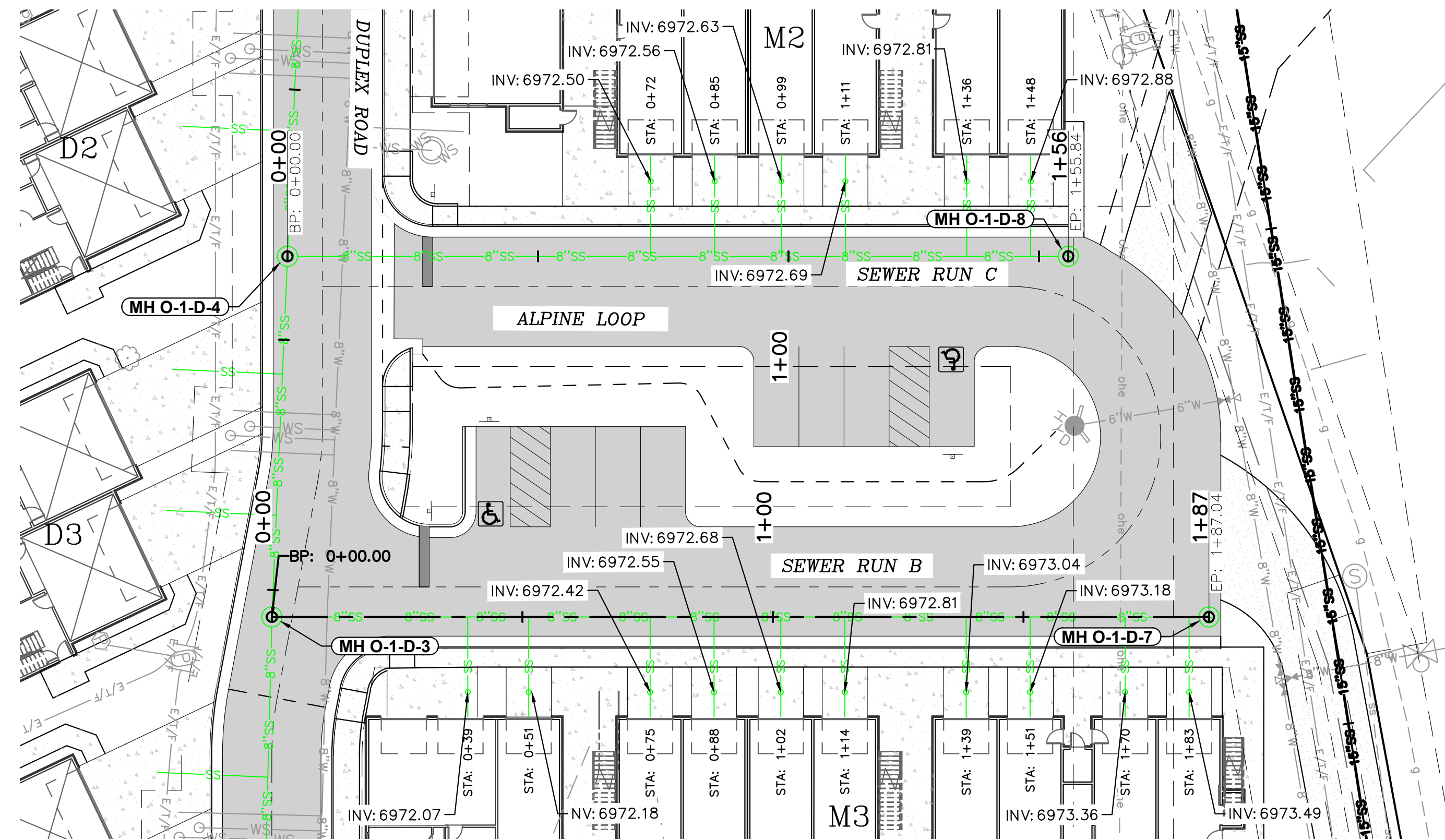
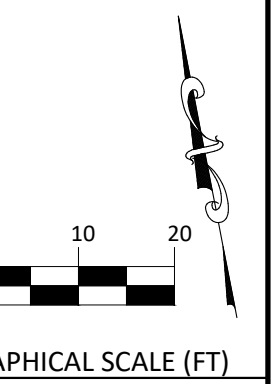


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PLAN NO.
 SS-1

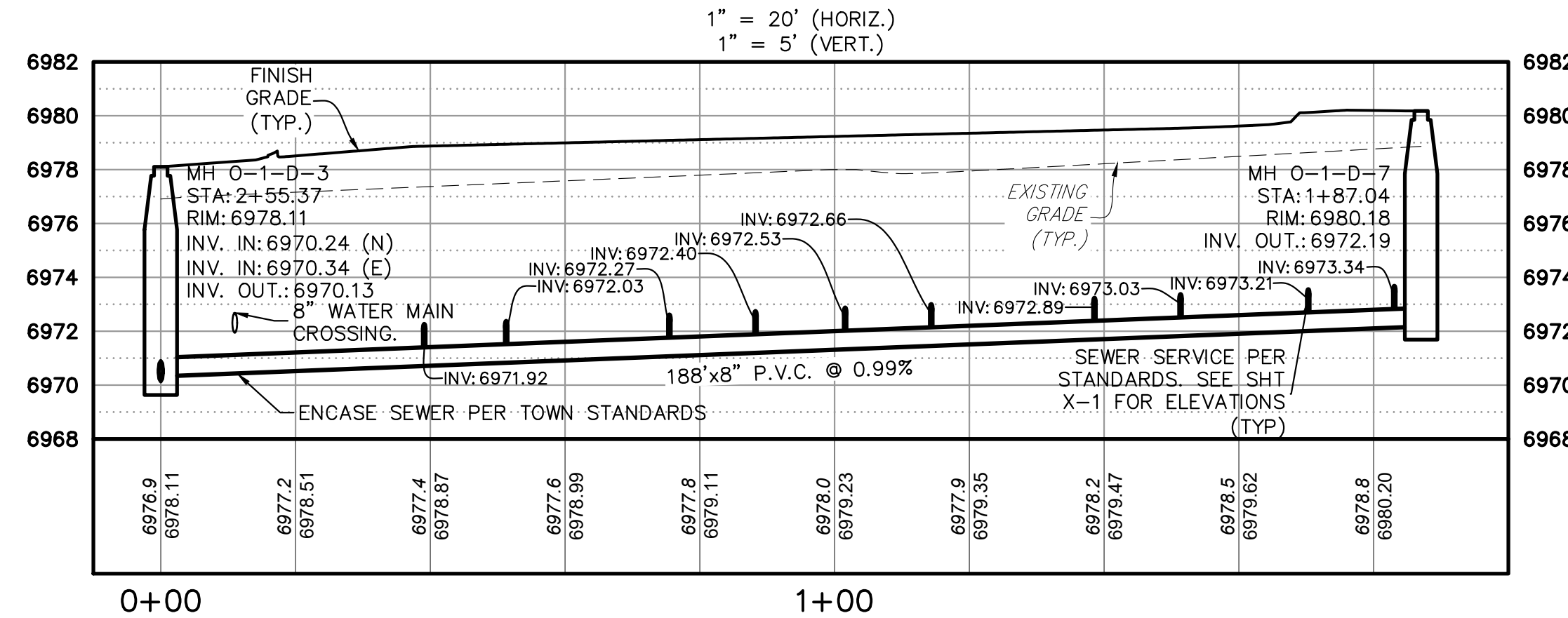
Sheet 15 of 23
 Project: RIVERFRONT VILLAGE
 Date: 9/24/2021
 Drawn By: CSS
 Checked By: JAG



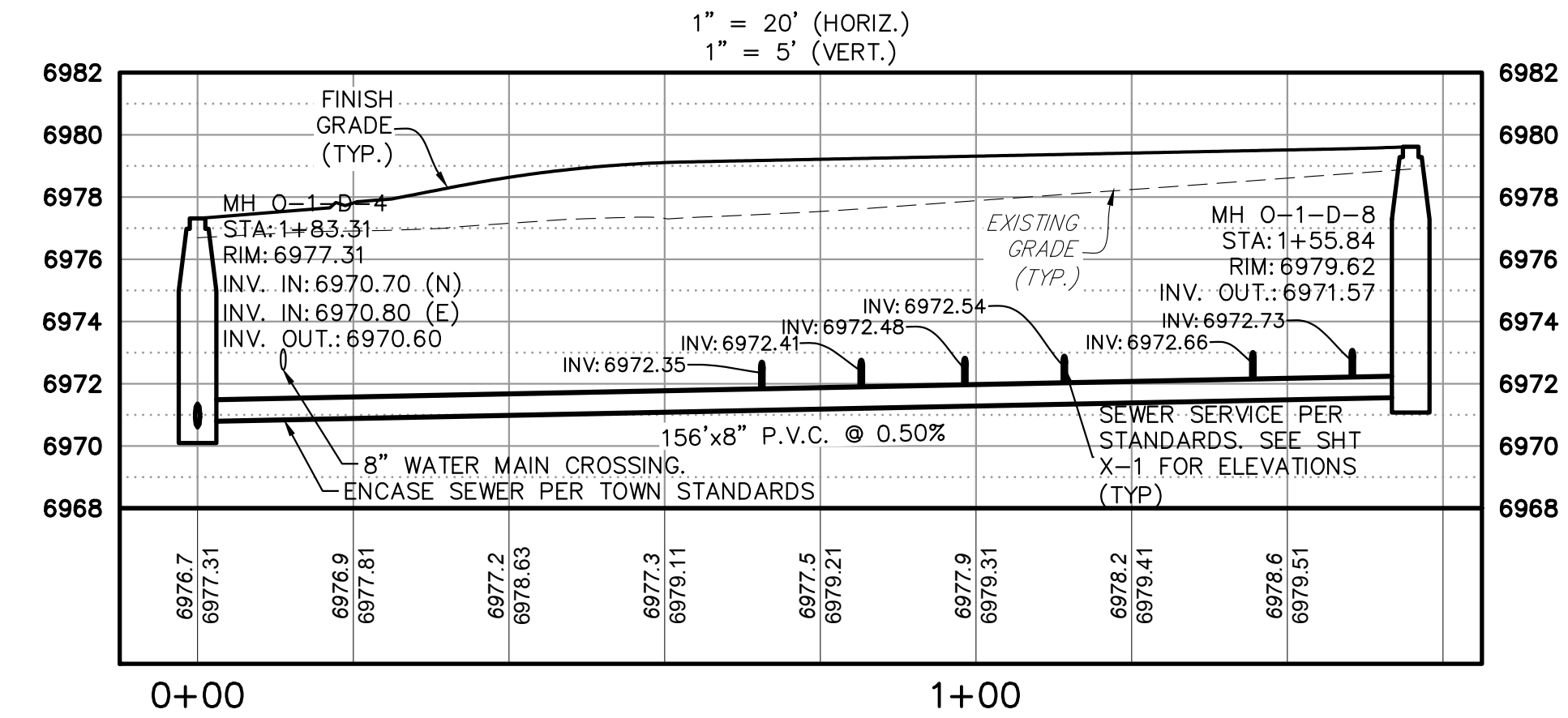


- NOTES**
1. UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS.
 2. SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
 3. SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.

RIVERFRONT VILLAGE SEWER RUN B PROFILE



RIVERFRONT VILLAGE SEWER RUN C PROFILE



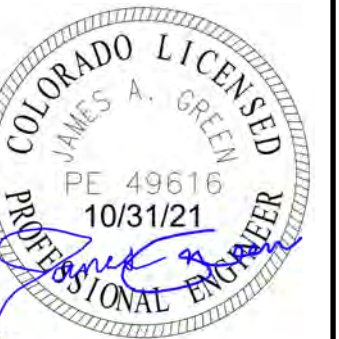
**RIVERFRONT VILLAGE
SEWER RUN B & C PLAN & PROFILE
RIDGWAY, COLORADO**



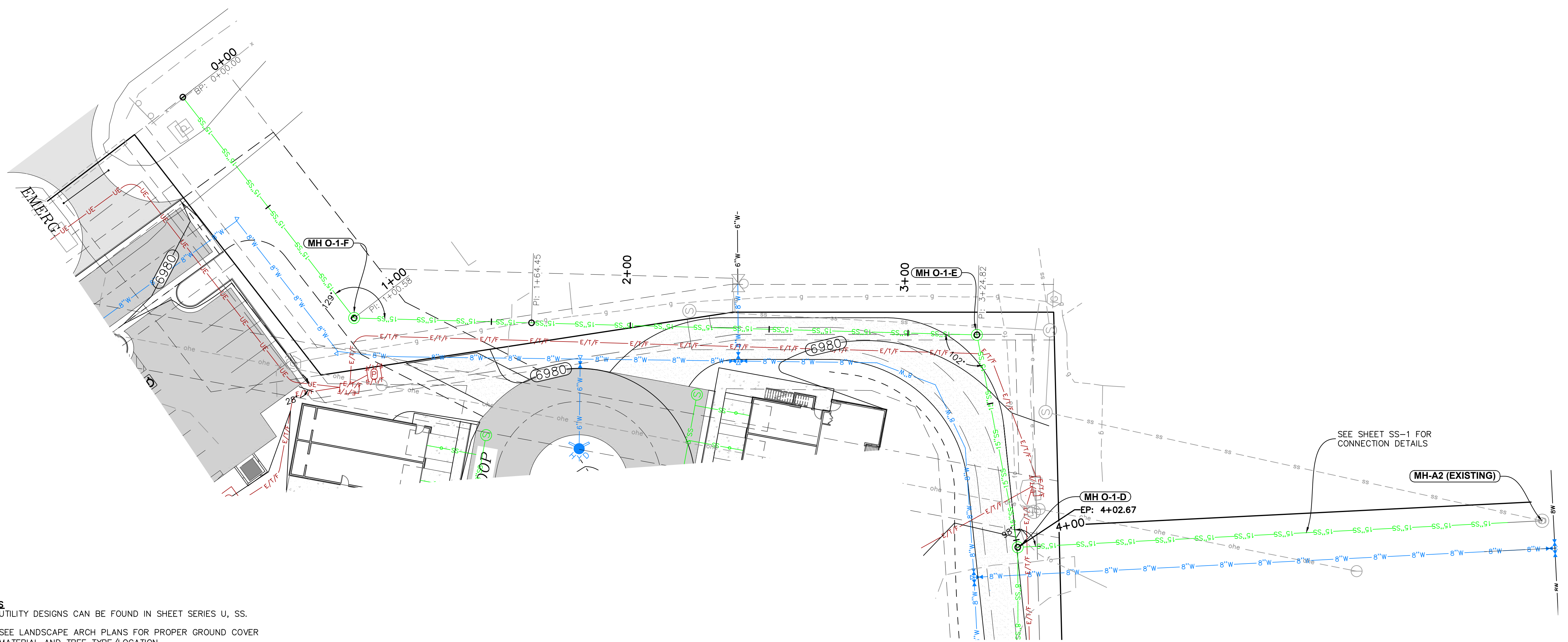
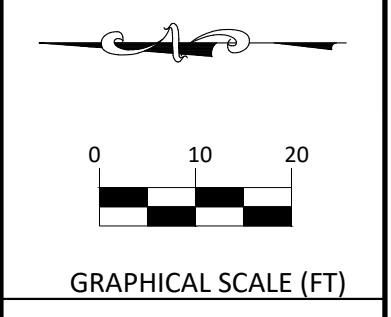
ENGINEERING LLC
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

**PLAN NO.
SS-2**

Sheet 16 of 23
Project: RIVERFRONT VILLAGE
Date: 8/25/2021
Drawn By: CSS
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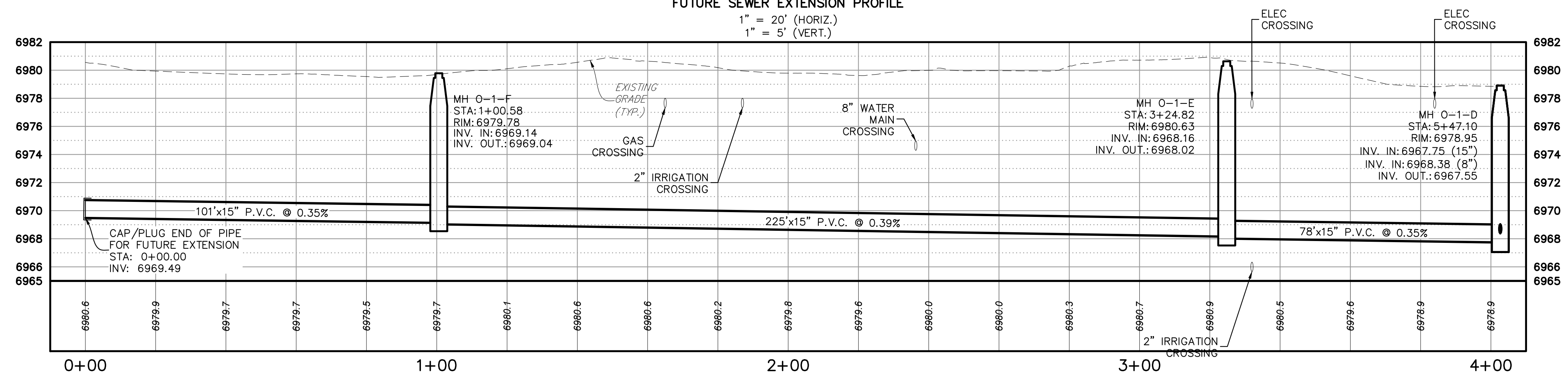


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- NOTES**
- UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS.
 - SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
 - SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.

FUTURE SEWER EXTENSION PROFILE
 1" = 20' (HORIZ.)
 1" = 5' (VERT.)



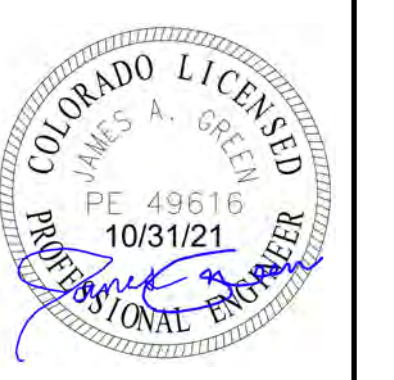
Revisions:	DESCRIPTION
#	DATE

**RIVERFRONT VILLAGE
 FUTURE SEWER EXTENSION PLAN & PROFILE
 RIDGWAY, COLORADO**



**PLAN NO.
 SS-3**

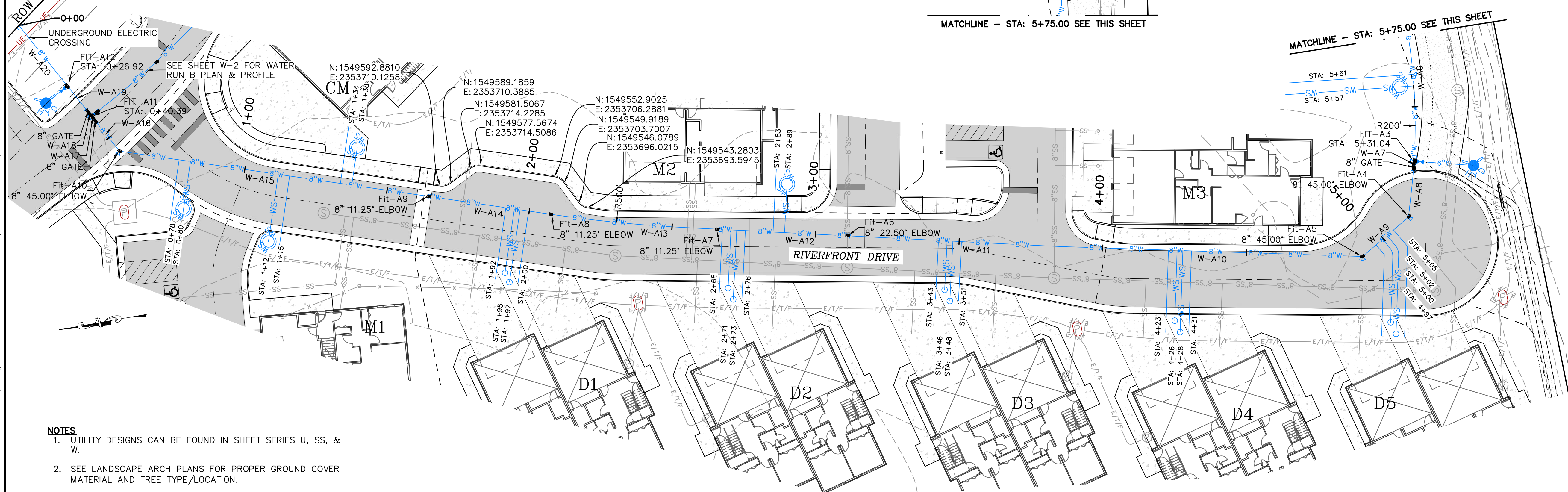
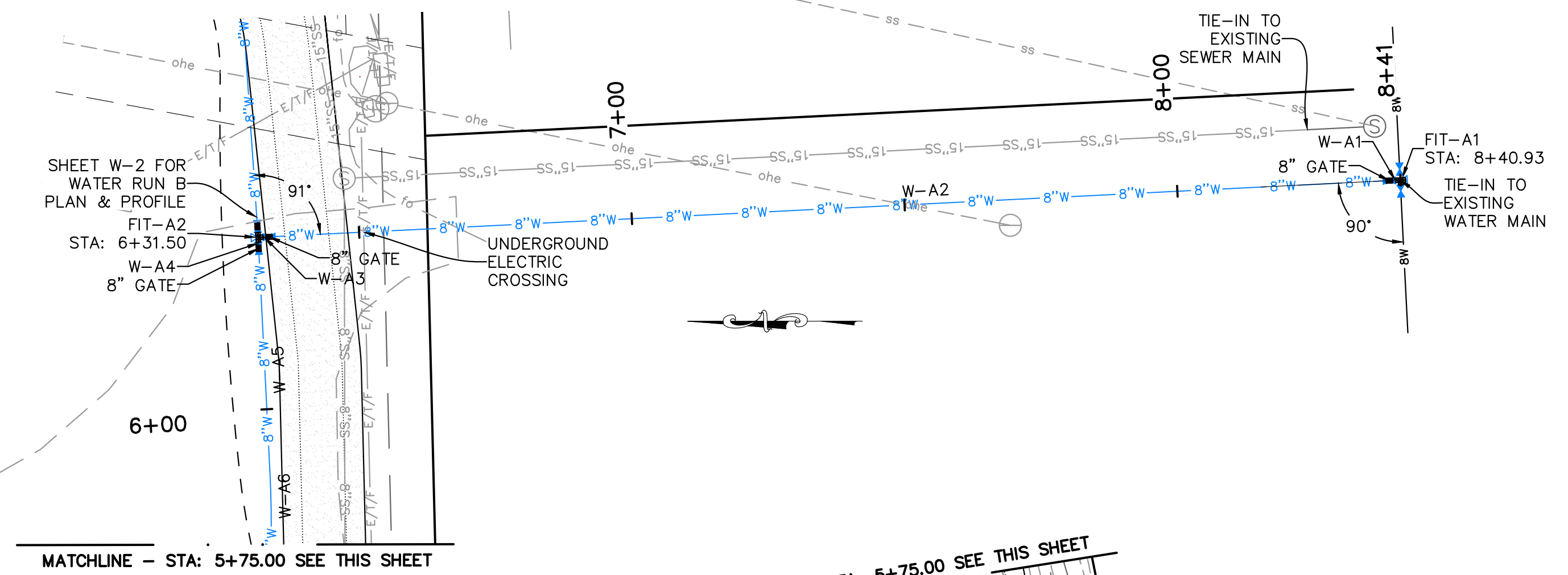
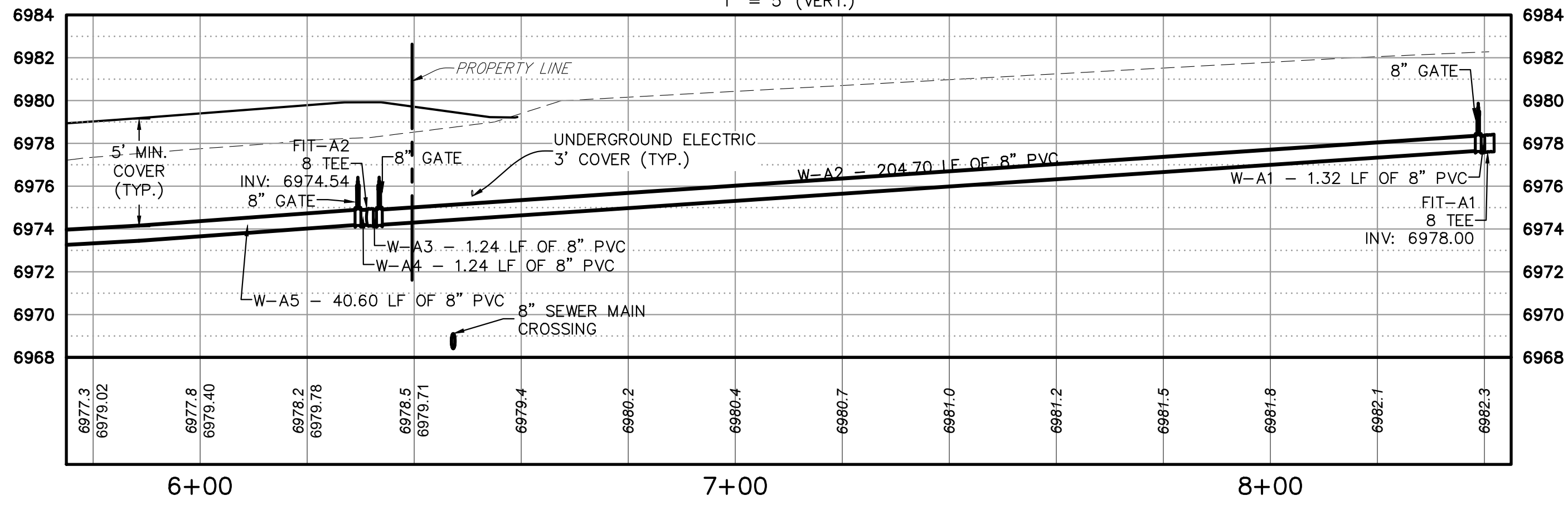
Sheet 17 of 23
 Project: RIVERFRONT VILLAGE
 Date: 9/24/2021
 Drawn By: CSS
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RIVERFRONT VILLAGE WATER RUN A PROFILE

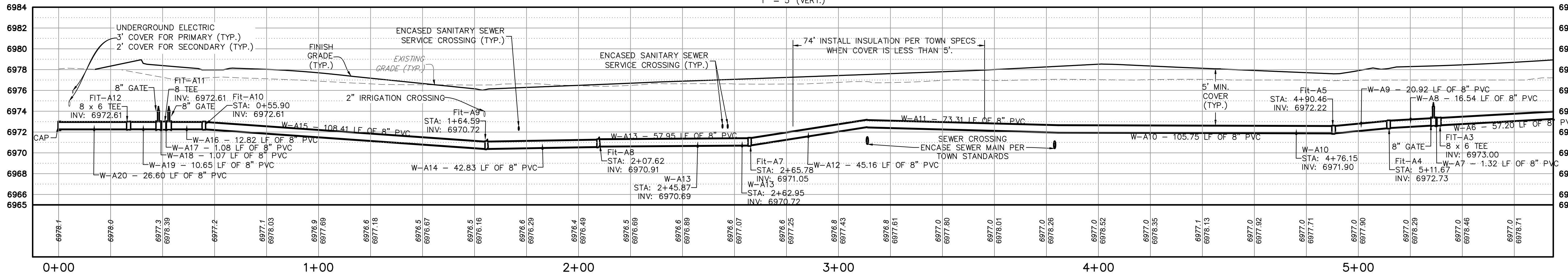
1" = 20' (HORIZ.)
1" = 5' (VERT.)



- NOTES**
1. UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS, & W.
 2. SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
 3. SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.

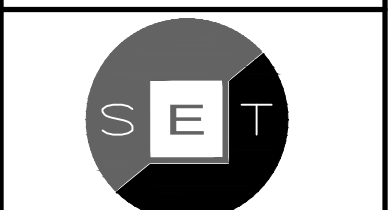
RIVERFRONT VILLAGE WATER RUN A PROFILE

1" = 20' (HORIZ.)
1" = 5' (VERT.)



REVISIONS:	#	DATE	DESCRIPTION

**RIVERFRONT VILLAGE
WATER RUN A PLAN & PROFILE
RIDGWAY, COLORADO**

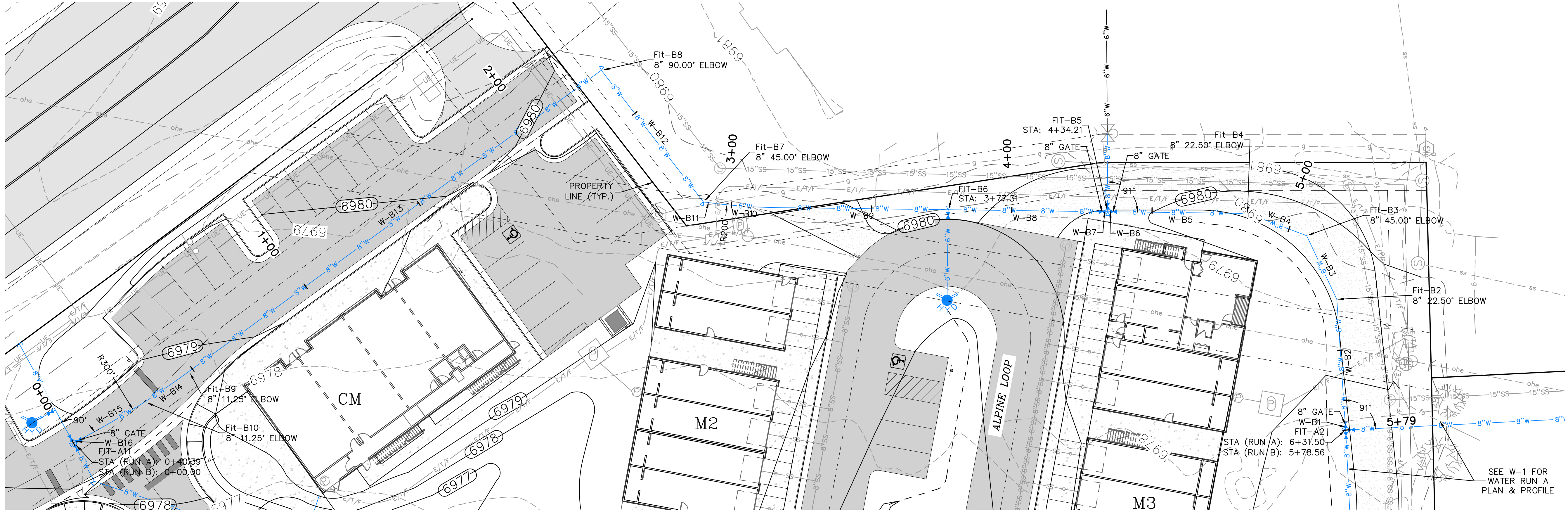
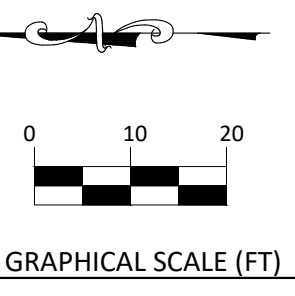


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**PLAN NO.
W-1**

Sheet 18 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG

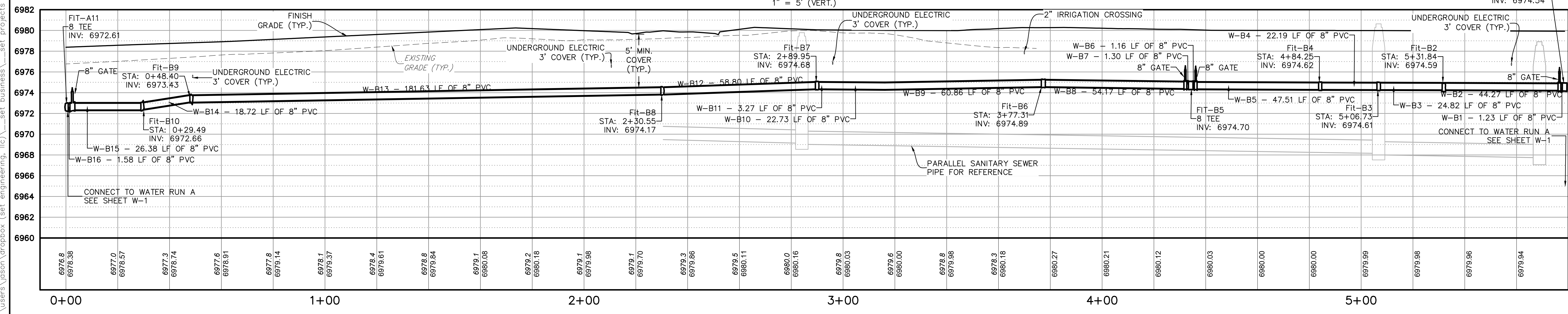




- NOTES**
1. UTILITY DESIGNS CAN BE FOUND IN SHEET SERIES U, SS, & W.
 2. SEE LANDSCAPE ARCH PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE/LOCATION.
 3. SEE LANDSCAPE ARCH PLANS FOR REQUIRED IRRIGATION PIPING SLEEVE UNDER CONCRETE/ ASPHALT.

RIVERFRONT VILLAGE WATER RUN B PROFILE

1" = 20' (HORIZ.)
1" = 5' (VERT.)

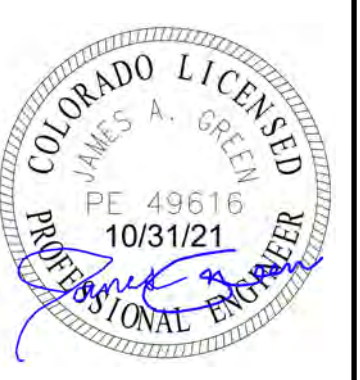


Revisions:	DESCRIPTION
#	DATE

**RIVERFRONT VILLAGE
WATER RUN B PLAN & PROFILE
RIDGWAY, COLORADO**



PLAN NO. W-2
Sheet 19 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG



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Curve Table: Alignments

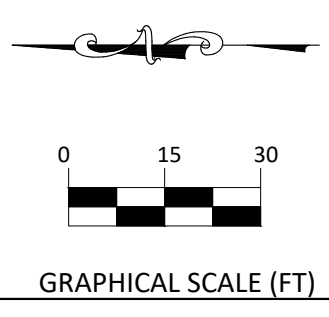
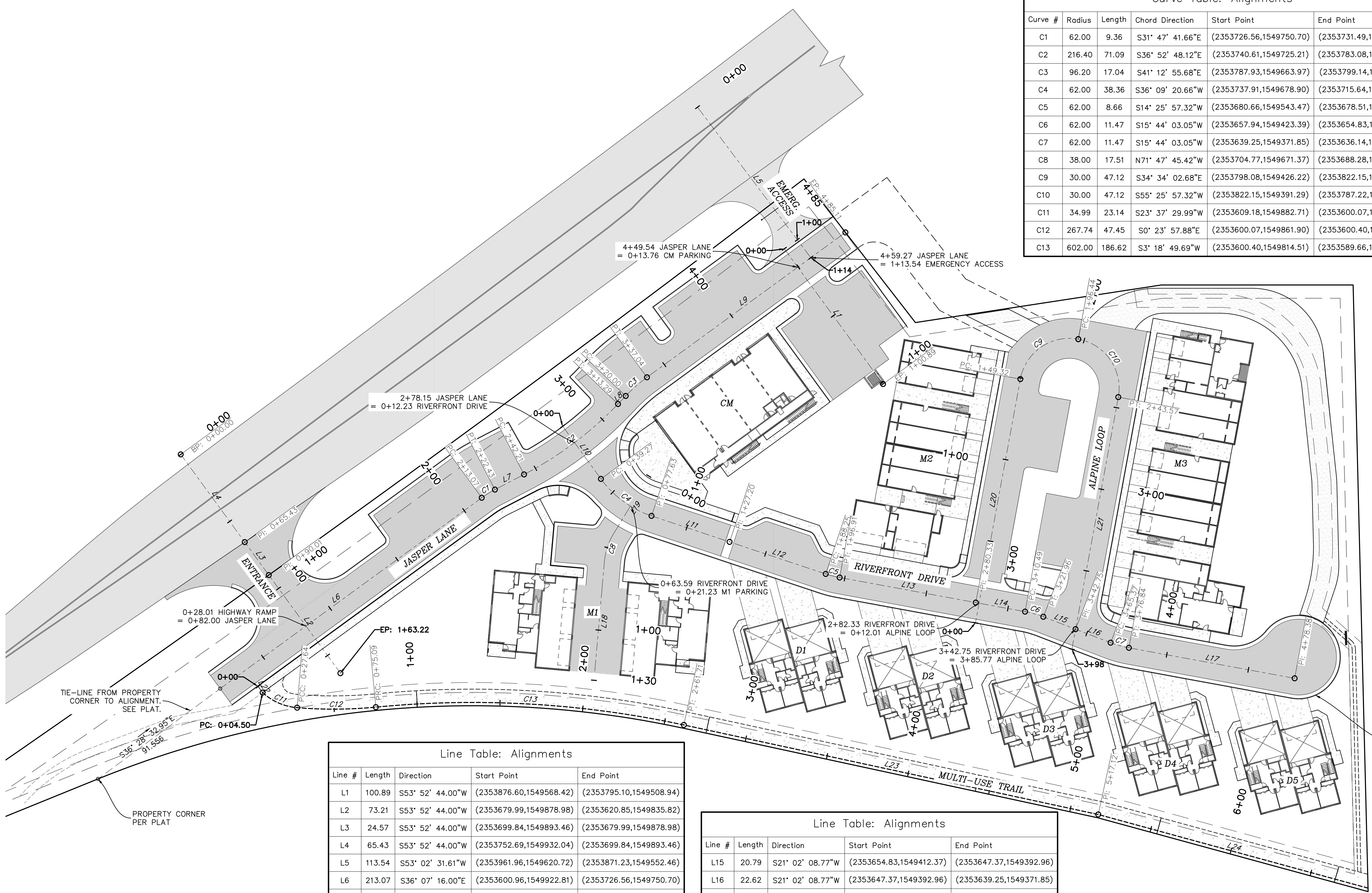
Curve #	Radius	Length	Chord Direction	Start Point	End Point
C1	62.00	9.36	S31° 47' 41.66"E	(2353726.56,1549750.70)	(2353731.49,1549742.75)
C2	216.40	71.09	S36° 52' 48.12"E	(2353740.61,1549725.21)	(2353783.08,1549668.60)
C3	96.20	17.04	S41° 12' 55.68"E	(2353787.93,1549663.97)	(2353799.14,1549651.16)
C4	62.00	38.36	S36° 09' 20.66"W	(2353737.91,1549678.90)	(2353715.64,1549648.42)
C5	62.00	8.66	S14° 25' 57.32"W	(2353680.66,1549543.47)	(2353678.51,1549535.10)
C6	62.00	11.47	S15° 44' 03.05"W	(2353657.94,1549423.39)	(2353654.83,1549412.37)
C7	62.00	11.47	S15° 44' 03.05"W	(2353639.25,1549371.85)	(2353636.14,1549360.83)
C8	38.00	17.51	N71° 47' 45.42"W	(2353704.77,1549671.37)	(2353688.28,1549676.79)
C9	30.00	47.12	S34° 34' 02.68"E	(2353798.08,1549426.22)	(2353822.15,1549391.29)
C10	30.00	47.12	S55° 25' 57.32"W	(2353822.15,1549391.29)	(2353787.22,1549367.21)
C11	34.99	23.14	S23° 37' 29.99"W	(2353609.18,1549882.71)	(2353600.07,1549861.90)
C12	267.74	47.45	S0° 23' 57.88"E	(2353600.07,1549861.90)	(2353600.40,1549814.51)
C13	602.00	186.62	S3° 18' 49.69"W	(2353600.40,1549814.51)	(2353589.66,1549628.95)

Line Table: Alignments

Line #	Length	Direction	Start Point	End Point
L1	100.89	S53° 52' 44.00"W	(2353876.60,1549568.42)	(2353795.10,1549508.94)
L2	73.21	S53° 52' 44.00"W	(2353679.99,1549878.98)	(2353620.85,1549835.82)
L3	24.57	S53° 52' 44.00"W	(2353699.84,1549893.46)	(2353679.99,1549878.98)
L4	65.43	S53° 52' 44.00"W	(2353752.69,1549932.04)	(2353699.84,1549893.46)
L5	113.54	S53° 02' 31.61"W	(2353961.96,1549620.72)	(2353871.23,1549552.46)
L6	213.07	S36° 07' 16.00"E	(2353600.96,1549922.81)	(2353726.56,1549750.70)
L7	19.77	S27° 28' 07.32"E	(2353731.49,1549742.75)	(2353740.61,1549725.21)
L8	6.70	S46° 17' 28.92"E	(2353783.08,1549668.60)	(2353787.93,1549663.97)
L9	148.07	S36° 08' 22.44"E	(2353799.14,1549651.16)	(2353886.47,1549531.59)
L10	39.27	S53° 52' 44.00"W	(2353769.63,1549702.05)	(2353737.91,1549678.90)
L11	49.57	S18° 25' 57.32"W	(2353715.64,1549648.42)	(2353699.96,1549601.39)
L12	61.05	S18° 25' 57.32"W	(2353699.96,1549601.39)	(2353680.66,1549543.47)
L13	83.42	S10° 25' 57.32"W	(2353678.51,1549535.10)	(2353663.40,1549453.05)
L14	30.16	S10° 25' 57.32"W	(2353663.40,1549453.05)	(2353657.94,1549423.39)

Line Table: Alignments

Line #	Length	Direction	Start Point	End Point
L15	20.79	S21° 02' 08.77"W	(2353654.83,1549412.37)	(2353647.37,1549392.96)
L16	22.62	S21° 02' 08.77"W	(2353647.37,1549392.96)	(2353639.25,1549371.85)
L17	101.54	S10° 25' 57.32"W	(2353636.14,1549360.83)	(2353617.76,1549260.97)
L18	71.97	N84° 57' 55.80"W	(2353688.28,1549676.79)	(2353616.59,1549683.11)
L19	40.89	N58° 35' 30.84"W	(2353739.67,1549650.06)	(2353704.77,1549671.37)
L20	149.32	S79° 34' 02.68"E	(2353651.23,1549453.26)	(2353798.08,1549426.22)
L21	154.41	N79° 34' 02.68"W	(2353787.22,1549367.21)	(2353635.36,1549395.17)
L22	4.50	S53° 52' 44.00"W	(2353612.81,1549885.36)	(2353609.18,1549882.71)
L23	255.41	S12° 11' 40.00"W	(2353589.66,1549628.95)	(2353535.71,1549379.30)
L24	168.46	S15° 16' 17.00"W	(2353535.71,1549379.30)	(2353491.34,1549216.78)



Revisions:

#	DATE	DESCRIPTION

**RIVERFRONT VILLAGE
HORIZONTAL CONTROL PLAN
RIDGWAY, COLORADO**

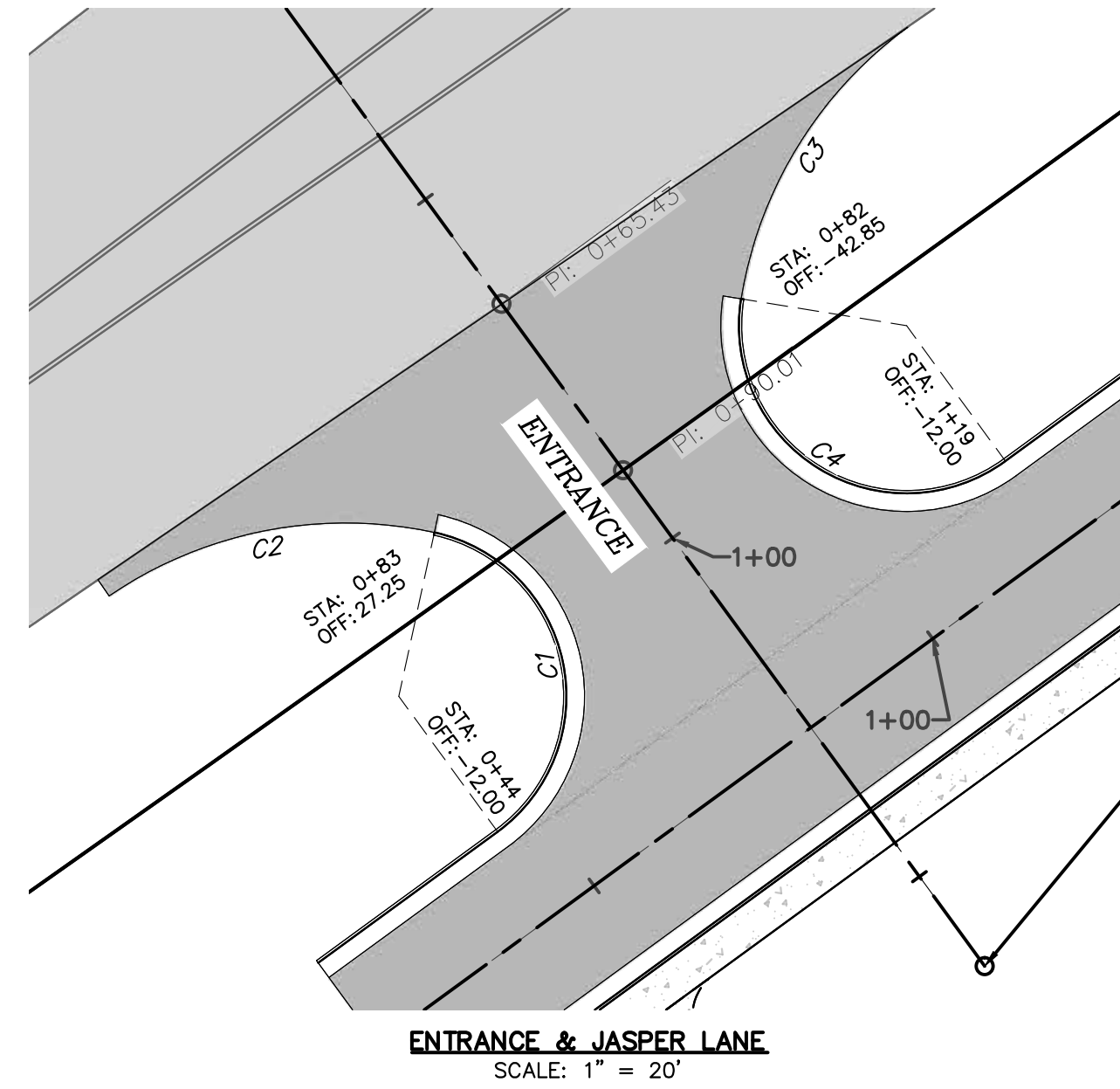


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Durango, CO 81301
970-403-5088

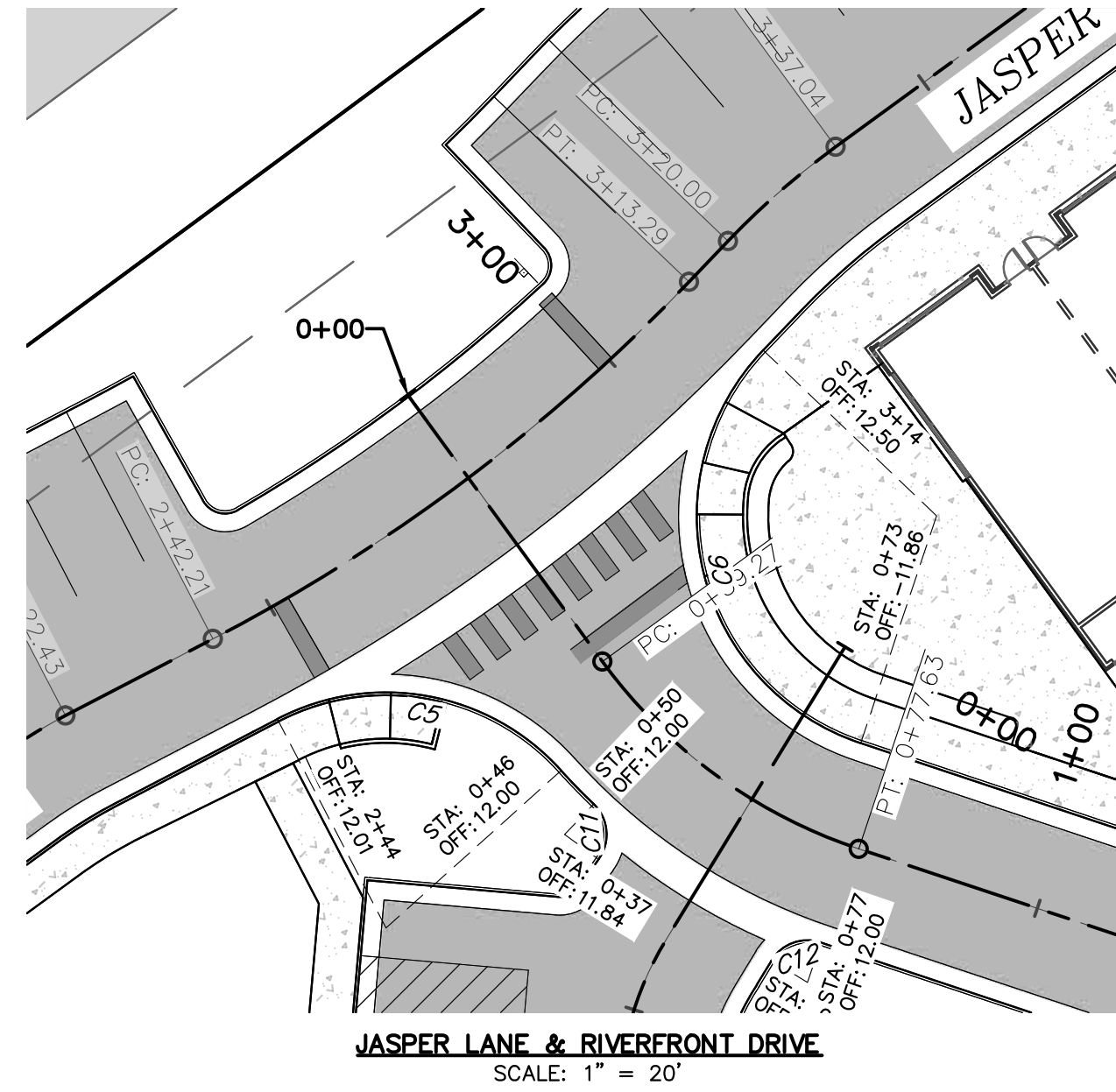
**PLAN NO.
HC-1**

Sheet 20 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG

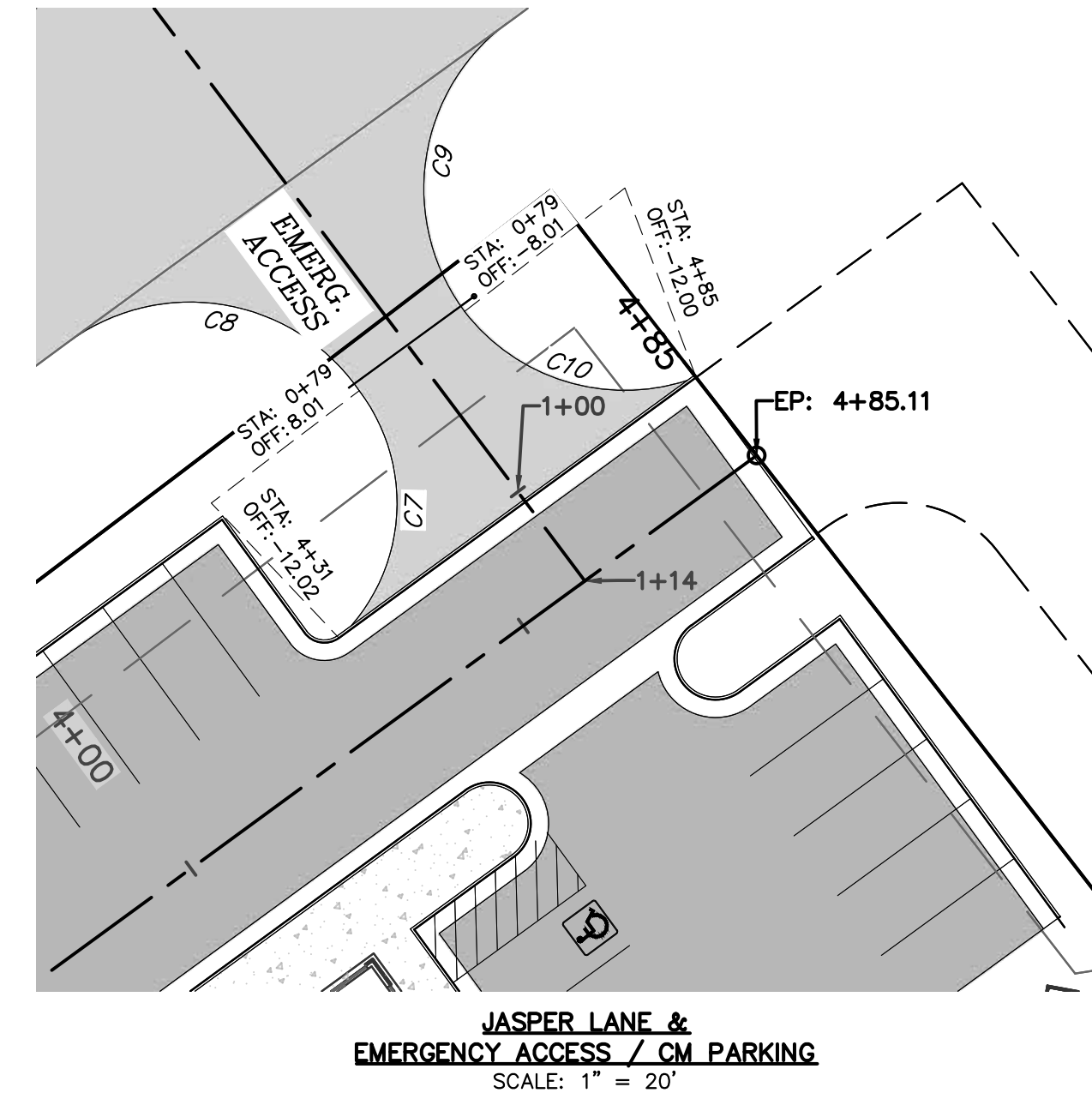




ENTRANCE & JASPER LANE
SCALE: 1" = 20'

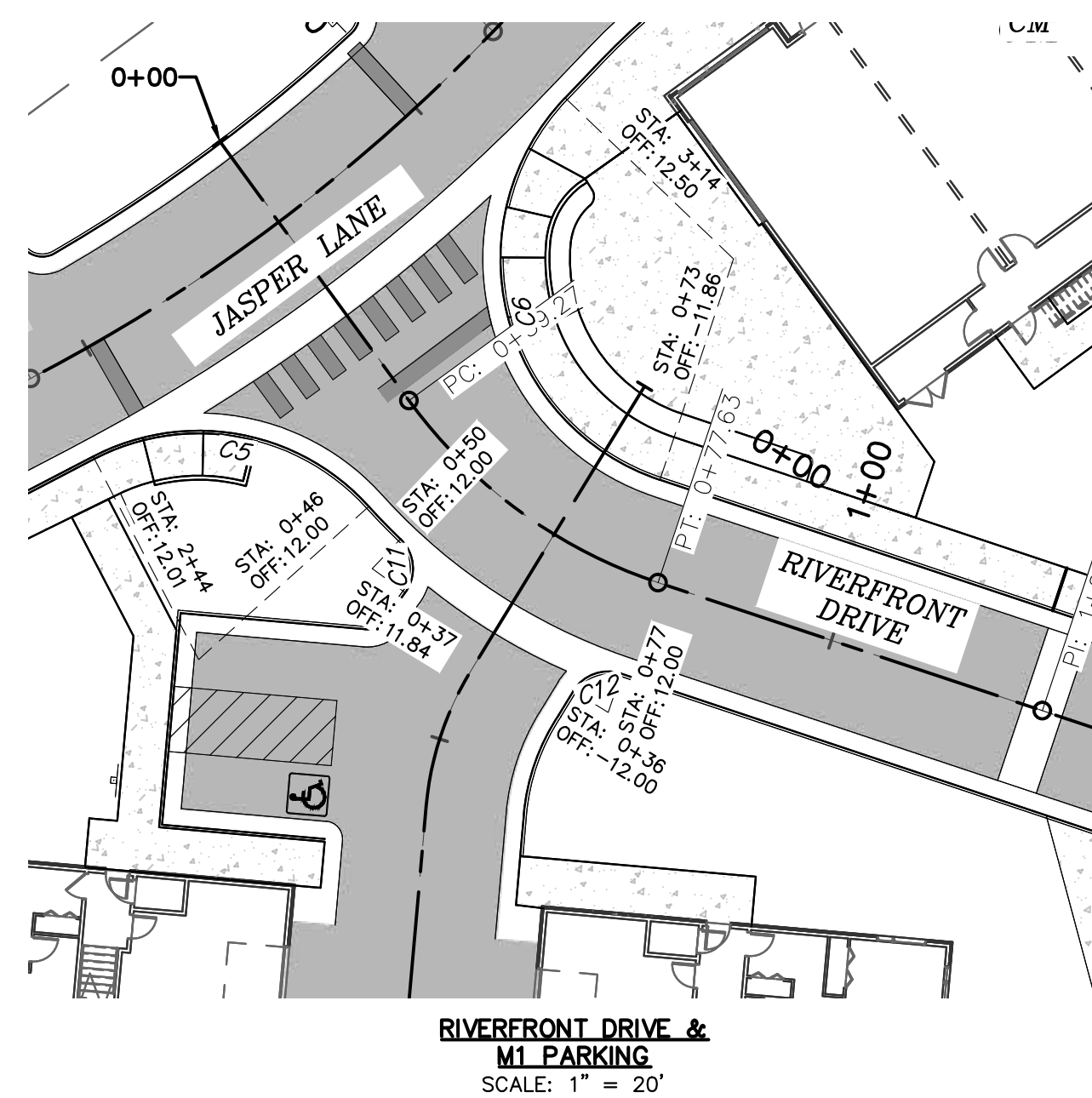


JASPER LANE & RIVERFRONT DRIVE
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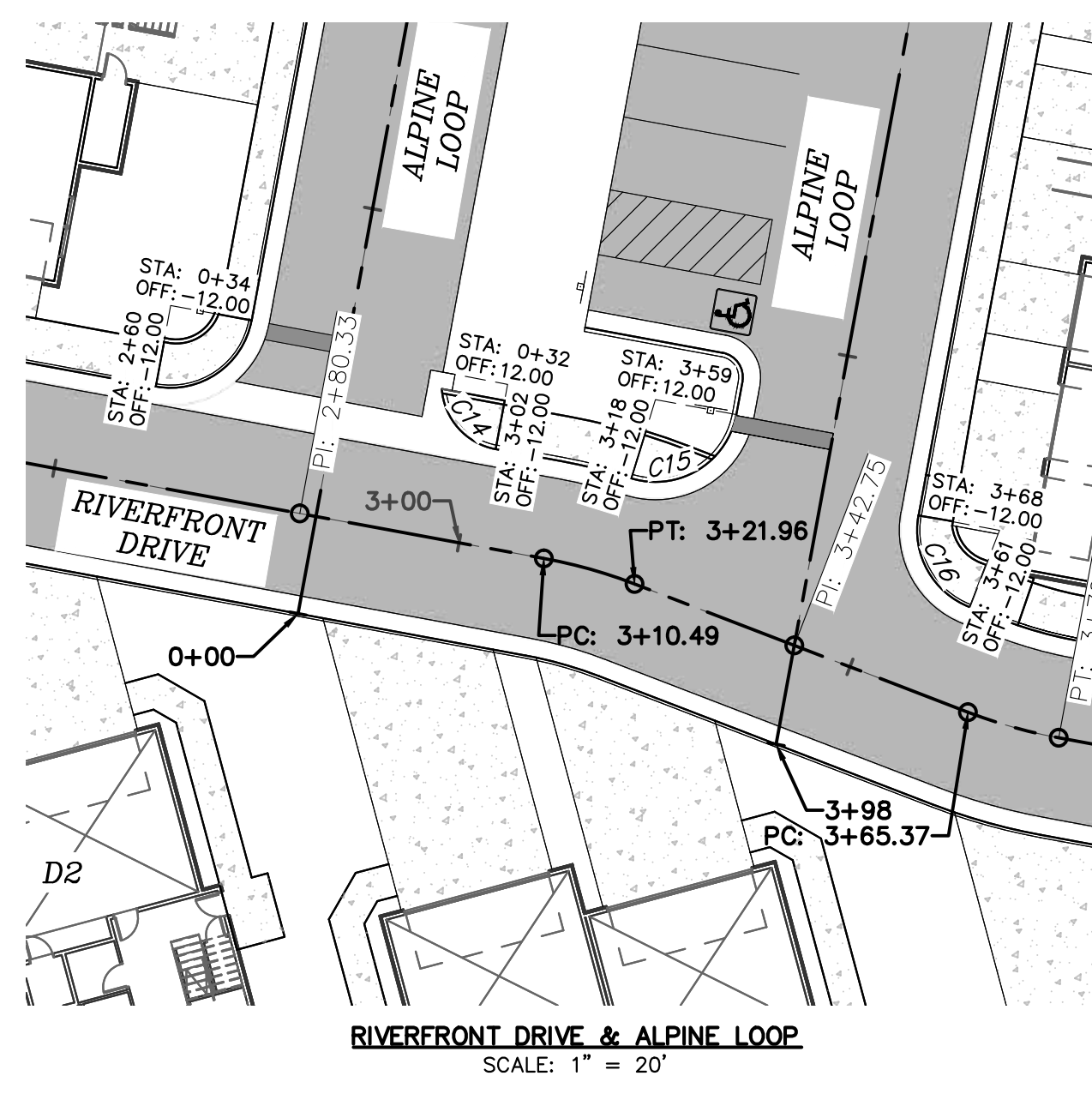


JASPER LANE & EMERGENCY ACCESS / CM PARKING
SCALE: 1" = 20'

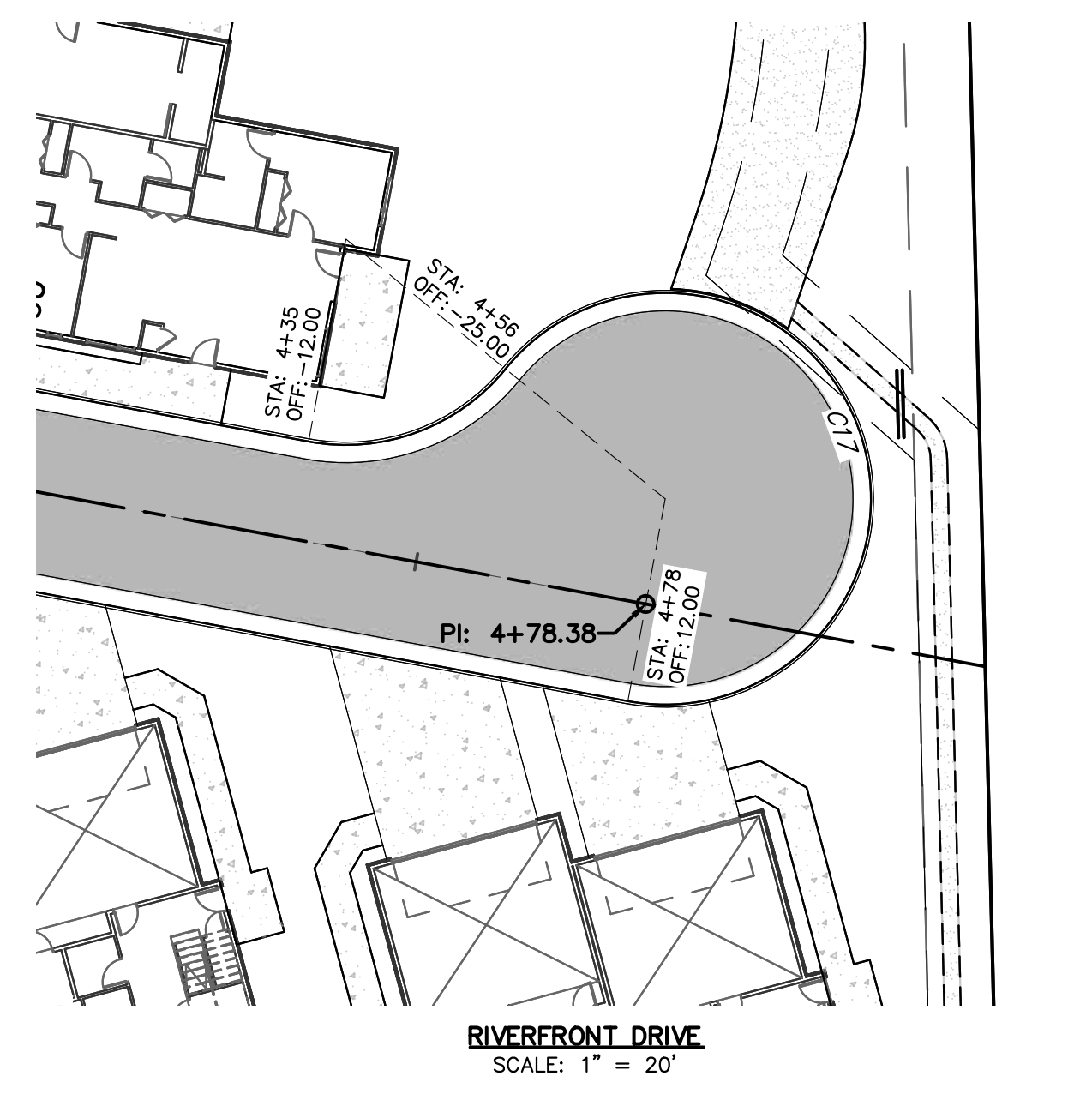
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C8	39.96	25.00	91.58	N9° 31' 09"E	35.84
C9	39.35	25.00	90.19	N81° 37' 04"W	35.41
C14	10.54	8.00	75.52	S48° 11' 38"W	9.80
C2	40.65	50.00	46.59	N11° 02' 32"W	39.54
C3	38.99	50.00	44.68	N58° 27' 34"W	38.01
C1	45.95	20.00	131.63	N78° 03' 53"E	36.49
C4	47.24	20.00	135.32	S31° 32' 26"W	37.00
C11	7.19	5.00	82.36	N84° 52' 53"E	6.58
C6	57.34	28.50	115.28	S76° 04' 14"W	48.15
C12	6.72	5.00	77.02	N20° 04' 47"W	6.23
C5	36.89	28.00	75.48	N10° 16' 20"E	34.28
C16	13.86	10.00	79.40	S60° 44' 03"W	12.77
C15	10.58	10.00	60.61	S13° 08' 34"E	10.09
C17	105.29	25.00	241.31	N69° 46' 31"E	43.01
C10	30.19	24.59	70.34	S17° 14' 04"W	28.33
C7	30.90	22.66	78.11	N88° 04' 48"W	28.56



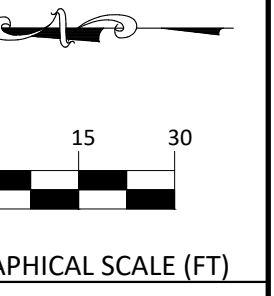
RIVERFRONT DRIVE & M1 PARKING
SCALE: 1" = 20'



RIVERFRONT DRIVE & ALPINE LOOP
SCALE: 1" = 20'



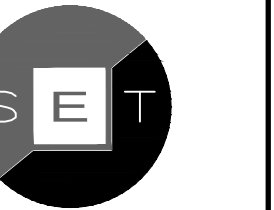
RIVERFRONT DRIVE
SCALE: 1" = 20'



GRAPHICAL SCALE (FT)

Revisions #	DATE	DESCRIPTION

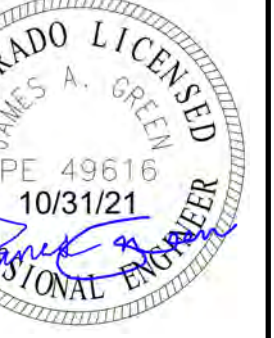
**RIVERFRONT VILLAGE
HORIZONTAL CONTROL - INTERSECTIONS
RIDGWAY, COLORADO**



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970-403-5088

**PLAN NO.
HC-2**

Sheet 21 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG

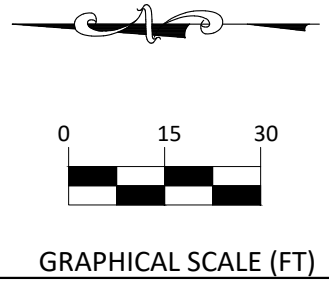


c:\users\jason\dropbox (set engineering, llc)\set business\set projects current\2020-052 tavaci village\cadd\plansheets\hc-3 horizontal control plan.dwg



Point Table			
Point #	Raw Description	Northing	Easting
1	CAP	1549727.40	2353790.16
2	45° BEND	1549700.58	2353741.11
3	DEF. COUPLING	1549556.54	2353693.38
4	DEF. COUPLING	1549510.90	2353680.62
5	DEF. COUPLING	1549389.95	2353652.91
6	DEF. COUPLING	1549381.32	2353651.01
7	45° BEND	1549281.04	2353629.89
8	45° BEND	1549262.92	2353640.61
9	DEF. COUPLING	1549260.18	2353649.91
10	DEF. COUPLING	1549252.27	2353716.49
11	22.5° BEND	1549257.58	2353805.98
12	45° BEND	1549268.34	2353828.67
13	22.5° BEND	1549289.38	2353836.59
14	DEF. COUPLING	1549457.33	2353838.68
15	DEF. COUPLING	1549479.89	2353840.24
16	CONNECT TO EXISTING MAIN	1549045.34	2353769.87
17	MH	1549634.31	2353707.56
18	MH	1549536.99	2353675.31
19	MH	1549458.25	2353657.27
20	MH	1549430.03	2353810.54

Point Table			
Point #	Raw Description	Northing	Easting
21	MH	1549388.00	2353641.18
22	MH	1549354.14	2353825.12
23	MH	1549258.29	2353613.86
24	MH	1549238.49	2353681.05
25	MH	1549238.67	2353770.18
26	CONNECT TO EXISTING	1549062.33	2353779.09
27	MH	1549253.37	2353846.62
28	MH	1549477.53	2353852.68
29	CAP AND PLUG	1549539.18	2353932.16
30	90° BEND	1549519.83	2353887.62
31	8" X 6" TEE	1549714.48	2353766.54
32	8" X 6" TEE	1549257.63	2353659.42
33	8" X 6" TEE	1549396.15	2353837.92
34	FH	1549722.84	2353761.97
35	FH	1549237.47	2353654.37
36	FH	1549396.56	2353805.65
37	8" X 8" TEE	1549254.42	2353759.37
38	8" X 8" TEE	1549339.26	2353837.21
39	8" X 8" TEE	1549708.02	2353754.72
40	CONNECT TO EXISTING	1549339.43	2353865.25



Revisions:	#	DATE	DESCRIPTION

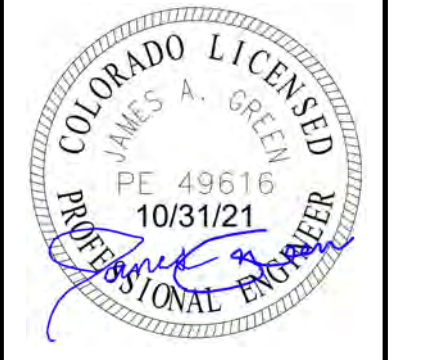
**RIVERFRONT VILLAGE
UTILITY HORIZONTAL CONTROL PLAN
RIDGWAY, COLORADO**



ENGINEERING, LLC
1309 E. 3rd Ave., #206
Durango, CO 81301
970-403-5088

**PLAN NO.
HC-3**

Sheet 22 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG



FOAM-LOK™ Pipeline Utility Foam

Product Use and Design
Pipeline Utility Foam is a two component spray applied rigid urethane foam system, designed using an EPA approved Zero ODP blowing agent. **Pipe Line Utility Foam** may be sprayed in lift thicknesses of up to 3 feet without excessive heat buildup, splitting or scorching when applied properly.

Recommended Product Applications

- Assist in erosion control
- Provide additional support prior to the back fill of the ditch
- Protect pipes placed over rock or other hard surfaces
- Provide support under hanging pipes

Recommended Processing Parameters

Optimum hose pressure and temperature may vary as a function of the type of equipment, ambient and substrate conditions, and the specific application. It is the responsibility of the applicator to properly interpret equipment technical literature, particularly information that relates acceptable combinations of gun chamber size, proportioner output, and material pressures.

Processing Designation	Pipe Utility Foam
Equipment Dynamic Pressure	1,000 - 1,400 psi
Preheat Temperature	105 - 125 °F (40 - 52° C)
Hose Heat Temperature	105 - 125 °F (40 - 52° C)
Drum Storage Temperature	65 - 85 °F (18 - 30 °C)
Material Shelf Life	Six (6) months when stored within recommended temperature range.

- 2:1 transfer pumps are recommended for material transfer from container to the proportioner.
- **CAUTION:** Extreme care must be taken when removing and reinstalling drum transfer pumps so as NOT to reverse the "A" and "B" components.
- Do not circulate or mix other suppliers "A" or "B" component.

Physical Properties

Typical in-place density - 1.8-2.2 lbs./ft3

Properties	Test Method/ Requirements	Value
Aged "R" Value	ASTM C518	6.3 per inch
Compressive Strength	ASTM D1621	≥50psi
Closed Cell Content	ASTM D2856	>90%



LAPOLLA Lapolla Industries, Inc. | 15402 Vantage Park way E. Ste. 322, Houston, Texas 77032 | (888) 4-LAPOLLA | Lapolla.com

FOAM-LOK™ Pipeline Utility Foam

Rev Date: 06/12/18

FOAM-LOK™ SPRAY FOAM INSULATION

Handling and Safety

Respiratory protection is **MANDATORY!** Lapolla requires that supplied air and a full face mask be used during the application of any spray applied foam system. Contact Lapolla Industries for a copy of the Model Respiratory Protection Program developed by CPI or visit their web site at www.polyurethane.org. Persons with known respiratory allergies should avoid exposure to the "A" component. The "A" component contains reactive isocyanate groups while the "B" component contains amine and/or catalysts with blowing agents. Both materials must be handled and used with adequate ventilation. The vapors must not exceed the TLV (0.02 parts per million) for isocyanates. Avoid breathing vapors. Wear a NIOSH approved respirator. If inhalation of vapors occur, remove victim from contaminated area and administer oxygen if breathing is difficult. Call a physician immediately. Avoid contact with skin, eyes, and clothing. Open containers carefully, allowing any pressure to be relieved slowly and safely. Wear chemical safety goggles and rubber gloves when handling or working with these materials. In case of eye contact, immediately flush with large amounts of water for at least fifteen minutes. Consult a physician immediately. In case of skin contact, wash area with soap and water. Wash clothes before reuse.

Positive pressure ventilation of the work area is required to minimize the accumulation of vapors in the work area during the application. Improper application techniques of this foam system must be avoided. This includes excessive thickness, off ratio material, and spraying into rising foam. The potential results of improperly applied materials may include but is not limited to, excessive heat build-up, and may result in a fire or offensive odors which may not dissipate with time and/or poor product performance due to improper density of the applied material. Large masses of sprayed materials should be avoided. When large masses are generated they should be removed from the area cut into small pieces and allowed to cool before disposal. Failure to follow this recommendation may result in a fire. It is recommended that a fire extinguisher be located in an easily accessible portion of the work area.

Applicators should ensure the safety of the jobsite and construction personnel by posting appropriate signs warning that all "hot work" such as welding, soldering, and cutting with torches should take place no less than 35 feet from any exposed foam. If "hot work" must be performed all spray polyurethane foam should be covered with an appropriate fire or welder's blanket, and a fire watch should be provided.

In Case of Spills or Leaks Steps To Be Taken

- Utilize appropriate personal protective equipment (PPE).
- Contain and cover spilled material with a loose, absorbent material such as oil-dry, vermiculite, sawdust or Fuller's earth.
- Shovel absorbent waste material into proper waste containers.
- Wash the contaminated areas thoroughly with hot, soapy water.
- Ventilate area to remove vapors.
- Report sizeable spills to proper environmental agencies.

In Case of Fire

Extinguishing Media: Dry chemical extinguishers such as mono ammonium phosphate, potassium sulfate, and potassium chloride. Additionally, carbon dioxide, high expansion (proteinic) chemical foam; or water spray for large fires.

DISCLAIMER

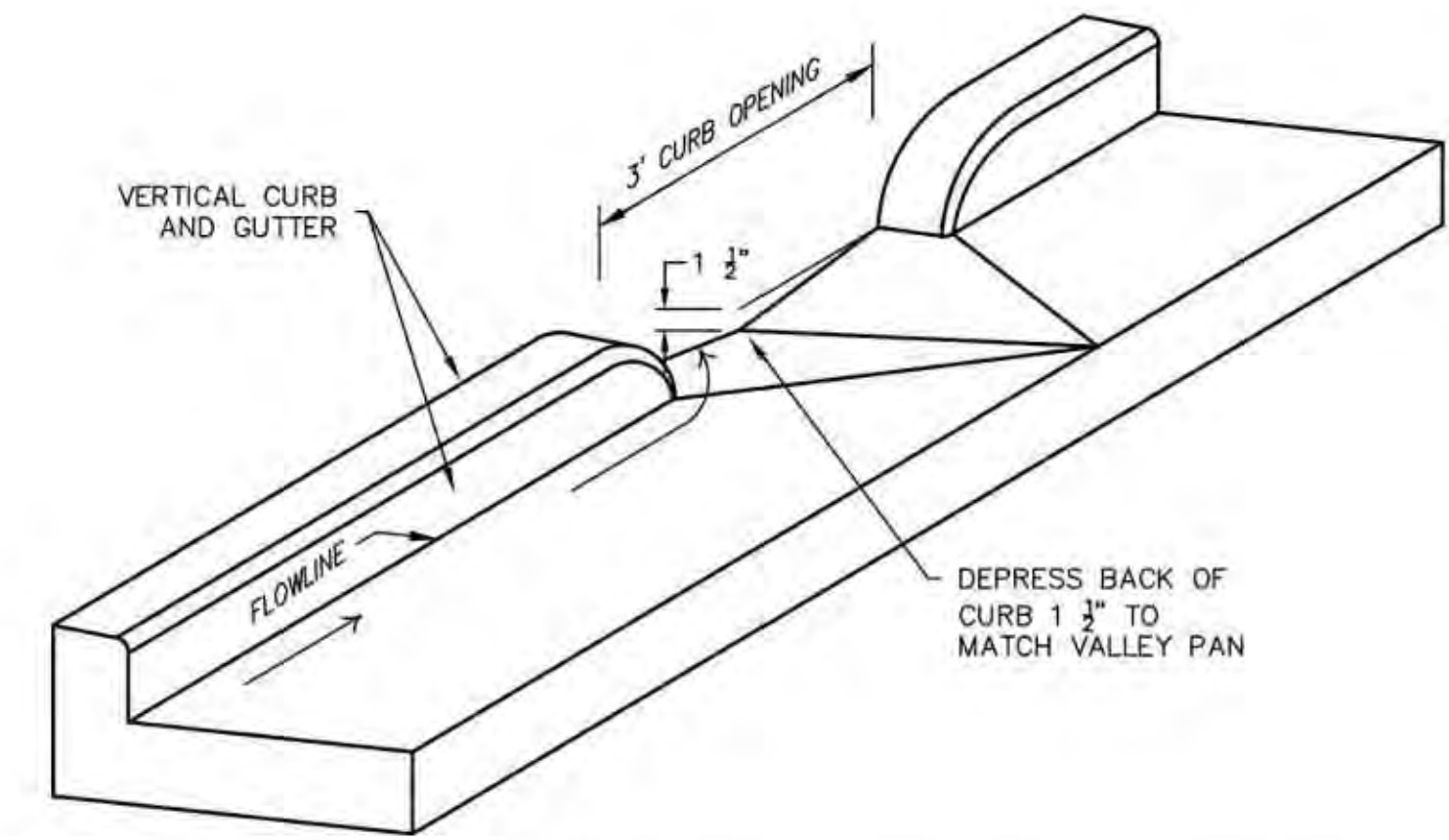
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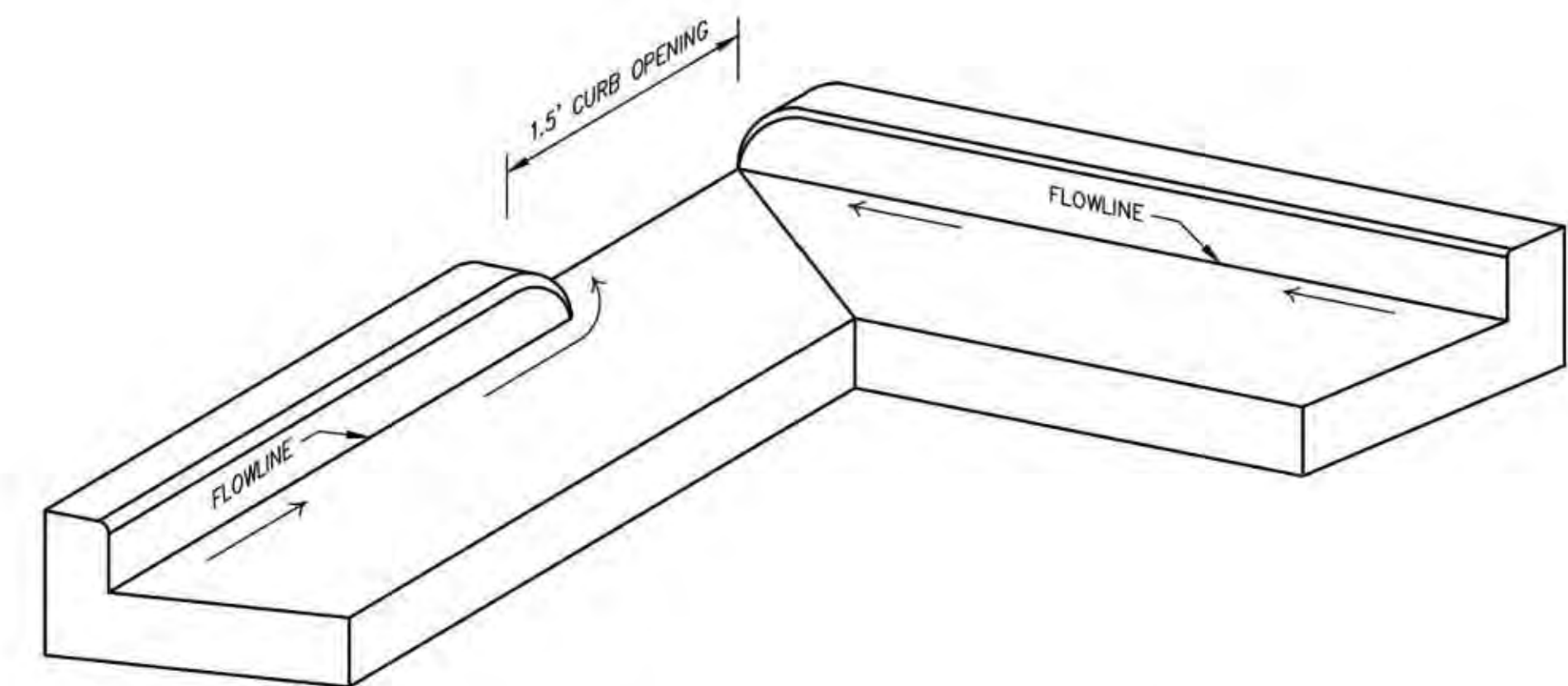
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TYPICAL 3' WIDE CURB OPENING DETAIL

N.T.S.



TYPICAL 1.5' WIDE CURB OPENING DETAIL

N.T.S.

GRAPHICAL SCALE (FT)

Revisions:
DATE DESCRIPTION

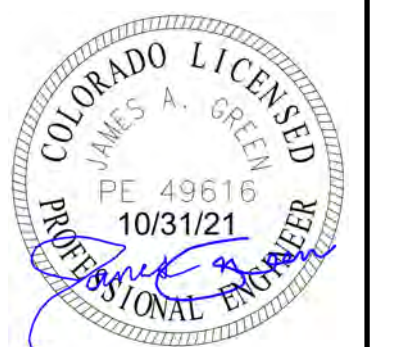
RIVERFRONT VILLAGE
 CONSTRUCTION DETAILS
 RIDGWAY, COLORADO



ENGINEERING LLC
 1309 E. 3rd Ave., #206
 Durango, CO 81301
 970-403-5088

PLAN NO.
CD-1

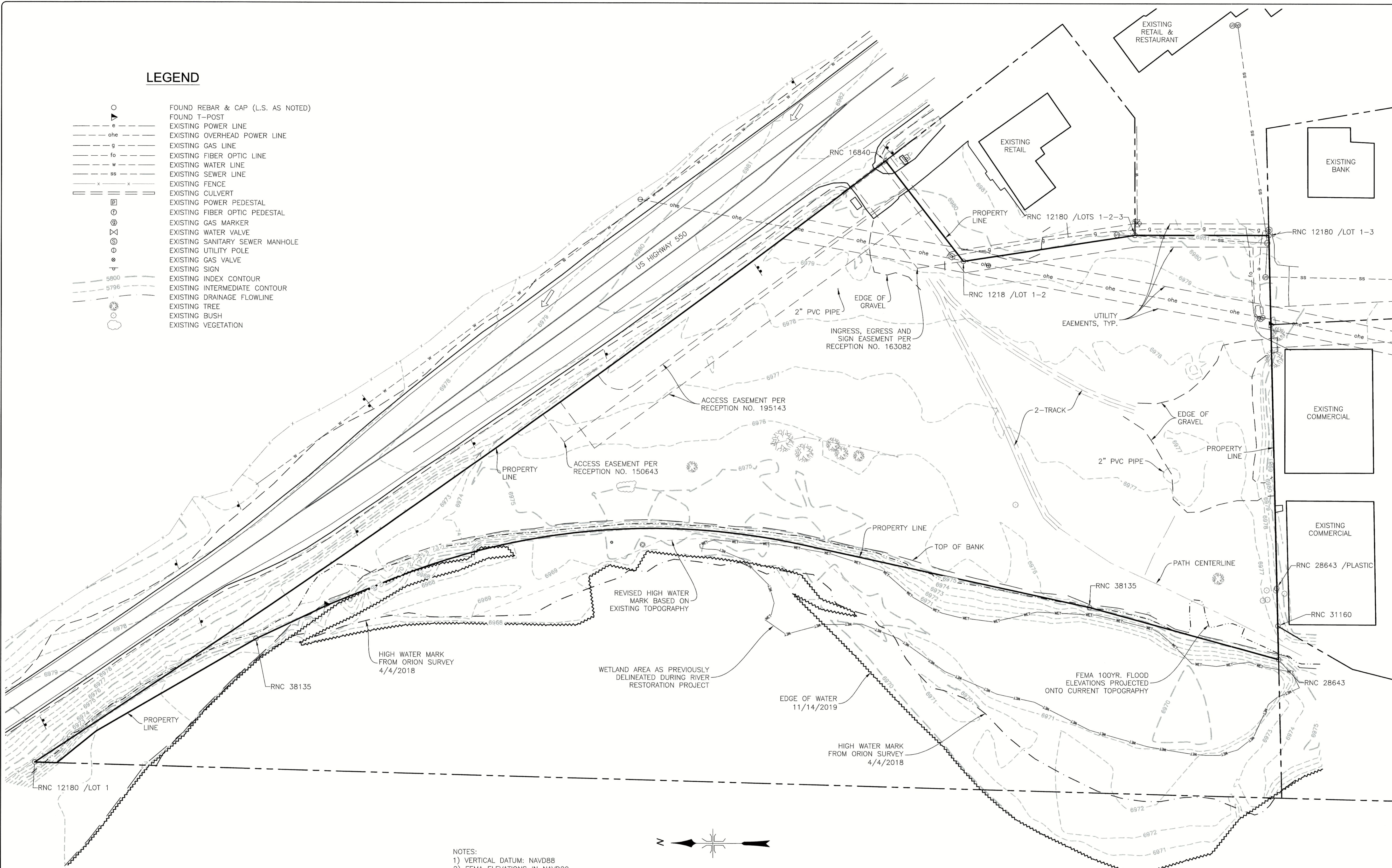
Sheet 23 of 21
 Project: RIVERFRONT VILLAGE
 Date: 6/23/2021
 Drawn By: CSS
 Checked By: JAG



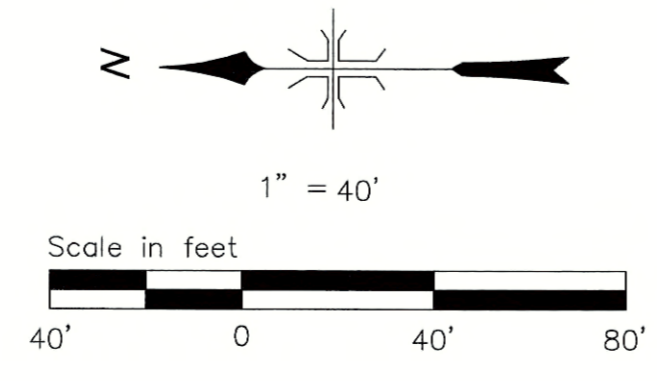
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LEGEND

- FOUND REBAR & CAP (L.S. AS NOTED)
- ▲ FOUND T-POST
- EXISTING POWER LINE
- ohe EXISTING OVERHEAD POWER LINE
- g EXISTING GAS LINE
- fo EXISTING FIBER OPTIC LINE
- w EXISTING WATER LINE
- ss EXISTING SEWER LINE
- x EXISTING FENCE
- EXISTING CULVERT
- EXISTING POWER PEDESTAL
- EXISTING FIBER OPTIC PEDESTAL
- EXISTING GAS MARKER
- EXISTING WATER VALVE
- EXISTING SANITARY SEWER MANHOLE
- EXISTING UTILITY POLE
- EXISTING GAS VALVE
- EXISTING SIGN
- 5900 EXISTING INDEX CONTOUR
- 5796 EXISTING INTERMEDIATE CONTOUR
- EXISTING DRAINAGE FLOWLINE
- EXISTING TREE
- EXISTING BUSH
- EXISTING VEGETATION



- NOTES:
- 1) VERTICAL DATUM: NAVD88
 - 2) FEMA ELEVATIONS IN NAVD29 CONVERTED TO NAVD88 USING VERTCON SHIFT OF 4.514 FEET
 - 3) FIELD WORK PERFORMED ON 11/14/2019; ACCURACY OF SURVEY ONLY CERTIFIED TO THIS DATE.

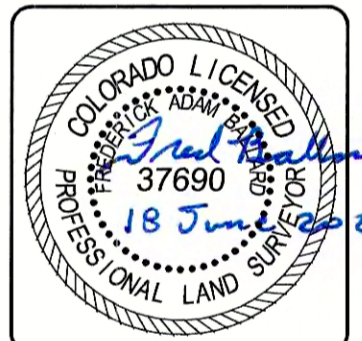


NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

NO	DATE	REVISIONS	BY

DMC
 DEL-MONT CONSULTANTS, INC.
 ENGINEERING SURVEYING
 122 Colorado Ave. Suite 100
 Fort Collins, CO 80504
 www.dmont.com | info@dmont.com

CREATED BY: PJI
 AS NOTED
 DATE ISSUED: 06-18-2020
 FILE NAME: 19180V_BASE.DWG
 DRAWN BY: PJI



ALPINE HOMES-RIDGWAY, LLC
 TAVACI VILLAGE
 RIDGWAY, COLORADO

**TOPOGRAPHIC SURVEY
 EXISTING CONDITIONS MAP**

DMC JOB NO.: 19150

SHEET NO.: 1

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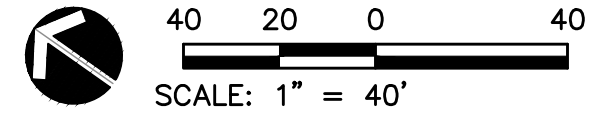
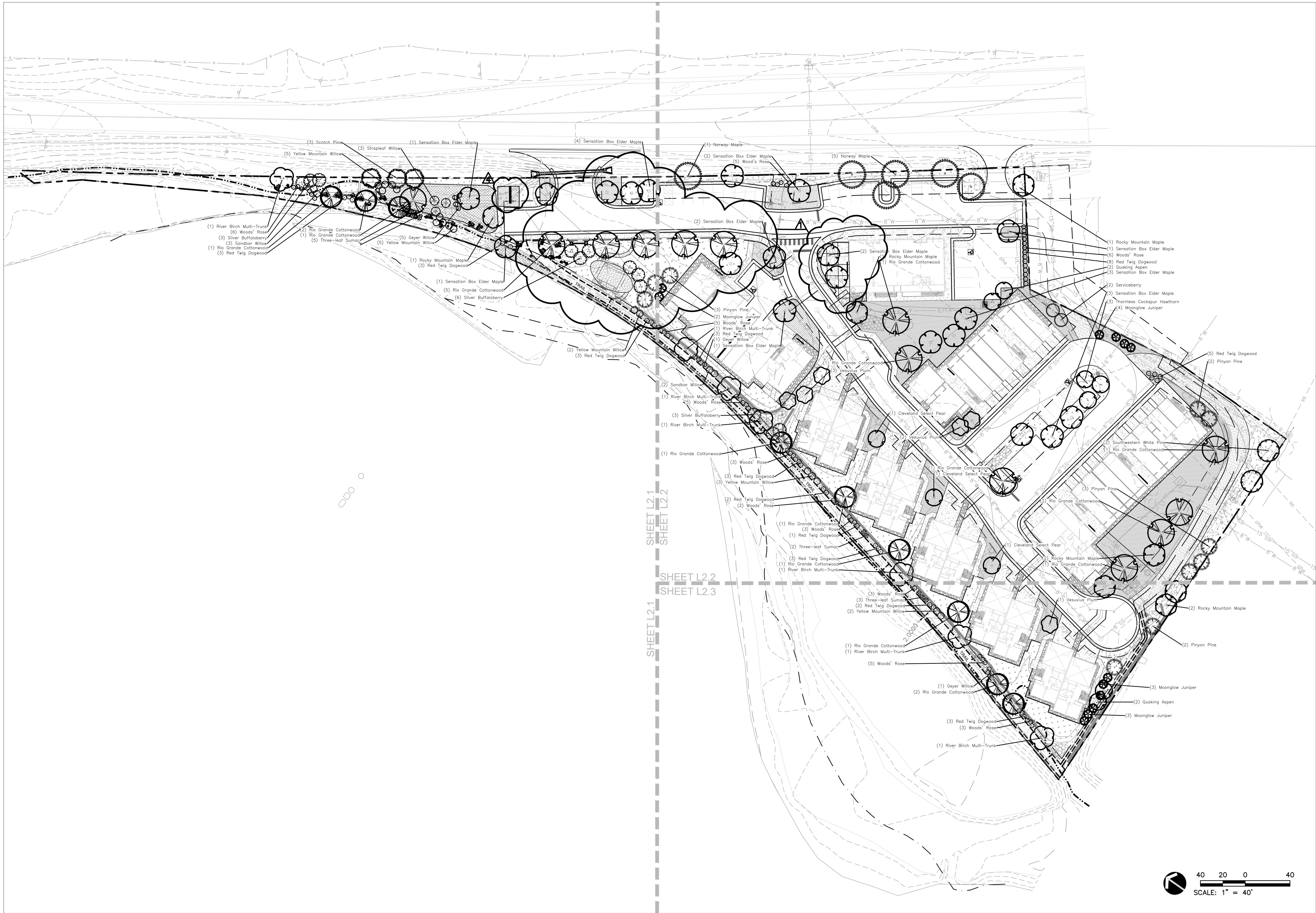
RIVERFRONT VILLAGE LOT 1, TRIANGLE SUBDIVISION RIDGWAY, COLORADO

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DESIGNED:	
DRAWN:	
CHECKED:	
REVISIONS:	
△ 04-09-21	△ 07-21-21
△ 06-15-21	△ 09-24-21
JOB DESCRIPTION: PRELIMINARY PLAT	

SHEET TITLE:
**OVERALL
 LANDSCAPE
 PLAN**

SHEET NUMBER:
L1.1

SHEET _____ OF _____



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 PLOT SIZE: 24" x 36"

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 PLOT SCALE: 1" = 40'
 PLOT SIZE: 24" x 36"

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RIVERFRONT VILLAGE
LOT 1, TRIANGLE SUBDIVISION
 RIDGWAY, COLORADO

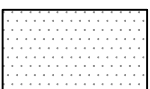




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 DRAWN: RM/GW
 CHECKED: WC
 REVISIONS:
 04-09-21 07-21-21
 06-15-21 09-24-21
 JOB DESCRIPTION:
 PRELIMINARY PLAT

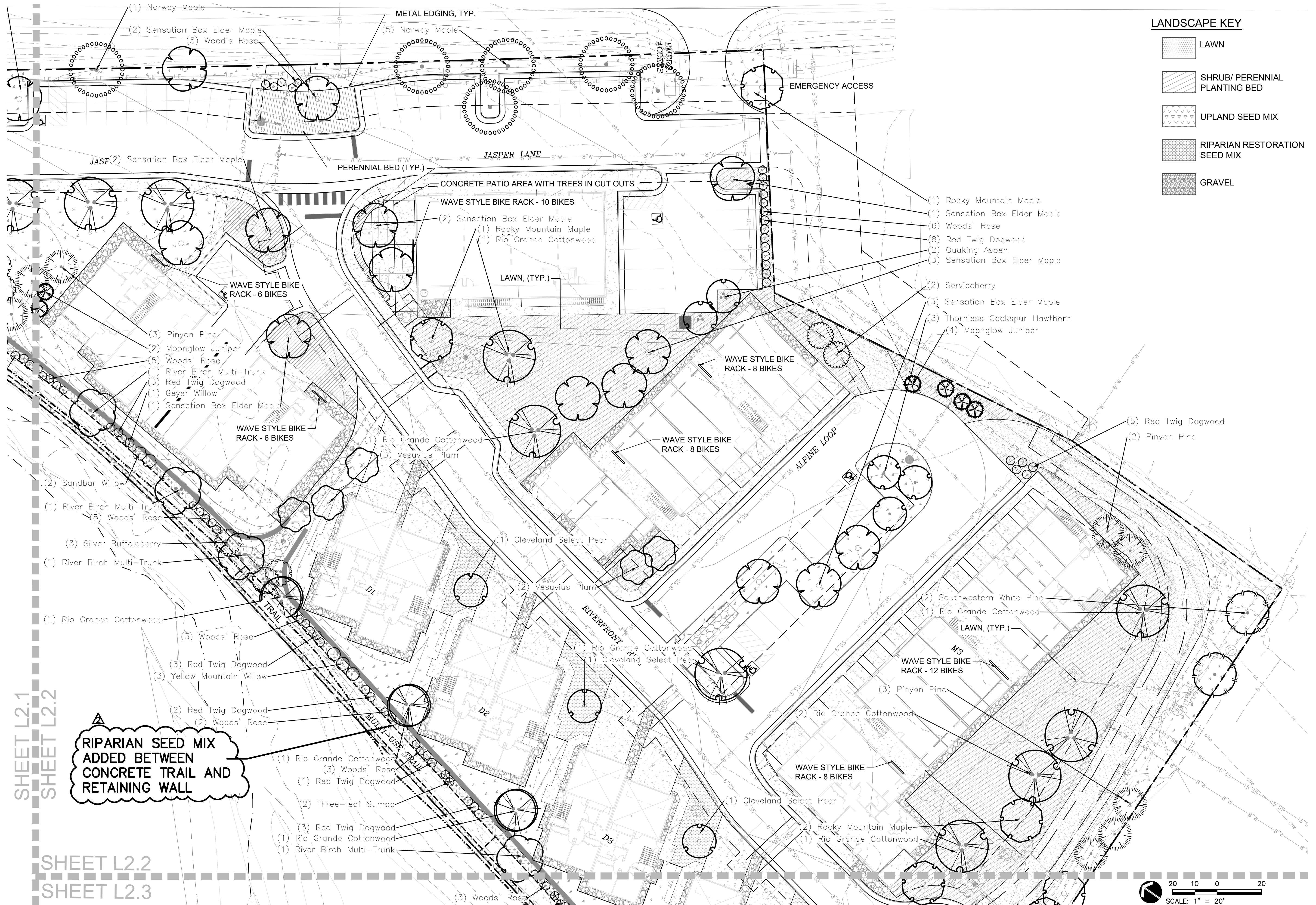
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**LANDSCAPE
 PLANTING
 PLAN**
 SHEET NUMBER:

L1.3

SHEET _____ OF _____

LANDSCAPE KEY

-  LAWN
-  SHRUB/ PERENNIAL PLANTING BED
-  UPLAND SEED MIX
-  RIPARIAN RESTORATION SEED MIX
-  GRAVEL



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SHEET L2.1
 SHEET L2.2
 SHEET L2.2
 SHEET L2.3

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RIVERFRONT VILLAGE
LOT 1, TRIANGLE SUBDIVISION
 RIDGWAY, COLORADO

PROJECT NUMBER: 20139 DATE: 11-19-20
 DESIGNED: SC
 DRAWN: RM/GW
 CHECKED: WC

REVISIONS:
 04-09-21 07-21-21
 06-15-21 09-24-21

JOB DESCRIPTION:
 PRELIMINARY PLAN

SHEET TITLE:
LANDSCAPE PLANTING PLAN

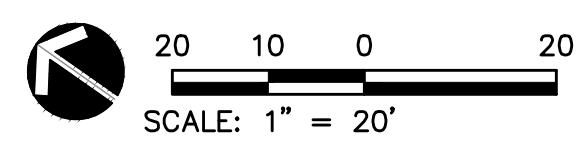
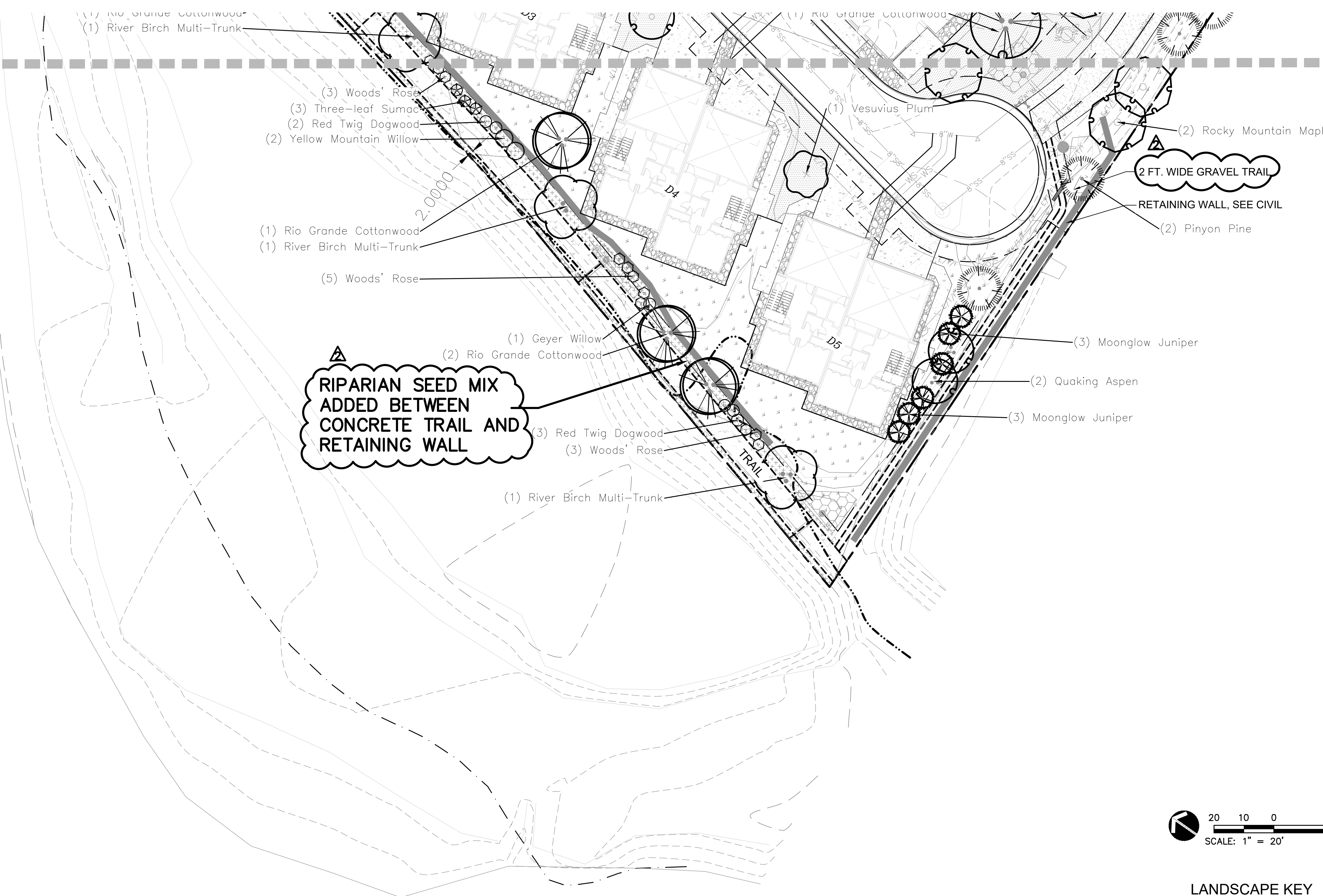
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L1.4

SHEET L2.2
 SHEET L2.3

SHEET L2.1

PLANTING NOTES:
 1. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.01.
 2. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.02.
 3. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.03.
 4. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.04.
 5. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.05.
 6. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.06.
 7. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.07.
 8. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.08.
 9. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.09.
 10. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.10.

PLANTING NOTES:
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 2. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.02.
 3. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.03.
 4. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.04.
 5. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.05.
 6. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.06.
 7. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.07.
 8. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.08.
 9. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.09.
 10. All plantings shall be installed in accordance with the City of Durango Landscape Ordinance, Chapter 10.10.



LANDSCAPE KEY

- LAWN
- SHRUB/ PERENNIAL PLANTING BED
- UPLAND SEED MIX
- RIPARIAN RESTORATION SEED MIX
- GRAVEL

SEED MIXES

Upland Seed Mix			
Scientific Name	Common Name	Percentage	Seeding Rate PLS Lbs./acre
<i>Pascopyrum smithii</i>	Western Wheatgrass	30%	6.6
<i>Pseudoregneria spicata</i>	Bluebunch Wheatgrass ("seca" variety)	20%	4.4
<i>Elymus trachycaulus</i>	Slender Wheatgrass	15%	3.3
<i>Nassella viridula</i>	Green Needlegrass	15%	3.3
<i>Festuca idahoensis</i>	Idaho Fescue	5%	1.1
<i>Oryzopsis hymenoides</i>	Indian Ricegrass	5%	1.1
<i>Andropogon scoparius</i>	Little Bluestem	5%	1.1
<i>Koeleria macrantha</i>	Prairie Junegrass	5%	1.1
TOTAL		100%	22

Riparian Restoration Seed Mix			
Scientific Name	Common Name	Percentage	Seeding Rate PLS Lbs./acre
<i>Deschampsia caespitosa</i>	Tufted Hairgrass	30%	10.8
<i>Elymus lanceolatus</i>	Streambank Wheatgrass	20%	7.2
<i>Pascopyron smithii</i>	Western Wheatgrass	20%	7.2
<i>Carex utriculata</i>	Beaked Sedge	10%	3.6
<i>Juncus balticus</i>	Baltic Rush	10%	3.6
<i>Poa palustris</i>	Fowl Bluegrass	10%	3.6
TOTAL		100%	36

**RIVERFRONT VILLAGE
 LOT 1, TRIANGLE SUBDIVISION
 RIDGWAY, COLORADO**

PROJECT NUMBER: DATE

20139 KJD 11-19-20
 KJD
 CHECKED: JSB

REVISIONS:
 Δ 04-09-21 Δ 08-26-21
 Δ 06-15-21 Δ 09-24-21

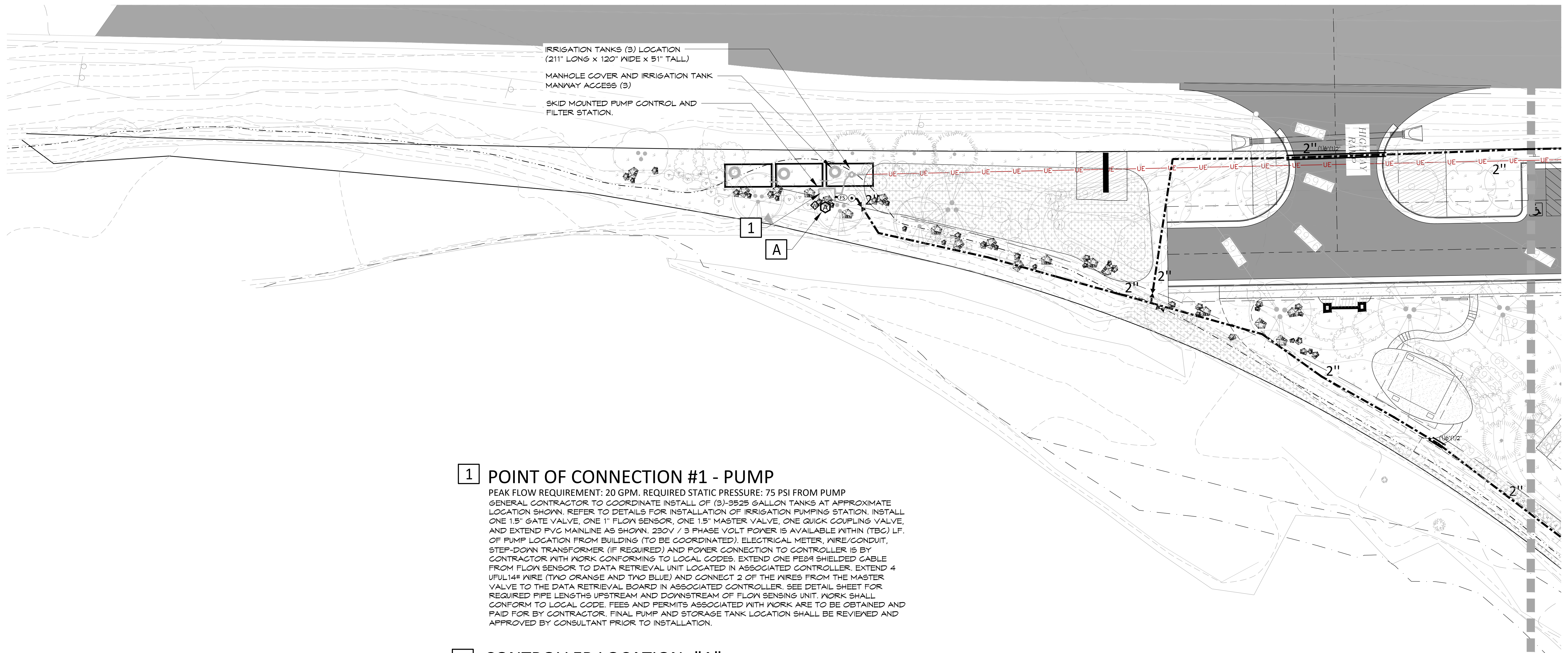
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 PRELIMINARY PLAT

SHEET TITLE:
 IRRIGATION PLAN

SHEET NUMBER:

IR-1

SHEET 2 OF



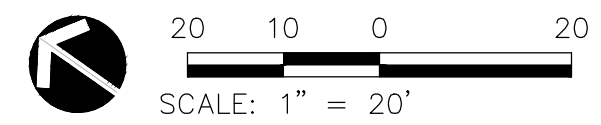
IRRIGATION TANKS (3) LOCATION
 (211" LONG x 120" WIDE x 51" TALL)
 MANHOLE COVER AND IRRIGATION TANK
 MANWAY ACCESS (3)
 SKID MOUNTED PUMP CONTROL AND
 FILTER STATION.

1 POINT OF CONNECTION #1 - PUMP

PEAK FLOW REQUIREMENT: 20 GPM. REQUIRED STATIC PRESSURE: 75 PSI FROM PUMP
 GENERAL CONTRACTOR TO COORDINATE INSTALL OF (3)-3525 GALLON TANKS AT APPROXIMATE LOCATION SHOWN. REFER TO DETAILS FOR INSTALLATION OF IRRIGATION PUMPING STATION. INSTALL ONE 1.5" GATE VALVE, ONE 1" FLOW SENSOR, ONE 1.5" MASTER VALVE, ONE QUICK COUPLING VALVE, AND EXTEND PVC MAINLINE AS SHOWN. 230V / 3 PHASE VOLT POWER IS AVAILABLE WITHIN (TBC) LF. OF PUMP LOCATION FROM BUILDING (TO BE COORDINATED). ELECTRICAL METER, WIRE/CONDUIT, STEP-DOWN TRANSFORMER (IF REQUIRED) AND POWER CONNECTION TO CONTROLLER IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. EXTEND ONE PE89 SHIELDED CABLE FROM FLOW SENSOR TO DATA RETRIEVAL UNIT LOCATED IN ASSOCIATED CONTROLLER. EXTEND 4 UFPL14# WIRE (TWO ORANGE AND TWO BLUE) AND CONNECT 2 OF THE WIRES FROM THE MASTER VALVE TO THE DATA RETRIEVAL BOARD IN ASSOCIATED CONTROLLER. SEE DETAIL SHEET FOR REQUIRED PIPE LENGTHS UPSTREAM AND DOWNSTREAM OF FLOW SENSING UNIT. WORK SHALL CONFORM TO LOCAL CODE. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR. FINAL PUMP AND STORAGE TANK LOCATION SHALL BE REVIEWED AND APPROVED BY CONSULTANT PRIOR TO INSTALLATION.

A CONTROLLER LOCATION - "A"

PEDESTAL MOUNT ONE CONTROLLER (REFER TO SCHEDULE FOR MODEL & STATION COUNT), REMOTE READY, AT INDICATED LOCATION. 120 VOLT POWER IS AVAILABLE WITHIN (TBC) LF. OF CONTROLLER LOCATION FROM BUILDING (TO BE COORDINATED). ELECTRICAL METER, WIRE/CONDUIT, STEP-DOWN TRANSFORMER (IF REQUIRED) AND POWER CONNECTION TO CONTROLLER IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. EXTEND PE89 SHIELDED CABLE FROM THE FLOW SENSOR AND 4 #14 UFPL WIRES (TWO BLUE AND TWO ORANGE) FROM MASTER VALVE TO ASSOCIATED CONTROLLER. CONNECT WIRES TO THE APPROPRIATE SENSOR INPUT PORTS. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION. MOUNT ONE WEATHERMATIC WEATHER STATION SENSOR ON POLES WHERE THERE IS 20 FT. OF CLEARANCE FROM ANY OVERHANG OR OBSTRUCTING FEATURE. INSTALL SENSOR RECEIVER IN CONTROLLER ENCLOSURE. FINAL CONTROLLER AND SENSOR LOCATION SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION.



REFER TO SHEET

- IR-0 IRRIGATION NOTES
- IR-0 IRRIGATION SCHEDULE
- IR-10 - IR3 IRRIGATION PLANS
- IR-4 - IR6 IRRIGATION DETAILS
- IR-7 IRRIGATION PUMP DETAILS



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CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG. GRADE, OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



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SHEET IR-1
 SHEET IR-2

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DATE: 11/19/20
 DRAWN BY: KJD
 CHECKED BY: JSB

PROJECT: RIVERFRONT VILLAGE
 LOT 1, TRIANGLE SUBDIVISION
 RIVERFRONT DRIVE, ALPINE LOOP, JASPER LANE, MULTITURN DRIVE

SCALE: 1" = 20'
 SHEET IR-2 OF 3



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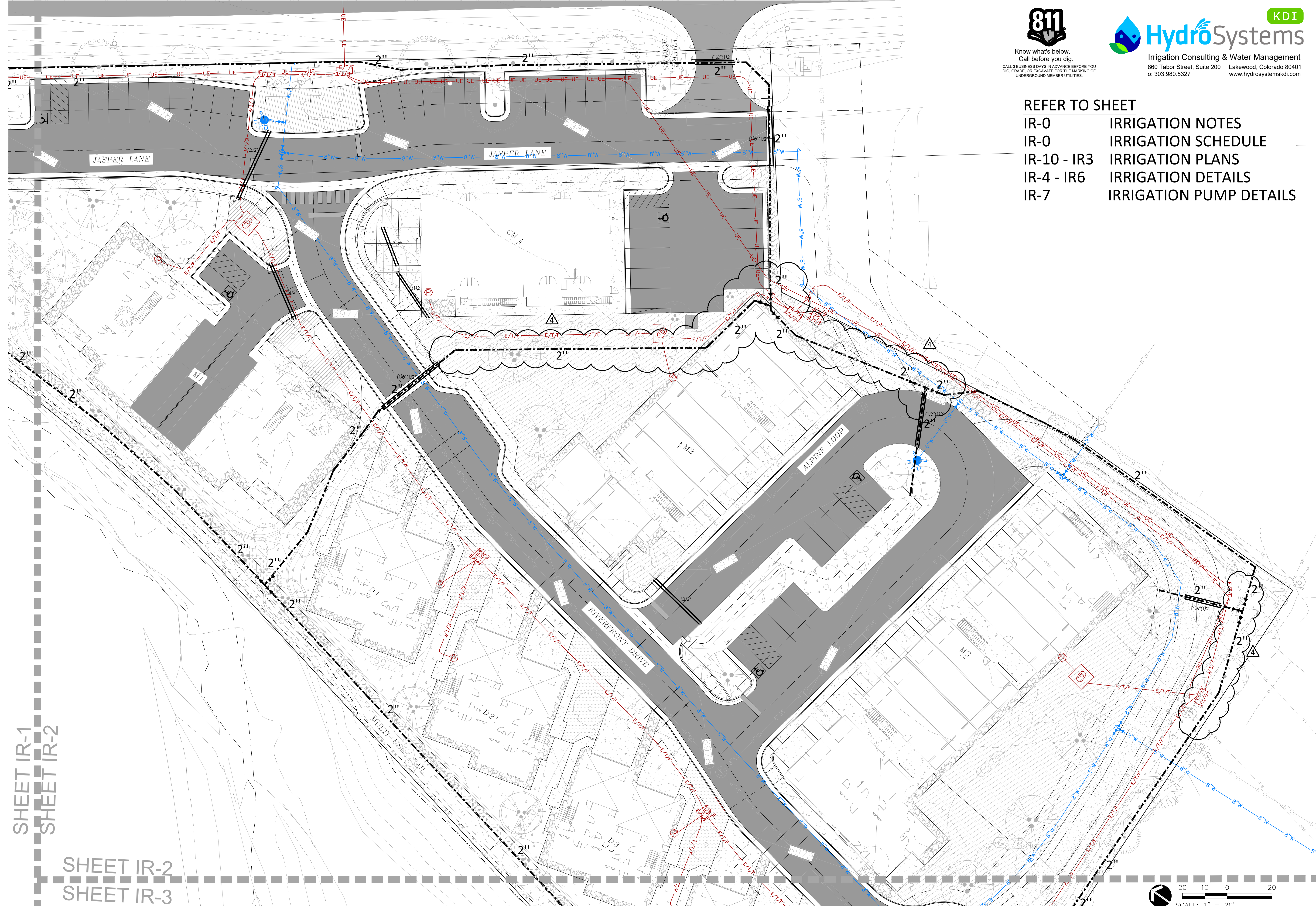
DHM DESIGN

1309 East 3rd Avenue
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 Durango, CO 81301
 970.385.4219
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IR-0	IRRIGATION NOTES
IR-0	IRRIGATION SCHEDULE
IR-10 - IR3	IRRIGATION PLANS
IR-4 - IR6	IRRIGATION DETAILS
IR-7	IRRIGATION PUMP DETAILS



SHEET IR-1
 SHEET IR-2
 SHEET IR-2
 SHEET IR-3

RIVERFRONT VILLAGE
 LOT 1, TRIANGLE SUBDIVISION
 RIDGWAY, COLORADO

PROJECT NUMBER:	DATE
20139	11-19-20
DESIGNED BY: KJD	
DRAWN BY: KJD	
CHECKED BY: JSB	
REVISIONS:	
▲ 04-09-21	▲ 08-26-21
▲ 06-15-21	▲ 09-24-21
JOB DESCRIPTION:	
PRELIMINARY PLAT	
SHEET TITLE:	
IRRIGATION PLAN	
SHEET NUMBER:	
IR-2	
SHEET 3 OF	

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RIVERFRONT VILLAGE LOT 1, TRIANGLE SUBDIVISION RIDGWAY, COLORADO

PROJECT NUMBER: DATE

20139: KJD 11-19-20
DRAWN: KJD
CHECKED: JSB

REVISIONS:

▲ 04-09-21 ▲ 08-26-21
▲ 06-15-21 ▲ 09-24-21

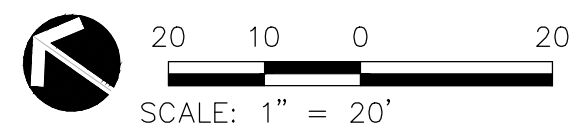
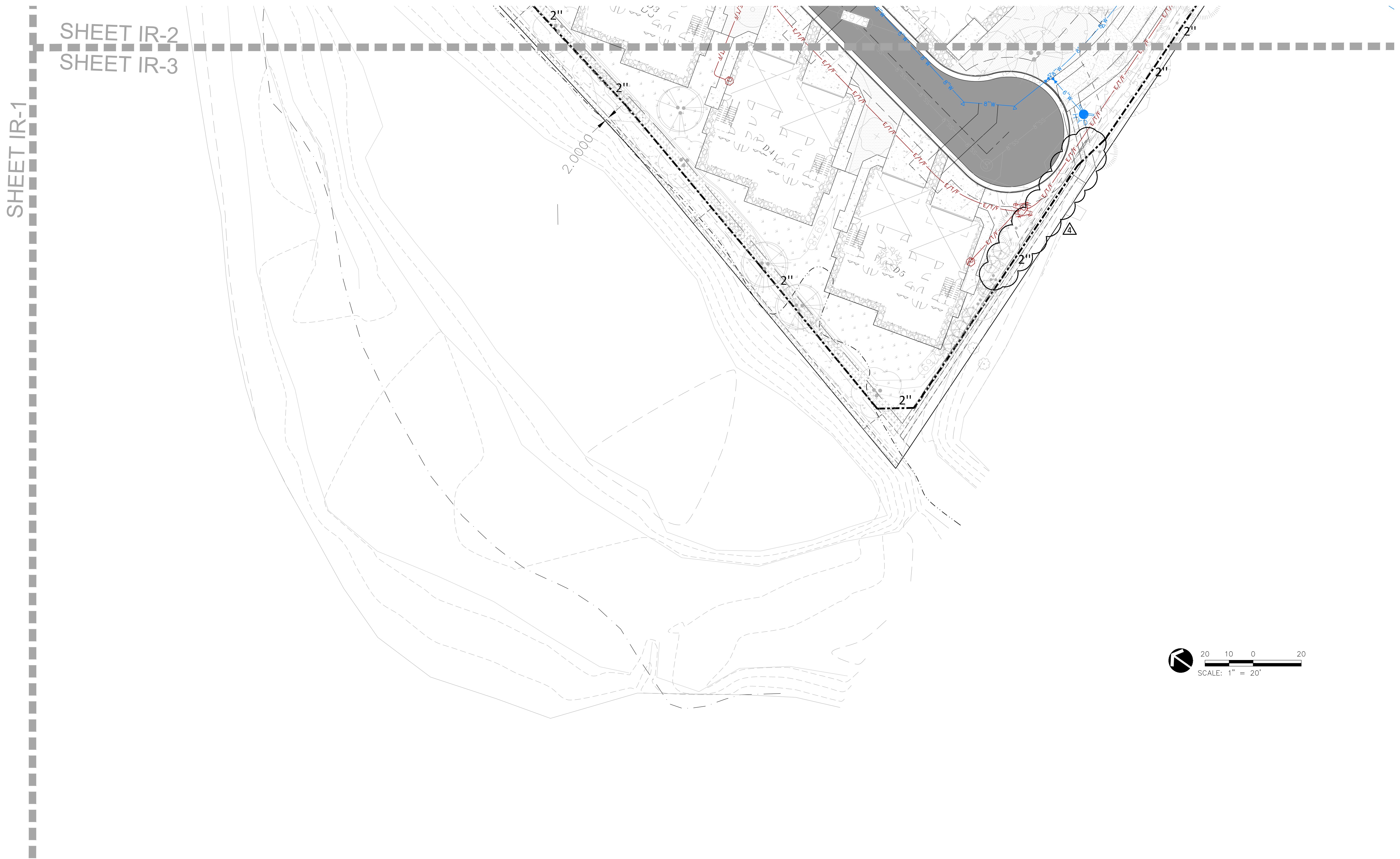
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IRRIGATION PLAN

SHEET NUMBER:

IR-3

SHEET 4 OF _____



- REFER TO SHEET**
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 - IR-0 IRRIGATION SCHEDULE
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PROJECT NUMBER: DATE

20139 KJD 11-19-20
DRAWN: KJD
CHECKED: JSB

REVISIONS:
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C 06-15-21 D 09-24-21

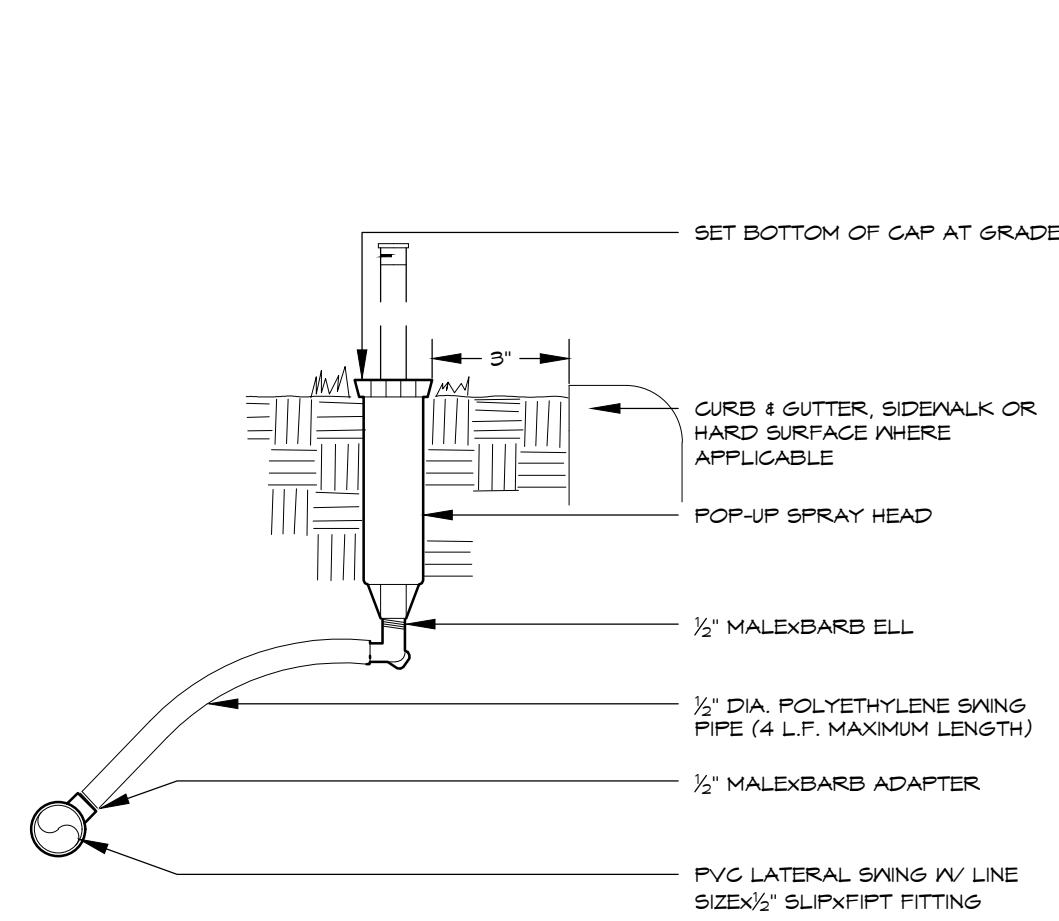
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IRRIGATION DETAILS

SHEET NUMBER:

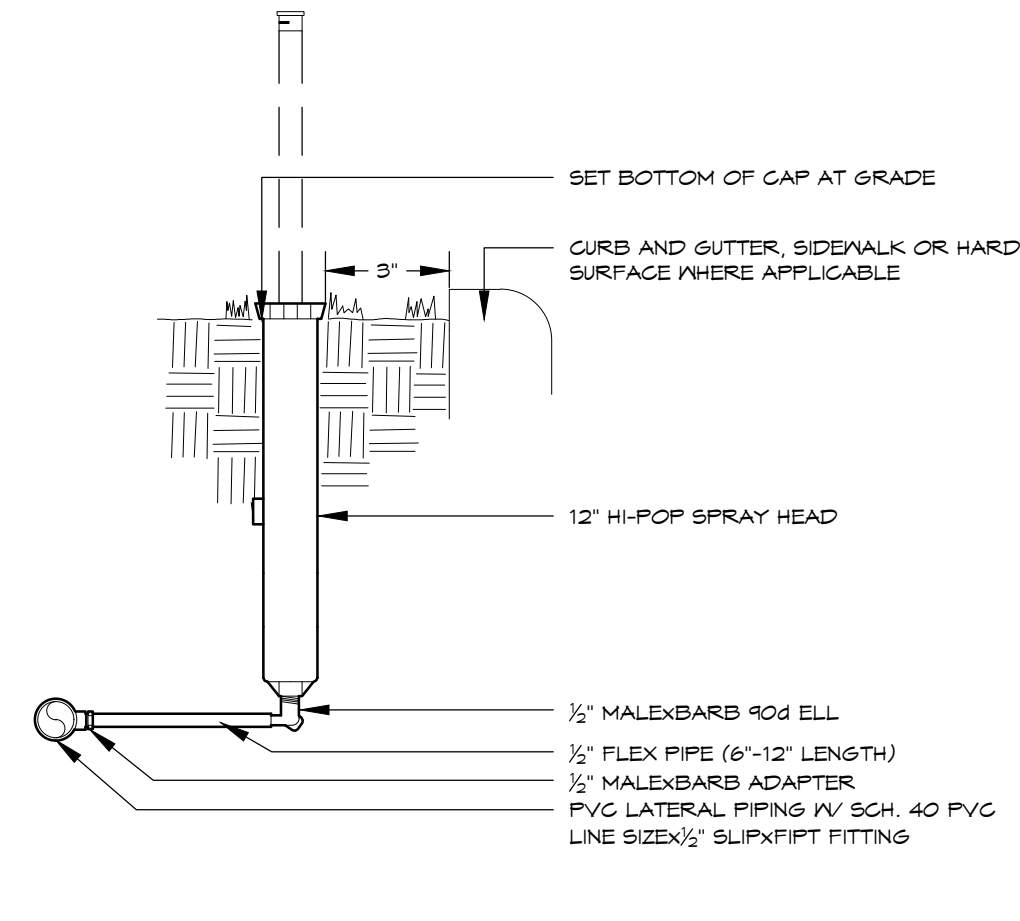
IR-4

SHEET 5 OF



NOTE:
• SET HEAD PERPENDICULAR TO FINISH GRADE.
• APPLY TEFLON TAPE TO MALE PVC THREADED FITTINGS.
• DOUBLE CLAMP 1/2" & 2" DIAMETER FITTINGS.

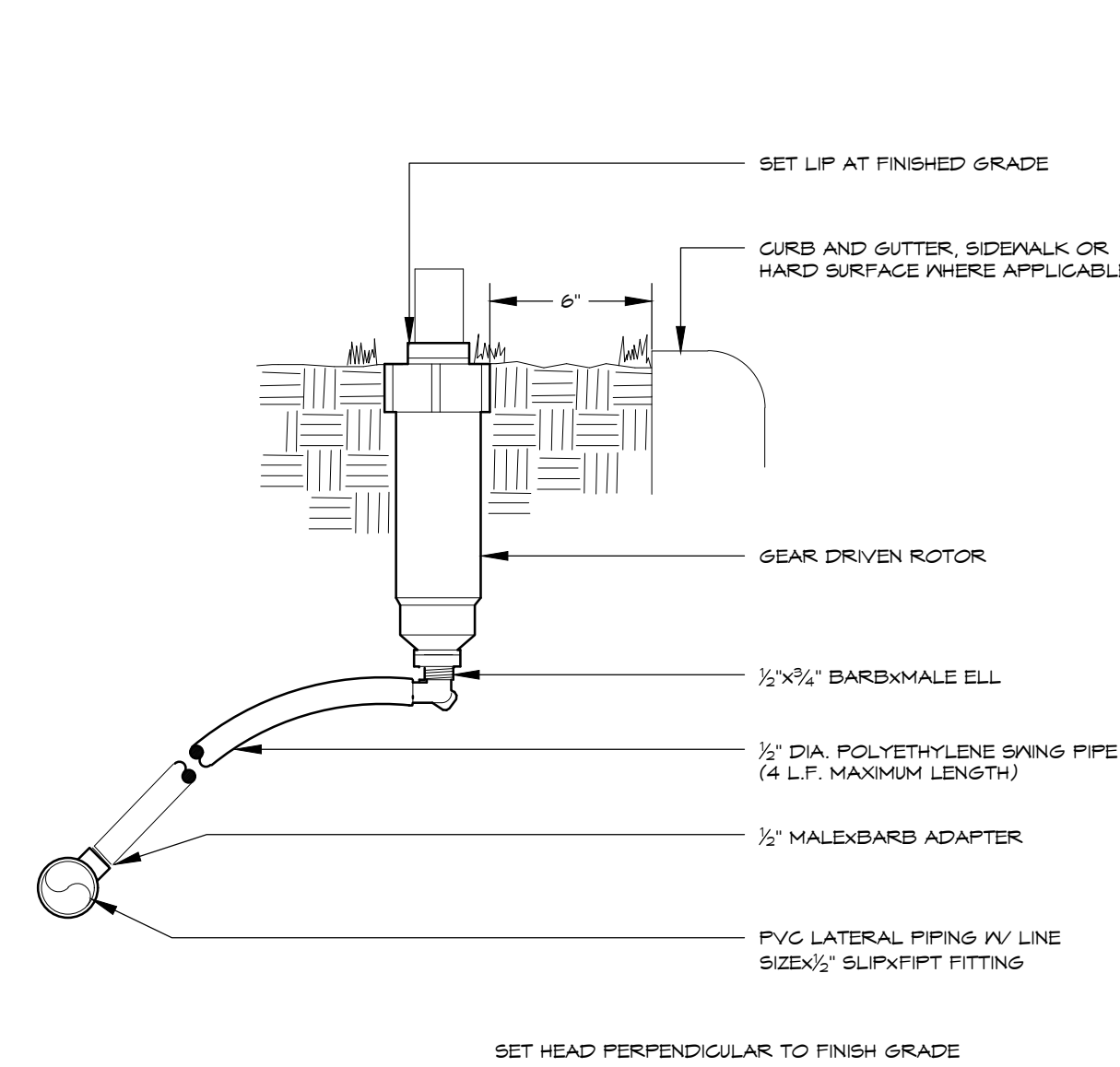
POP-UP SPRAY HEAD



NOTE:
• SET HEAD PERPENDICULAR TO FINISH GRADE SWING.
• FLEX PIPE SHALL BE ATTACHED TO BOTTOM SPRAY HEAD INLET ONLY.
• APPLY TEFLON TAPE TO ALL MALE PVC THREADED FITTINGS AND NIPPLES.

HI-POP SPRAY HEAD

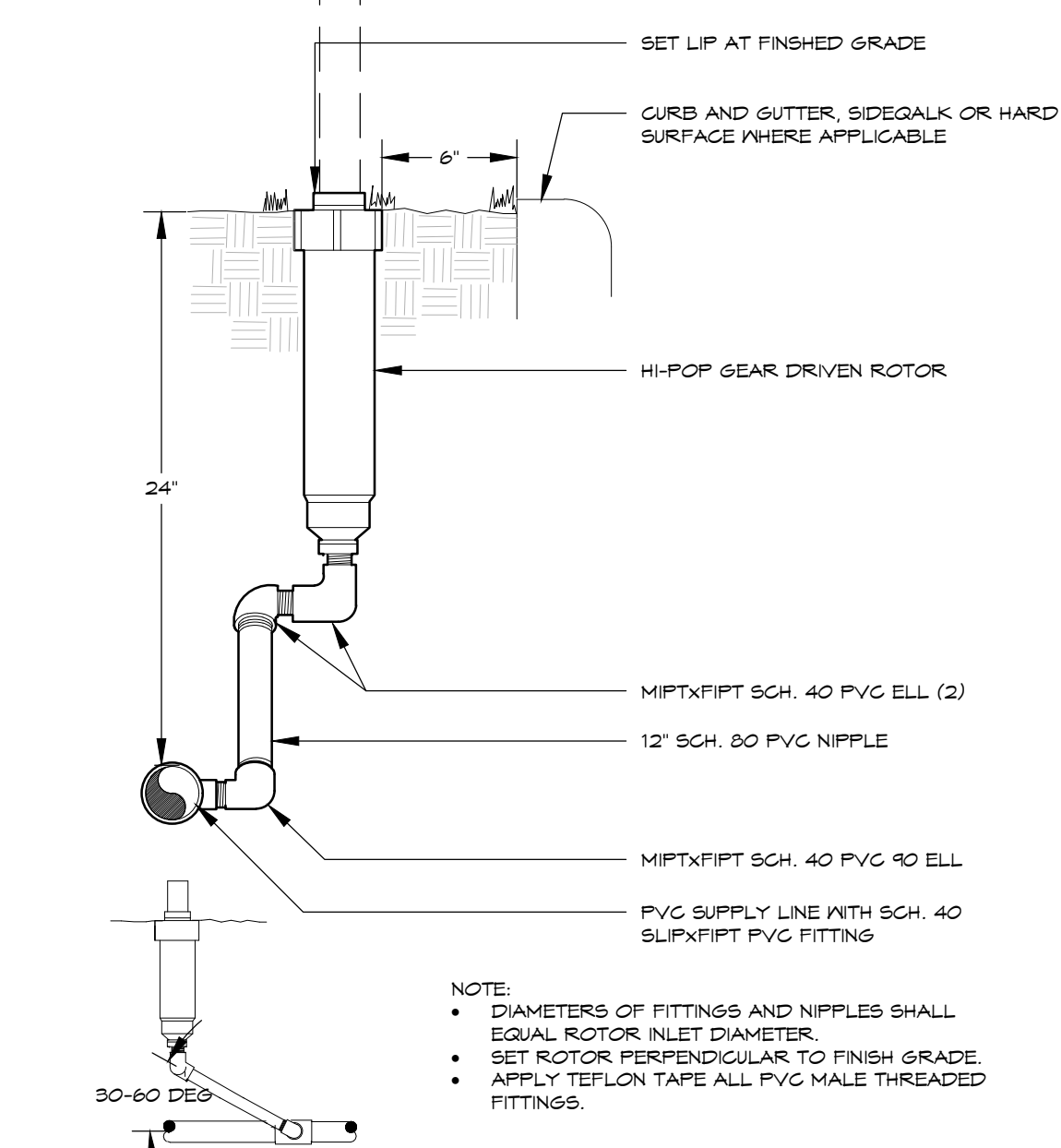
SWING PIPE - PVC



SET HEAD PERPENDICULAR TO FINISH GRADE

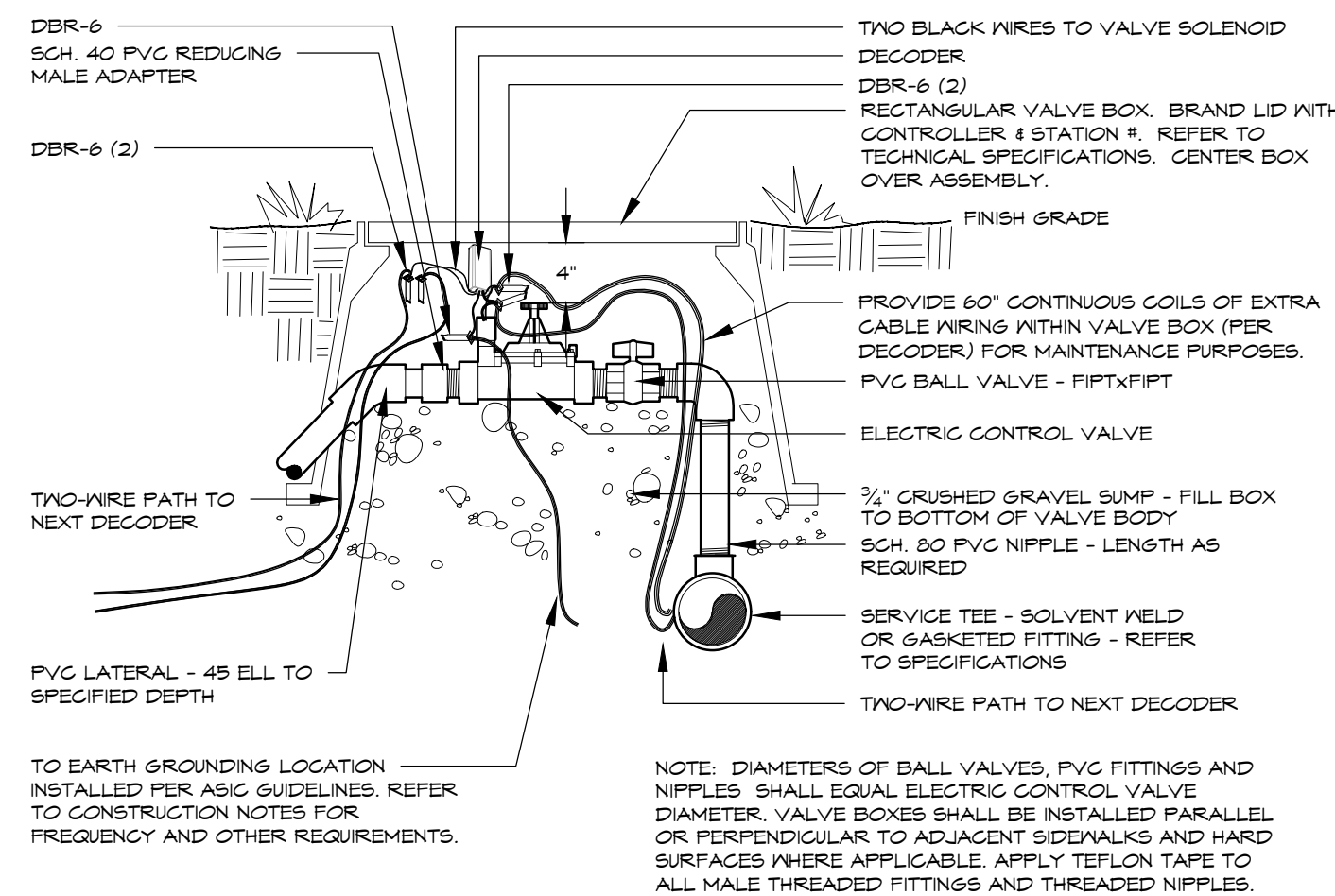
GEAR DRIVEN ROTOR

SWING PIPE - PVC



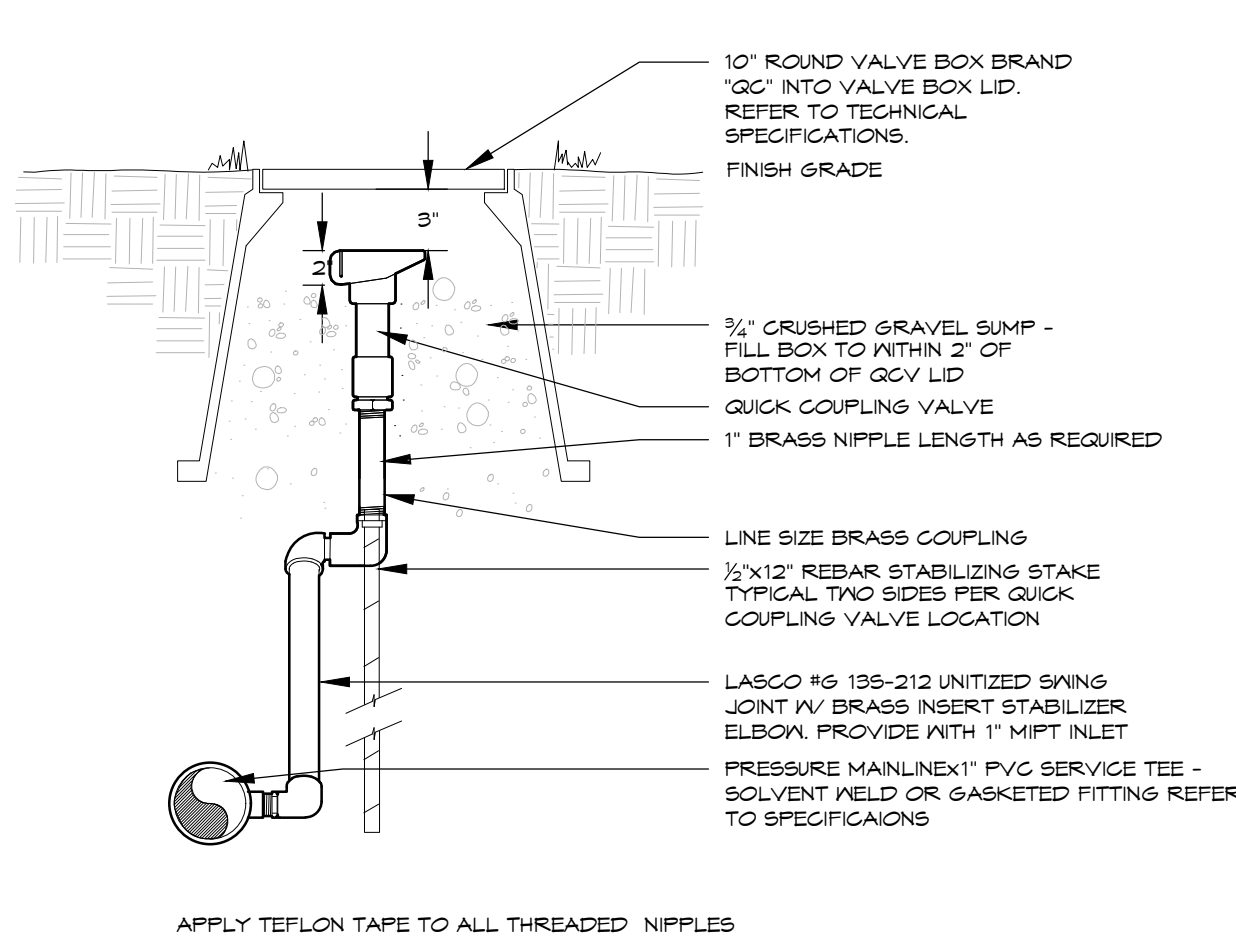
NOTE:
• DIAMETERS OF FITTINGS AND NIPPLES SHALL EQUAL ROTOR INLET DIAMETER.
• SET ROTOR PERPENDICULAR TO FINISH GRADE.
• APPLY TEFLON TAPE ALL PVC MALE THREADED FITTINGS.

HI-POP GEAR DRIVEN ROTOR

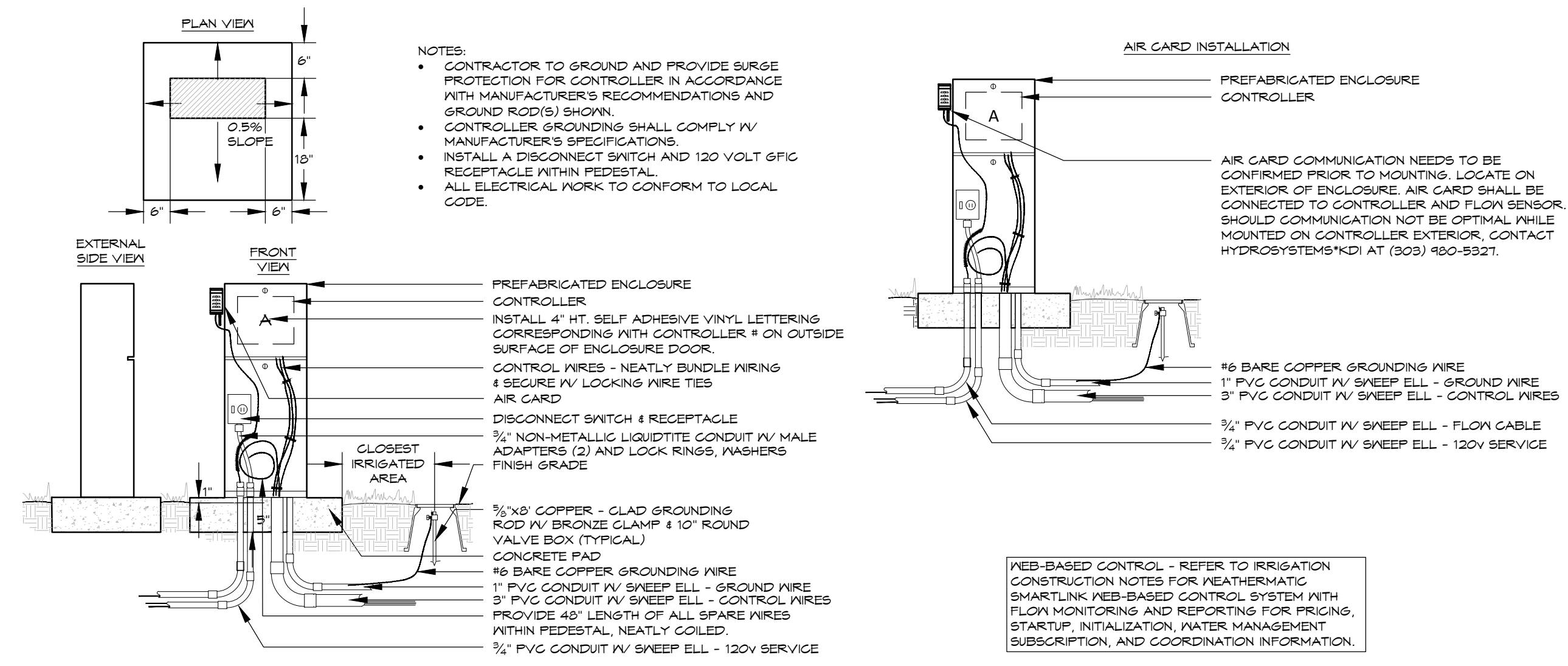


ELECTRIC CONTROL VALVE

TWO-WIRE SYSTEM - PVC PIPE

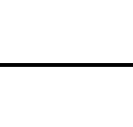


QUICK COUPLING VALVE



ELECTRIC CONTROLLER

PEDESTAL



REFER TO SHEET

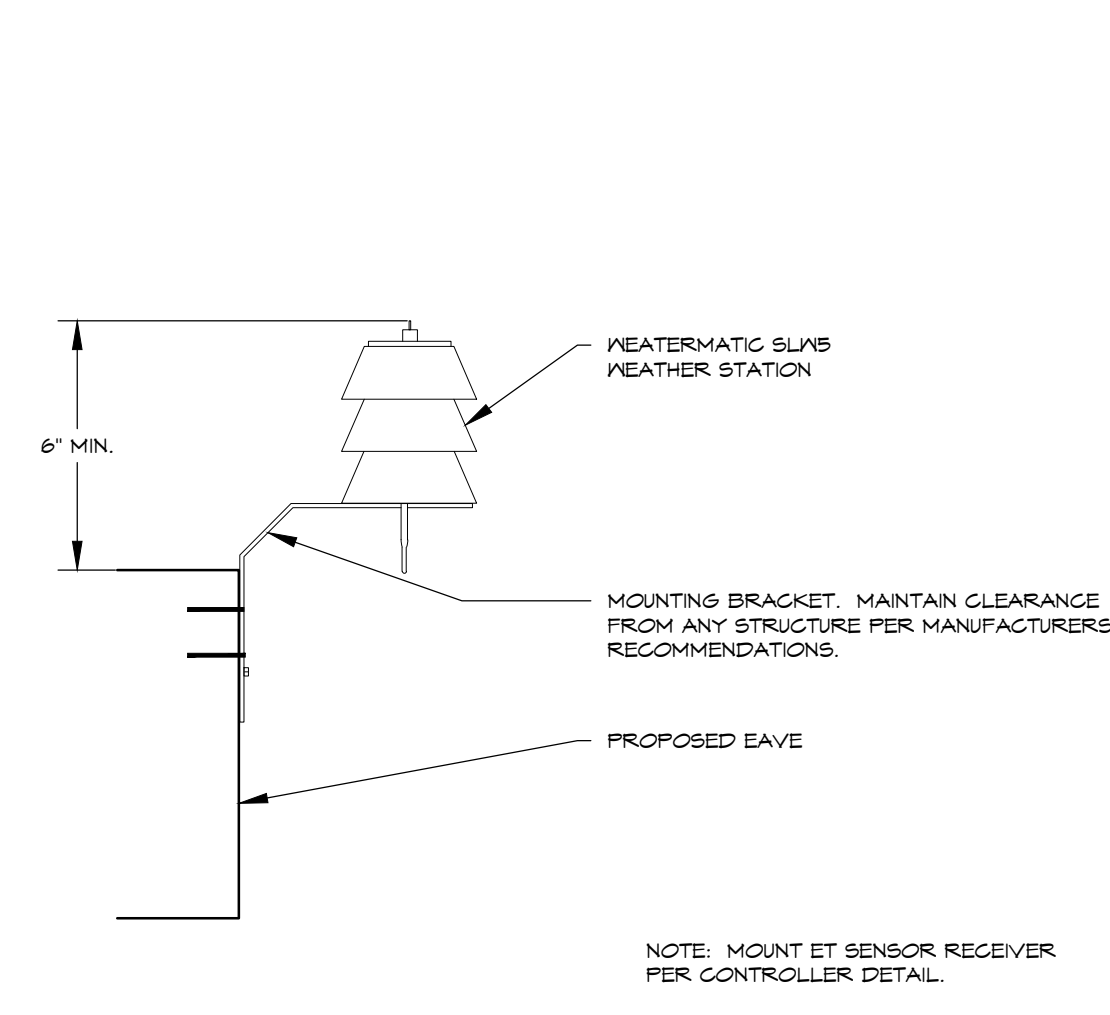
- IR-0 IRRIGATION NOTES
- IR-0 IRRIGATION SCHEDULE
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- IR-4 - IR6 IRRIGATION DETAILS
- IR-7 IRRIGATION PUMP DETAILS



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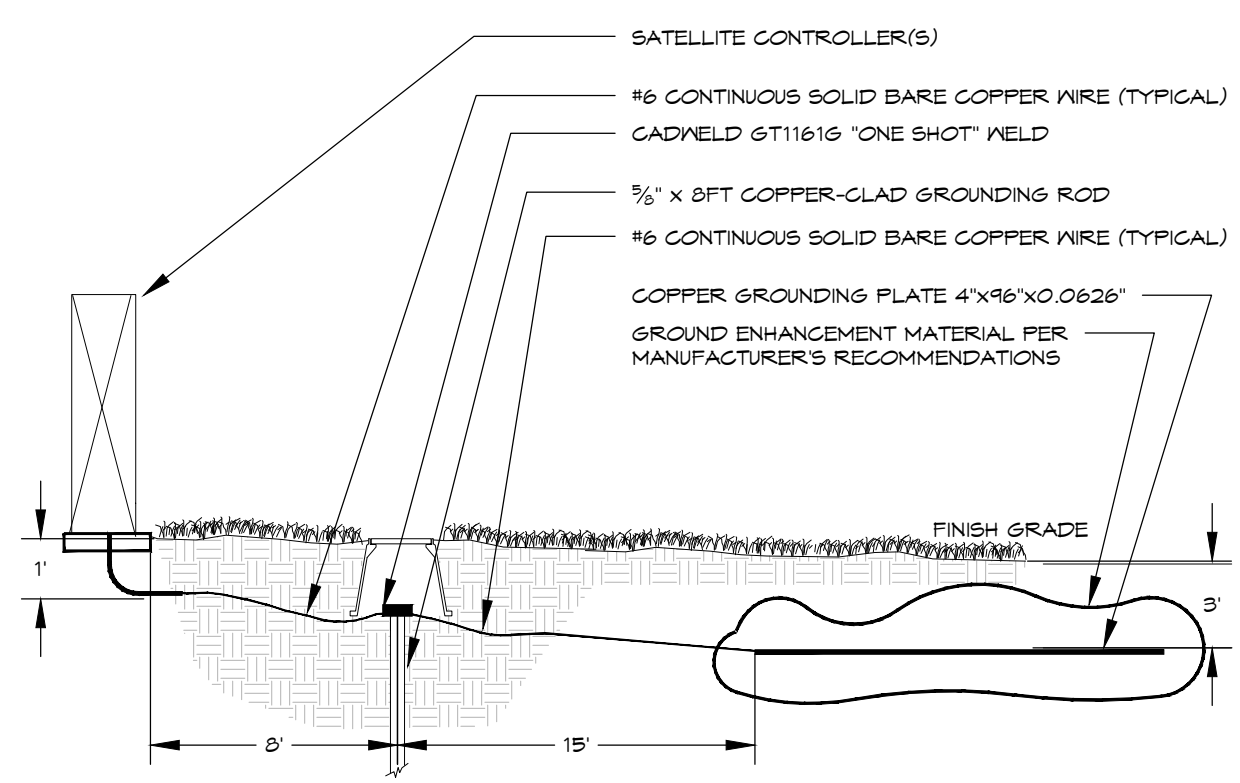


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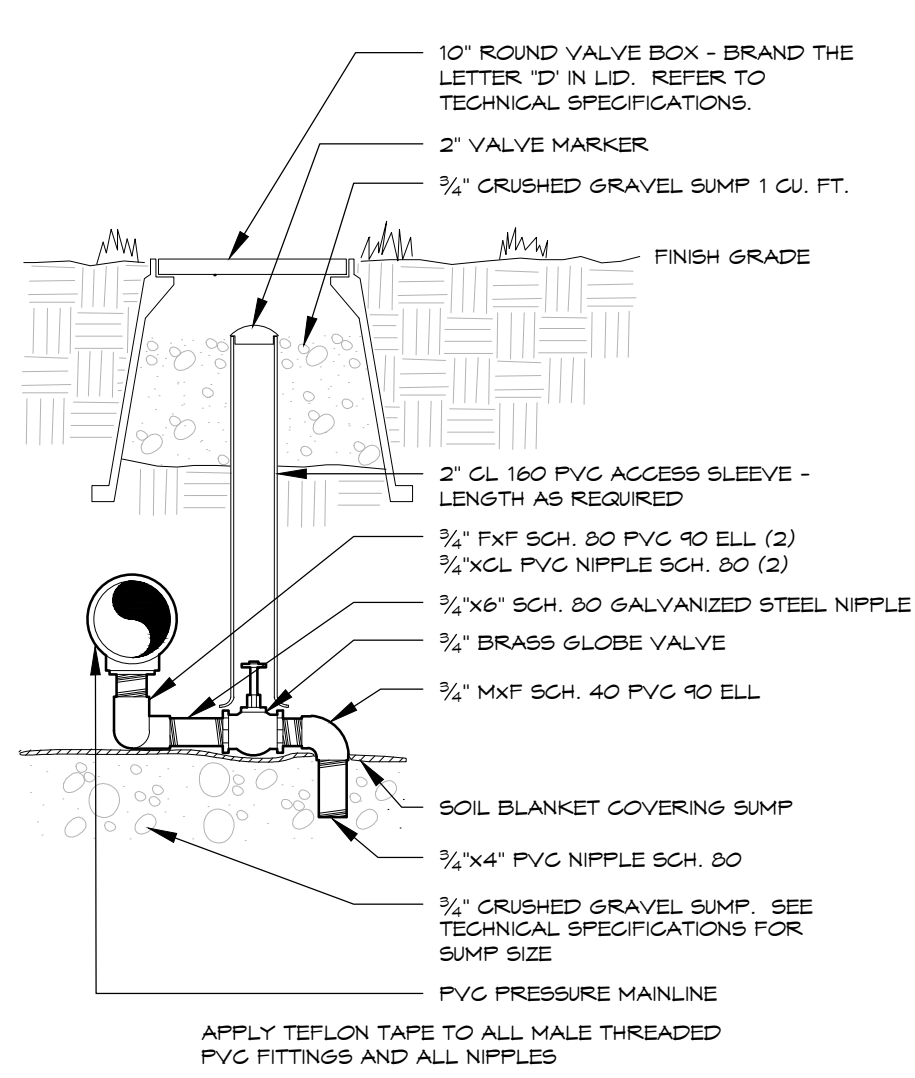
WEATHER SENSOR

8



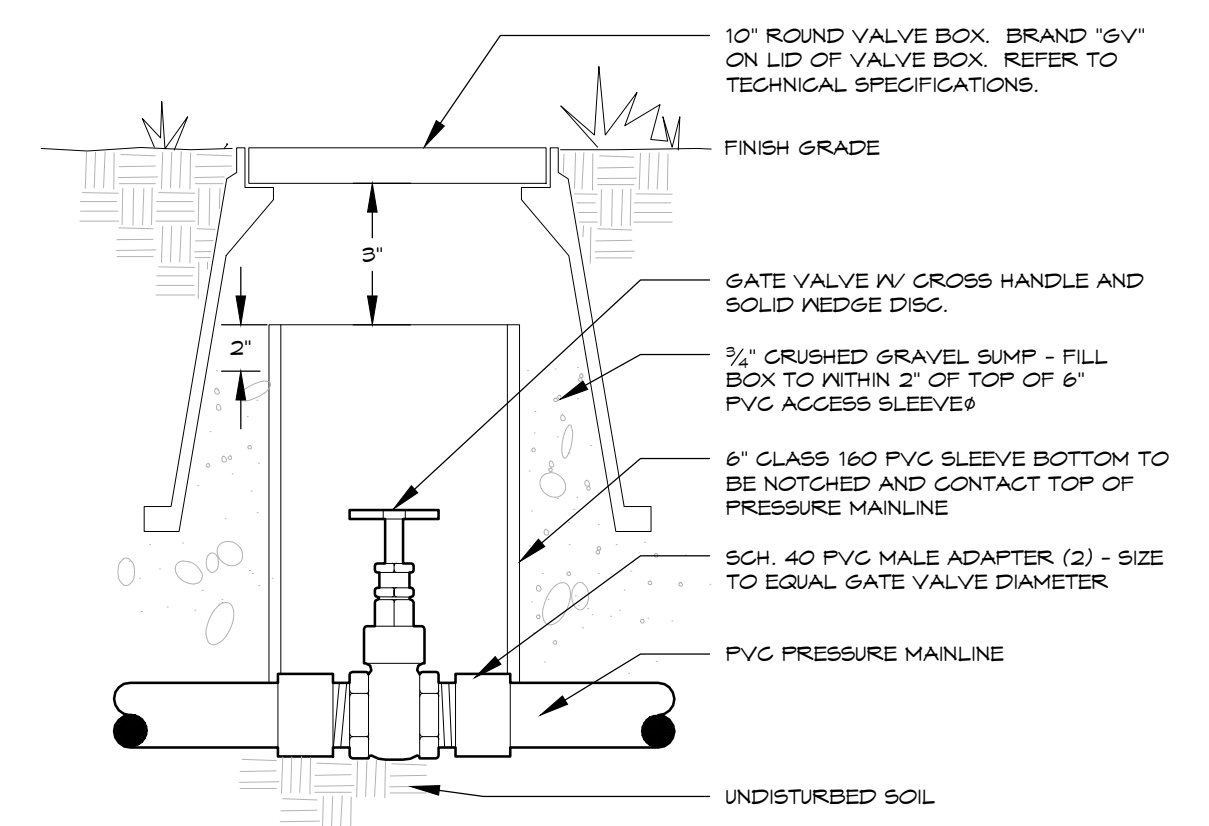
CONTROLLER GROUNDING
TWO-WIRE SYSTEM - Pedestal Mount

9



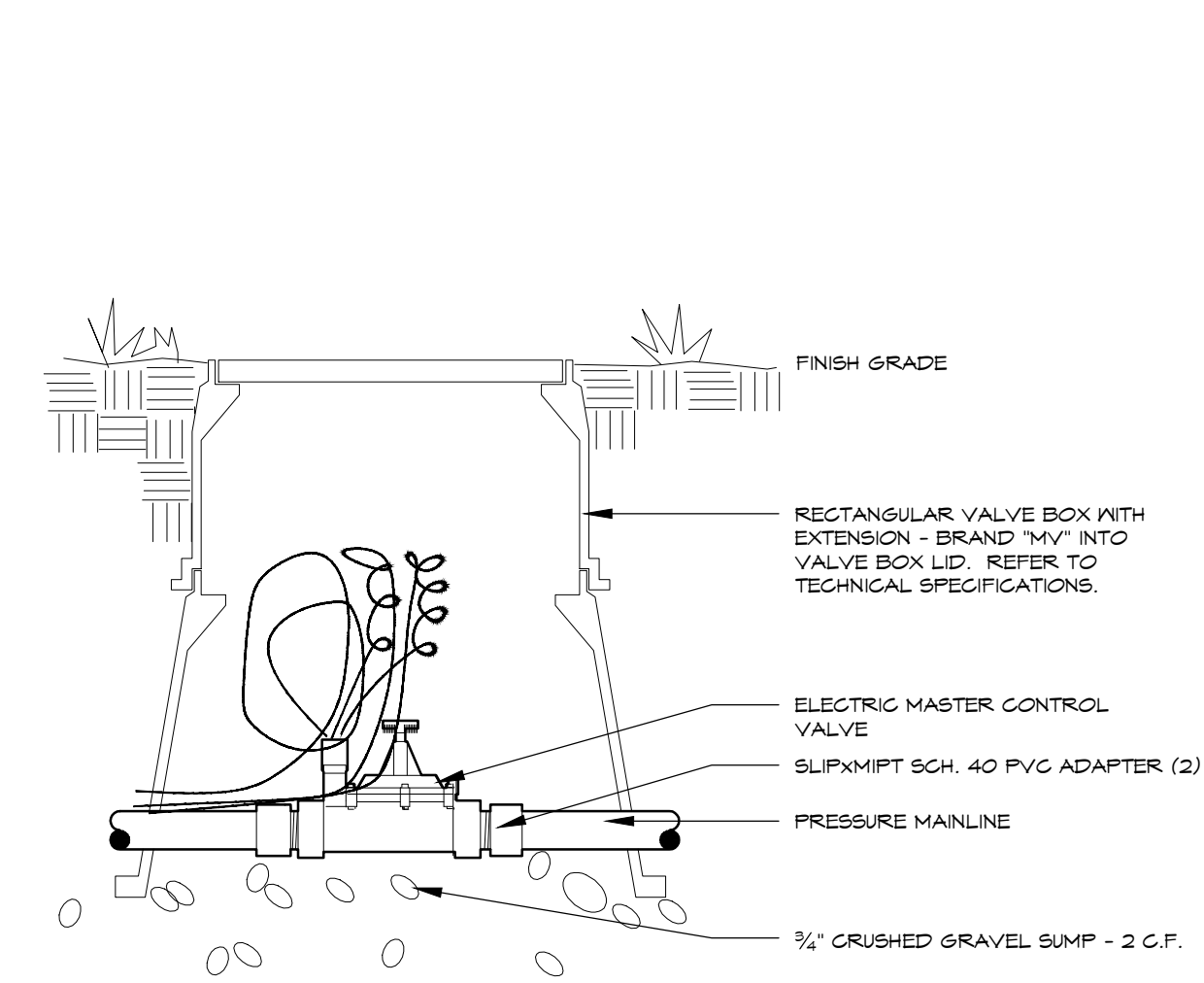
MANUAL DRAIN VALVE

10



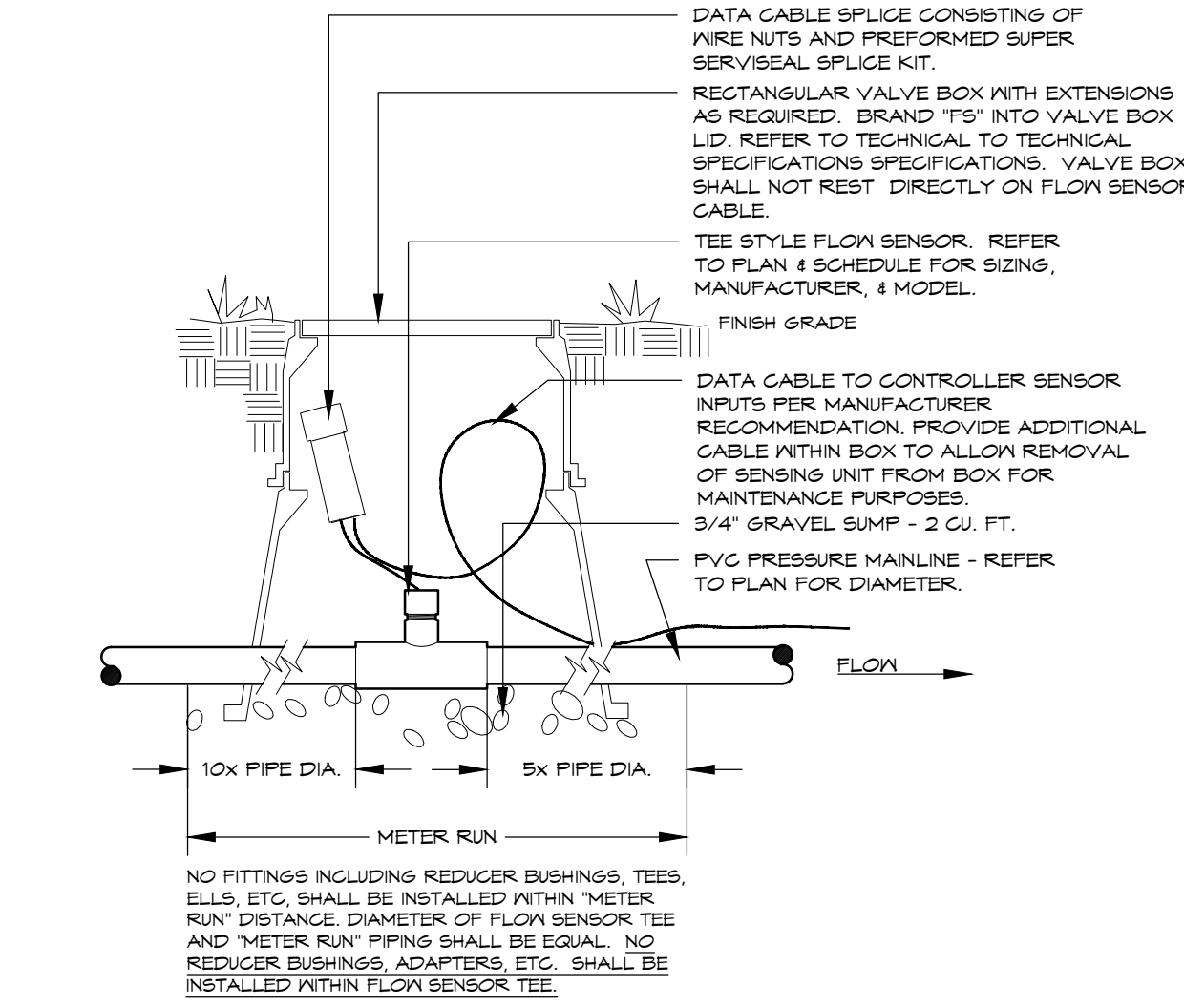
GATE VALVE

11



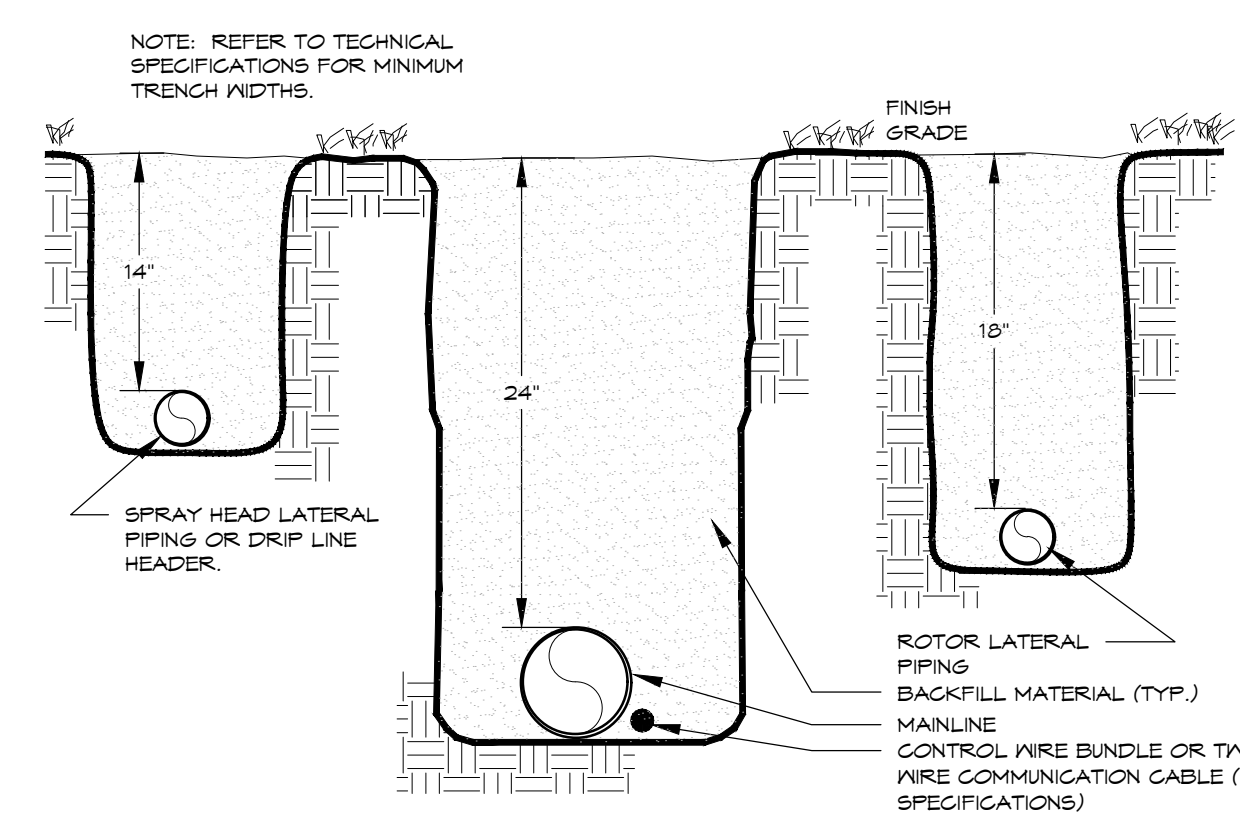
MASTER VALVE
24V - Small - Typical

12



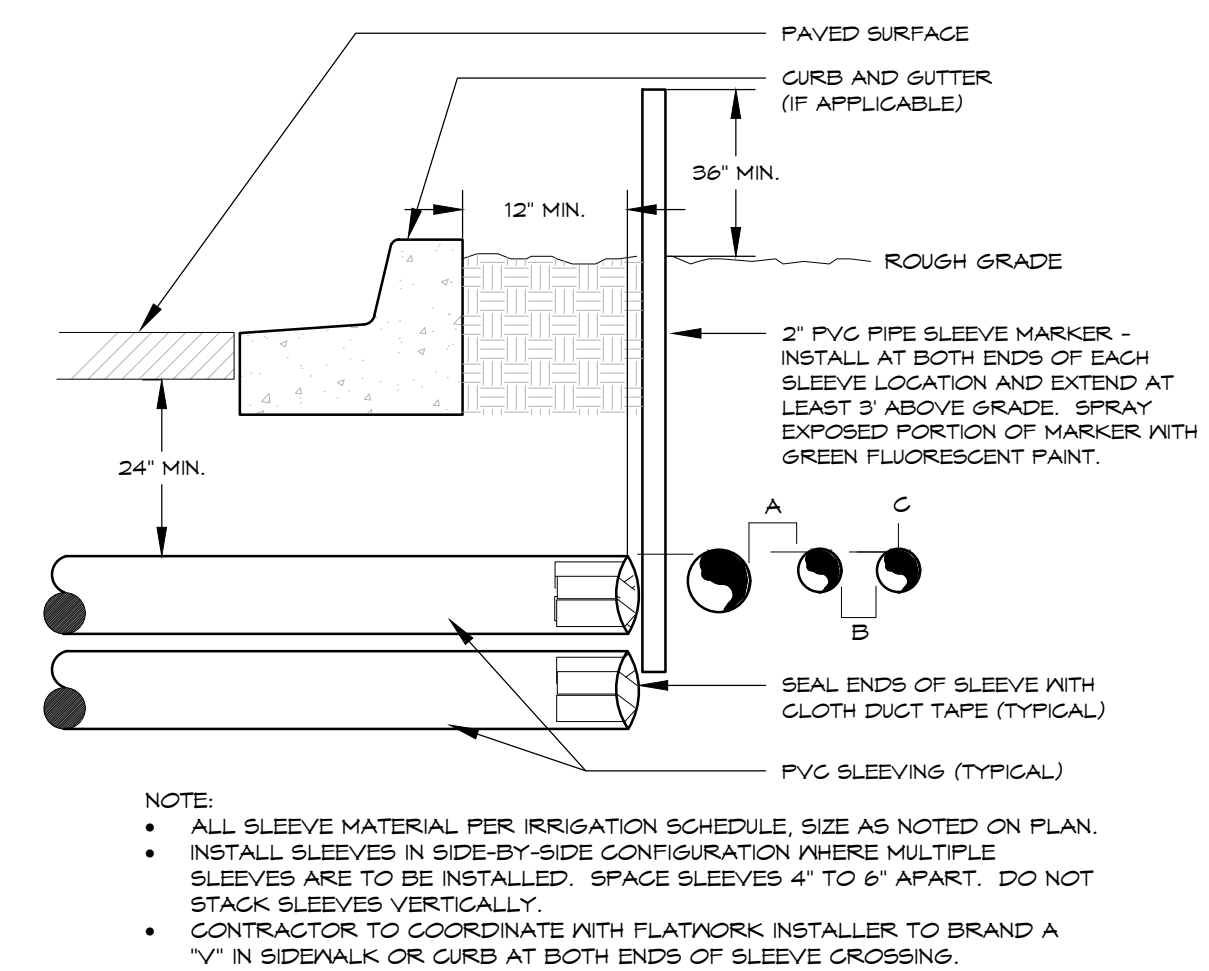
FLOW SENSOR
TEE STYLE

13



TRENCH
24" TYPICAL

14



IRRIGATION SLEEVING

15

REFER TO SHEET

- IR-0 IRRIGATION NOTES
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RIVERFRONT VILLAGE LOT 1, TRIANGLE SUBDIVISION RIDGWAY, COLORADO

PROJECT NUMBER: _____ DATE: _____

DESIGNED: KJD 11-19-20
DRAWN: KJD
CHECKED: JSB

REVISIONS:

▲ 04-09-21 ▲ 08-26-21
▲ 06-15-21 ▲ 09-24-21

JOB DESCRIPTION:
PRELIMINARY PLAT

SHEET TITLE:
IRRIGATION DETAILS

SHEET NUMBER:

IR-7

SHEET 8 OF _____

WATER STORAGE TANK SYSTEM

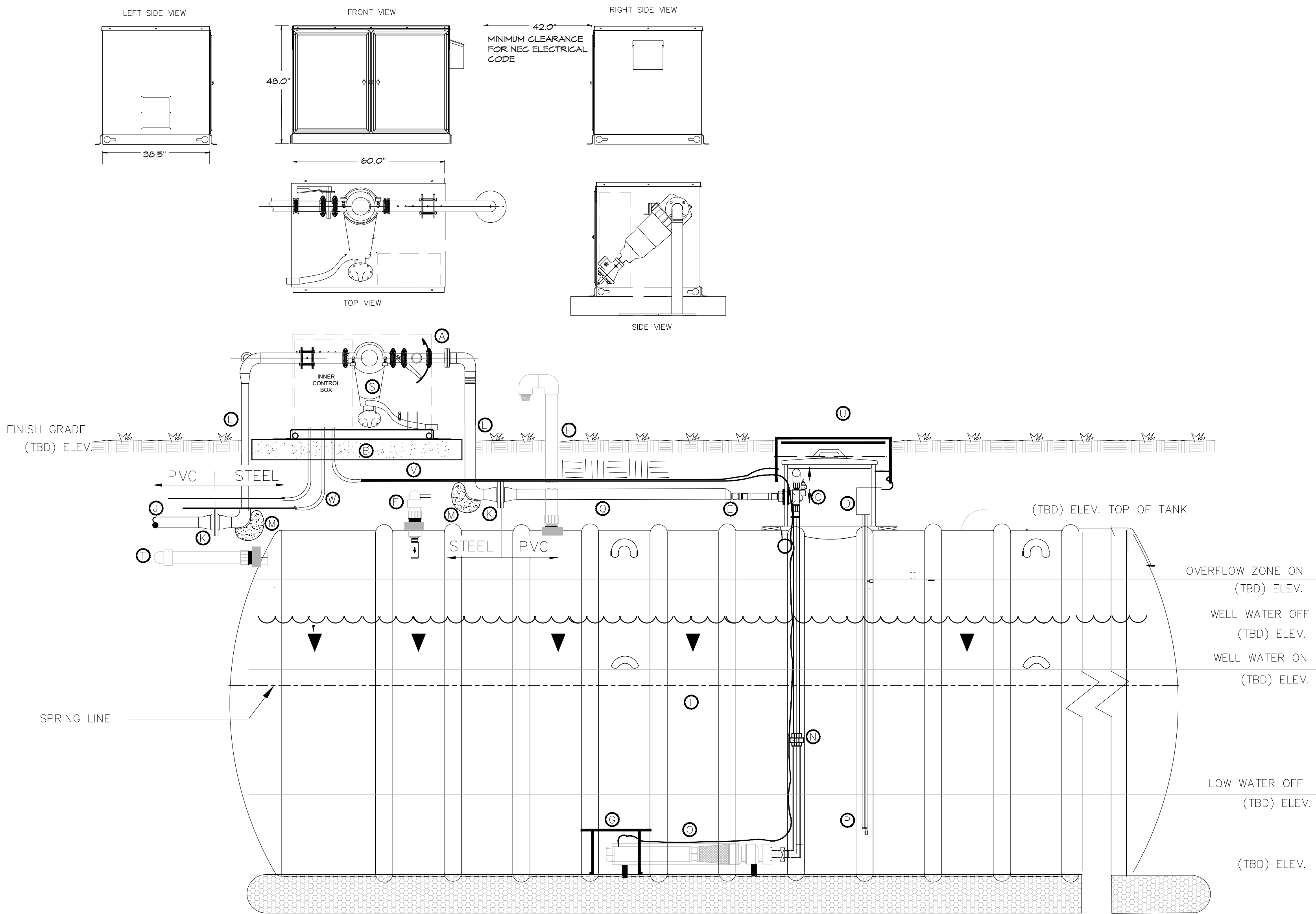
- THE PRIMARY WATER SOURCE FOR THE IRRIGATION SYSTEM WILL BE FROM A WELL, WITH A MINIMUM DELIVERY OF 1 GPM. WATER WILL BE PIPED FROM THE WELL TO THE STORAGE TANKS AND WILL BE CONTROLLED BY PUMP LEVEL TRANSDUCER IN THE TANK TO OPERATE A WELL PUMP START RELAY NEAR PUMP LOCATION. (IRRIGATION PANEL WILL SEND 24 VOLT AC SIGNAL)

Pumping System Notes

- CONTRACTOR TO INSTALL A PRECISION PUMP STATION FPS MODEL #V15002X00020-0T5V322410NC SUBMERSIBLE PUMP STATION AS DETAILED. PUMP STATION SHALL PROVIDE 20 GPM AT DISCHARGE PRESSURE OF 75 PSI. PUMP STATION SHALL MEET REQUIREMENTS OF THE CONSTRUCTION DOCUMENT AND DETAILS. REQUIREMENTS SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING:
 - A) SUBMERSIBLE - 2 HP, 3600RPM, 240V, 1-PHASE PUMP
 - PRIMARY PUMP SHALL BE CAPABLE OF 20 GPM AT 10'-15' PSI DISCHARGE PRESSURE
 - B) PUMP PANEL AND CONTROLS PER SPECIFICATIONS. UL LISTED. HAND/OFF/AUTO SELECTOR SWITCH
 - MICROPROCESSOR CONTROLLED SEQUENCING OF PUMP
 - TWO LINE OPERATOR INTERFACE
 - PRESSURE READOUT
 - ALARM CONDITIONS WITH SAFETY SHUTDOWN
 - LOW DISCHARGE PRESSURE SHUTDOWN
 - HIGH DISCHARGE PRESSURE SHUTDOWN
 - VFD FAULT SHUTDOWN
 - LOW WATER LEVEL SHUTDOWN, ALARM LIGHT
 - OVERLOAD, PHASE, IMBALANCE/LOW VOLTAGE PROTECTION
 - ETHERNET CONNECTION AND MODEM
 - C) PREFABRICATED ENCLOSURE CONSTRUCTED OF MARINE GRADE ALUMINUM
 - D) (2) 2" 2" FLG XPE STEEL DISCHARGE PIPE WITH SHIVEL CONNECTION. REQUEST DROP DEPTH WHEN ORDERING.
 - F) PRESSURE TRANSDUCER
 - H) AIR RELEASE VALVE
 - I) RISER PIPE FROM PUMP AND MOTOR
 - J) CHECK VALVE
 - K) FILL LEVEL TRANSDUCER WITH FLOAT
 - 2-POINT LEVEL CONTROL/SAFETY
 - L) PUMP START RELAY ON/OFF (FROM IRRIGATION CONTROLLER)
 - M) STATION DISCHARGE ISOLATION VALVE
 - N) EXTERNAL MOUNTED 30 AMP NEMA 4 SERVICE RATED DISCONNECT PANEL
 - O) SURGE PROTECTION FOR MAIN STATION AND SOLID STATE CONTROLS
 - P) INDIVIDUAL MOTOR FUSED PROTECTION
 - Q) OPERATION AND MAINTENANCE MANUAL
 - R) WELL PUMP START RELAY - 24 VOLT AC DRY CONTACT
 - S) OVERFLOW ZONE PUMP START - 24 VOLT AC DRY CONTACT (VIA LEVEL SENSING)
- CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION BETWEEN CONCRETE PAD CONSTRUCTION, ELECTRICAL CONDUIT AND PUMP STATION INSTALLATION
- CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION AND INSTALLATION PIPING BETWEEN FINAL PUMP LOCATION AND TANK CONNECTIONS
- CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS BETWEEN ELECTRICAL SERVICE AND PUMP STATION. ALL WORK SHALL CONFORM TO ALL APPLICABLE CODES
- ELECTRICAL PERMITS SHALL BE OBTAINED AND PAID BY CONTRACTOR. ELECTRICAL DRAWINGS REQUIRED FOR PERMITTING SHALL BE PREPARED AND SUBMITTED BY CONTRACTOR
- EXCESS SOIL GENERATED BY EXCAVATION SHALL BE REMOVED FROM SITE BY CONTRACTOR.
- ANCHOR PUMP SYSTEM CONTROL ENCLOSURE TO CONCRETE PAD PER MANUFACTURERS RECOMMENDATIONS
- CONTRACTOR IS RESPONSIBLE FOR ALL ADDITIONAL EQUIPMENT FOR THE INSTALLATION OF THE PUMPING THAT IS NOT SUPPLIED BY PUMP MANUFACTURER

GENERAL NOTES

- TANK SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS WITH PROPER ADDITIONAL BACKFILL AND ANCHORING MATERIALS AS REQUIRED.
- INSTALL A VORTEX PLATE OVER THE SUBMERSIBLE PUMP INTAKE AREA TO ALLOW MAX WATER USE - FIELD FABRICATE 24" SQUARE STEEL PLATE WITH LEGS 24" FROM BOTTOM OF TANK.
- ALL ELECTRICAL WORK SHALL CONFORM TO NATIONAL AND ELECTRICAL CODES. CONTRACTOR RESPONSIBLE FOR ANY REQUIRED ELECTRICAL DIAGRAMS AND PERMITS.
- ANY EQUIPMENT AND/OR MATERIALS REQUIRED FOR PUMP INSTALLATION NOT SUPPLIED BY PUMP MANUFACTURER IS THE RESPONSIBILITY OF THE CONTRACTOR. VERIFY ALL INCLUDED MATERIALS PRIOR TO ORDERING PUMP.
- ALL PIPE PENETRATIONS AND MANHOLE ACCESS IN CONCRETE SHALL HAVE PROPER EXPANSION MATERIAL INSTALLED.
- WIRE CONDUITS:
 1. POWER SUPPLY TO IRRIGATION PUMP CONTROLLER
 2. TWO YELLOW #14 AWG CONTROL WIRES FROM IRRIGATION CONTROLLER TO IRRIGATION PUMP FOR PUMP START RELAY OPERATION POWER FROM IRRIGATION CONTROLLER TO TANK ACCESS MANWAY
 3. LEVEL SENSING WIRES FROM CONTROLLER TO TANK MANWAY
 4. ETHERNET CONNECTION
 5. FOUR # 14 AWG CONTROL WIRES UNDER ROAD TO MAINLINE IN SOFT AREA:
 - 5.1. TWO PURPLE FOR 24 VOLT AC WELL PUMP START RELAY
 - 5.2. TWO GREEN FOR 24 VOLT AC OVERFLOW ZONE OPERATION
- VERIFY PROJECT SITE WATER TABLE WITH RELATIONSHIP TO IRRIGATION TANK SPRING LINE AND COORDINATE ANY REQUIRED ANCHORING WITH MANUFACTURER.



PUMPING SYSTEM

- | | | |
|---|---|--|
| <ol style="list-style-type: none"> ① SKID MOUNTED PUMPING ASSEMBLY WITH ENCLOSURE, VFD AND CONTROL PANEL, OFF-LOADED & INSTALLED BY CONTRACTOR. FASTEN TO CONCRETE PER MANUFACTURER'S RECOMMENDATIONS ② CONCRETE SLAB BY CONTRACTOR ③ 1.5" MAAS FITLESS ADAPTER WITH STAINLESS STEEL THREADED FLEXIBLE COUPLING. REINFORCE MANWAY ACCESS AS NEEDED ④ TANK LEVEL SENSORS MOUNT BY PUMP MANUFACTURER. START FILL 12" BELOW WATER OFF ELEVATION. INSTALL BY CONTRACTOR ⑤ 1.5" x 2" HDPE DRI11 ECCENTRIC REDUCER WITH ADAPTERS ⑥ IRRIGATION STORAGE TANK FILL PIPE FROM WELL. (RE: CIVIL) ⑦ VORTEX PLATE ⑧ 4" GALVANIZED TANK VENT PIPE BY CONTRACTOR | <ol style="list-style-type: none"> ⑨ 10,575 GAL STORAGE TOTAL (3 TANKS) WITH VENT, FILL SENSOR AND CONNECTION TO WELL BY OTHERS. INSTALL STORAGE TANK PER MANUFACTURERS' RECOMMENDATIONS FOR PROPER DEPTH, LEVELING AND ANCHORING. REQUIRES EASY ACCESS 30" MANWAY. VENT AND FILL PIPE CONNECTIONS. DARCO OR APPROVED EQUAL. 3525 GAL TANK. 21" LONG x 102" WIDE x 51" TALL (3 TANKS TOTAL REQUIRED) ⑩ PVC MAINLINE. INSTALL MANUAL DRAIN VALVE WITH 3 CUBIC FOOT PEA GRAVEL SWMP PRIOR TO FIRST TEE ⑪ TRANSITION COUPLING IPS x PVC ⑫ 2" STEEL PUMP DROP PIPES ⑬ THRUST BLOCK ⑭ 1.5" PVC SCH. 80 PUMP DROP PIPE WITH UNION ⑮ HORIZONTALLY MOUNTED SUBMERSIBLE PUMP 8" FROM BOTTOM OF TANK WITH CHECK VALVE ON DISCHARGE ⑯ LEVEL SENSORS. SUPPLIED BY PUMP MANUFACTURER INSTALLED BY CONTRACTOR | <ol style="list-style-type: none"> ⑰ 2" PVC SCH. 40E INTAKE PIPE. SLOPE FROM PUMP INTAKE DROP PIPE TO FITLESS ADAPTER ⑱ PUMPING SYSTEM SUBMERSIBLE PUMP ELECTRICAL SUPPLY WIRE CONDUIT. INSTALL PER ALL ELECTRICAL CODES ⑲ SELF FLUSHING FILTER SCREEN ⑳ FILL PIPE FROM WELL (MIN. 1 GPM REQUIRED) ㉑ MANHOLE ACCESS 36" MINIMUM ACCESS WITH EXTENSION AND LEVELING RINGS AS NEEDED, COVER FOR TANK MANWAY ACCESS SYSTEM ㉒ CONDUITS FOR SUBMERSIBLE POWER SUPPLY AND LEVEL SENSING CONTROLS. EXTEND TO TANK MANWAY ㉓ CONDUITS FOR PUMPING SYSTEM POWER SUPPLY AND #14 AWG WELL PUMP START RELAY, #14 AWG CONTROL WIRES FOR TANK OVER FLOW ZONE AND NETWORK CONNECTION PUMP CONTROLLER. |
|---|---|--|

PUMP STATION AND STORAGE TANK REFER TO SHEET

- IR-0 IRRIGATION NOTES
- IR-0 IRRIGATION SCHEDULE
- IR-10 - IR3 IRRIGATION PLANS
- IR-4 - IR6 IRRIGATION DETAILS
- IR-7 IRRIGATION PUMP DETAILS

P1



Know what's below.
Call before you dig.
CALL 3 BUSINESS DAYS IN ADVANCE BEFORE YOU DIG. GRADE. OR EXCAVATE FOR THE MARKING OF UNDERGROUND MEMBER UTILITIES.



Irrigation Consulting & Water Management
860 Tabor Street, Suite 200 Lakewood, Colorado 80401
o: 303.980.5327 www.hydrosystemsksi.com



RIVERFRONT VILLAGE
LOT 1, TRIANGLE SUBDIVISION
RIDGWAY, COLORADO

PROJECT NUMBER: 20139
DESIGNED: SC
DRAWN: RM/GW
CHECKED: WC

REVISIONS:
04-09-21
06-15-21
07-21-21

JOB DESCRIPTION:
PRELIMINARY PLAT

SHEET TITLE:
LIGHTING & SIGNAGE PLAN

SHEET NUMBER:
L2.1

SHEET _____ OF _____



KEY			FITTURE	QTY	LUMENS/UNIT	CCT IN KELVINS/UNIT
G.F.	2nd.F.	3rd.F.				
■	■	■	STEP LIGHTING -ALL FIXTURES MOUNTED 12" ABOVE WALKING SURFACE	44	68lm	3,000K/EA
⊙	⊙	⊙	BUILDING ENTRY/EXIT -WALL SCONCE	103	1167lm	3,000K/EA
●	NA	NA	COMMERCIAL FACADE LIGHTING -MOUNTED ABOVE 6'-6" -WALL SCONCE	5	800lm	3,000K/EA
□	NA	NA	PATHWAY BOLLARD	10	280lm	3,000K/EA
△	NA	NA	POLE LIGHT -PEDESTRIAN HEIGHT 11'-6"	6	500lm	3,000K/EA
□	NA	NA	SIGN LIGHTING -DOWNLIT/SHIELDED	9	225lm	DUAL CCT 2,700-3,000K/EA

- NOTE:**
- TOTAL LUMENS: 135,018 lm
 - LUMENS ALLOWED (25,000lm/acre+2,000lm/unit): 181,500lm (4.3 acres, 38 units)
 - QUANTITIES IN TABLE REFLECT LIGHTING ON ALL FLOORS

- SIGNAGE NOTE:**
- ALL BUILDING SIGNAGE SHALL BE PER TOWN OF RIDGWAY CODES AND STANDARDS. TO BE SUBMITTED AND REVIEWED BY TOWN AS OCCUPANCY OCCURS.

SHEET L2.1
SHEET L2.2

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RIVERFRONT VILLAGE
LOT 1, TRIANGLE SUBDIVISION
 RIDGWAY, COLORADO

PROJECT NUMBER: 20139
 DATE: 11-19-20
 DESIGNED: SC
 DRAWN: RM/GW
 CHECKED: WC

REVISIONS:
 04-09-21
 06-15-21
 07-21-21

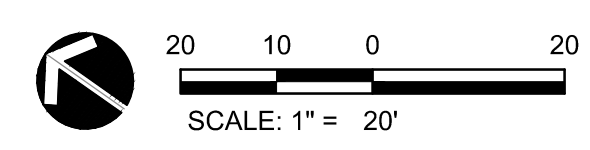
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 PRELIMINARY PLAN

SHEET TITLE:
LIGHTING & SIGNAGE PLAN

SHEET NUMBER:
L2.2

SHEET _____ OF _____

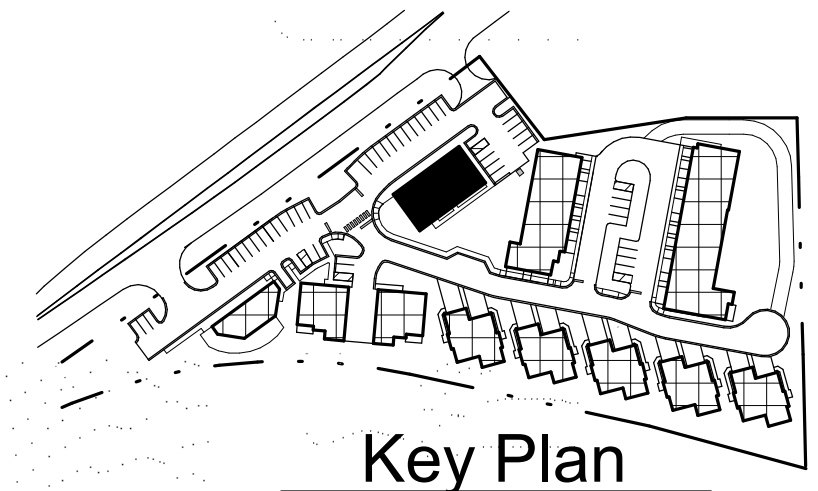
KEY			FIXTURE	QTY	LUMENS/UNIT	CCT IN KELVINS/UNIT
G.F.	2nd.F.	3rd.F.				
■	■	■	STEP LIGHTING -ALL FIXTURES MOUNTED 12" ABOVE WALKING SURFACE	44	68lm	3,000K/EA
○	○	○	BUILDING ENTRY/EXIT -WALL SCONCE	103	1167lm	3,000K/EA
●	NA	NA	COMMERCIAL FACADE LIGHTING -MOUNTED ABOVE 6'-6" -WALL SCONCE	5	800lm	3,000K/EA
□	NA	NA	PATHWAY BOLLARD	10	280lm	3,000K/EA
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□	NA	NA	SIGN LIGHTING -DOWNLIT/SHIELDED	9	225lm	DUAL CCT 2,700-3,000K/EA



SHEET L2.1
 SHEET L2.2
 SHEET L2.2
 SHEET L2.3

NOTES:
 1. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE IBC AND ALL APPLICABLE CODES.
 2. ALL LIGHTING FIXTURES SHALL BE INSTALLED IN ACCORDANCE WITH THE IBC AND ALL APPLICABLE CODES.
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RIVERFRONT VILLAGE
LOT 1, TRIANGLE SUBDIVISION
RIDGWAY, CO 81432



2 **SOUTHEAST ELEVATION**
3/16" = 1'-0"



1 **NORTHEAST ELEVATION**
3/16" = 1'-0"

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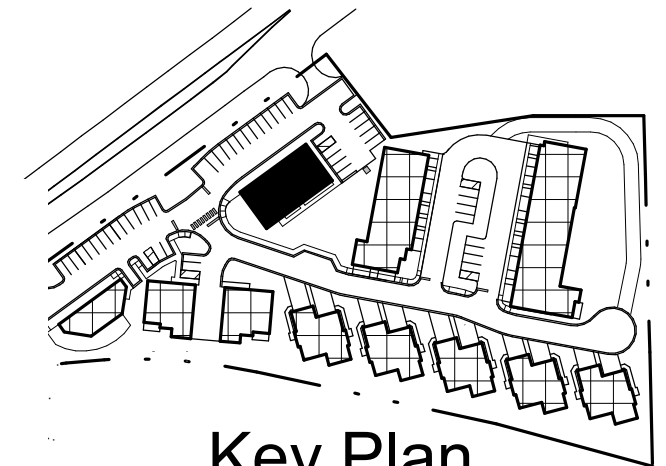
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Rev#	Date	Description
6/18/20		PRELIM. PLAT SUB.
L1	11/19/20	PRELIM. PLAT RESUBMISSION

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PROGRESS SET**

EXTERIOR ELEVATIONS



RIVERFRONT VILLAGE

LOT 1, TRIANGLE SUBDIVISION
RIDGWAY, CO 81432



4 NORTHWEST ELEVATION
3/16" = 1'-0"

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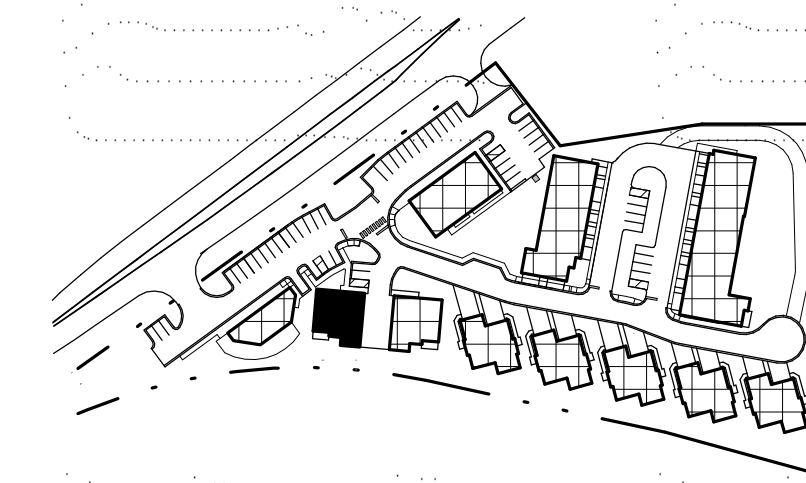


3 SOUTHWEST ELEVATION
3/16" = 1'-0"

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PROGRESS SET

EXTERIOR ELEVATIONS

A202



Key Plan - M1 A

RIVERFRONT VILLAGE

LOT 1, TRIANGLE SUBDIVISION
RIDGWAY, CO 81432

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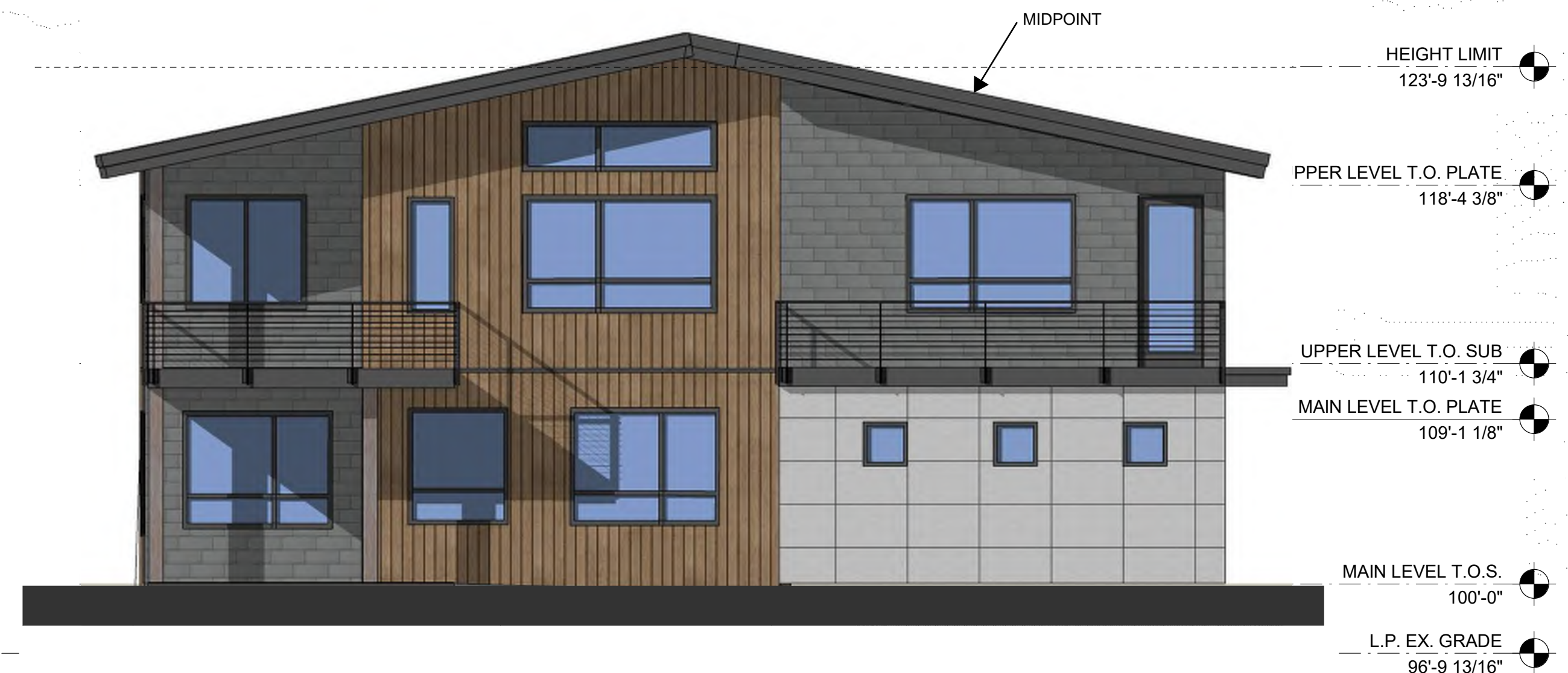
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PROGRESS SET

EXTERIOR ELEVATIONS - M1 A

A201A



4 SOUTH ELEVATION - M1 A
3/16" = 1'-0"



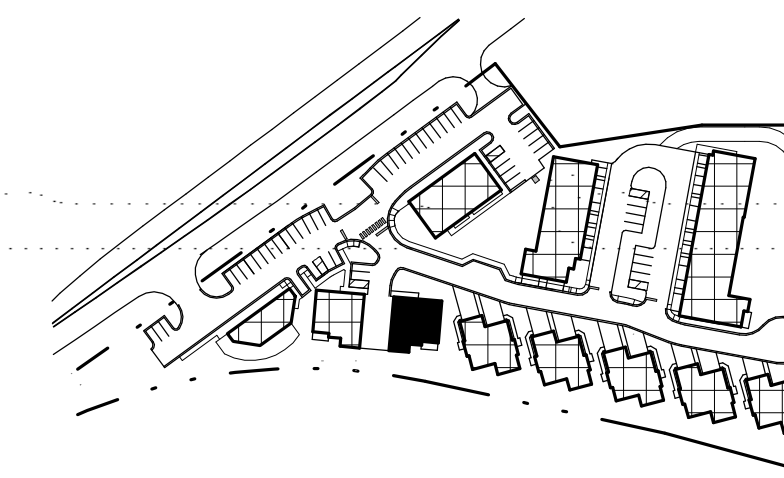
2 WEST ELEVATION - M1 A
3/16" = 1'-0"



3 NORTH ELEVATION - M1 A
3/16" = 1'-0"



1 EAST ELEVATION - M1 A
3/16" = 1'-0"



Key Plan - M1 B

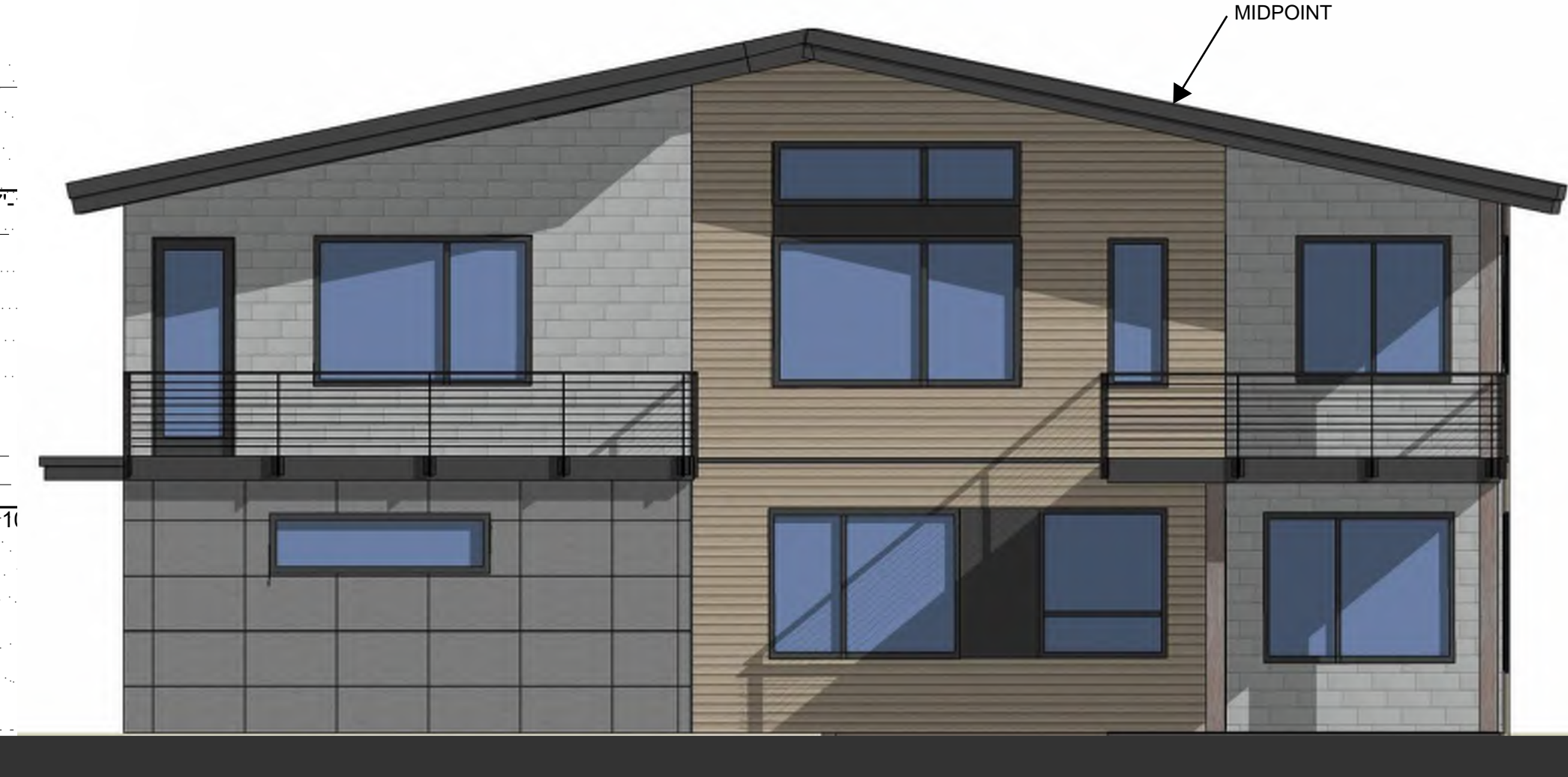
RIVERFRONT VILLAGE

LOT 1, TRIANGLE SUBDIVISION
RIDGWAY, CO 81432



HEIGHT LIMIT 123'-9 13/16"
UPPER LEVEL T.O. PLATE 118'-4 3/8"
UPPER LEVEL T.O. SUB 110'-1 3/4"
MAIN LEVEL T.O. PLATE 109'-1 1/8"
MAIN LEVEL T.O.S. 100'-0"

4 SOUTH ELEVATION - M1 B
3/16" = 1'-0"



HEIGHT LIMIT 123'-9 13/16"
UPPER LEVEL T.O. PLATE 118'-4 3/8"
UPPER LEVEL T.O. SUB 110'-1 3/4"
MAIN LEVEL T.O. PLATE 109'-1 1/8"
MAIN LEVEL T.O.S. 100'-0"
L.P. EX. GRADE 96'-9 13/16"

2 EAST ELEVATION - M1 B
3/16" = 1'-0"



HEIGHT LIMIT 123'-9 13/16"
UPPER LEVEL T.O. PLATE 118'-4 3/8"
UPPER LEVEL T.O. SUB 110'-1 3/4"
MAIN LEVEL T.O. PLATE 109'-1 1/8"
MAIN LEVEL T.O.S. 100'-0"

3 NORTH ELEVATION - M1 B
3/16" = 1'-0"



HEIGHT LIMIT 123'-9 13/16"
UPPER LEVEL T.O. PLATE 118'-4 3/8"
UPPER LEVEL T.O. SUB 110'-1 3/4"
MAIN LEVEL T.O. PLATE 109'-1 1/8"
MAIN LEVEL T.O.S. 6978'-0" = 100'-0"

1 WEST ELEVATION - M1 B
3/16" = 1'-0"

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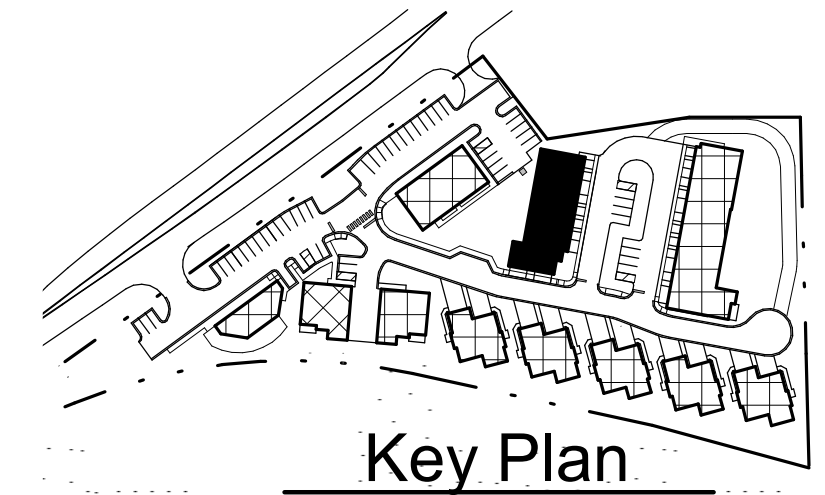
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EXTERIOR ELEVATIONS - M1 B

A201B



RIVERFRONT VILLAGE
LOT 1, TRIANGLE SUBDIVISION
RIDGWAY, CO 81432



- HEIGHT LIMIT 7012'-0"
- LEVEL 3C T.O. PLATE 7006'-0 15/16"
- LEVEL 3C T.O. SUB 6997'-10 5/16"
- LEVEL 2C T.O. PLATE 6996'-5 9/16"
- LEVEL 2C T.O. SUB 6987'-2 15/16"
- LEVEL 1C T.O. PLATE 6986'-2 5/16"

EXIST. GRADE 98.91' (6977.0') **2 WEST ELEVATION**
3/16" = 1'-0"



- LEVEL 3A T.O. PLATE 7007'-10 3/16"
- LEVEL 3A T.O. SUB 6999'-7 7/16"
- LEVEL 2A T.O. PLATE 6998'-2 11/16"
- LEVEL 2A T.O. SUB 6989'-0 1/16"
- LEVEL 1A T.O. PLATE 6987'-11 7/16"
- LEVEL 1A T.O.S. 6979'-10 5/16"
- LOW EXIST. GRADE A 6978'-6"

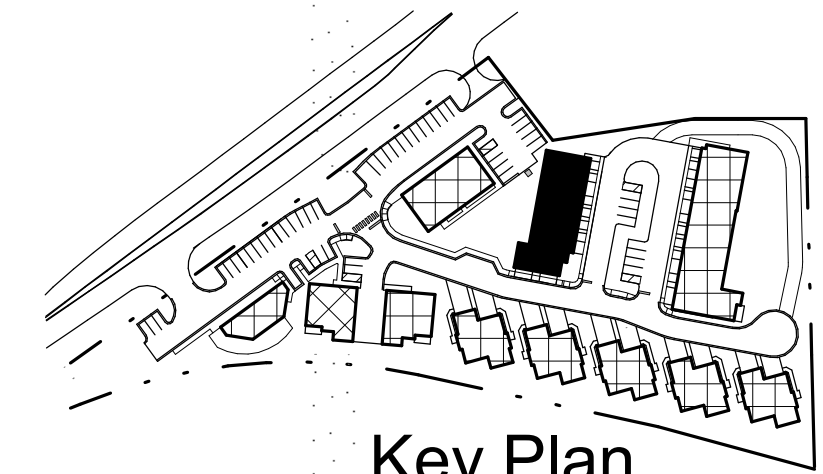
1 SOUTH ELEVATION
3/16" = 1'-0"

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618/20		PRELIM. PLAT SUB.

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EXTERIOR ELEVATIONS



Key Plan

RIVERFRONT VILLAGE

LOT 1, TRIANGLE SUBDIVISION
RIDGWAY, CO 81432



4 EAST ELEVATION
3/16" = 1'-0"

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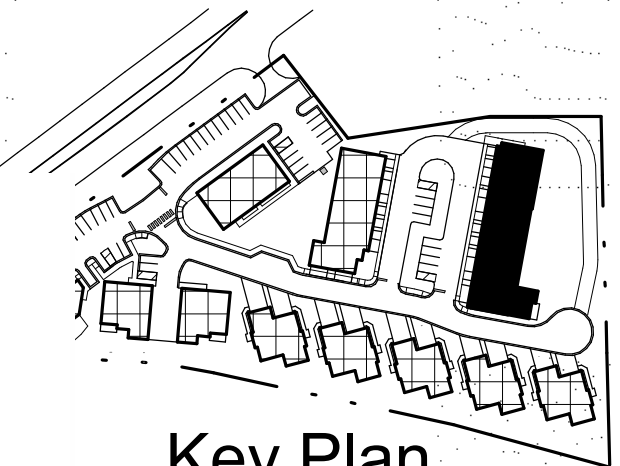


3 NORTH ELEVATION
3/16" = 1'-0"

100% DD
PROGRESS SET

EXTERIOR ELEVATIONS

A202



Key Plan

- LEVEL 3C T.O. PLATE 127'-9 3/8"
- LEVEL 3C T.O. SUB 119'-6 3/4"
- LEVEL 2C T.O. PLATE 118'-2"
- LEVEL 2C T.O. SUB 108'-11 3/8"
- LEVEL 1C T.O. PLATE 107'-10 3/4"
- LEVEL 1C T.O.S. 6980'-4"

RIVERFRONT VILLAGE
LOT 1, TRIANGLE SUBDIVISION
RIDGWAY, CO 81432



- LEVEL 2A T.O. PLATE 118'-2"
- LEVEL 2A T.O. SUB 6988'-11 3/8"
- LEVEL 1A T.O. PLATE 6987'-10 3/4"
- LEVEL 1A T.O.S. 6979'-9 5/8"

3 SOUTH ELEVATION
1/8" = 1'-0"



- HEIGHT LIMIT 132.52' (7012.02')
- LEVEL 2A T.O. PLATE 118'-2"
- LEVEL 2A T.O. SUB 6988'-11 3/8"
- LEVEL 1A T.O. PLATE 6987'-10 3/4"
- LEVEL 1A T.O.S. 6979'-9 5/8"
- LOW EXIST. GRADE 97.52' (6977.02')

4 WEST ELEVATION
1/8" = 1'-0"



- LEVEL 3C T.O. PLATE 127'-9 3/8"
- LEVEL 3C T.O. SUB 119'-6 3/4"
- LEVEL 2C T.O. PLATE 118'-2"
- LEVEL 2C T.O. SUB 108'-11 3/8"
- LEVEL 1C T.O. PLATE 107'-10 3/4"
- LEVEL 1C T.O.S. 6980'-4"
- LOW EXIST. GRADE 98.14' (6978.00')

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



- LEVEL 3C T.O. PL. 127'-9 3/8"
- LEVEL 3C T.O. SU 119'-6 3/4"
- LEVEL 2C T.O. PL. 118'-2"
- LEVEL 2C T.O. SU 108'-11 3/8"
- LEVEL 1C T.O. PL. 107'-10 3/4"
- LEVEL 1C T.O.S. 6980'-4"
- LOW EXIST. GRADE EAST 6978'-0"

- LEVEL 1C T.O.S. 6979'-9 5/8"
- LEVEL 2A T.O. PLATE 118'-2"
- LEVEL 2A T.O. SUB 6988'-11 3/8"
- LEVEL 1A T.O. PLATE 6987'-10 3/4"
- LEVEL 1A T.O.S. 6979'-9 5/8"
- LOW EXIST GRADE WEST 6977'-0 1/4"

1 NORTH ELEVATION
1/8" = 1'-0"

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Revisions:

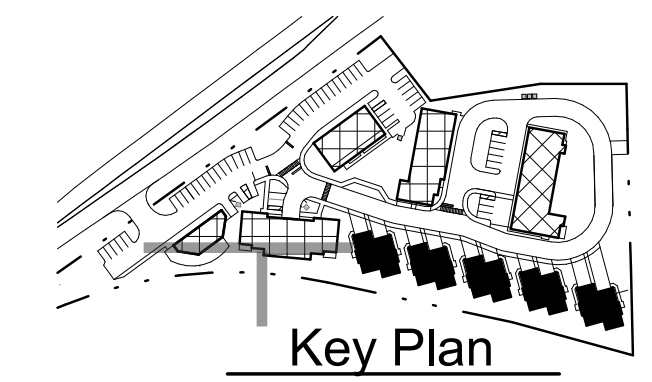
Rev#	Date	Description
6/18/20		PRELIM. PLAT SUB.
L1	11/16/20	PRELIM. PLAT RESUBMISSION

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REVISED 10.20.2021

EXTERIOR ELEVATIONS

A201



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Architecture, planning, etc.

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RIVERFRONT VILLAGE
LOT 1, TRIANGLE SUBDIVISION
RIDGWAY, CO 81432



3 WEST ELEVATION
3/16" = 1'-0"



4 NORTH ELEVATION
3/16" = 1'-0"

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Full Size: 0' 1' 2'

Date: 11.06.2020

Project: 2017

Archive:

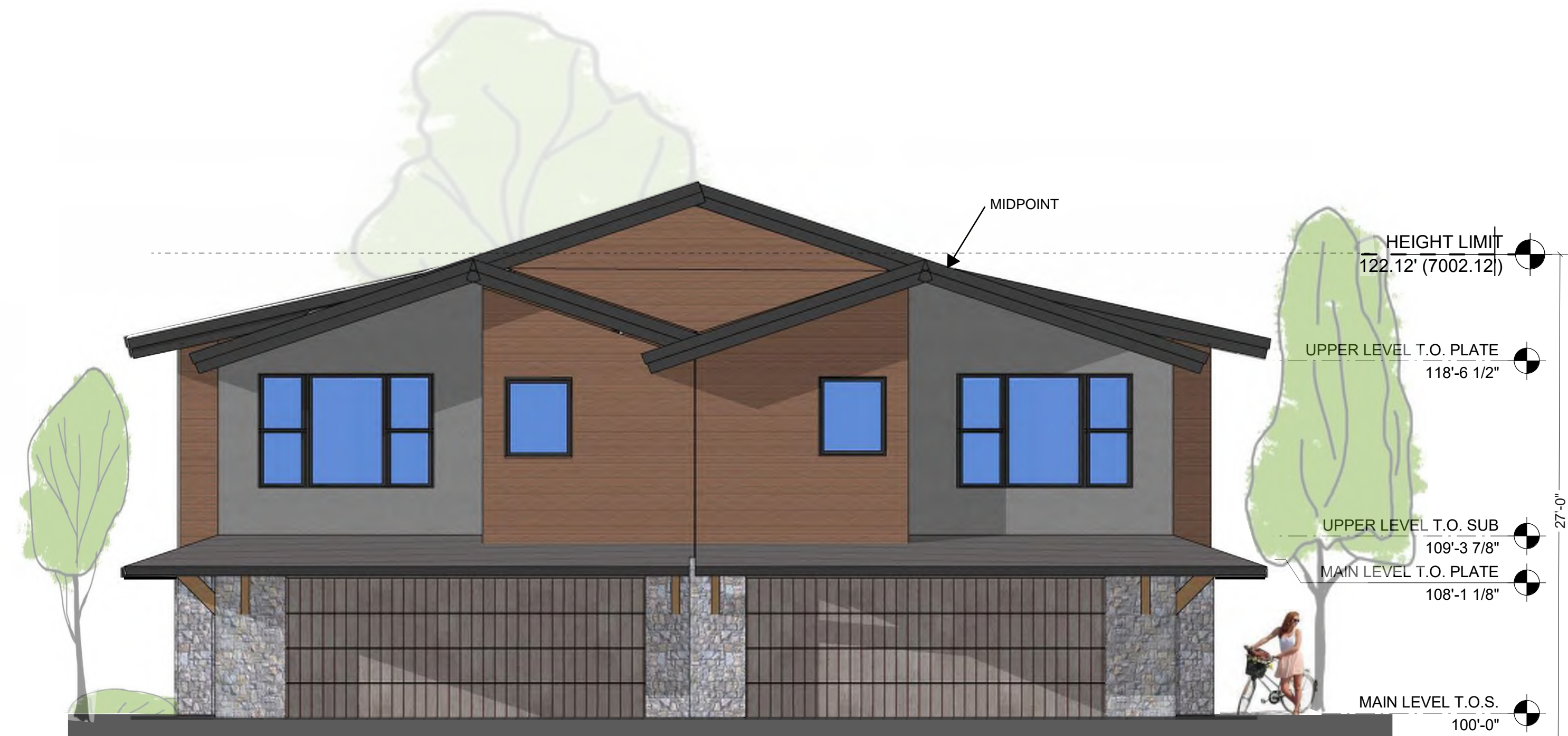
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Revisions:

Rev#	Date	Description
01/16/20		PRELIM. PLAT SUB.
L2	04/09/21	PRELIM. PLAT. RESUBMISSION



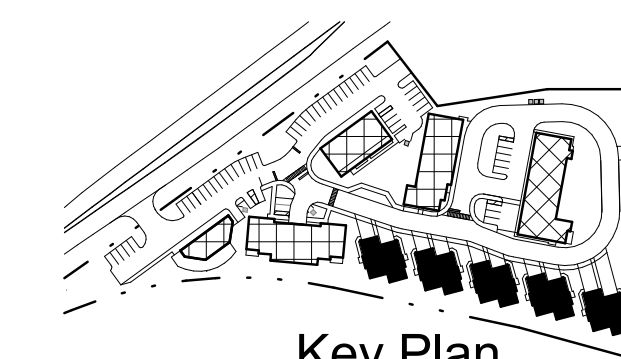
2 SOUTH ELEVATION
3/16" = 1'-0"



1 EAST ELEVATION
3/16" = 1'-0"

PRELIMINARY PLAT RESUBMISSION

TOWNHOME TYPE A EXTERIOR ELEVATIONS



Key Plan

RIVERFRONT VILLAGE
 LOT 1, TRIANGLE SUBDIVISION
 RIDGWAY, CO 81432



3 WEST ELEVATION
 3/16" = 1'-0"



4 NORTH ELEVATION
 3/16" = 1'-0"

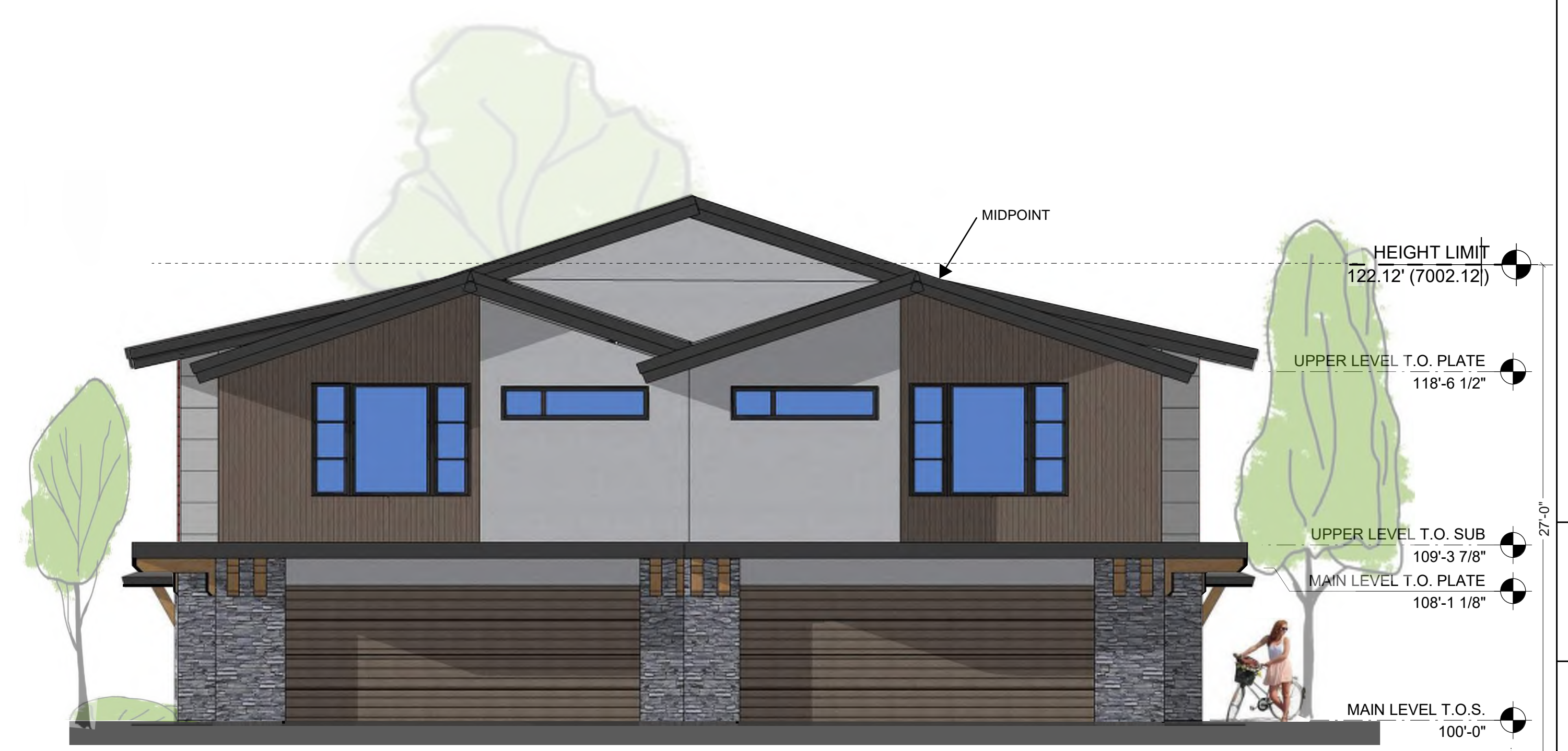
UPPER LEVEL T.O. PLATE 118'-6 1/2"
 UPPER LEVEL T.O. SUB 109'-3 7/8"
 MAIN LEVEL T.O. PLATE 108'-1 1/8"
 MAIN LEVEL T.O.S. 100'-0"

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 Project: 2017
 Archive:
 Plot Date: 10/29/2020 1:50:44 PM
 Revisions:

Rev#	Date	Description
6/18/20		PRELIM. PLAT SUB.
L2	04/09/21	PRELIM. PLAT. RESUBMISSION



2 SOUTH ELEVATION
 3/16" = 1'-0"



1 EAST ELEVATION
 3/16" = 1'-0"

HEIGHT LIMIT 122.12' (7002.12)
 UPPER LEVEL T.O. PLATE 118'-6 1/2"
 UPPER LEVEL T.O. SUB 109'-3 7/8"
 MAIN LEVEL T.O. PLATE 108'-1 1/8"
 MAIN LEVEL T.O.S. 100'-0"
 LOW EXIST. GRADE 95.12' (6975.12')

PRELIMINARY PLAT RESUBMISSION
 TOWNHOME TYPE B
 EXTERIOR ELEVATIONS

TRAFFIC, PARKING, INFORMATIONAL

FOR INFORMATION/ NO PERMIT REQUIRED



A



B



C



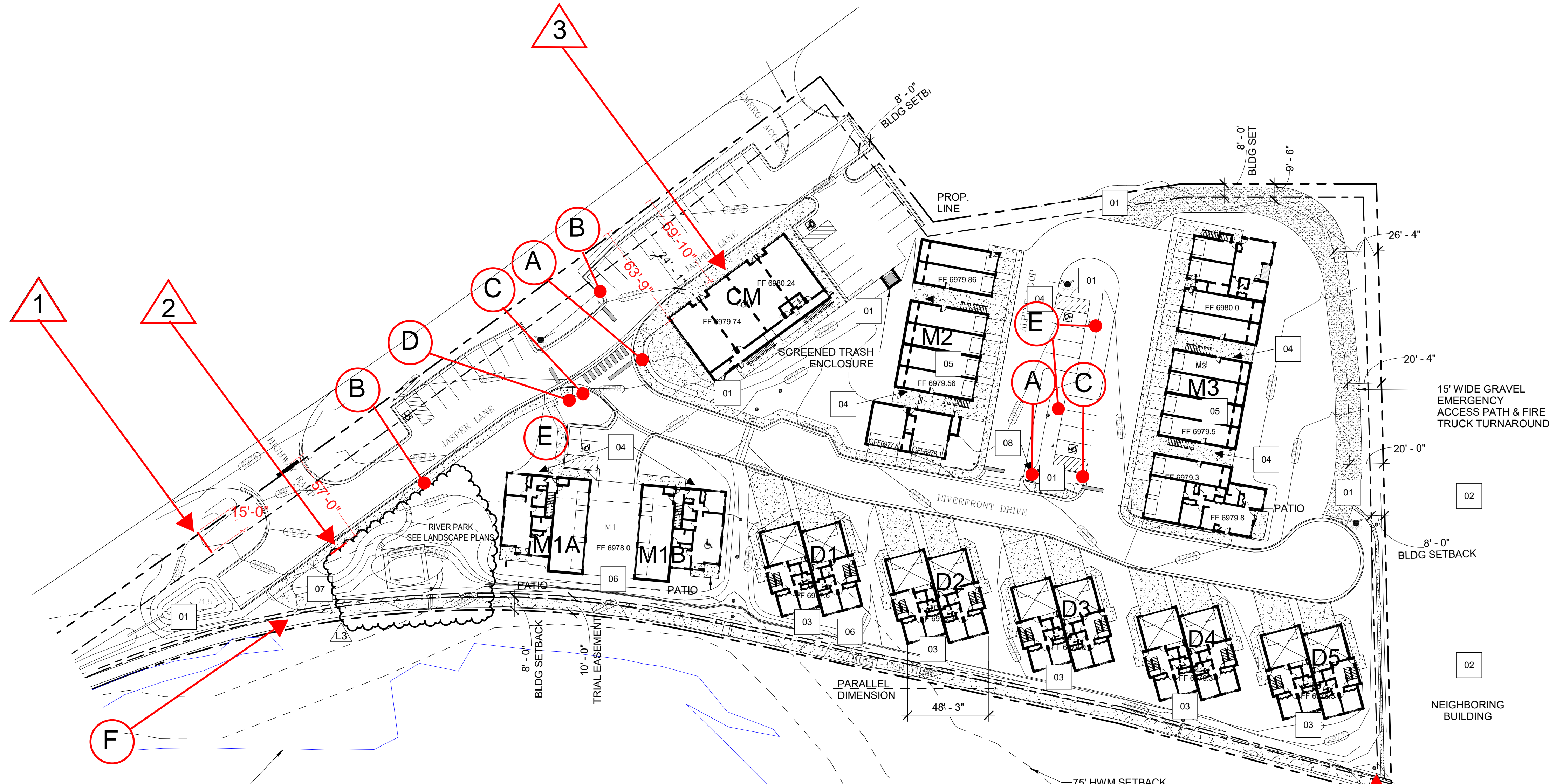
D



E



F



COMMERCIAL SIGN PLAN KEYED NOTES

- 1** ROADWAY ENTRY MONUMENT SIGN - SEE SHEET SM-102
DETAIL AND AREA CALCULATION
- 2** NEIGHBORHOOD ENTRY SIGN - SEE SHEET SM-102 FPR
DETAIL AND AREA CALCULATION
- 3** CM BUILDING: SEE SHEET SM-103 FOR DETAILS AND
AREA CALCULATION

COMMERCIAL SIGN CALCULATIONS

COMMERCIAL SIGN TOTALS:
1 & 2: 52 SQUARE FEET
3: 140 SQUARE FEET
192 SQUARE FEET TOTAL

PER 7-3-17 E (3) SIGN LIMITATION IS 150SF.
WITH MULTI TENANT PROPERTY THE SIGN MASTER PLAN
SEEKS APPROVAL OF APPROX. 30% INCREASE TO BE
APPROVED THROUGH THE SIGN MASTERPLAN PROCESS.
(150 + 30% (45) = 195 sf total)

1 OVERALL SITE PLAN
1" = 40'-0"



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Full Size:	0"	1"	2"
Date:	01.25.21		
Project:	2017		
Archive:			
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Revisions:			
Rev#	Date	Description	
L1	11/19/20	PRELIM. PLAT. RESUBMISSION	
L2	04/09/21	PRELIM. PLAT. RESUBMISSION	

PRELIMINARY
PLAT
RESUBMISSION

MASTER SIGN PLAN

SM-101

RIVERFRONT VILLAGE

LOT 1, TRIANGLE SUBDIVISION
RIDGWAY, CO 81432

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Date: 01.25.21

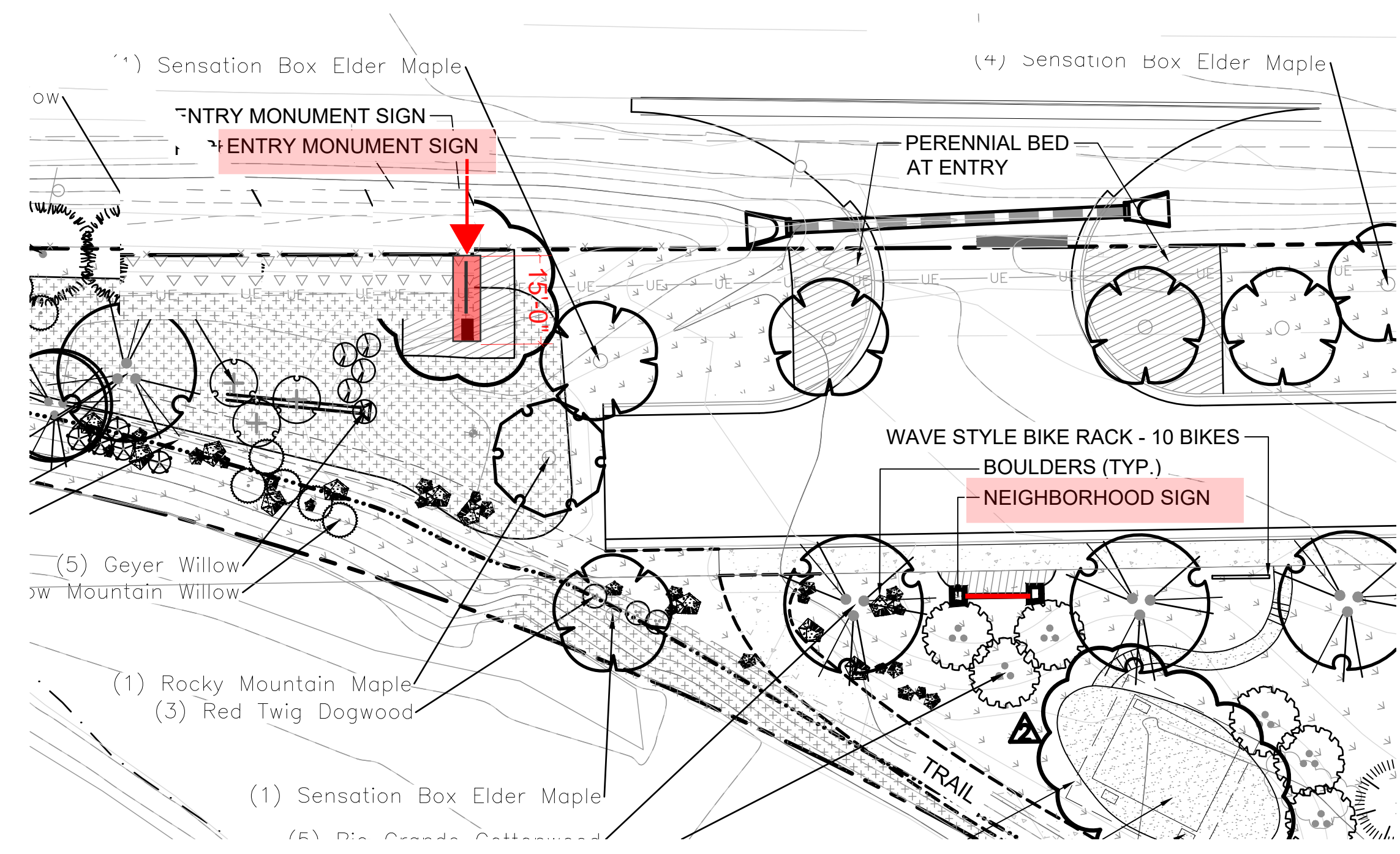
Project: 2017

Archive:

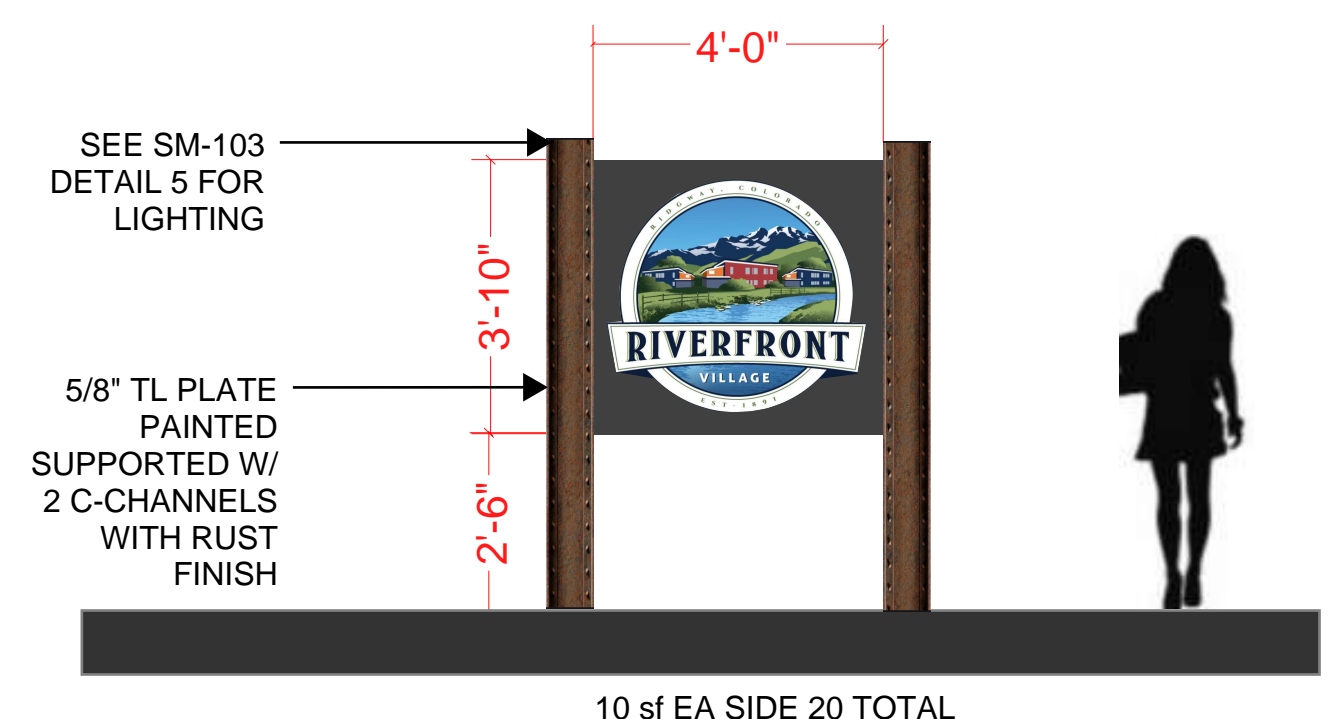
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Revisions:

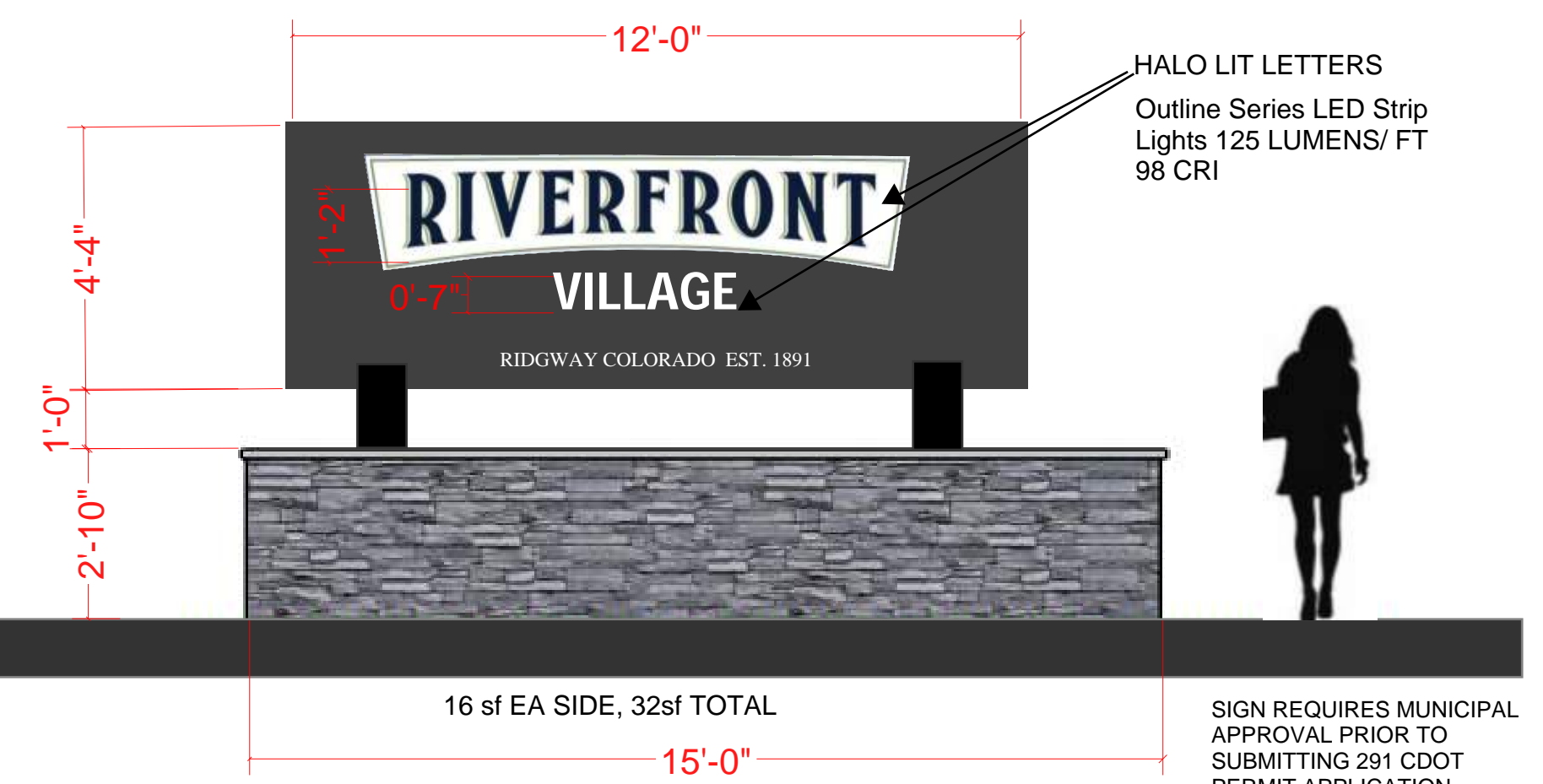
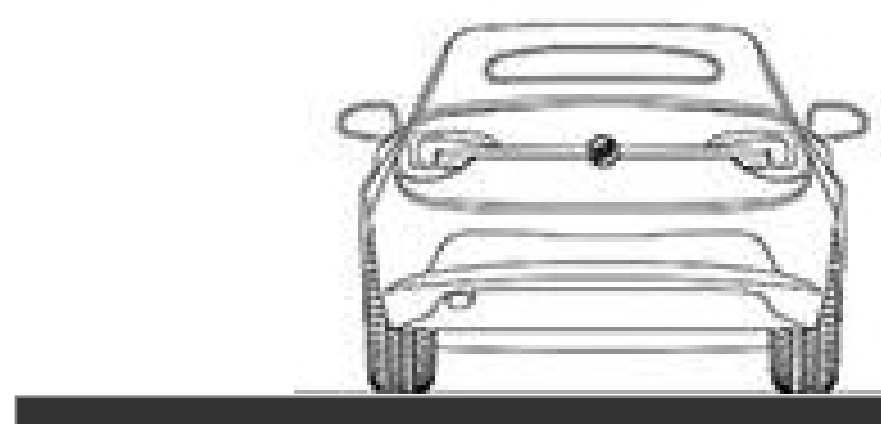
Rev#	Date	Description
L1	11/19/20	PRELIM. PLAT. RESUBMISSION
L2	04/09/21	PRELIM. PLAT. RESUBMISSION



2 LANDSCAPE ENTRY PLAN
1" = 20'-0"



2 NEIGHBORHOOD SIGN AT PARK
3/8" = 1'-0"



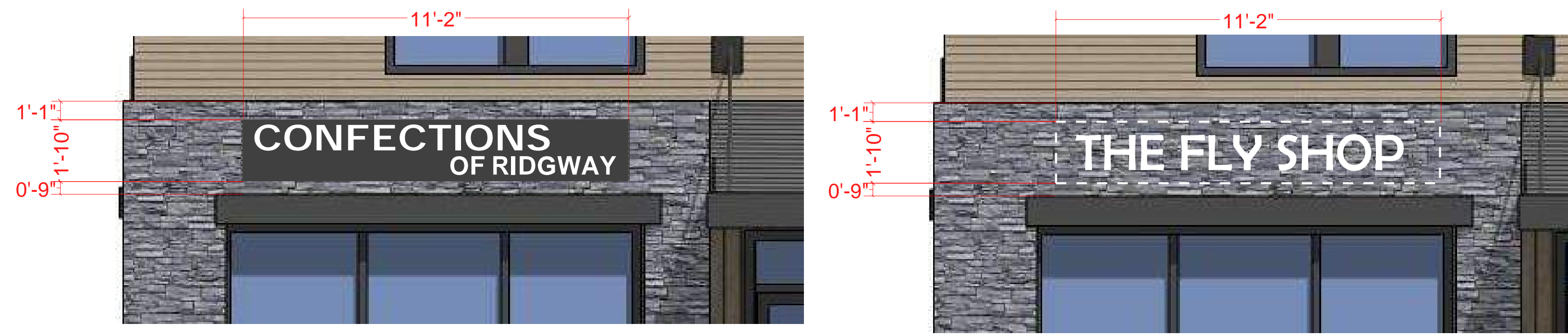
1 ENTRY MONUMENT SIGN
3/8" = 1'-0"

PRELIMINARY PLAT RESUBMISSION

MASTER SIGN PLAN

TENANT COMMERCIAL SIGN GENERAL NOTES:

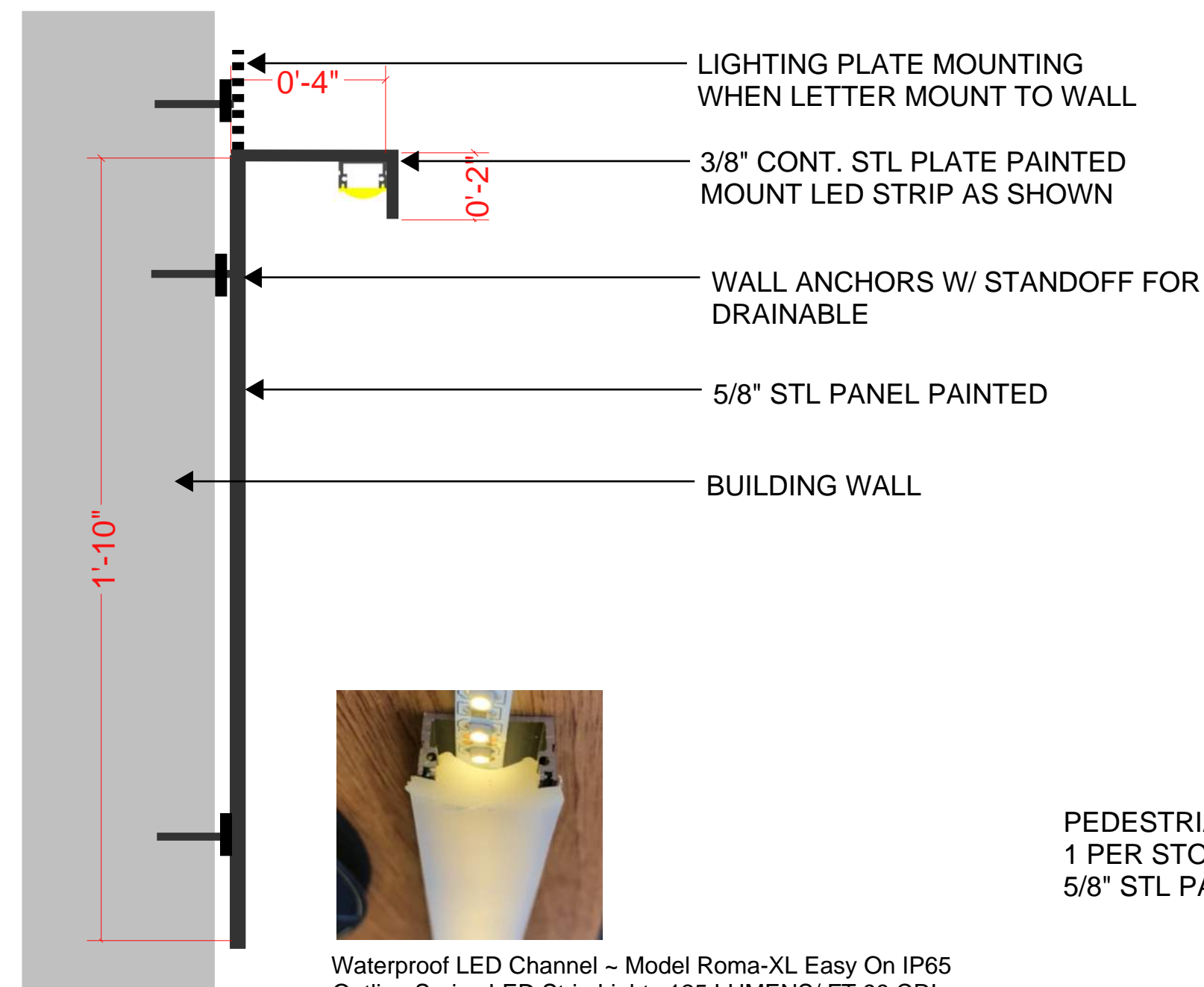
1. SIGNS TO CONFORM TO SECTION 7-3-17 OF THE RIDGWAY MUNICIPAL CODE
2. ALL SIGNS TO BE MOUNTED ON STEEL PANEL OR CAST/ CUT LETTERS AS NOTED
3. ALL COLORS AND FONTS WILL BE SUBJECT TO HOA APPROVAL



A. LETTER OR CUSTOM PANEL OPTION
PANEL: 5/8" PAINTED STEEL PANEL

B. MOUNTED LETTER OPTION

3 SIGN DETAILS
3/8" = 1'-0"
0 2' 4' 6'



Waterproof LED Channel ~ Model Roma-XL Easy On IP65
Outline Series LED Strip Lights 125 LUMENS/ FT 98 CRI

5 LIGHTING SIGN DETAIL
1-1/2" = 1'-0"



2 NORTH ELEVATION
3/16" = 1'-0"

BUILDING SIGN AREA CALCULATIONS:

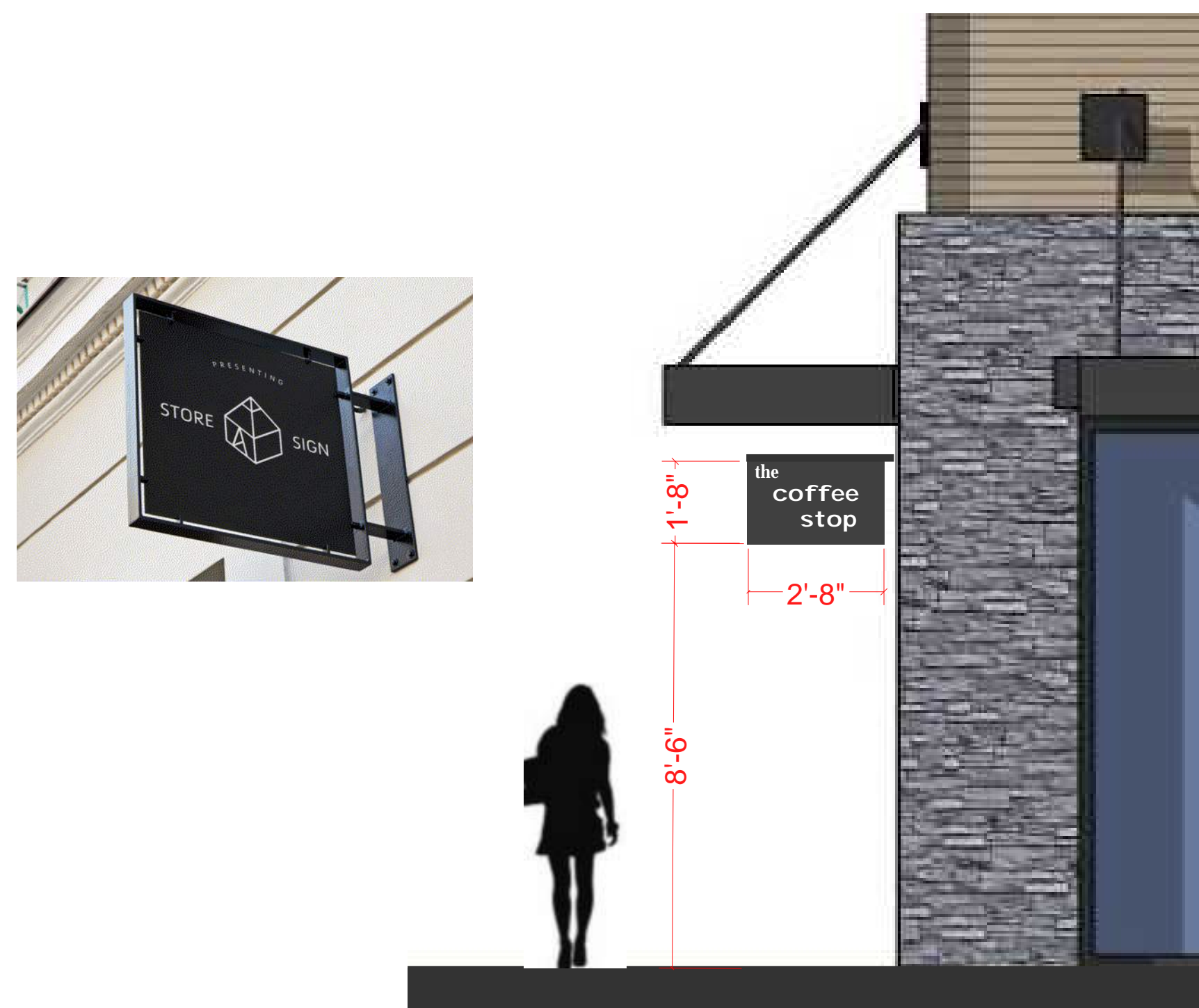
1. EAST AND NORTH FACADES BUILDING SIGNS MOUNTED TO WALL
20sf EA. x 5 = 100sf TOTAL
2. PEDESTRIAN HANGING SIGNS:
4 x 2 FACES = 8 sf EA. x 5 = 40 sf TOTAL

TOTAL COMMERCIAL BUILDING SIGN SF = 140sf



PEDESTRIAN ORIENTED HANGING SIGN - TYPICAL

1 EAST ELEVATION
3/16" = 1'-0"
0 4' 8' 12'



4 PEDESTRIAN SIGN DETAIL
3/8" = 1'-0"
0 2' 4' 6'

Traffic Impact Study

Prepared For:

Ridgway Triangle Site

Retail & Residential

NW of
SH-550 & SH-62

Ridgway, Colorado



April 13, 2020

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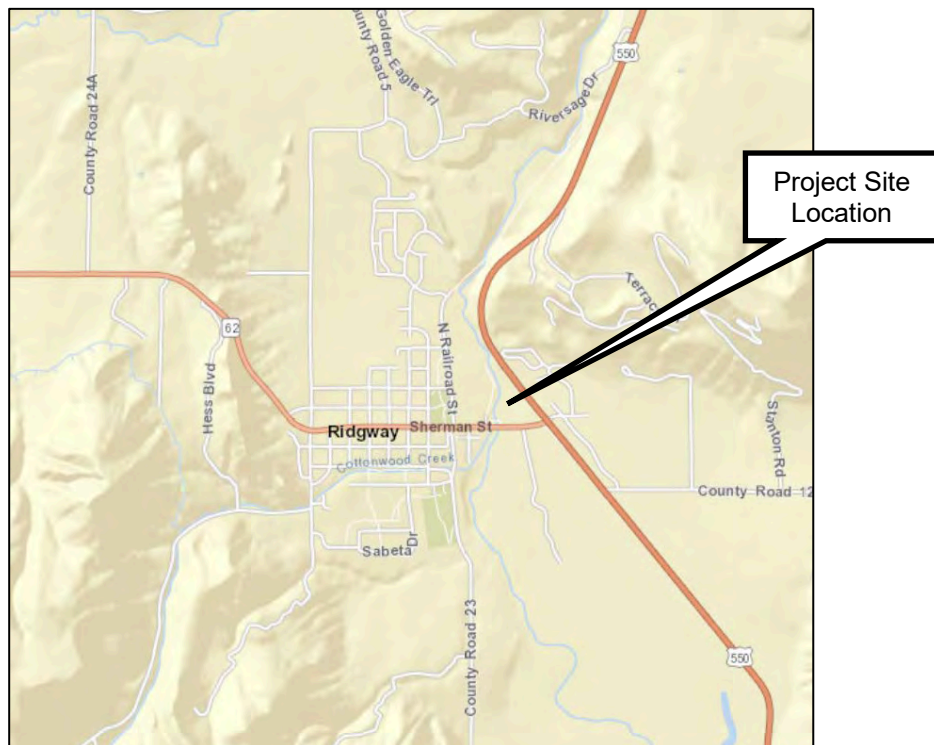
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1 Executive Summary

This report documents the traffic impact study (Study) for the proposed mixed-use development in Ridgway Colorado, known as the Ridgway Triangle Site (Project). The Project will be located west of SH-550, and just north SH-62 as shown on Figure 1. The traffic study was done in accordance with published guidelines provided by CDOT.

Figure 1 - Project Vicinity Map



The study analyzed the weekday morning and afternoon peak-hours. Analysis years were 2025 (assumed Project build out) and 2045 (20 years after completion). The study area included the following intersections and configurations, as directed by CDOT Region 5.

- Int. #1, SH-550 & Site Access #1 (3-leg, full-movement, stop control for site access)
- Int. #2, SH-550 & SH-62. (4-leg signal control)

Figure 2 shows the proposed Project site plan concept. The Project may be constructed in phases over the next couple years, but this study assumed a single-phase Project to be fully constructed by 2025. The Project will include 38 residential units (10 townhomes & 28 multi-family), 3,200 sf of retail, and 2,000 sf restaurant.

Access to SH-550

There would be two site connections to SH-550. First, the proposed public Site Access would connect directly to SH-550 as far north as possible (MP 103.89 LT). Second, there would be an emergency only site access at the location of the current dispensary access

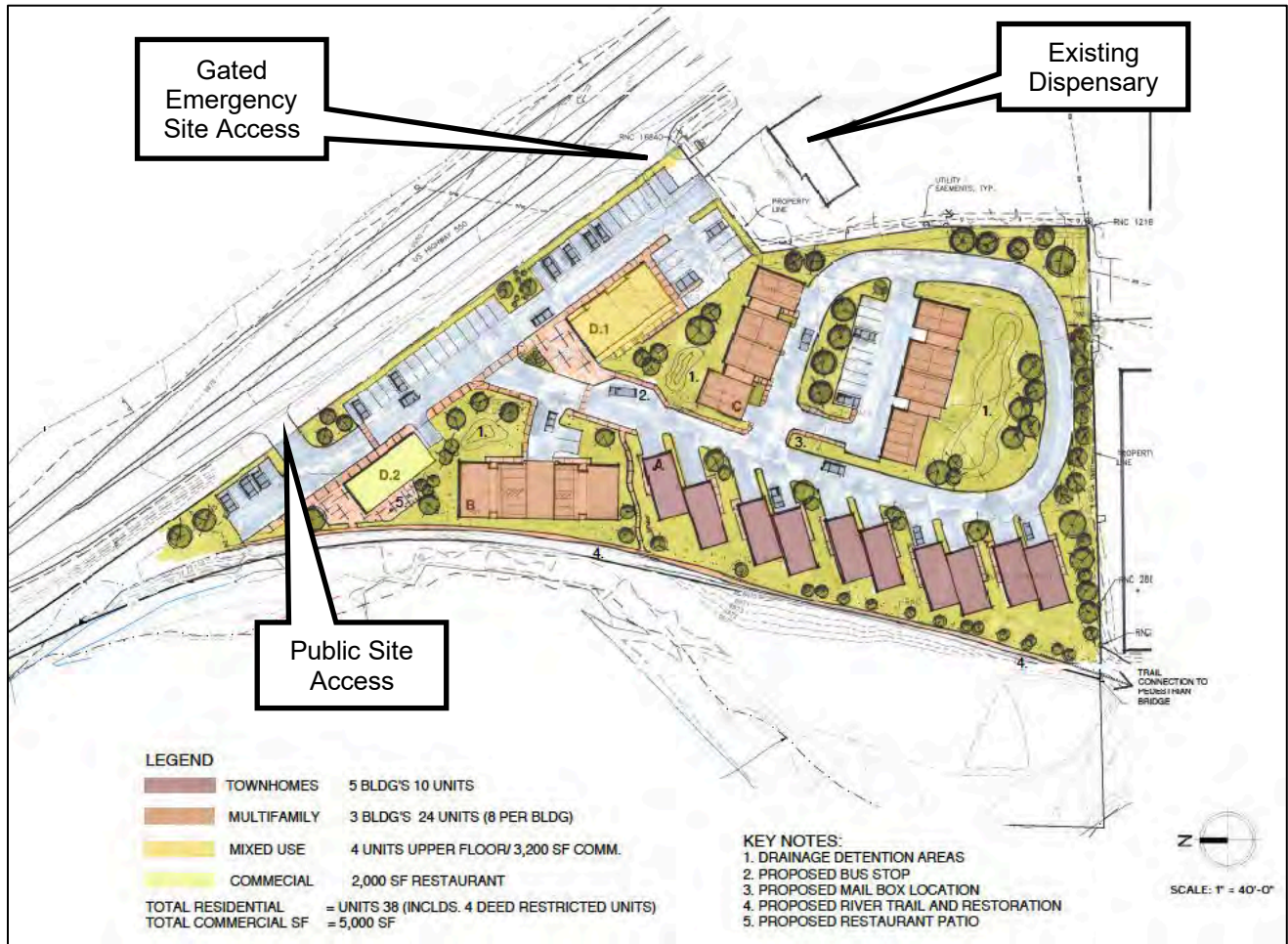
TIS – Ridgway Triangle Site

(MP 103.82 LT). This emergency access is required per Section 7-4-7 (C) (2) of the Ridgway Municipal Code. Please see the first page of the appendix for this section of the code

No Access to SH-62

There is no project frontage on SH-62. However, there is a maintenance access easement on the south side of the property that connects the Project to SH-62. However, the property owner to the south (Bank) is prohibiting use of this easement for non-emergency access. Therefore, there would not be any Site Access to SH-62.

Figure 2 - Project Site Plan Concept



Conclusions

Based on the analysis presented in this report, it appears the proposed mixed-use Project would be successfully incorporated into the existing and future roadway network with one exception. **The Permittee should install a northbound left turn deceleration lane on SH-550 to accommodate Project and Dispensary traffic.**

Public Site Access on SH-550

- This access should be constructed with 1 inbound lane and 1 outbound lane but should be wide enough to accommodate WB-50 vehicle turning movements.
- A northbound left turn deceleration lane should be constructed on SH-550.
 - *Available space:* Per CDOT direction, this lane would be installed between the Site Access and the existing southbound left turn lane for the SH-62 intersection. This existing distance is approximately 450-ft.
 - *CDOT Turn Lane Criteria For NR-B Hwy at 45 mph:*
 - Per Table 4-5 for a “NR-B greater than 40 mph,” left turn deceleration lane length should be the deceleration distance
 - Per Table 4-6, the required deceleration distance is 435-ft
 - Therefore, the total required lane length would be 435-ft
 - *Recommendation:* Construct a 435-ft long northbound left turn lane, in the existing painted median area, including the required taper.

Emergency Access on SH-550

- Reconfigure the existing Dispensary access on SH-550 to a gated emergency only access. The Site design should include a paved connection from the site to the Dispensary parking lot so that Dispensary traffic would travel through the Projects site and use the Project access to SH-550

SH-550 & SH-62 Intersection

- Improvements are not recommended as part of project action. Background traffic growth may lead to CDOT consider making some improvements over the next 25 years.

2 Project Trips

This section includes Project trip generation, distribution, and assignment to the roadway network.

Project Trip Generation

The study analyzed the weekday morning and afternoon peak-hour periods. Project trip generation forecasts are based on the ITE Trip Generation manual (Tenth Edition). Detailed project trip generation calculations for each land use and condition are provided in the Appendix.

The Project will include:

- 10 townhomes (assume single family residential - LUC 210)

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- 28 multifamily apartments - low rise (use LUC 220)
- Service - Restaurant: 2,000 sf (assume high turnover site down restaurant – LUC 932)
- Retail: 3,200 sf (assume Apparel Store - LUC 876)

Trip reduction factors were not applied to the trip generation shown below. The types of land uses wouldn't have much internal capture trip reduction or pass-by capture trip reduction.

Table 1 – Project Trip Generation Summary

Land Use Code & Description	Independent Variable	Weekday AM			Weekday PM			Weekday		
		Peak Hour Rate	In	Out	Peak Hour Rate	In	Out	Daily Rate	In	Out
210 – Single Family Residential (Townhome)	D.U	0.74	25%	75%	0.99	63%	37%	9.44	50%	50%
220 – Multifamily Housing (low Rise)	D.U.	0.46	23%	77%	0.56	63%	37%	7.32	50%	50%
932 - Restaurant	K.S.F.	14.04	57%	43%	17.41	52%	48%	112.18	50%	50%
876 – Apparel Store	K.S.F.	4.8	54%	46%	4.20	50%	50%	66.40	50%	50%

Land Use Code & Description	Size	Weekday AM			Weekday PM			Weekday		
		Peak Hour Total	In	Out	Peak Hour Total	In	Out	Daily total	In	Out
210 – Single Family Residential (Townhome)	10	12	3	9	11	7	4	125	62	63
220 – Multifamily Housing (low Rise)	28	14	3	11	19	12	7	205	103	102
932 - Restaurant	2	28	16	12	35	18	17	224	112	112
876 – Apparel Store	3.2	15	8	7	13	6	7	212	106	106
Total		69	30	39	78	43	35	766	383	383

Project Trip Distribution & Assignment

It was assumed that all trips will be made by personal vehicles so modal split was not Necessary.

Diverted Dispensary Traffic

The diverted dispensary traffic is part of the background traffic calculation because it is existing traffic. The background traffic calculations assume the dispensary traffic continues to travel in the same patterns as identified in the traffic count. But none of this is part of the Project Trip Distribution calculation described in this section.

At the Site Access Point

There are two distinct type of land uses proposed for the Project – residential & service/retail. Each of these contribute to the overall Project trip distribution calculation in different ways. Each has its own trip generation (and a percentage of the overall trip generation) and origin/destinations.

TIS – Ridgway Triangle Site

- Residential Trips:
 - Based on daily trip generation, this use would equate to 43% of overall project trips.
 - It was assumed that 80% of these trips travel to/from the south on SH-550 for employment, recreation, or shopping purposes. As such, the AM distribution for residential trips would be 80% to the south and 20% to the north. The PM distribution would be 80% from the south and 20% from the north.
- Service/Retail Trips:
 - Based on daily trip generation, this use would equate to 57% of overall project trips.
 - It was assumed that 90% of these trips travel to/from the south on SH-550 because the majority of the population centers that would patronize the service & retail uses are located to the south and west of the Project (Ridgway area). As such, the AM distribution for residential trips would be 90% to the south and 10% to the north. The PM distribution would be 90% from the south and 10% from the north.
- Combined Trips
 - Based on the weighting factors derived from the percentage of daily trips for each category of land use, it was assumed that 86% of the overall Project trips travel to/from the south on SH-550 $[(0.57 \times 90\%) + (0.43 \times 80\%) = 85.7]$. As such, the distribution for Project trips would be 86% to/from the south and 14% to/from the north.

At the Intersection of SH-550 & SH-62

The traffic splits from the recent traffic counts were used to assign Project trips to specific movements at this intersection.

Figure 3 - Project Trip Distribution and Assignment Assumptions (AM)

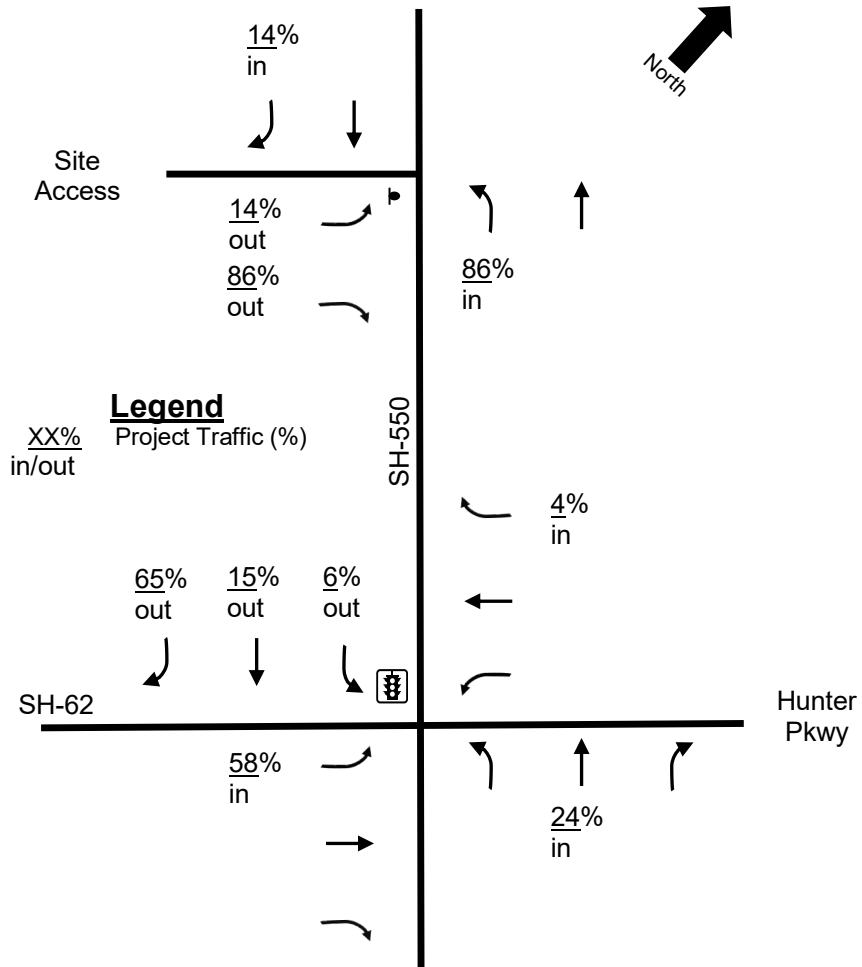
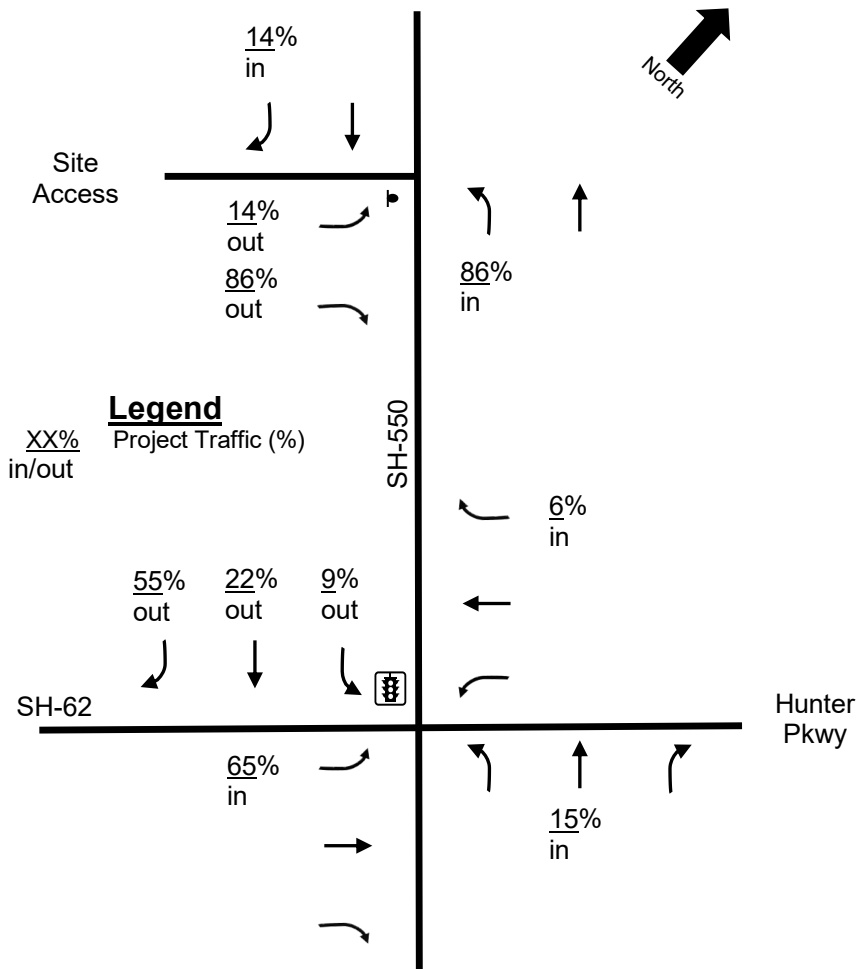
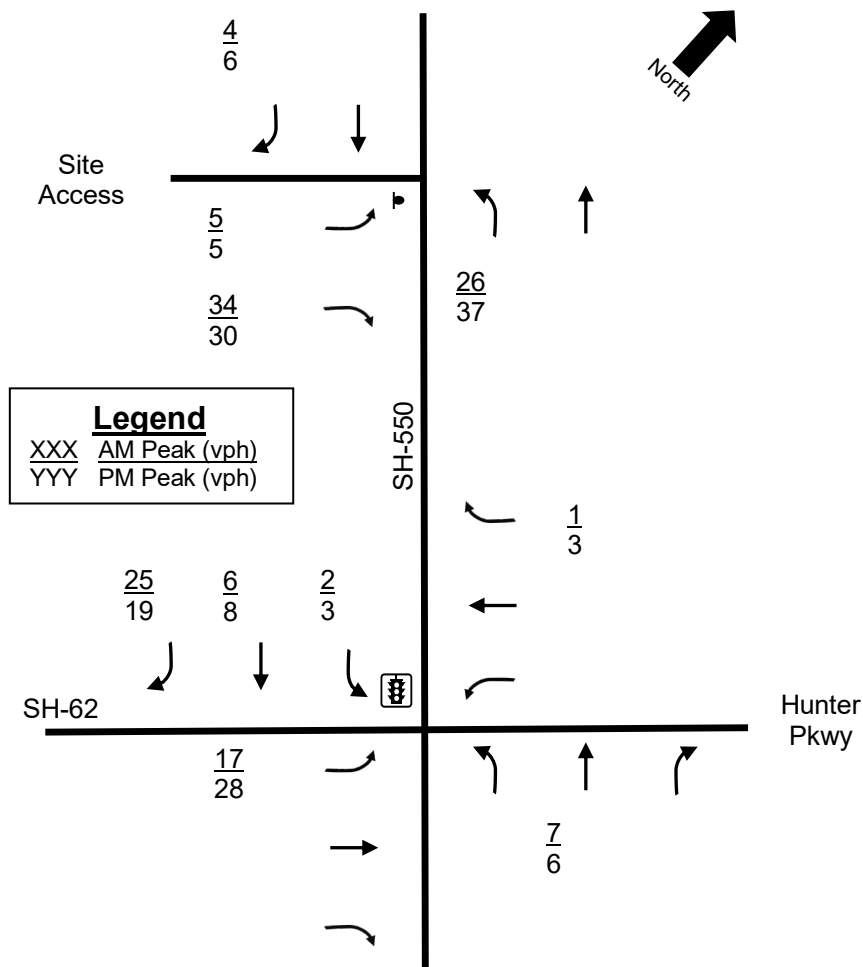


Figure 4 - Project Trip Distribution and Assignment Assumptions (PM)



Project trips for each movement were calculated by multiplying the Project trips by the trip assignment percentages, as shown on the following figure.

Figure 5 - Project Trips by Movement (AM/PM)

3 Existing Conditions & Future Traffic Volumes

Within the study area, SH-550 is generally a multi-lane paved highway. There are various auxiliary lanes to accommodate turning movements. The existing conditions and characteristics of SH-550 were obtained from CDOT Straight Line Diagrams.

- Access Category: NR-B
- Functional Class: Principal Arterial
- NHS: Yes
- Posted Speed Limit:
 - NB = 45 mph
 - SB transitions from 60 mph to 45 mph right at Project Access Point

The following Figure shows the following lane geometry at the intersection of SH-550 & SH-62. There are not any planned or programmed highway improvements within the study area.

Figure 6 - Existing Intersection of SH-550 & SH-62

3.1 Existing Traffic Volumes (2020)

This section is necessary to describe the traffic counts and the peak season adjustment factor. The existing volumes were the basis for future background traffic calculations. This study does not provide an operational analysis of existing traffic.

Through a separate traffic counting service, TurnKey Consulting obtained peak hour turning movement traffic counts at the intersections in the study area (see Appendix for count summaries). At SH-550 & SH-62, the weekday peak hours were 7:45-8:45 am and 4:45-5:45 pm. The existing through traffic movements at the proposed site access point were derived from this count information at the adjacent existing intersection.

This area of Colorado sees large swings in traffic volumes throughout the year, with a summer peak. Since these traffic counts were obtained in February, it was necessary to adjust the traffic counts upwards to reflect peak season. This was based on a peak season adjustment factor of 1.7, with calculations to support this in the Appendix. This factor was based on a continuous counting station on SH-550, south of Montrose. The Appendix also includes traffic volume calculation tables, which show the existing traffic at each intersection.

3.2 Future Background Traffic Volumes

The background traffic calculation included two factors; the general growth of existing traffic, and trips generated from adjacent dispensary.

Background Traffic Growth

Per the attached CDOT historical traffic data, the 20-year growth factor is 1.18, and the following information was calculated:

- average annual growth rate = 0.83%
- 5-yr growth factor (2020 traffic counts to study year 2025) = 1.04
- 25-yr growth factor (2020 traffic counts to study year 2045) = 1.23

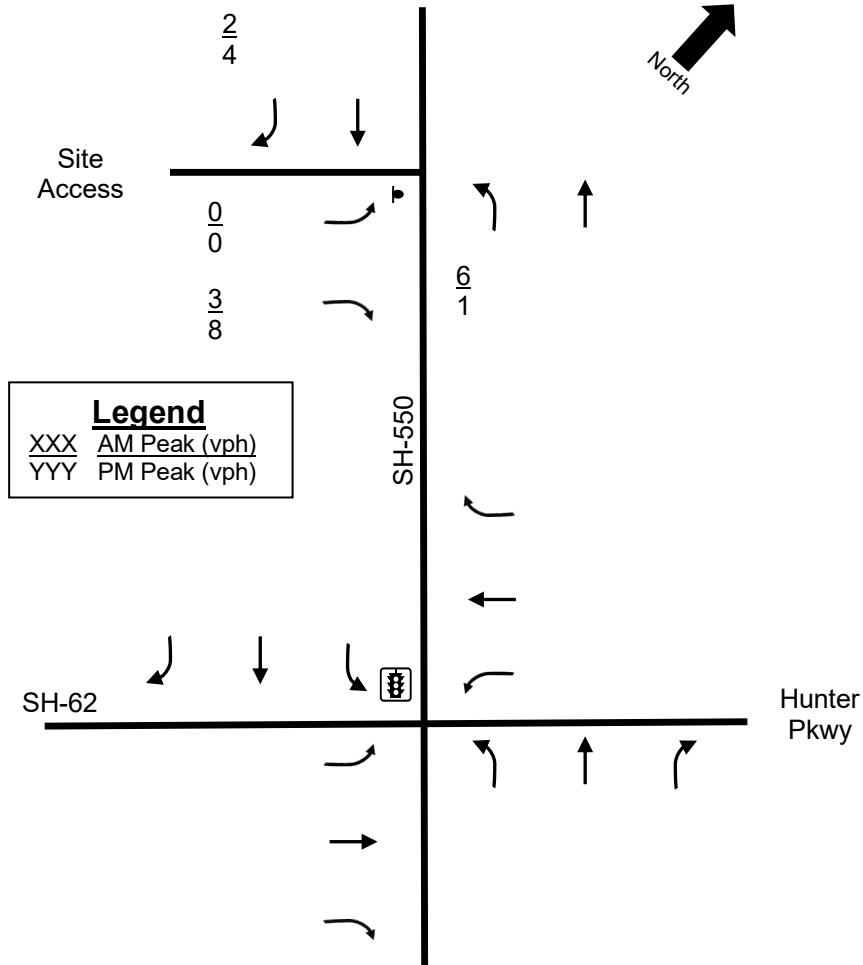
These factors were applied to existing traffic counts to obtain a part of the future background traffic volumes for each of the two analysis years.

Diverted Trips from the Adjacent Dispensary.

The dispensary traffic was counted to understand actual trips rather than trip generation estimates per ITE. The Project effort includes closure of the existing dispensary access and all traffic will be routed through the Project to/from the Project Site Access. So diverted traffic from the dispensary is back of the future background traffic at the Project Site Access.

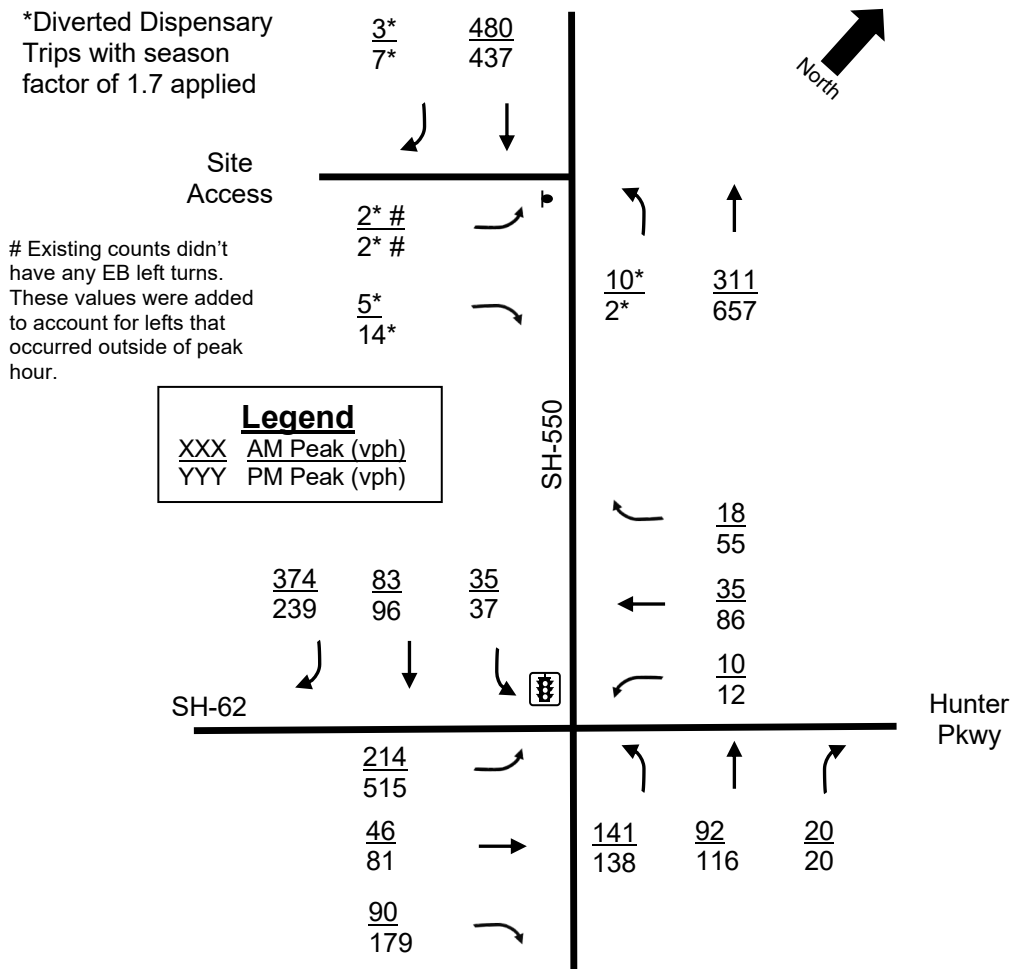
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Figure 7 - Existing Diverted Dispensary Trips at Site Access (AM/PM)



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Figure 8 - Future Background Traffic Volumes - 2025 (AM/PM)



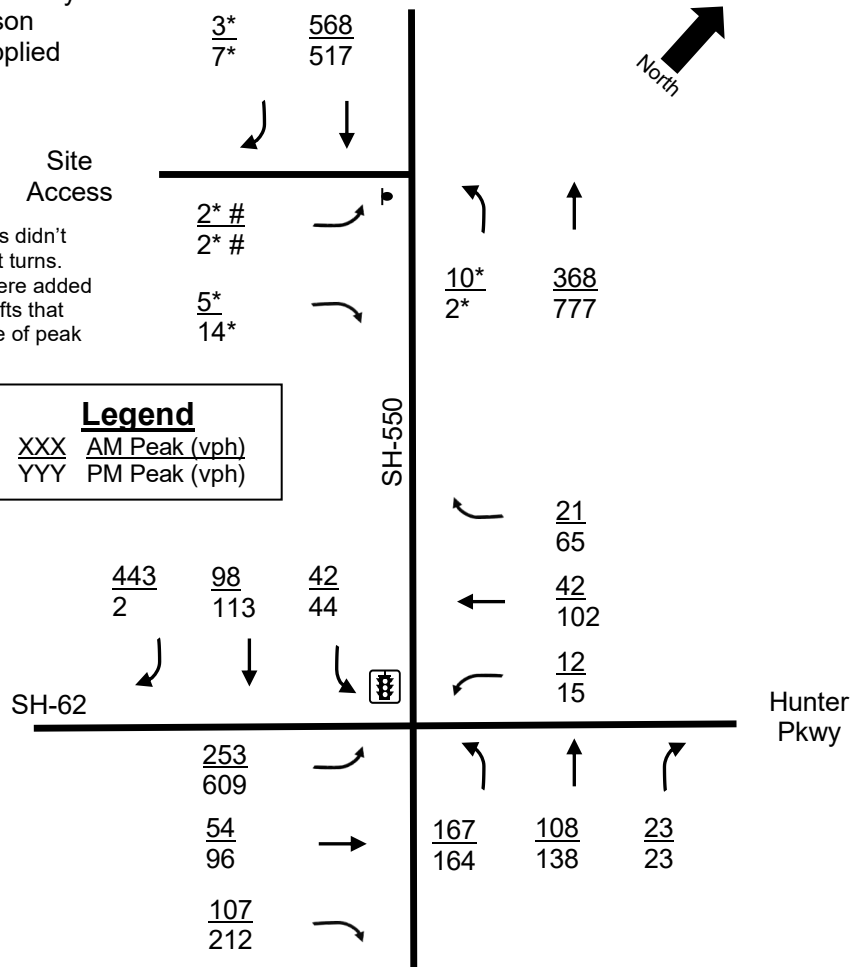
TIS – Ridgway Triangle Site

Figure 9 - Future Background Traffic Volumes - 2045 (AM/PM)

*Diverted Dispensary
Trips with season
factor of 1.7 applied

Existing counts didn't
have any EB left turns.
These values were added
to account for lefts that
occurred outside of peak
hour.

Legend	
XXX	AM Peak (vph)
YYY	PM Peak (vph)



3.3 Total Future Traffic Volumes (Background + Project)

Future total traffic is the sum of project trips and background traffic.

Figure 10 - Total Future Traffic Volumes - 2025 (AM/PM)

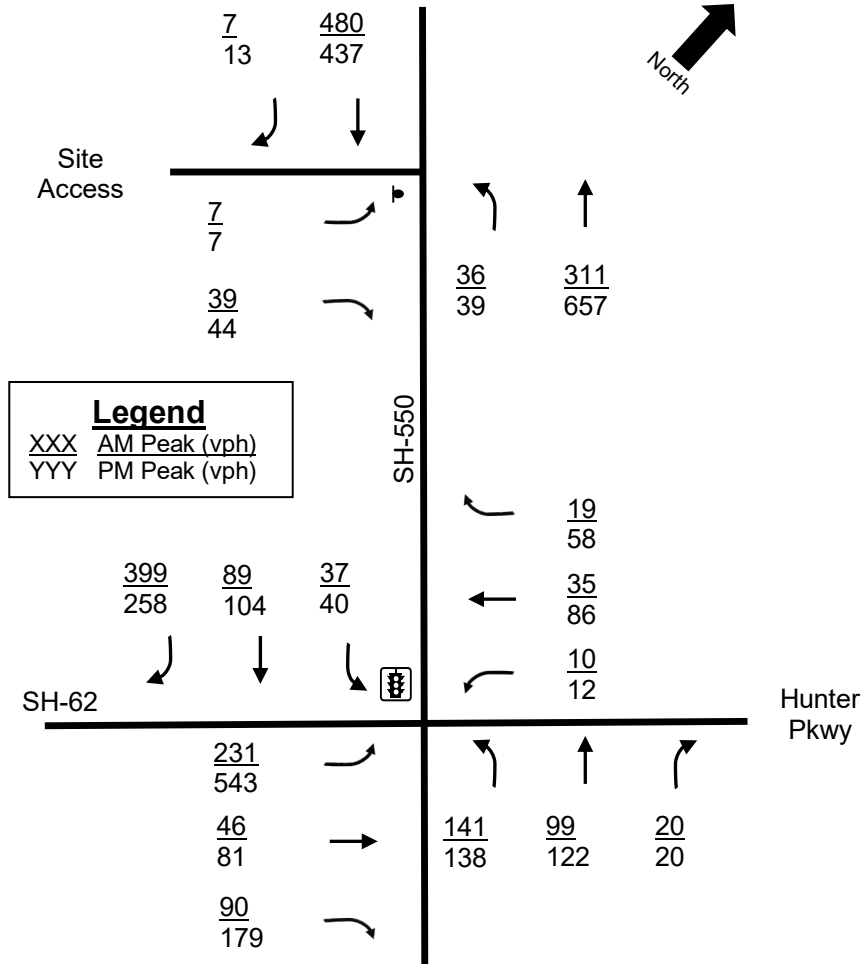
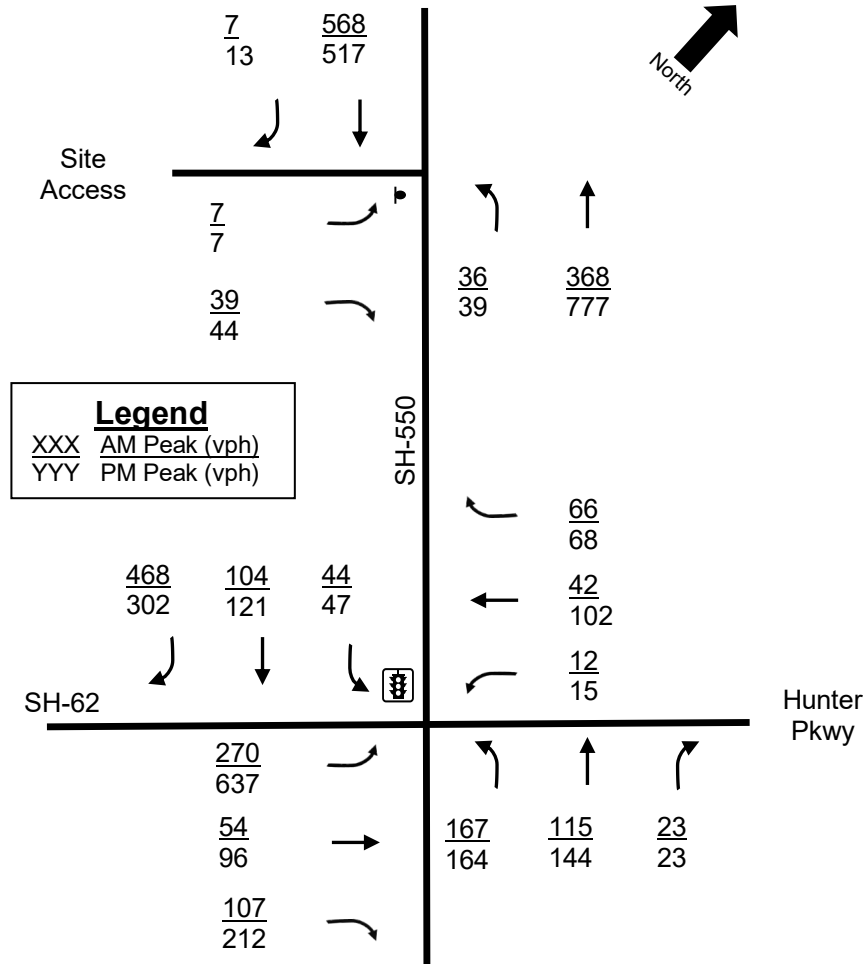


Figure 11 - Total Future Traffic Volumes - 2045 (AM/PM)



4 Peak Hour Safety & Traffic Operations Analysis

This analysis included turn lane warrant evaluations and traffic operations calculations.

4.1 Turn Lane Warrant Evaluation at Site Access Point

The Project Site Access point was evaluated to determine if turn lanes would be warranted to reduce vehicle conflicts points and crash potential. SH-550 has a speed limit of 45 mph, and an access classification NR-B. The following table shows the turn lane warrant analysis. A northbound left turn deceleration lane is required.

Table 2 – Site Access Turn Lane Warrant & Design Summary

Auxiliary Lane	Turning Volume 2045 (VPH)	CDOT Warrant Requirements for NR-B	Lane Warranted Based on Turning Volume?	Lane Justified?
NB Left Turn Deceleration Lane (inbound)	39 (PM)	More than 10 vph when speed more than 40 mph	Yes	Yes
SB Right Turn Deceleration Lane (inbound)	13 (PM)	More than 25 vph when speed more than 40 mph	No	No (see next section also)
EB-NB Left Turn Acceleration Lane (outbound)	7 (PM)	Generally, not required unless safety problem identified, and dependent on a variety of factors	n/a	No (see next section also)
EB-SB Right Turn Acceleration Lane (outbound)	42 (PM)	Generally, not required but dependent on a variety of factors	n/a	No (2 SB lanes south of access)

4.2 Intersection Distance Evaluation

SH-550 is a 4-lane highway at this location with a posted speed limit of 45 (northbound traffic) to 60 mph (southbound traffic). The alignment is straight and has a grade of less than 3% at the Site Access (no grade adjustments necessary). The design vehicle is SU truck. The following table shows the required and observed sight distance for the Project Site access to SH-550, using Colorado State Highway Access Code criteria. The following images show the sight view from this proposed Project Site Access. Adequate intersection sight distance is available in both directions.

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Table 3 – Sight Distance Evaluation on SH-550

Approximate Sight Distance			Required Sight Distance	Actual Exceeds Required?
From Existing Site Access to SH-550	To North	900-ft	650-ft – Stopping at 60 mph (minimum per AASHTO) 900-ft – Entering At 60 mph (desirable per AASHTO)	Matches
	To South	To traffic signal and beyond in straight line	400-ft – Stopping at 45 mph (minimum per AASHTO) 675-ft – Entering At 45 mph (desirable per AASHTO)	Yes

Image #1: View to North Along SH-550 from Project Site Access Location



Image #2: View to South Along SH-550 from Project Site Access Location**4.3 Traffic Operations Results**

The analysis used the latest version of Synchro Software to evaluate the existing and future traffic operations at the intersections and driveways within the study area. The concept of Level of Service (LOS) is used as a basis for computing combinations of roadway operating conditions and delay, which accommodate various level of traffic activity. By definition, six different LOS are used - A, B, C, D, E, and F. LOS "A" represents free-flow conditions with little to no delay. LOS "E" represents the maximum capacity of an intersection or roadway, where delay and/or congestion are severe.

- The future peak hour factor was 0.92.
- SH-550 has grades less than 3% so grade adjustments will be necessary for calculation of turn lane lengths.
- Per CDOT data, truck percentages will be 6% for all roads in the study area.

Table 4 summarizes intersection and movement operational LOS.

Table 4 – Intersection LOS Summary for Peak Hour Conditions

Location	Traffic Control	New Lane Geometry	Year 2025		Year 2045	
			Background	Total	Background	Total
<u>Int #1 SH-550 & Site Access #1 – AM</u>						
	Unsignalized					
Eastbound	Stop		n/a	B	n/a	B
Northbound		Left Turn Decel Lane	n/a	A	n/a	A
Southbound			n/a	A	n/a	A
Critical Movement Delay (sec)			n/a	11.9 (EB)	n/a	12.9 (EB)
<u>Int #1 SH-550 & Site Access #1 – PM</u>						
	Unsignalized					
Eastbound	Stop		n/a	B	n/a	C
Northbound		Left Turn Decel Lane	n/a	A	n/a	A
Southbound			n/a	A	n/a	A
Critical Movement Delay (sec)			n/a	13.1 (EB)	n/a	15.0 (EB)
<u>Int #2 SH-550 & SH-62 - AM</u>						
	Signalized					
Eastbound			D	D	D	D
Westbound			C	C	C	C
Northbound			B	B	B	B
Southbound			A	A	A	A
Overall Intersection LOS & Ave Delay (sec)			C (20.1)	C (20.9)	C (23.0)	C (24.2)
<u>Int #2 SH-550 & SH-62 - PM</u>						
	Signalized					
Eastbound			E	E	F	F
Westbound			E	F	F	F
Northbound			D	D	D	D
Southbound			C	C	C	C
Overall Intersection LOS & Ave Delay (sec)			D (48.0)	D (54.7)	E (80.1)	E (87.4)

Figure 12 - Level of Service Summary - 2025 Total Traffic (AM/PM)

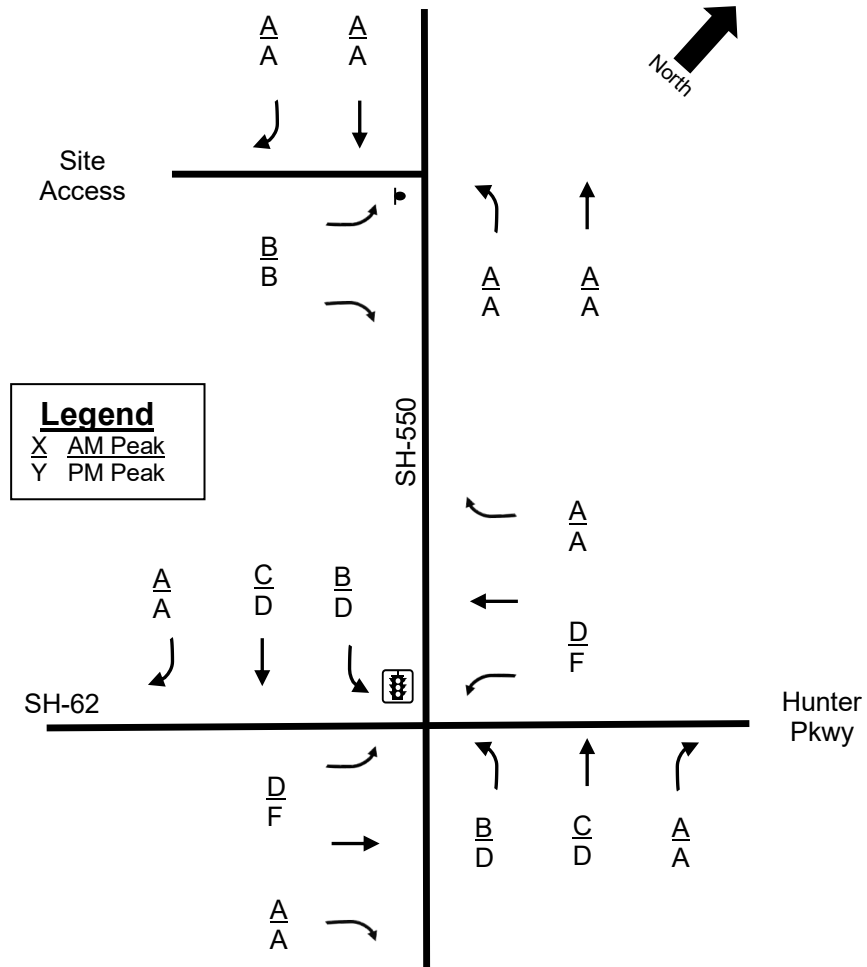
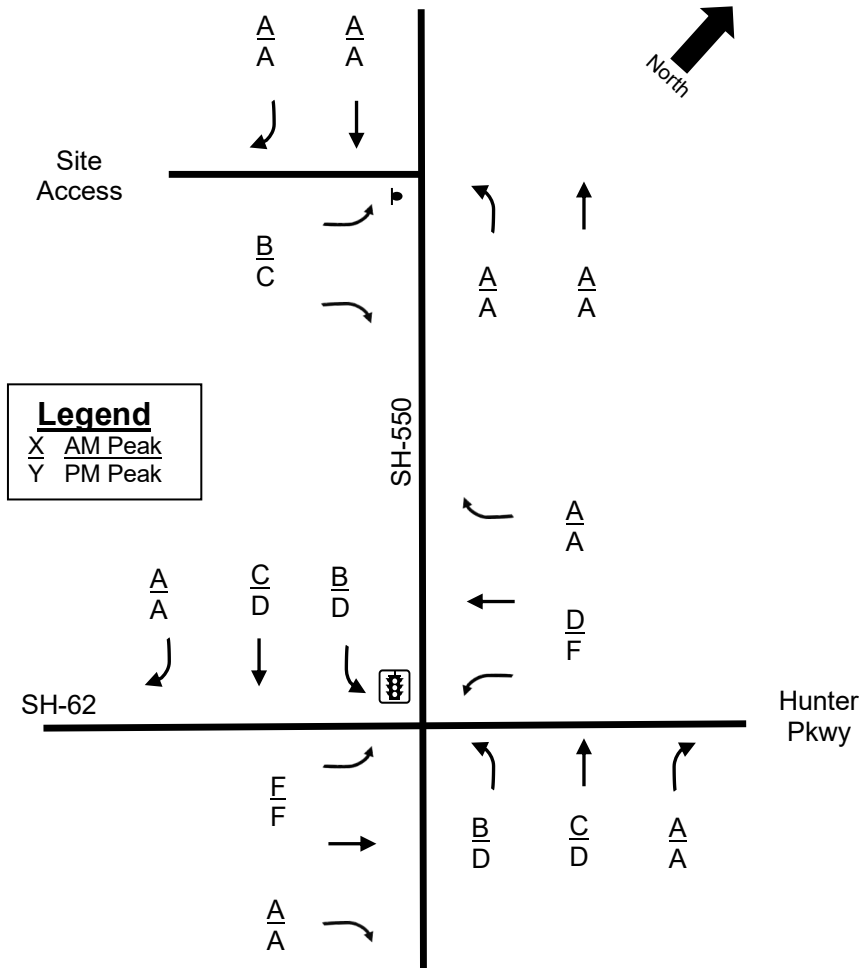


Figure 13 - Level of Service Summary - 2045 Total Traffic (AM/PM)



4.4 Individual Intersection Results & Recommendations

This section describes the recommended geometric improvements and actions resulting from increased background and project traffic.

Int. #1, SH-550 & Site Access

This proposed unsignalized full-movement intersection will have acceptable overall traffic operations in the total traffic analysis periods. A northbound left turn lane is warranted and recommended.

Recommended Improvements with Project Opening

- This access should be constructed with 1 inbound lane and 1 outbound lane but should be wide enough to accommodate WB-50 vehicle turning movements.
- A northbound left turn deceleration lane should be constructed on SH-550. Per CDOT direction, this lane would be installed between the Site Access and the existing southbound left turn lane for the SH-62 intersection. There may not be enough space for the northbound turn lane to meet CDOT's criteria for deceleration distance. If so, then a CDOT Design Waiver would be required as part of the highway design process.
- The existing Dispensary access on SH-550 should be closed to the public and made an emergency only access as part of Project Site Access construction. The Site design should include a paved connection from the site to the Dispensary parking lot so that Dispensary traffic would travel through the Projects site and use the Project access to SH-550.

Int. #2, SH-550 & SH-62

Improvements are not recommended at this intersection with Project Opening. Project traffic is a very small percentage of total traffic.

This is currently a 4-leg signal-controlled intersection. The traffic operations analysis was based on CDOT Synchro files provided by CDOT. The overall intersection would have acceptable traffic operations (LOS D or better) through the year 2025. However, the PM peak hour operations go to LOS F by the year 2045, in the summer peak season. There are likely some changes to the CDOT Synchro model that would improve these results for this isolated intersection. Specifically, the signal timing and phasing plan could be changed, and the two free-flow right turn lanes (eastbound & southbound) could be modeled as free-flow (currently modeled as yield condition).

The critical movement is the eastbound left turn, which experiences very high traffic volumes in the PM peak periods during summer peak flow. This study estimates that there would be over 600 vph making the left turn by the summer of 2045, which is twice the volume of 300 vph (general criteria for considering a second eastbound left turn lane). There are two receiving lanes on the north leg of the intersection so CDOT could consider making this improvement when warranted in the future.

5 CDOT Access Permitting Considerations

The State Highway Access Code requires CDOT access permitting for new access connections. A CDOT access permit will be necessary for:

- the proposed public Site Access connection to SH-550. The permitted traffic volume should be 101 vph (DHV) at milepost 103.89 LT. The Permittee would be the current property owner.
- the proposed private Emergency Access connection to SH-550. The permitted traffic volume should be 0 vph (DHV) at milepost 103.82 LT. The Permittee would be the current property owner.

6 Conclusions

Based on the analysis presented in this report, it appears the proposed mixed-use Project would be successfully incorporated into the existing and future roadway network with one exception. **The Permittee should install a northbound left turn deceleration lane on SH-550 to accommodate Project and Dispensary traffic.**

Public Site Access on SH-550

- This access should be constructed with 1 inbound lane and 1 outbound lane but should be wide enough to accommodate WB-50 vehicle turning movements.
- A northbound left turn deceleration lane should be constructed on SH-550.
 - *Available space:* Per CDOT direction, this lane would be installed between the Site Access and the existing southbound left turn lane for the SH-62 intersection. This existing distance is approximately 450-ft.
 - *CDOT Turn Lane Criteria For NR-B Hwy at 45 mph:*
 - Per Table 4-5 for a “NR-B greater than 40 mph,” left turn deceleration lane length should be the deceleration distance
 - Per Table 4-6, the required deceleration distance is 435-ft
 - Therefore, the total required lane length would be 435-ft
 - *Recommendation:* Construct a 435-ft long northbound left turn lane, in the existing painted median area, including the required taper.

Emergency Access on SH-550

- Reconfigure the existing Dispensary access on SH-550 to a gated emergency only access. The Site design should include a paved connection from the site to the Dispensary parking lot so that Dispensary traffic would travel through the Projects site and use the Project access to SH-550

SH-550 & SH-62 Intersection

- Improvements are not recommended as part of project action. Background traffic growth may lead to CDOT consider making some improvements over the next 25 years.

Appendix

Local Gov't Requirements for Emergency Access

CDOT Traffic & Hwy Data

Project Trip Generation Estimates

Project Trip Distribution & Assignment Calculations

Existing Intersection Turning Movement Count Summaries

Background Traffic Calculations

Intersection Operational Analysis

7-4-7

Ridgway Municipal Code

and approved them as completed in accordance with the final plat, other plans and applicable Town specifications.

(5) The subdivider shall be responsible for the costs to correct and repair any defect in any improvements due to materials or workmanship which appears for a period of 1 year from the date of approval of completion of any improvement, or such later date as provided in any Subdivision Improvements Agreement. As-built plans shall be submitted upon completion with the request for inspection and approval.

(6) No lot may be sold in any subdivision nor may any building, occupancy or other permit be issued if a breach of the improvements agreement occurs until such breach is remedied.

(C) (1) Prior to or at the time of submitting any final plat for any subdivision or planned unit development (or an amendment or replat thereof), the subdivider or subdivider shall submit, for review and approval by Town of Ridgway Planning and Zoning Commission, a written statement from a recognized weed control expert certifying that the subject real property is then free of all "noxious plants" (as such term is defined by C.R.S. 35-5.5-103(16)). Alternately, if any such noxious plants are then determined to be present upon the subject property, the subdivider or subdivider shall submit for such review and approval a written plan for the abatement of such noxious plants. The approved plan shall be incorporated into an overall subdivision improvements agreement and the subdivider or subdivider shall remain individually responsible for the implementation thereof for a period of not less than two years unless a shorter period is expressly provided for in the subdivision improvements agreement.

(2) The foregoing requirements shall be in addition to ordinary weed control requirements imposed upon all landowners by the provisions of Chapter 12 of the Ridgway Town Code.

7-4-7 DESIGN STANDARDS.

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

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

(C) Streets, Alleys, Lots and Blocks:

(1) All streets and alleys shall be constructed and designed in accordance with Town Street and Road Specifications.

(2) All lots shall have access to a street connected to the public street system. In order to ensure access by emergency service responders, any new subdivision street system must be connected by at least two separate routes to the state highway system. (Ord 07-2007)

(3) Access to any public highway under the jurisdiction of the State Department of Highways shall be subject to the provisions of the State Highway Access Code.

(4) Driveways and street access shall be subject to Subsection 14-5-15(B) of the

CDOT Traffic & Hwy Data

CDOT DATA



SH550B	MP	Length	Description	City	County	Hwy Name	Comments
550B	99.78	0.205	MINORSTR (550B099740BR) UNNAMED DRAINAGE	NONE	Ouray	US-550	
550B	100.00	0.064	MINORSTR (550B1000000BR) MILEPOST 100	NONE	Ouray	US-550	
550B	100.07	0.409	MINORSTR (550B100070BR) UNNAMED DRAINAGE	NONE	Ouray	US-550	
550B	100.49	0.209	RD N (CO RD 33)	NONE	Ouray	US-550	
550B	100.70	0.31	MINORSTR (550B100670BR) UNNAMED DRAINAGE	NONE	Ouray	US-550	
550B	101.00	0.104	MILEPOST 101	NONE	Ouray	US-550	
550B	101.07	0.894	RD W (CO RD 3A)	NONE	Ouray	US-550	
550B	102.00	0.262	MILEPOST 102	NONE	Ouray	US-550	
550B	102.25	0.73	RD S (CO RD 3)	NONE	Ouray	US-550	
550B	103.00	0.398	MILEPOST 103	NONE	Ouray	US-550	
550B	103.39	0.292	RD E (CO RD 12) ENTER RIDGEWAY CITY LIMITS	RidgeWay	Ouray	US-550	
550B	103.68	0.019	RAMP ON	RidgeWay	Ouray	US-550	
550B	103.70	0.31	JCT SH 062A (MAIN ST) - RD E (HUNTER PKWY)	NONE	Ouray	US-550	↙
550B	103.89		<i>Proposed site Access</i>				
550B	104.00	0.497	MILEPOST 104	RidgeWay	Ouray	US-550	
550B	104.50	0.129	RD S (MALL RD) (CO RD 5)	RidgeWay	Ouray	US-550	
550B	104.62	0.019	RD SE (TERRACE DR)	RidgeWay	Ouray	US-550	
550B	105.00	0.478	MILEPOST 105	NONE	Ouray	US-550	
550B	105.43	0.433	RD E (CO RD 10)	NONE	Ouray	US-550	
550B	106.00	0.087	MAJOR STR (L-06-F) DRY CREEK - MILEPOST 106	NONE	Ouray	US-550	
550B	106.11	0.033	MINORSTR (550B106010BR) DRY CREEK	NONE	Ouray	US-550	



1/4

104

MP 103.89
Site Access

SH-62

103

- Route 550B
From 103 To 104
- ◊ Ramps
 - Overpass
 - | Underpass
 - Structures

CLASSIFICATION

Access Control	R-A: Regional Highway	NF-B: Non Rural Arterial
Functional Class	3 Principal Arterial - Other	
NHS Designation	1 Mainline NHS	
SAFETY		
NB Primary Speed Limit	60	60
SB Secondary Speed Limit	60	60
TRAFFIC		
AAOT	4100	5100
DRV	15	11
Peak Truck Percentage	0.25	0.63
Year 20 Factor	1.07	1.2

If any appear that information is missing from the straight line diagram, it so, reduce the number of miles/pigs and resubmit the request.

* Speed limits wrong
 - NB is 45 mph to MP 104
 - SB changes from 60 mph to 45 mph at access point

DocuSign Envelope ID: 2C82ED12-E163-42D8-AF60-AE98B06FDD5C... stations. Click the magnifying glass icon in front of a station to see count data below.

[Export to Excel \(/otis/API/TRANSYS/GetAadtsByRouteRefs/550B/103/104/true/true.csv\)](#)

Station ID	Route	Start	End	Description	AADT Year	Single Unit	Comb Trucks	% Trucks	20 Year Factor	DHV	DVMT	DD
105584	550B	98.026	103.388	ON SH 550 NW/O CR 23 & CR 9Z, PORTLAND	4,100 2018	140	70	5.1	1.07	15	21,644	58
105585	550B	103.388	103.702	ON SH 550 SW/O SH 62, MAIN ST, RIDGEWAY	5,100 2018	170	140	6.2	1.2	15	1,586	58
105586	550B	103.702	105.433	ON SH 550 NW/O SH 62, MAIN ST, RIDGEWAY	7,700 2018	230	180	5.3	1.18	11	13,675	57

Projection Year: 2040 [Export to Excel](#)

L Truck factor

[\(/otis/API/TRANSYS/GetFutureTrafficByRouteRefs/2040/550B/103/104/true/true.csv\)](#)

Station ID	Route	Start	End	AADT Year	Single Trucks	Combined Trucks	% Trucks	DHV	Projected AADT	Projected Single Trucks	Projected Combined Trucks
------------	-------	-------	-----	-----------	---------------	-----------------	----------	-----	----------------	-------------------------	---------------------------

Build Year: Design Life (yrs): Lanes: 1 Rigid pavement: [Export](#)

[to Excel \(/otis/API/TRANSYS/GetEsalsByRouteRefs///1/false/550B/103/104/true/true.csv\)](#)

Route	Start	End	Length	AADT Year	20 Year Factor	Single Trucks	Combined Trucks	Projected AADT	Projected Single Trucks	Projected Combined Trucks	18 Kip ESALS
-------	-------	-----	--------	-----------	----------------	---------------	-----------------	----------------	-------------------------	---------------------------	--------------

ON SH 550 NW/O SH 62, MAIN ST, RIDGEWAY (Station Id: 105586)

- [Daily \(#daily-tab\)](#)
- [Monthly Summaries \(#monthly-tab\)](#)
- [Annual \(#annual-tab\)](#)

07/24/2019

Data is only available on select dates for Short Duration sites.

[Export to Excel \(/otis/API/TRANSYS/GetDailyTrafficVolumeForStationByDay/105586/false/2019-7-24.csv\)](#) [View Entire Month](#)

[\(/otis/TrafficData/GetDailyTrafficVolumeForStationByMonth/105586/false/2019/7\)](#)

Dir	0h	1h	2h	3h	4h	5h	6h	7h	8h	9h	10h	11h	12h	13h	14h	15h	16h	17h	18h	19h	20h	21h	22h	23h
P	00012	00005	00002	00003	00014	00028	81	149	286	319	357	417	366	409	435	471	543	613	330	185	137	85	45	31
S	00009	00004	00004	00008	00012	00088	335	449	385	371	373	384	372	359	414	392	396	356	282	184	133	102	31	24

P = Primary direction S = Secondary direction C = Combined traffic counts

Annual data is only available for continuous sites.

Click [here](https://dtdapps.coloradodot.info/staticdata/Downloads/TrafficDataBase/) to download current and historical CDOT traffic databases as either Excel (.xlsx) or compressed Access (.zip)



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- [t \(https://twitter.com/ColoradoDOT\)](https://twitter.com/ColoradoDOT)

Project Trip Generation Estimates

Townhome Weekday



ITETripGen Web-based App

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Technical Support

All Users

Comments

Query Filter

DATA SOURCE:

Trip Gen Manual, 10th Ed
New data edition is available. [Click here](#) to upgrade

SEARCH BY LAND USE CODE:

210

LAND USE GROUP:

(200-299) Residential

LAND USE:

210 - Single-Family Detached Housing

LAND USE SUBCATEGORY:

All Sites

INDEPENDENT VARIABLE (IV):

Dwelling Units

TIME PERIOD:

Weekday

SETTING/LOCATION:

General Urban/Suburban

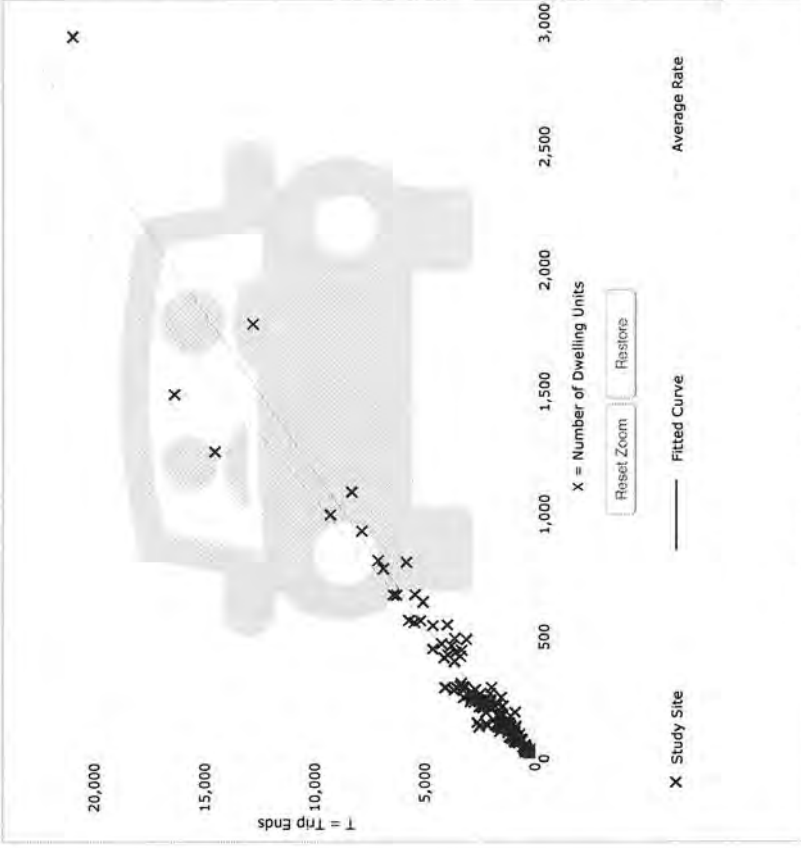
TRIP TYPE:

Vehicle

ENTER IV VALUE TO CALCULATE TRIPS:

10 Calculate

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In. Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use: Single-Family Detached Housing (210) [Click for more details](#)

Independent Variable: Dwelling Units

Time Period: Weekday

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 159

Avg. Num. of Dwelling Units: 204

Average Rate: 9.44

Range of Rates: 4.81 - 19.39

Standard Deviation: 2.10

Fitted Curve Equation: $L_n(T) = 0.92 L_n(X) + 2.71$

R²: 0.95

Directional Distribution: 50% entering, 50% exiting

Calculated Trip Ends: Average Rate: 94 (Total), 47 (Entry), 47 (Exit)

Fitted Curve: 125 (Total), 62 (Entry), 63 (Exit)

Project Trip Generation

ADDONS

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Townhome - AM Peak

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Comments

Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. [Click here to upgrade](#)

SEARCH BY LAND USE CODE: 210

LAND USE GROUP: (200-299) Residential

LAND USE : 210 - Single-Family Detached Housing

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): Dwelling Units

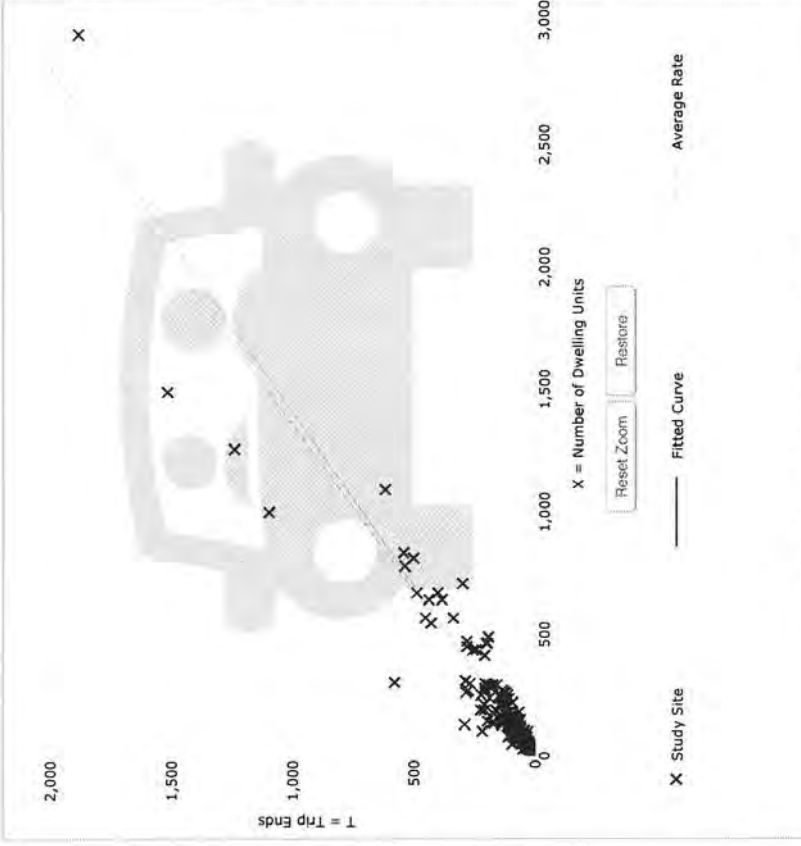
TIME PERIOD: Weekday, Peak Hour of Adjacent Street Traffic, 1

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 10

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In. Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use: Single-Family Detached Housing (210) [Click for more details](#)

Independent Variable: Dwelling Units

Time Period: Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 173

Avg. Num. of Dwelling Units: 219

Average Rate: 0.74

Range of Rates: 0.33 - 2.27

Standard Deviation: 0.27

Fitted Curve Equation: $T = 0.71(X) + 4.80$

$R^2:$ 0.89

Directional Distribution: 25% entering, 75% exiting

Calculated Trip Ends:
Average Rate: 7 (Total), 1 (Entry), 6 (Exit)
Fitted Curve: 12 (Total), 3 (Entry), 9 (Exit)

ADD-ONS

TYOTISS Pk

2/12



Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. [Click here](#) to upgrade

SEARCH BY LAND USE CODE: 210

LAND USE GROUP: (200-299) Residential

LAND USE: 210 - Single-Family Detached Housing

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): Dwelling Units

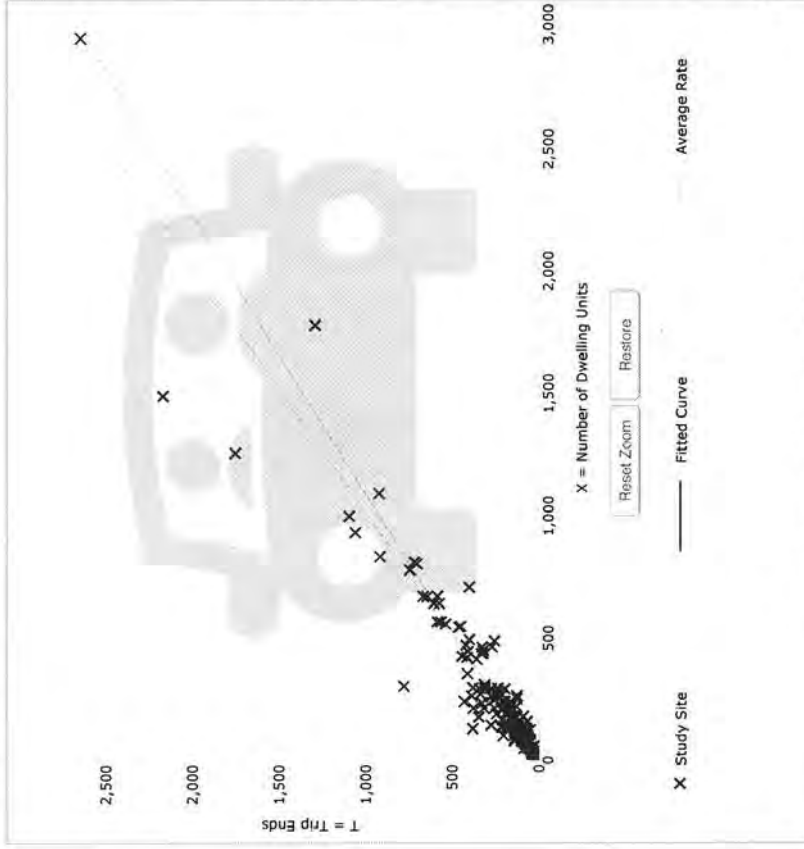
TIME PERIOD: Weekday, Peak Hour of Adjacent Street Traffic, 1

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 10

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In. Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use: Single-Family Detached Housing (210) [Click for more details](#)

Independent Variable: Dwelling Units

Time Period: Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 190

Avg. Num. of Dwelling Units: 242

Average Rate: 0.98

Range of Rates: 0.44 - 2.98

Standard Deviation: 0.31

Fitted Curve Equation: $\ln(T) = 0.96 \ln(X) + 0.20$

R²: 0.92

Directional Distribution: 63% entering, 37% exiting

Calculated Trip Ends:
Average Rate: 10 (Total), 6 (Entry), 4 (Exit)
Fitted Curve: 11 (Total), 7 (Entry), 4 (Exit)

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Multi-Family - Daily

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Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. [Click here](#) to upgrade.

SEARCH BY LAND USE CODE: 220

LAND USE GROUP: (200-299) Residential

LAND USE : 220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): Dwelling Units

TIME PERIOD: Weekday

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 28

DATA STATISTICS

Land Use: Multifamily Housing (Low-Rise) (220) [Click for more details](#)

Independent Variable: Dwelling Units

Time Period: Weekday

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 29

Avg. Num. of Dwelling Units: 168

Average Rate: 7.32

Range of Rates: 4.45 - 10.97

Standard Deviation: 1.31

Fitted Curve Equation: $T = 7.56(X) - 40.86$

$R^2 = 0.96$

Directional Distribution: 50% entering, 50% exiting

Calculated Trip Ends: **Average Rate: 205 (Total), 102 (Entry), 103 (Exit)**

Fitted Curve: 171 (Total), 85 (Entry), 86 (Exit)

Data Plot and Equation

X = Number of Dwelling Units

X Study Site Fitted Curve Average Rate

Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

Graph Look Up

Multi-Family - AM

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Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. [Click here to upgrade.](#)

SEARCH BY LAND USE CODE: 220

LAND USE GROUP: (200-299) Residential

LAND USE : 220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): Dwelling Units

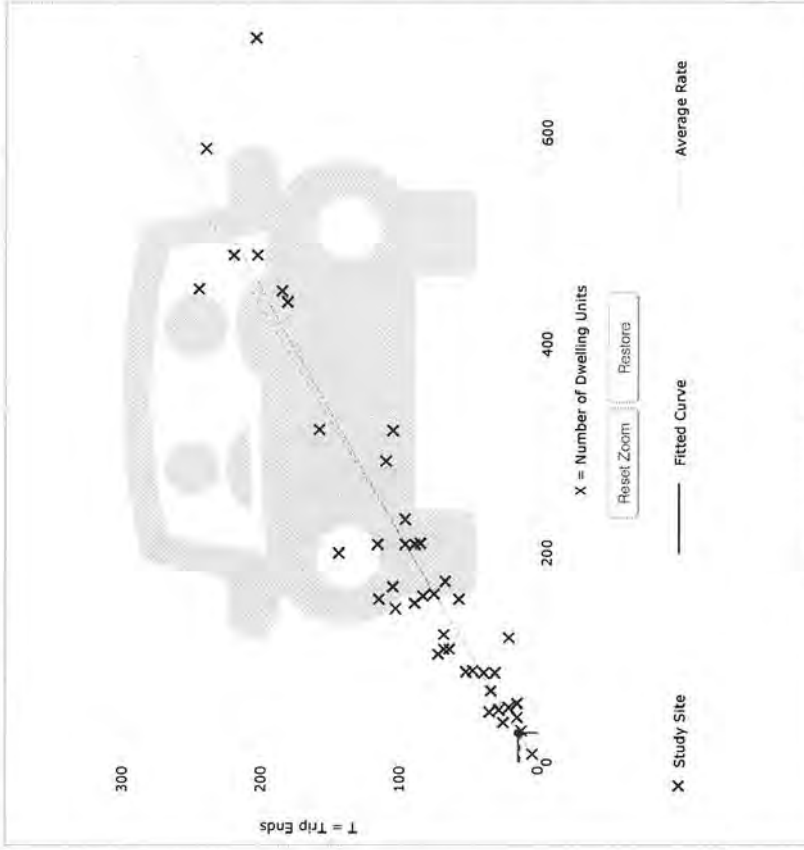
TIME PERIOD: Weekday, Peak Hour of Adjacent Street Traffic, I

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 28

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

ADD-ONS

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Graph Look Up

MULTI-FAMILY - PM

ITETripGen Web-based App

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Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. [Click here to upgrade](#)

SEARCH BY LAND USE CODE: 220

LAND USE GROUP: Residential (200-299)

LAND USE: 220 - Multifamily Housing (Low-Rise)

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): Dwelling Units

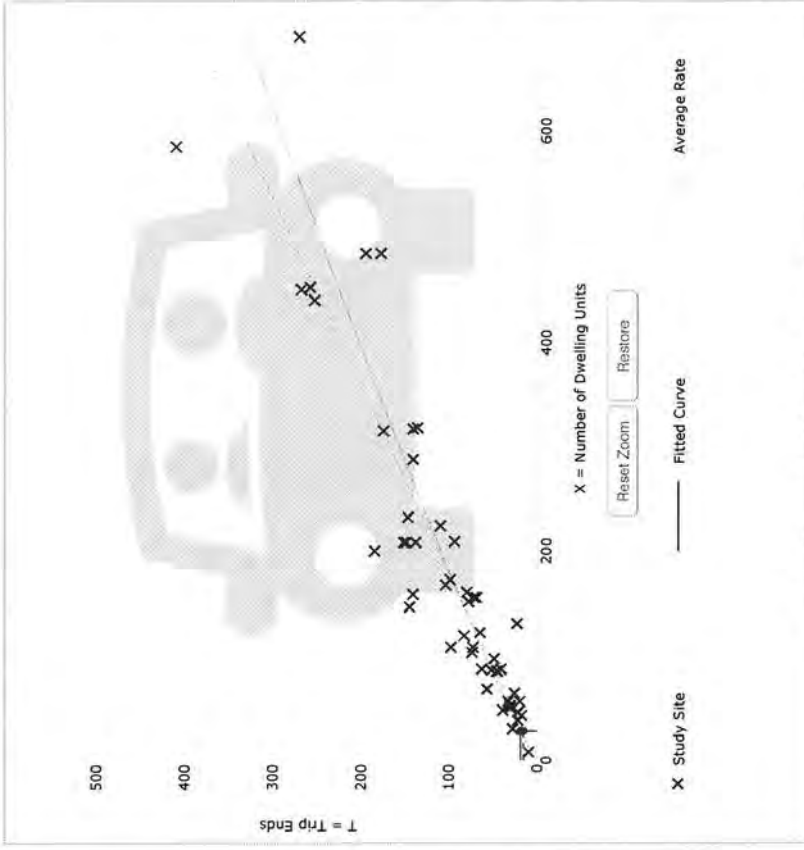
TIME PERIOD: Weekday, Peak Hour of Adjacent Street Traffic, I

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 28

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use: Multifamily Housing (Low-Rise) (220). [Click for more details](#)

Independent Variable: Dwelling Units

Time Period: Weekday
Peak Hour of Adjacent Street Traffic
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 50

Avg. Num. of Dwelling Units: 187

Average Rate: 0.56

Range of Rates: 0.18 - 1.25

Standard Deviation: 0.16

Fitted Curve Equation: $Ln(T) = 0.89 Ln(X) - 0.02$

R²: 0.85

Directional Distribution: 63% entering, 37% exiting

Calculated Trip Ends: Average Rate: 16 (Total), 10 (Entry), 6 (Exit)
Fitted Curve: 19 (Total), 12 (Entry), 7 (Exit)



Graph Look Up

Restaurant - Daily

ITETripGen Web-based App

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ADD-ONS

TY OTISS Pro

7/12

Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. [Click here](#) to upgrade.

SEARCH BY LAND USE CODE: 932

LAND USE GROUP: (900-999) Services

LAND USE : 932 - High-Turnover (Sit-Down) Restaurant

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): 1000 Sq. Ft. GFA

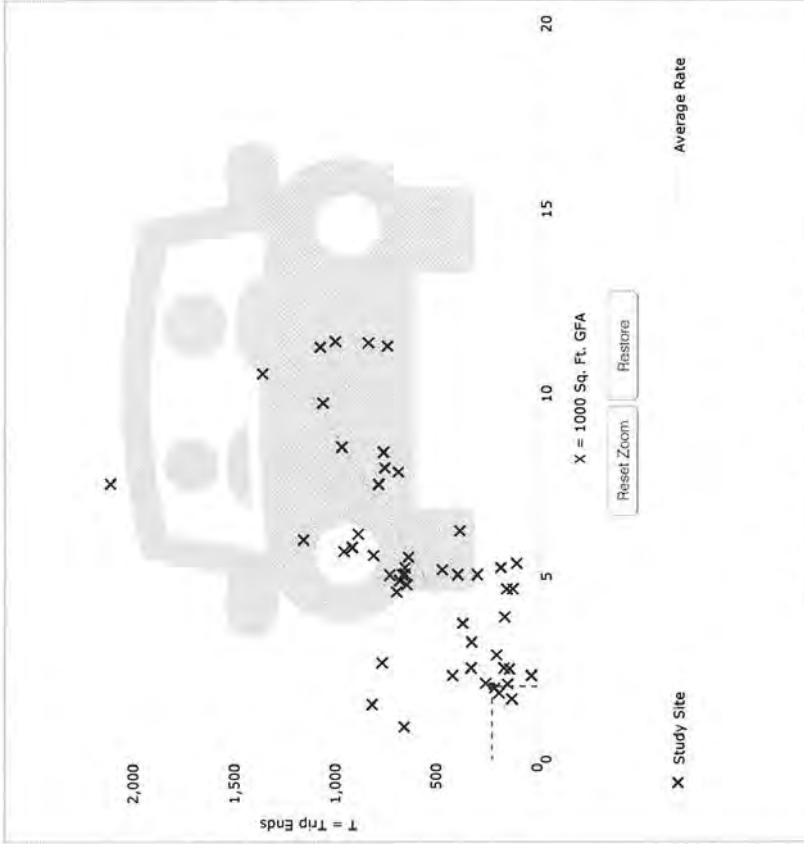
TIME PERIOD: Weekday

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 2

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In. Hover the mouse pointer on data points to view X and Y values.

Graph Look Up

Restaurant - AM

ITE TripGen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. [Click here](#) to upgrade

SEARCH BY LAND USE CODE: 932

LAND USE GROUP: (900-999) Services

LAND USE : 932 - High-Turnover (Sit-Down) Restaurant

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): 1000 Sq. Ft. GFA

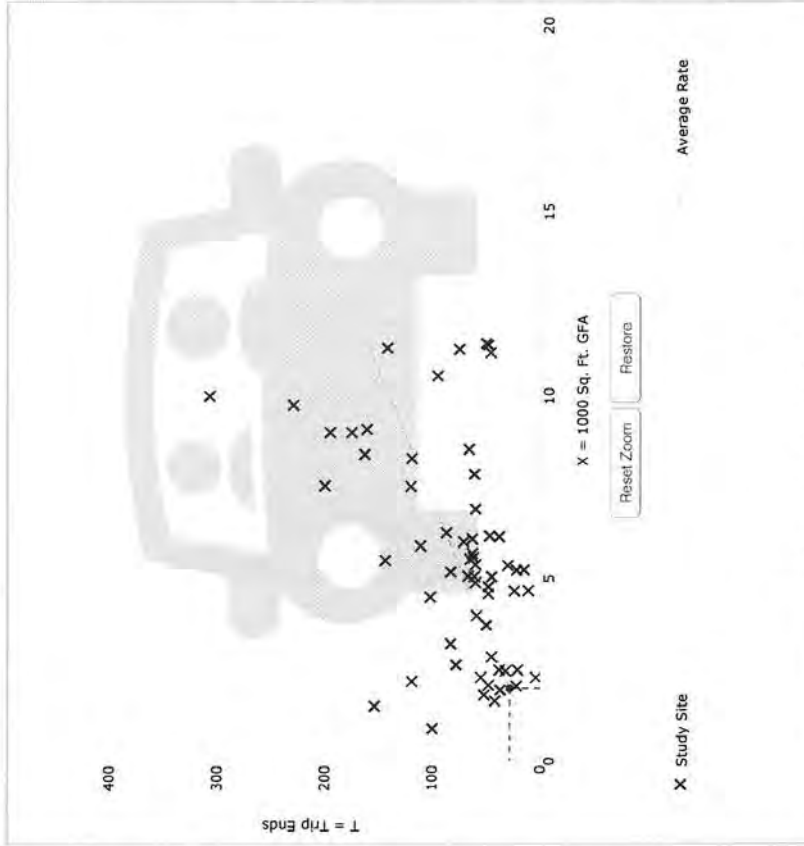
TIME PERIOD: Weekday, AM Peak Hour of Generator

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 2

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In. Hover the mouse pointer on data points to view X and Y values.

ADD-ONS

Try OTISS Pro

8/12

Graph Look Up

Restaurant - PM

ITETripGen Web-based App

Graph Look Up

Technical Support

All Users

Commuting

Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. [Click here to upgrade.](#)

SEARCH BY LAND USE CODE: 932

LAND USE GROUP: (900-999) Services

LAND USE : 932 - High-Turnover (Sit-Down) Restaurant

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): 1000 Sq. Ft. GFA

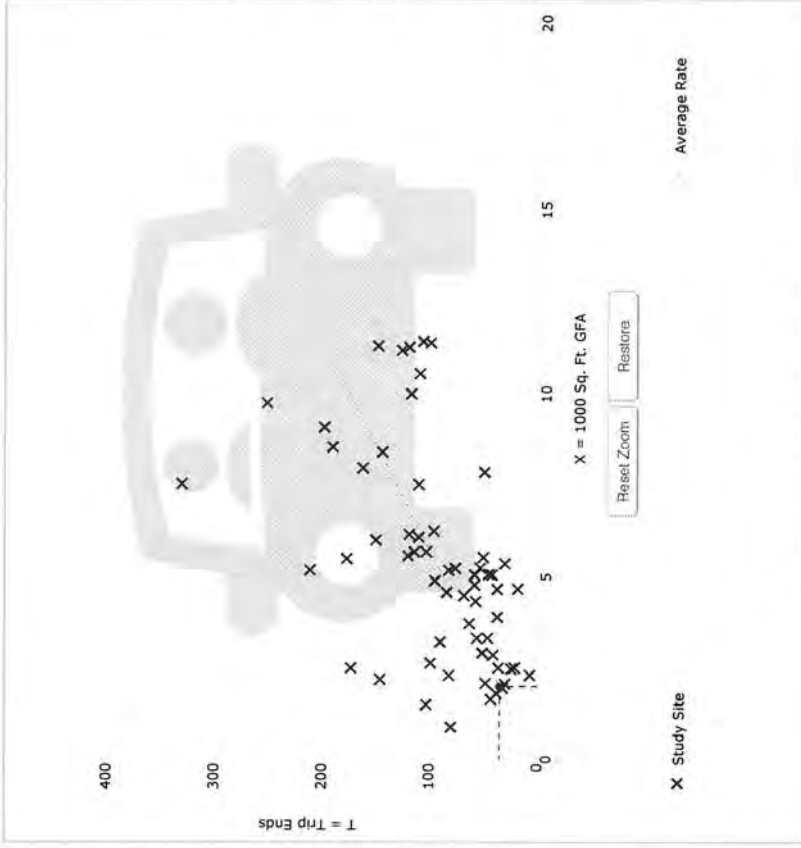
TIME PERIOD: Weekday, PM Peak Hour of Generator

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 2

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use: High-Turnover (Sit-Down) Restaurant (932) [Click for more details](#)

Independent Variable: 1000 Sq. Ft. GFA

Time Period: Weekday
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 61

Avg. 1000 Sq. Ft. GFA: 5

Average Rate: 17.41

Range of Rates: 3.04 - 89.99

Standard Deviation: 11.71

Fitted Curve Equation: Not Given

R²: ...

Directional Distribution: 52% entering, 48% exiting

Calculated Trip Ends: Average Rate: 35 (Total), 18 (Entry), 17 (Exit)

ADD-ONS

Try OTISS P10

9/12

Graph Look Up

Retail - Daily

ITETripGen Web-based App

Graph Look Up

Technical Support

Add Users

Comments

Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. Click here to upgrade.

SEARCH BY LAND USE CODE: [876]

LAND USE GROUP: (800-899) Retail

LAND USE : 876 - Apparel Store

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): 1000 Sq. Ft. GFA

TIME PERIOD: Weekday

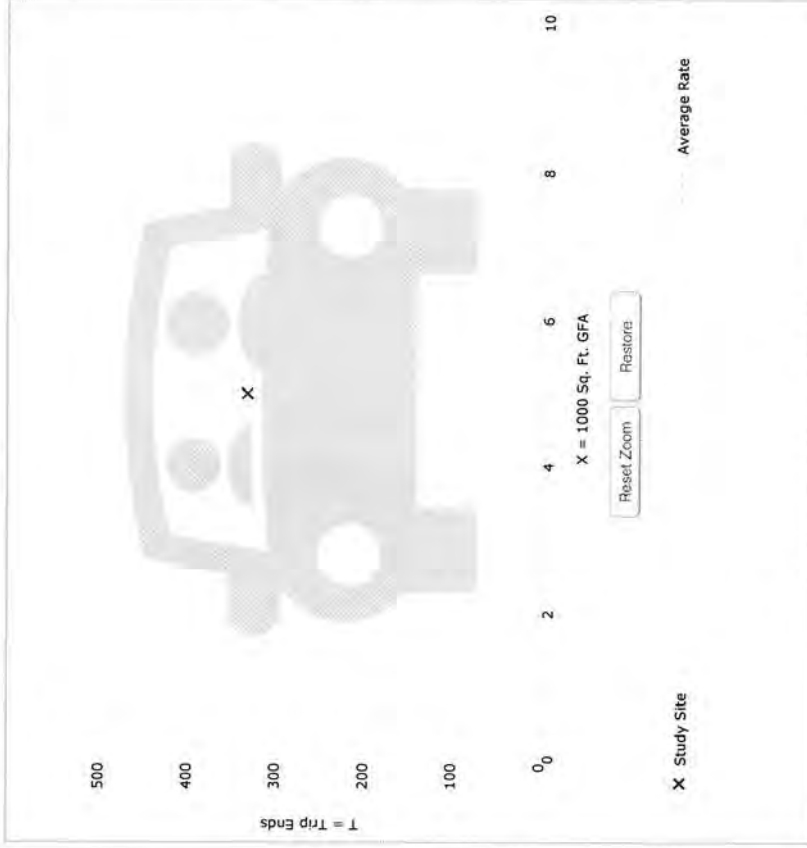
SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: [3.2]

Data Plot and Equation

Caution - Small Sample Size



Use the mouse wheel to Zoom Out or Zoom In. Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use: Apparel Store (876) Click for more details

Independent Variable: 1000 Sq. Ft. GFA

Time Period: Weekday

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 5

Average Rate: 66.40

Range of Rates: 66.40 - 66.40

Standard Deviation:

Fitted Curve Equation: Not Given

R²:

Directional Distribution: 50% entering, 50% exiting

Calculated Trip Ends: Average Rate: 212 (Total), 106 (Entry), 106 (Exit)

Note: This one of the few ITE retail users for a small space of 3,200sf

ADD-ONS

Try OTISS PRO

10/12

Graph Look Up

Retail - AM

ITETripGen Web-based App

Graph Look Up

Technical Support

Add Users

Commissions

Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. Click here to upgrade.

SEARCH BY LAND USE CODE: 876

LAND USE GROUP: (800-899) Retail

LAND USE: 876 - Apparel Store

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): 1000 Sq. Ft. GFA

TIME PERIOD: Weekday, AM Peak Hour of Generator

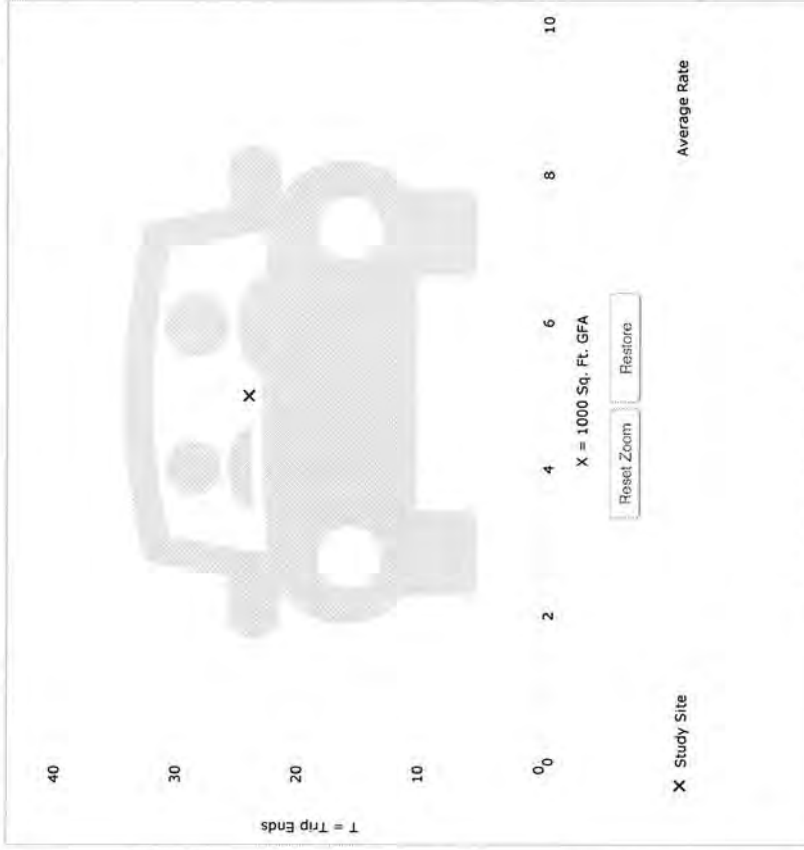
SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: 3.2

Data Plot and Equation

Caution - Small Sample Size



Use the mouse wheel to Zoom Out or Zoom In.
Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use: Apparel Store (876) Click for more details

Independent Variable: 1000 Sq. Ft. GFA

Time Period: Weekday
AM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 1

Avg. 1000 Sq. Ft. GFA: 5

Average Rate: 4.80

Range of Rates: 4.80 - 4.80

Standard Deviation:

Fitted Curve Equation: Not Given

R²:

Directional Distribution: 54% entering, 46% exiting

Calculated Trip Ends: Average Rate: 15 (Total), 8 (Entry), 7 (Exit)

ADD-ONS

Try OTISS Pro

6/12

Retail - PM



Query Filter

DATA SOURCE: Trip Gen Manual, 10th Ed
New data edition is available. [Click here](#) to upgrade.

SEARCH BY LAND USE CODE: [B76]

LAND USE GROUP: (800-899) Retail

LAND USE: B76 - Apparel Store

LAND USE SUBCATEGORY: All Sites

INDEPENDENT VARIABLE (IV): 1000 Sq. Ft. GFA

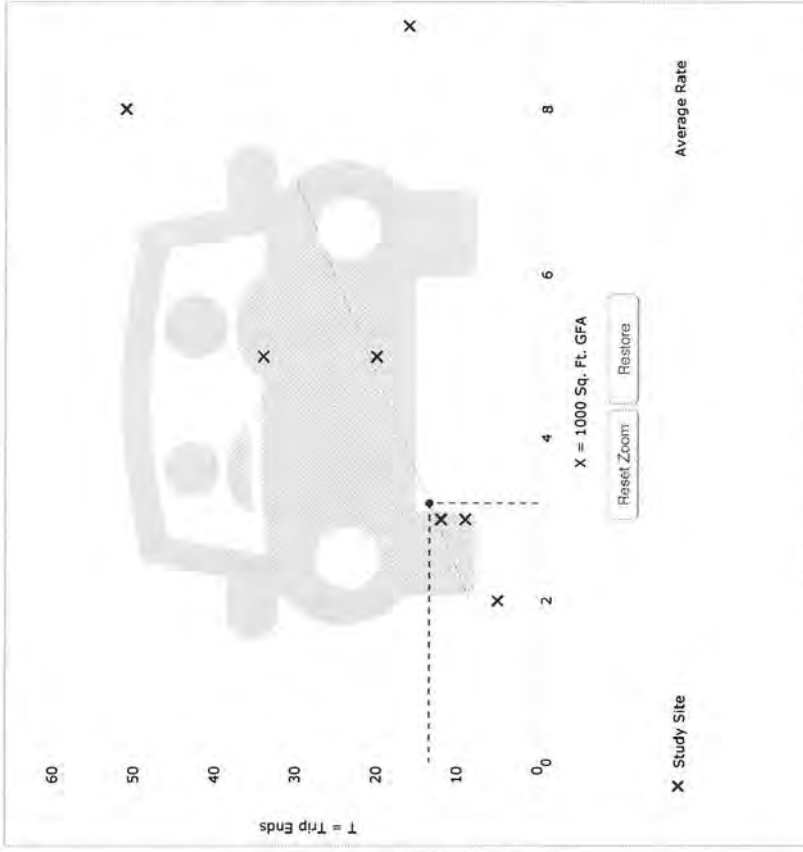
TIME PERIOD: Weekday, PM Peak Hour of Generator

SETTING/LOCATION: General Urban/Suburban

TRIP TYPE: Vehicle

ENTER IV VALUE TO CALCULATE TRIPS: [3.2]

Data Plot and Equation



Use the mouse wheel to Zoom Out or Zoom In. Hover the mouse pointer on data points to view X and T values.

DATA STATISTICS

Land Use: Apparel Store (876) [Click for more details](#)

Independent Variable: 1000 Sq. Ft. GFA

Time Period: Weekday
PM Peak Hour of Generator

Setting/Location: General Urban/Suburban

Trip Type: Vehicle

Number of Studies: 7

Avg. 1000 Sq. Ft. GFA: 5

Average Rate: 4.20

Range of Rates: 1.78 - 6.80

Standard Deviation: 2.12

Fitted Curve Equation: Not Given

R²:

Directional Distribution: 50% entering, 50% exiting

Calculated Trip Ends: Average Rate: 13 (Total), 6 (Entry), 7 (Exit)

12/12

Project Trip Distribution & Assignment Calculations

Intersection Turning Movement Count Summary

Project: 0
Location: Ridgway CO
EB/WB Road: SH 62
NB/SB Road: SH 550

Intersection **# 2**

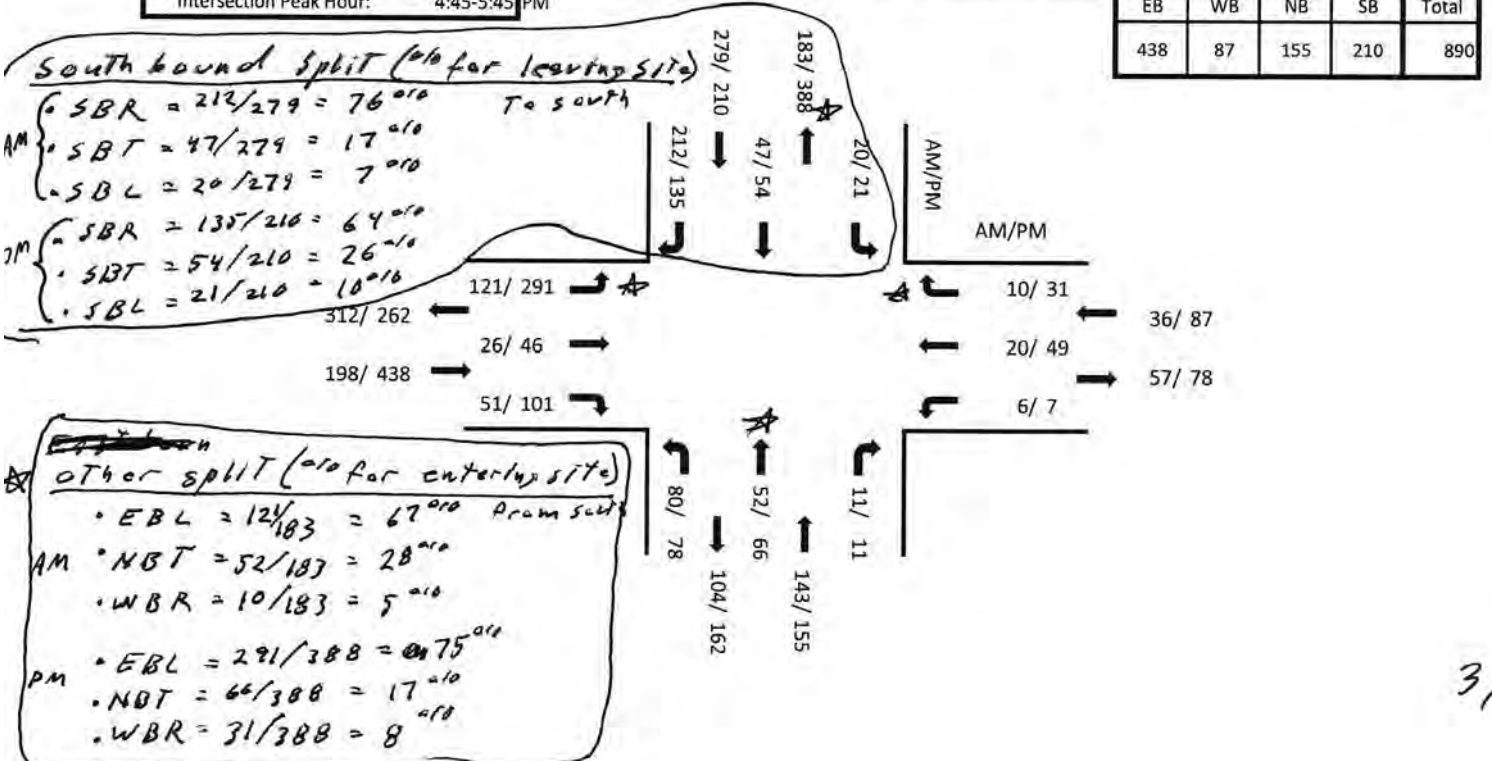
Counted by: APX
Count Date: 2/19/2020
Peak Season Adjust: 1

Time	SH 62 - (EB)				SH 62 - (WB)				SH 550 - (NB)				SH 550 - (SB)				Total Volume
	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	
7:00	12	1	6	0	0	6	0	0	10	5	0	0	7	12	54	0	113
7:15	12	2	3	0	0	2	1	0	14	5	0	0	5	6	59	0	109
7:30	14	3	9	0	1	5	2	0	15	5	1	0	5	11	48	0	119
7:45	25	8	14	0	2	12	2	0	19	10	3	0	8	7	75	0	185
8:00	35	6	18	0	2	1	2	0	24	12	1	0	3	12	44	0	160
8:15	30	8	8	0	0	2	1	0	17	12	2	0	3	11	40	0	134
8:30	31	4	11	0	2	5	5	0	20	18	5	0	6	17	53	0	177
8:45	32	9	19	0	1	12	6	0	18	9	1	0	5	11	43	0	166
Totals	191	41	88	0	8	45	19	0	137	76	13	0	42	87	416	0	1163

Peak Hr	121	26	51	0	6	20	10	0	80	52	11	0	20	47	212	0	656
Intersection Peak Hour:	7:45-8:45 AM												EB	WB	NB	SB	Total
													198	36	143	279	656

Time	SH 62 - (EB)				SH 62 - (WB)				SH 550 - (NB)				SH 550 - (SB)				Total Volume
	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	
4:00	47	12	22	0	5	9	8	0	18	17	2	0	8	24	39	0	211
4:15	47	9	29	0	1	13	9	0	19	10	3	0	4	17	57	0	218
4:30	53	9	16	0	3	7	5	0	17	21	0	0	2	16	44	0	193
4:45	76	12	15	0	1	5	7	0	14	14	1	0	6	20	37	0	208
5:00	79	13	25	0	3	14	14	0	21	17	3	0	5	8	30	0	232
5:15	75	16	21	0	2	13	4	0	22	13	4	0	5	11	36	0	222
5:30	61	5	40	0	1	17	6	0	21	22	3	0	5	15	32	0	228
5:45	48	5	17	0	0	8	5	0	13	8	1	0	2	14	26	0	147
Totals	486	81	185	0	16	86	58	0	145	122	17	0	37	125	301	0	1659

Peak Hr	291	46	101	0	7	49	31	0	78	66	11	0	21	54	135	0	890
Intersection Peak Hour:	4:45-5:45 PM												EB	WB	NB	SB	Total
													438	87	155	210	890



Existing Intersection Turning Movement Count Summaries

1/2 hr count summaries



Intersection Turning Movement Count Summary

Project: 0
 Location: Ridgway CO
 EB/WB Road: Access - *Dispensary*
 NB/SB Road: SH 550

Counted by: APX
 Count Date: 2/19/2020
 Peak Season Adjust: 1

Time AM	Access - (EB)				Access - (WB)				SH 550 - (NB)				SH 550 - (SB)				Total Volume
	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	
7:00	0	0	0	0	0	0	0	0	0	17	0	0	0	77	0	0	94
7:15	0	0	0	0	0	0	0	0	0	21	0	0	0	73	0	0	94
7:30	0	0	0	0	0	0	0	0	0	20	0	0	0	68	0	0	88
7:45	0	0	1	0	0	0	0	0	1	36	0	0	0	93	1	0	132
8:00	0	0	0	0	0	0	0	0	1	49	0	0	0	54	0	0	104
8:15	0	0	1	0	0	0	0	0	0	40	0	0	0	54	1	0	96
8:30	0	0	1	0	0	0	0	0	4	51	0	0	0	71	0	0	127
8:45	0	0	0	0	0	0	0	0	0	48	0	0	0	66	2	0	116
Totals	0	0	3	0	0	0	0	0	6	282	0	0	0	556	4	0	851

★ *0 0 5 0 0 0 10 299 0 0 462 3* ★

Peak Hr	0	0	3	0	0	0	0	0	6	176	0	0	0	272	2	0	459
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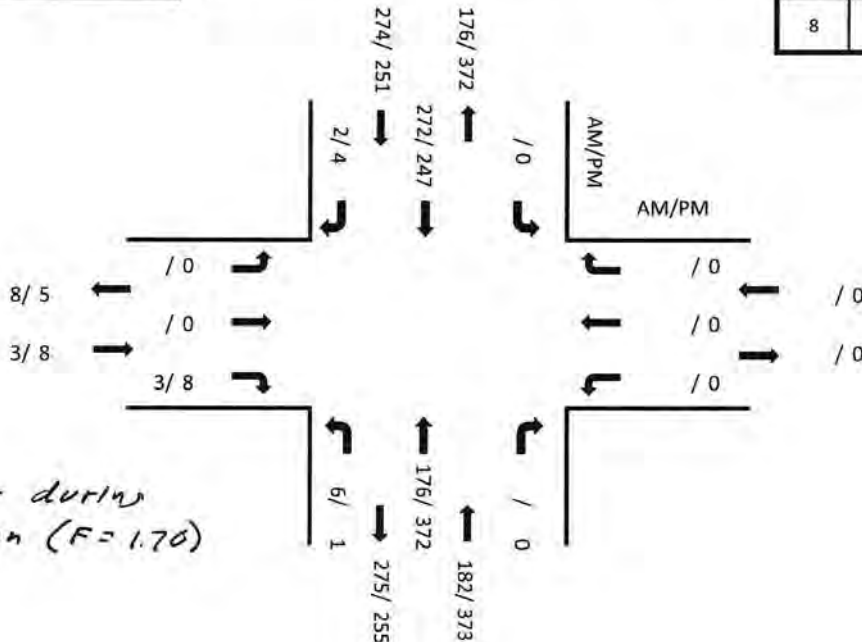
Intersection Peak Hour: 7:45-8:45 AM	EB	WB	NB	SB	Total
	3	0	182	274	459

Time PM	Access - (EB)				Access - (WB)				SH 550 - (NB)				SH 550 - (SB)				Total Volume
	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	
4:00	0	0	4	0	0	0	0	0	1	74	0	0	0	71	1	0	151
4:15	0	0	2	0	0	0	0	0	1	85	0	0	0	79	1	0	168
4:30	0	0	1	0	0	0	0	0	0	80	0	0	0	64	2	0	147
4:45	0	0	4	0	0	0	0	0	0	99	0	0	0	59	1	0	163
5:00	0	0	1	0	0	0	0	0	0	108	0	0	0	45	0	0	154
5:15	2	0	1	0	0	0	0	0	0	94	0	0	0	49	0	0	146
5:30	0	0	0	0	0	0	0	0	1	90	0	0	0	56	1	0	148
5:45	2	0	0	0	0	0	0	0	0	66	0	0	0	43	0	0	111
Totals	4	0	13	0	0	0	0	0	3	696	0	0	0	466	6	0	1188

★ *0 0 14 0 0 0 2 632 0 420 7* ★

Peak Hr	0	0	8	0	0	0	0	0	1	372	0	0	0	247	4	0	632
---------	---	---	---	---	---	---	---	---	---	-----	---	---	---	-----	---	---	-----

Intersection Peak Hour: 4:15-5:15 PM	EB	WB	NB	SB	Total
	8	0	373	251	632



1/2

Intersection Turning Movement Count Summary

Project: 0
Location: Ridgway CO
EB/WB Road: SH 62
NB/SB Road: SH 550

Intersection # 2

Counted by: APX
Count Date: 2/19/2020
Peak Season Adjust: 1

Time	SH 62 - (EB)				SH 62 - (WB)				SH 550 - (NB)				SH 550 - (SB)				Total Volume
	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	
7:00	12	1	6	0	0	6	0	0	10	5	0	0	7	12	54	0	113
7:15	12	2	3	0	0	2	1	0	14	5	0	0	5	6	59	0	109
7:30	14	3	9	0	1	5	2	0	15	5	1	0	5	11	48	0	119
7:45	25	8	14	0	2	12	2	0	19	10	3	0	8	7	75	0	185
8:00	35	6	18	0	2	1	2	0	24	12	1	0	3	12	44	0	160
8:15	30	8	8	0	0	2	1	0	17	12	2	0	3	11	40	0	134
8:30	31	4	11	0	2	5	5	0	20	18	5	0	6	17	53	0	177
8:45	32	9	19	0	1	12	6	0	18	9	1	0	5	11	43	0	166
Totals	191	41	88	0	8	45	19	0	137	76	13	0	42	87	416	0	1163

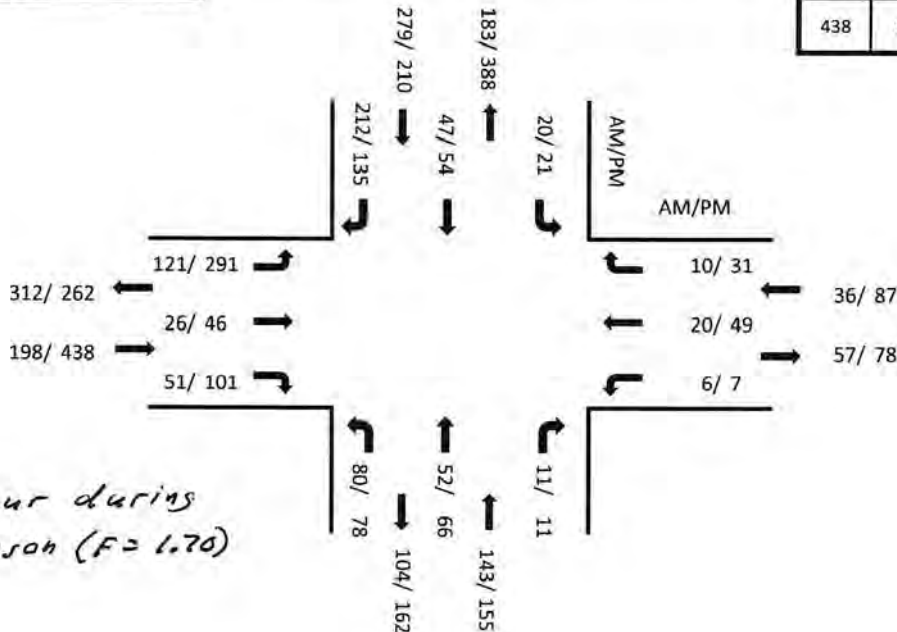
★ *206 44 87 10 34 17 136 88 19 34 80 360* ★

Peak Hr	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Total
	121	26	51	0	6	20	10	0	80	52	11	0	20	47	212	0	656
Intersection Peak Hour: 7:45-8:45 AM													EB	WB	NB	SB	Total
													198	36	143	279	656

Time	SH 62 - (EB)				SH 62 - (WB)				SH 550 - (NB)				SH 550 - (SB)				Total Volume
	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	
4:00	47	12	22	0	5	9	8	0	18	17	2	0	8	24	39	0	211
4:15	47	9	29	0	1	13	9	0	19	10	3	0	4	17	57	0	218
4:30	53	9	16	0	3	7	5	0	17	21	0	0	2	16	44	0	193
4:45	76	12	15	0	1	5	7	0	14	14	1	0	6	20	37	0	208
5:00	79	13	25	0	3	14	14	0	21	17	3	0	5	8	30	0	232
5:15	75	16	21	0	2	13	4	0	22	13	4	0	5	11	36	0	222
5:30	61	5	40	0	1	17	6	0	21	22	3	0	5	15	32	0	228
5:45	48	5	17	0	0	8	5	0	13	8	1	0	2	14	26	0	147
Totals	486	81	185	0	16	86	58	0	145	122	17	0	37	125	301	0	1659

★ *495 78 172 12 83 53 137 112 19 36 92 230* ★

Peak Hr	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Left	Thru	Right	RTOR	Total
	291	46	101	0	7	49	31	0	78	66	11	0	21	54	135	0	890
Intersection Peak Hour: 4:45-5:45 PM													EB	WB	NB	SB	Total
													438	87	155	210	890



★ Peak hour during peak season (F=1.70)

Background Traffic Calculations

CDOT Monthly Traffic Volumes - Station 222 on US-550B from MP 117.047 to MP 122.511, SW of Vernal Road

CALYR	JANCOUNT	FEBCOUNT	MARCOUNT	APRCOUNT	MAYCOUNT	JUNCOUNT	JULCOUNT	AUGCOUNT	SEPCOUNT	OCTCOUNT	NOVCOUNT	DECCOUNT
2019	6,624	6,660	6,869	7,149	8,192	10,571	11,737	11,137	10,642	8,396	6,982	6,766
2010	5,097	5,215	5,572	5,367	6,557	8,365	9,217	8,768	8,235	6,639	5,298	5,195
2009	5,429	5,644	5,791	5,583	6,846	8,368	9,539	8,789	8,273	6,477	5,419	5,190
2008	5,365	5,602	6,077	5,955	6,905	8,397	9,021	8,783	8,092	7,005	5,738	5,263
2007	5,568	5,808	6,375	6,218	7,198	8,706	9,595	9,196	8,553	7,214	6,269	5,316
2006	5,535	5,981	6,029	6,158	7,227	8,561	9,307	8,750	8,350	6,856	6,006	5,633
2005	5,261	5,595	5,924	5,799	7,006	8,583	9,462	8,840	8,197	6,840	6,007	5,743
2004	5,119	5,277	6,043	5,892	6,961	8,413	9,262	8,750	8,445	6,720	5,544	5,741
2003	5,064	4,932	5,379	5,415	6,712	8,243	9,179	9,107	8,084	6,945	5,310	5,347
2002	4,901	5,159	5,392	5,692	6,772	8,060	8,672	7,432	7,615	6,367	5,250	5,162
Totals	53,963	55,873	59,451	59,228	70,376	86,267	94,991	89,552	84,486	69,459	57,823	55,356
% of Peak (July)	57%	59%	63%	62%	74%	91%	100%	94%	89%	73%	61%	58%
Peak Adj Factor	1.76	1.70	1.60	1.60	1.35	1.10	1.00	1.06	1.12	1.37	1.64	1.72

Calculation of Peak Season Adjustment factor

Note: years 2011 thru 2018 did not have data for every month so they were excluded

2/1

Intersection Operational Analysis

HCM 6th TWSC

3: Site Access & SH-550

AM total 2025

Intersection

Int Delay, s/veh 1

Movement

Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑↑		↖	↑	↗	
Traffic Vol, veh/h	480	7	36	311	7	39
Future Vol, veh/h	480	7	36	311	7	39
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	- None		- None		- None	
Storage Length	-	-	220	-	0	-
Veh in Median Storage#	-	-	0	0	-	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	6	2	2	6	2	2
Mvmt Flow	522	8	39	338	8	42

Major/Minor

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	530
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.13
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-2.219	-3.519
Pot Cap-1 Maneuver	-	-	1035
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	1035
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach

Approach	SE	NW	NE
HCM Control Delay, s	0	0.9	11.8
HCM LOS			B

Minor Lane/Major Mvm

Minor Lane/Major Mvm	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	579	1035	-	-	-
HCM Lane V/C Ratio	0.086	0.038	-	-	-
HCM Control Delay (s)	11.8	8.6	-	-	-
HCM Lane LOS	B	A	-	-	-
HCM 95th %tile Q(veh)	0.3	0.1	-	-	-

HCM 6th TWSC

3: Site Access & SH-550

PM total 2025

Intersection

Int Delay, s/veh 0.8

Movement

Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑↑		↘	↑	↘	
Traffic Vol, veh/h	437	13	39	657	7	44
Future Vol, veh/h	437	13	39	657	7	44
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	- None		- None		- None	
Storage Length	-	-	220	-	0	-
Veh in Median Storage	0		0		0	
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	6	2	2	6	2	2
Mvmt Flow	475	14	42	714	8	48

Major/Minor

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	489
Stage 1	-	-	482
Stage 2	-	-	798
Critical Hdwy	-	4.13	6.63
Critical Hdwy Stg 1	-	-	5.83
Critical Hdwy Stg 2	-	-	5.43
Follow-up Hdwy	-	-2.219	-3.519
Pot Cap-1 Maneuver	-	1072	170
Stage 1	-	-	588
Stage 2	-	-	442
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	1072	163
Mov Cap-2 Maneuver	-	-	163
Stage 1	-	-	588
Stage 2	-	-	425

Approach

Approach	SE	NW	NE
HCM Control Delay, s	0	0.5	13
HCM LOS			B

Minor Lane/Major Mvm

Minor Lane/Major Mvm	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	504	1072	-	-	-
HCM Lane V/C Ratio	0.11	0.04	-	-	-
HCM Control Delay (s)	13	8.5	-	-	-
HCM Lane LOS	B	A	-	-	-
HCM 95th %tile Q(veh)	0.4	0.1	-	-	-

HCM 6th TWSC

3: Site Access & SH-550

AM total 2045

Intersection

Int Delay, s/veh 0.9

Movement

Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑↑		↖	↑	↗	
Traffic Vol, veh/h	568	7	36	368	7	39
Future Vol, veh/h	568	7	36	368	7	39
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	- None		- None		- None	
Storage Length	-	-	220	-	0	-
Veh in Median Storage#	-	-	0	0	-	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	6	2	2	6	2	2
Mvmt Flow	617	8	39	400	8	42

Major/Minor

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	625
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.13
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.219
Pot Cap-1 Maneuver	-	-	954
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	954
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach

Approach	SE	NW	NE
HCM Control Delay, s	0	0.8	12.8
HCM LOS			B

Minor Lane/Major Mvm

Minor Lane/Major Mvm	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	511	954	-	-	-
HCM Lane V/C Ratio	0.098	0.041	-	-	-
HCM Control Delay (s)	12.8	8.9	-	-	-
HCM Lane LOS	B	A	-	-	-
HCM 95th %tile Q(veh)	0.3	0.1	-	-	-

HCM 6th TWSC

3: Site Access & SH-550

PM total 2045

Intersection

Int Delay, s/veh 0.8

Movement

Movement	SET	SER	NWL	NWT	NEL	NER
Lane Configurations	↑↑		↘	↑	↘	
Traffic Vol, veh/h	517	13	39	777	7	44
Future Vol, veh/h	517	13	39	777	7	44
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	- None		- None		- None	
Storage Length	-	-	220	-	0	-
Veh in Median Storage#	-	-	0	0	-	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	6	2	2	6	2	2
Mvmt Flow	562	14	42	845	8	48

Major/Minor

Major/Minor	Major1	Major2	Minor1
Conflicting Flow All	0	0	576
Stage 1	-	-	-
Stage 2	-	-	-
Critical Hdwy	-	-	4.13
Critical Hdwy Stg 1	-	-	-
Critical Hdwy Stg 2	-	-	-
Follow-up Hdwy	-	-	2.219
Pot Cap-1 Maneuver	-	-	995
Stage 1	-	-	-
Stage 2	-	-	-
Platoon blocked, %	-	-	-
Mov Cap-1 Maneuver	-	-	995
Mov Cap-2 Maneuver	-	-	-
Stage 1	-	-	-
Stage 2	-	-	-

Approach

Approach	SE	NW	NE
HCM Control Delay, s	0	0.4	14.9
HCM LOS			B

Minor Lane/Major Mvm

Minor Lane/Major Mvm	NELn1	NWL	NWT	SET	SER
Capacity (veh/h)	420	995	-	-	-
HCM Lane V/C Ratio	0.132	0.043	-	-	-
HCM Control Delay (s)	14.9	8.8	-	-	-
HCM Lane LOS	B	A	-	-	-
HCM 95th %tile Q(veh)	0.5	0.1	-	-	-

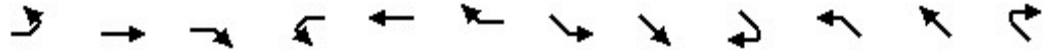
Lanes, Volumes, Timings
5: US 550 & SH 62/Hunter Pkwy

AM Background 2025

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Volume (vph)	214	46	90	10	35	18	35	83	374	141	92	20
Future Volume (vph)	214	46	90	10	35	18	35	83	374	141	92	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1721	1524	0	1773	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.730			0.989		0.692			0.652		
Satd. Flow (perm)	0	1308	1524	0	1773	1524	1240	1792	1524	1169	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			170			170			407			158
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	283	98	0	49	20	38	90	407	153	100	22
Turn Type	Perm	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		8		4	4		1	6		5	2	
Permitted Phases	8		8			4	6		6	2		2
Detector Phase	8	8	8	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	10.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	15.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	30.0	30.0	30.0	12.0	12.0	12.0	11.0	37.0	37.0	11.0	37.0	37.0
Total Split (%)	33.3%	33.3%	33.3%	13.3%	13.3%	13.3%	12.2%	41.1%	41.1%	12.2%	41.1%	41.1%
Maximum Green (s)	25.0	25.0	25.0	7.0	7.0	7.0	5.0	31.0	31.0	5.0	31.0	31.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag							Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?							Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	2.5	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s)	20.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	5.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		21.9	21.9		7.1	7.1	34.4	29.4	29.4	37.1	34.3	34.3
Actuated g/C Ratio		0.26	0.26		0.09	0.09	0.42	0.36	0.36	0.45	0.41	0.41
v/c Ratio		0.82	0.19		0.32	0.07	0.07	0.14	0.51	0.27	0.13	0.03
Control Delay		49.3	1.2		44.3	0.5	13.9	21.5	4.9	16.4	20.5	0.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		49.3	1.2		44.3	0.5	13.9	21.5	4.9	16.4	20.5	0.1
LOS		D	A		D	A	B	C	A	B	C	A

Lanes, Volumes, Timings
 5: US 550 & SH 62/Hunter Pkwy

AM Background 2025

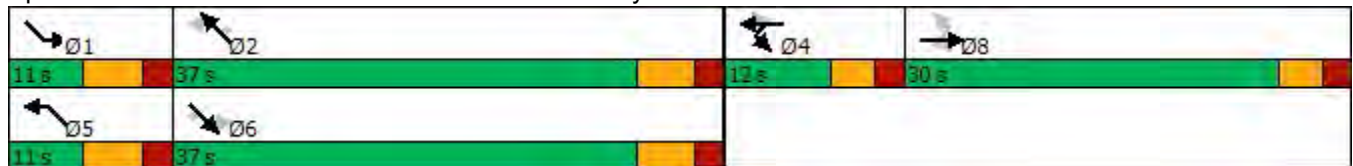


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		36.9			31.6			8.3			16.6	
Approach LOS		D			C			A			B	
Queue Length 50th (ft)		143	0		26	0	11	35	0	49	39	0
Queue Length 95th (ft)		#266	5		62	0	29	70	61	88	76	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		400	584		152	286	544	680	831	557	768	743
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.71	0.17		0.32	0.07	0.07	0.13	0.49	0.27	0.13	0.03

Intersection Summary

Area Type:	Other
Cycle Length:	90
Actuated Cycle Length:	82.7
Natural Cycle:	80
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	0.82
Intersection Signal Delay:	20.1
Intersection LOS:	C
Intersection Capacity Utilization:	57.6%
ICU Level of Service:	B
Analysis Period (min):	15
# 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles.	

Splits and Phases: 5: US 550 & SH 62/Hunter Pkwy



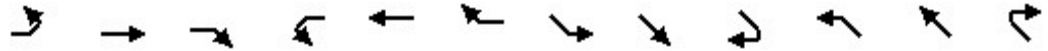
Lanes, Volumes, Timings
5: US 550 & SH 62/Hunter Pkwy

AM Total 2025

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Volume (vph)	231	46	90	10	35	19	37	89	399	141	99	20
Future Volume (vph)	231	46	90	10	35	19	37	89	399	141	99	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1721	1524	0	1773	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.727			0.989		0.687			0.648		
Satd. Flow (perm)	0	1303	1524	0	1773	1524	1231	1792	1524	1162	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			170			170			434			158
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	301	98	0	49	21	40	97	434	153	108	22
Turn Type	Perm	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		8		4	4		1	6		5	2	
Permitted Phases	8		8			4	6		6	2		2
Detector Phase	8	8	8	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	10.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	15.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	30.0	30.0	30.0	12.0	12.0	12.0	11.0	37.0	37.0	11.0	37.0	37.0
Total Split (%)	33.3%	33.3%	33.3%	13.3%	13.3%	13.3%	12.2%	41.1%	41.1%	12.2%	41.1%	41.1%
Maximum Green (s)	25.0	25.0	25.0	7.0	7.0	7.0	5.0	31.0	31.0	5.0	31.0	31.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag							Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?							Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	2.5	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s)	20.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	5.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		22.8	22.8		7.1	7.1	34.4	29.3	29.3	37.0	34.2	34.2
Actuated g/C Ratio		0.27	0.27		0.09	0.09	0.41	0.35	0.35	0.44	0.41	0.41
v/c Ratio		0.85	0.18		0.33	0.07	0.07	0.15	0.53	0.28	0.15	0.03
Control Delay		52.3	1.2		44.6	0.5	14.1	21.7	5.0	16.6	20.6	0.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		52.3	1.2		44.6	0.5	14.1	21.7	5.0	16.6	20.6	0.1
LOS		D	A		D	A	B	C	A	B	C	A

Lanes, Volumes, Timings
5: US 550 & SH 62/Hunter Pkwy

AM Total 2025



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		39.7			31.4			8.5			16.8	
Approach LOS		D			C			A			B	
Queue Length 50th (ft)		155	0		26	0	12	38	0	49	42	0
Queue Length 95th (ft)		#293	5		62	0	30	74	63	88	81	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		394	579		150	284	535	672	842	548	758	736
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.76	0.17		0.33	0.07	0.07	0.14	0.52	0.28	0.14	0.03

Intersection Summary























Area Type:	Other
Cycle Length:	90
Actuated Cycle Length:	83.5
Natural Cycle:	80
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	0.85
Intersection Signal Delay:	20.9
Intersection LOS:	C
Intersection Capacity Utilization:	58.5%
ICU Level of Service:	B
Analysis Period (min):	15
# 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles.	

Splits and Phases: 5: US 550 & SH 62/Hunter Pkwy



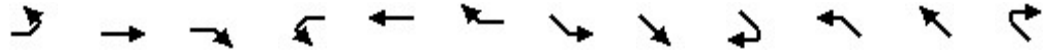
Lanes, Volumes, Timings
5: US 550 & SH 62

PM Background 2025

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Volume (vph)	515	81	179	12	86	55	37	96	239	138	116	20
Future Volume (vph)	515	81	179	12	86	55	37	96	239	138	116	20
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1719	1524	0	1782	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.682			0.994		0.654			0.655		
Satd. Flow (perm)	0	1222	1524	0	1782	1524	1172	1792	1524	1174	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			195			138			260			131
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	648	195	0	106	60	40	104	260	150	126	22
Turn Type	custom	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		8		4	4		1	6		5	2	
Permitted Phases	3		8			4	6		6	2		2
Detector Phase	3	8	8	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	12.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	12.0	76.0	76.0	14.0	14.0	14.0	11.0	37.0	37.0	11.0	37.0	37.0
Total Split (%)	8.0%	50.7%	50.7%	9.3%	9.3%	9.3%	7.3%	24.7%	24.7%	7.3%	24.7%	24.7%
Maximum Green (s)	7.0	71.0	71.0	9.0	9.0	9.0	5.0	31.0	31.0	5.0	31.0	31.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	0.2	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s)	0.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		71.0	71.0		9.0	9.0	34.0	29.0	29.0	35.2	31.2	31.2
Actuated g/C Ratio		0.52	0.52		0.07	0.07	0.25	0.21	0.21	0.26	0.23	0.23
v/c Ratio		1.02	0.22		0.91	0.26	0.13	0.27	0.49	0.47	0.31	0.05
Control Delay		72.7	2.8		123.3	2.8	36.1	47.0	8.5	45.7	47.1	0.2
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		72.7	2.8		123.3	2.8	36.1	47.0	8.5	45.7	47.1	0.2
LOS		E	A		F	A	D	D	A	D	D	A

Lanes, Volumes, Timings
5: US 550 & SH 62

PM Background 2025

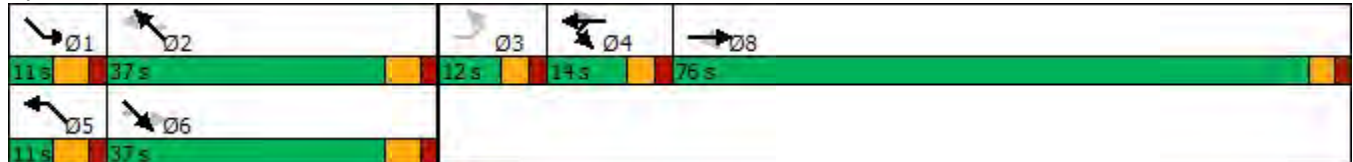


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		56.5			79.7			21.1			42.9	
Approach LOS		E			E			C			D	
Queue Length 50th (ft)		~604	0		95	0	26	77	0	103	95	0
Queue Length 95th (ft)		#840	38		#211	0	56	133	74	166	157	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		637	888		117	229	312	408	548	322	432	466
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		1.02	0.22		0.91	0.26	0.13	0.25	0.47	0.47	0.29	0.05

Intersection Summary























Area Type:	Other
Cycle Length:	150
Actuated Cycle Length:	136
Natural Cycle:	150
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	1.02
Intersection Signal Delay:	48.0
Intersection LOS:	D
Intersection Capacity Utilization:	76.1%
ICU Level of Service:	D
Analysis Period (min):	15
~ Volume exceeds capacity, queue is theoretically infinite. Queue shown is maximum after two cycles.	
# 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles.	

Splits and Phases: 5: US 550 & SH 62



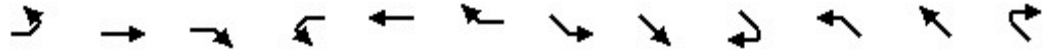
Lanes, Volumes, Timings
5: US 550 & SH 62

PM Total 2025

													
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR	
Lane Configurations													
Traffic Volume (vph)	543	81	179	12	86	58	40	104	258	138	122	20	
Future Volume (vph)	543	81	179	12	86	58	40	104	258	138	122	20	
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12	
Grade (%)		0%			0%			0%			0%		
Storage Length (ft)	0		475	120		160	675		1000	250		275	
Storage Lanes	0		1	0		1	1		1	1		1	
Taper Length (ft)	25			25			25			25			
Satd. Flow (prot)	0	1717	1524	0	1782	1524	1703	1792	1524	1703	1792	1524	
Flt Permitted		0.681			0.994		0.643			0.640			
Satd. Flow (perm)	0	1221	1524	0	1782	1524	1153	1792	1524	1147	1792	1524	
Right Turn on Red			Yes			Yes			Yes			Yes	
Satd. Flow (RTOR)			195			138			280			131	
Link Speed (mph)		25			25			45			45		
Link Distance (ft)		620			670			1661			1039		
Travel Time (s)		16.9			18.3			25.2			15.7		
Lane Group Flow (vph)	0	678	195	0	106	63	43	113	280	150	133	22	
Turn Type	custom	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	
Protected Phases		8		4		4		1		6		5	
Permitted Phases	3		8			4	6		6	2		2	
Detector Phase	3	8	8	4	4	4	1	6	6	5	2	2	
Switch Phase													
Minimum Initial (s)	7.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0	
Minimum Split (s)	12.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5	
Total Split (s)	12.0	76.0	76.0	12.0	12.0	12.0	11.0	39.0	39.0	11.0	39.0	39.0	
Total Split (%)	8.0%	50.7%	50.7%	8.0%	8.0%	8.0%	7.3%	26.0%	26.0%	7.3%	26.0%	26.0%	
Maximum Green (s)	7.0	71.0	71.0	7.0	7.0	7.0	5.0	33.0	33.0	5.0	33.0	33.0	
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0	
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0	
Lead/Lag	Lead			Lag	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Vehicle Extension (s)	3.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2	
Minimum Gap (s)	0.2	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	
Time Before Reduce (s)	0.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Time To Reduce (s)	0.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min	
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0	
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0	
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0	
Act Effct Green (s)		71.0	71.0		7.0	7.0	34.0	29.0	29.0	35.2	31.2	31.2	
Actuated g/C Ratio		0.53	0.53		0.05	0.05	0.25	0.22	0.22	0.26	0.23	0.23	
v/c Ratio		1.05	0.22		1.14	0.30	0.14	0.29	0.51	0.47	0.32	0.05	
Control Delay		80.6	2.7		190.6	3.6	35.3	46.4	8.3	44.7	46.3	0.2	
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Total Delay		80.6	2.7		190.6	3.6	35.3	46.4	8.3	44.7	46.3	0.2	
LOS		F	A		F	A	D	D	A	D	D	A	

Lanes, Volumes, Timings
5: US 550 & SH 62

PM Total 2025

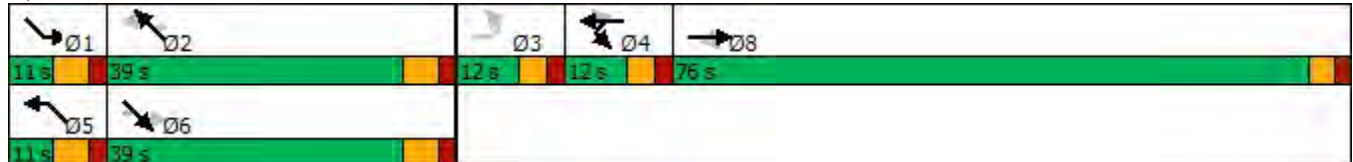


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		63.2			120.9			20.9			42.2	
Approach LOS		E			F			C			D	
Queue Length 50th (ft)		~640	0		~107	0	27	83	0	100	99	0
Queue Length 95th (ft)		#879	37		#232	0	57	141	77	162	162	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		646	899		93	210	313	441	586	321	460	488
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		1.05	0.22		1.14	0.30	0.14	0.26	0.48	0.47	0.29	0.05

Intersection Summary

Area Type:	Other
Cycle Length:	150
Actuated Cycle Length:	134
Natural Cycle:	150
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	1.14
Intersection Signal Delay:	54.7
Intersection LOS:	D
Intersection Capacity Utilization:	83.4%
ICU Level of Service:	E
Analysis Period (min):	15
~ Volume exceeds capacity, queue is theoretically infinite. Queue shown is maximum after two cycles.	
# 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles.	

Splits and Phases: 5: US 550 & SH 62



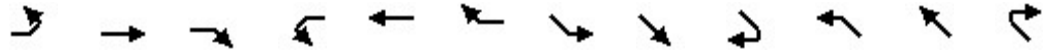
Lanes, Volumes, Timings
5: US 550 & SH 62/Hunter Pkwy

AM Background 2045

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Volume (vph)	253	54	107	12	42	21	42	98	443	167	108	23
Future Volume (vph)	253	54	107	12	42	21	42	98	443	167	108	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1721	1524	0	1773	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.723			0.989		0.682			0.645		
Satd. Flow (perm)	0	1296	1524	0	1773	1524	1222	1792	1524	1156	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			170			170			482			158
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	334	116	0	59	23	46	107	482	182	117	25
Turn Type	Perm	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		8		4	4		1	6		5	2	
Permitted Phases	8		8			4	6		6	2		2
Detector Phase	8	8	8	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	10.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	15.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	30.0	30.0	30.0	12.0	12.0	12.0	11.0	37.0	37.0	11.0	37.0	37.0
Total Split (%)	33.3%	33.3%	33.3%	13.3%	13.3%	13.3%	12.2%	41.1%	41.1%	12.2%	41.1%	41.1%
Maximum Green (s)	25.0	25.0	25.0	7.0	7.0	7.0	5.0	31.0	31.0	5.0	31.0	31.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag							Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?							Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	2.5	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s)	20.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	5.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		24.1	24.1		7.0	7.0	34.2	29.2	29.2	36.8	33.9	33.9
Actuated g/C Ratio		0.28	0.28		0.08	0.08	0.40	0.34	0.34	0.43	0.40	0.40
v/c Ratio		0.91	0.21		0.40	0.08	0.09	0.17	0.57	0.34	0.16	0.04
Control Delay		60.1	2.2		47.1	0.6	14.2	21.9	5.3	17.8	20.7	0.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		60.1	2.2		47.1	0.6	14.2	21.9	5.3	17.8	20.7	0.1
LOS		E	A		D	A	B	C	A	B	C	A

Lanes, Volumes, Timings
 5: US 550 & SH 62/Hunter Pkwy

AM Background 2045

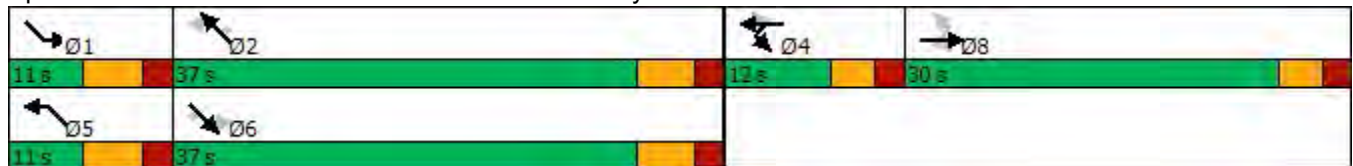


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		45.2			34.1			8.7			17.5	
Approach LOS		D			C			A			B	
Queue Length 50th (ft)		178	0		32	0	14	42	0	59	46	0
Queue Length 95th (ft)		#337	15		71	0	33	80	68	103	87	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		385	572		147	282	522	660	866	534	741	723
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.87	0.20		0.40	0.08	0.09	0.16	0.56	0.34	0.16	0.03

Intersection Summary

Area Type:	Other
Cycle Length:	90
Actuated Cycle Length:	84.7
Natural Cycle:	90
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	0.91
Intersection Signal Delay:	23.0
Intersection LOS:	C
Intersection Capacity Utilization:	60.2%
ICU Level of Service:	B
Analysis Period (min):	15
# 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles.	

Splits and Phases: 5: US 550 & SH 62/Hunter Pkwy



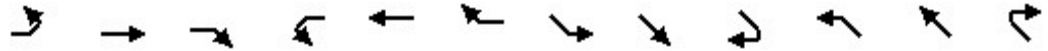
Lanes, Volumes, Timings
5: US 550 & SH 62/Hunter Pkwy

AM Total 2045

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Volume (vph)	270	54	107	12	42	22	44	104	468	167	115	23
Future Volume (vph)	270	54	107	12	42	22	44	104	468	167	115	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1721	1524	0	1773	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.721			0.989		0.677			0.642		
Satd. Flow (perm)	0	1292	1524	0	1773	1524	1213	1792	1524	1151	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			170			170			509			158
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	352	116	0	59	24	48	113	509	182	125	25
Turn Type	Perm	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		8		4	4		1	6		5	2	
Permitted Phases	8		8			4	6		6	2		2
Detector Phase	8	8	8	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	10.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	15.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	30.0	30.0	30.0	12.0	12.0	12.0	11.0	37.0	37.0	11.0	37.0	37.0
Total Split (%)	33.3%	33.3%	33.3%	13.3%	13.3%	13.3%	12.2%	41.1%	41.1%	12.2%	41.1%	41.1%
Maximum Green (s)	25.0	25.0	25.0	7.0	7.0	7.0	5.0	31.0	31.0	5.0	31.0	31.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag							Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?							Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	4.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	2.5	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s)	20.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	5.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		25.1	25.1		7.0	7.0	34.1	29.1	29.1	36.6	33.7	33.7
Actuated g/C Ratio		0.29	0.29		0.08	0.08	0.40	0.34	0.34	0.43	0.39	0.39
v/c Ratio		0.93	0.20		0.41	0.09	0.09	0.19	0.60	0.35	0.18	0.04
Control Delay		64.3	2.2		47.4	0.6	14.3	22.0	5.5	18.0	20.8	0.1
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		64.3	2.2		47.4	0.6	14.3	22.0	5.5	18.0	20.8	0.1
LOS		E	A		D	A	B	C	A	B	C	A

Lanes, Volumes, Timings
 5: US 550 & SH 62/Hunter Pkwy

AM Total 2045



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		48.9			33.9			8.9			17.7	
Approach LOS		D			C			A			B	
Queue Length 50th (ft)		192	0		32	0	14	44	0	59	50	0
Queue Length 95th (ft)		#362	15		71	0	34	84	69	103	92	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		379	566		145	280	512	651	877	525	730	714
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		0.93	0.20		0.41	0.09	0.09	0.17	0.58	0.35	0.17	0.04

Intersection Summary























Area Type:	Other
Cycle Length:	90
Actuated Cycle Length:	85.6
Natural Cycle:	90
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	0.93
Intersection Signal Delay:	24.2
Intersection LOS:	C
Intersection Capacity Utilization:	61.1%
ICU Level of Service:	B
Analysis Period (min):	15
# 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles.	

Splits and Phases: 5: US 550 & SH 62/Hunter Pkwy



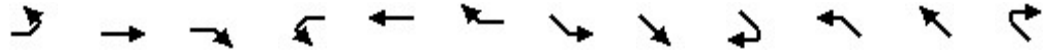
Lanes, Volumes, Timings
5: US 550 & SH 62

PM Background 2045

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Volume (vph)	609	96	212	15	102	65	44	113	283	164	138	23
Future Volume (vph)	609	96	212	15	102	65	44	113	283	164	138	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1719	1524	0	1782	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.668			0.994		0.606			0.618		
Satd. Flow (perm)	0	1197	1524	0	1782	1524	1086	1792	1524	1108	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			230			138			308			131
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	766	230	0	127	71	48	123	308	178	150	25
Turn Type	custom	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		8		4	4		1	6		5	2	
Permitted Phases	3		8			4	6		6	2		2
Detector Phase	3	8	8	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	12.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	12.0	76.0	76.0	13.0	13.0	13.0	11.0	38.0	38.0	11.0	38.0	38.0
Total Split (%)	8.0%	50.7%	50.7%	8.7%	8.7%	8.7%	7.3%	25.3%	25.3%	7.3%	25.3%	25.3%
Maximum Green (s)	7.0	71.0	71.0	8.0	8.0	8.0	5.0	32.0	32.0	5.0	32.0	32.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	0.2	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s)	0.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		71.0	71.0		8.0	8.0	34.0	29.0	29.0	35.2	31.2	31.2
Actuated g/C Ratio		0.53	0.53		0.06	0.06	0.25	0.21	0.21	0.26	0.23	0.23
v/c Ratio		1.22	0.25		1.21	0.32	0.16	0.32	0.54	0.57	0.36	0.06
Control Delay		142.3	2.7		206.1	3.8	36.3	47.4	8.5	49.5	47.7	0.2
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		142.3	2.7		206.1	3.8	36.3	47.4	8.5	49.5	47.7	0.2
LOS		F	A		F	A	D	D	A	D	D	A

Lanes, Volumes, Timings
5: US 550 & SH 62

PM Background 2045

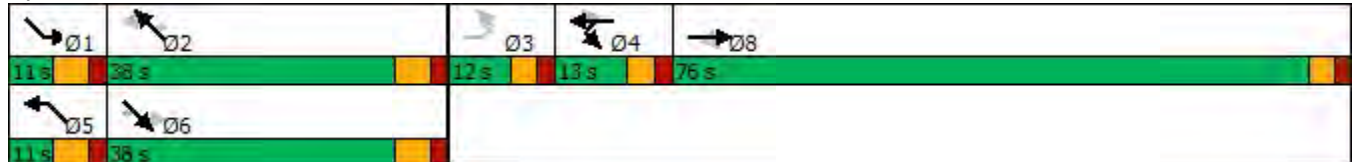


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		110.1			133.6			21.3			45.3	
Approach LOS		F			F			C			D	
Queue Length 50th (ft)		~821	0		~135	0	31	92	0	123	114	0
Queue Length 95th (ft)		#1067	40		#270	0	63	152	81	191	182	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		629	910		105	220	296	424	596	311	445	477
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		1.22	0.25		1.21	0.32	0.16	0.29	0.52	0.57	0.34	0.05

Intersection Summary























Area Type:	Other
Cycle Length:	150
Actuated Cycle Length:	135
Natural Cycle:	150
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	1.22
Intersection Signal Delay:	80.1
Intersection LOS:	F
Intersection Capacity Utilization:	91.2%
ICU Level of Service:	F
Analysis Period (min):	15
~ Volume exceeds capacity, queue is theoretically infinite. Queue shown is maximum after two cycles.	
# 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles.	

Splits and Phases: 5: US 550 & SH 62



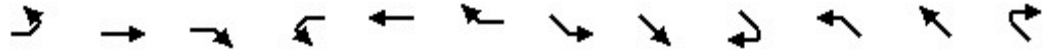
Lanes, Volumes, Timings
5: US 550 & SH 62

PM Total 2045

												
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Volume (vph)	637	96	212	15	102	68	47	121	302	164	144	23
Future Volume (vph)	637	96	212	15	102	68	47	121	302	164	144	23
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Lane Width (ft)	12	12	12	12	12	12	12	12	12	12	12	12
Grade (%)		0%			0%			0%			0%	
Storage Length (ft)	0		475	120		160	675		1000	250		275
Storage Lanes	0		1	0		1	1		1	1		1
Taper Length (ft)	25			25			25			25		
Satd. Flow (prot)	0	1717	1524	0	1782	1524	1703	1792	1524	1703	1792	1524
Flt Permitted		0.667			0.994		0.591			0.599		
Satd. Flow (perm)	0	1196	1524	0	1782	1524	1059	1792	1524	1074	1792	1524
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			230			138			328			131
Link Speed (mph)		25			25			45			45	
Link Distance (ft)		620			670			1661			1039	
Travel Time (s)		16.9			18.3			25.2			15.7	
Lane Group Flow (vph)	0	796	230	0	127	74	51	132	328	178	157	25
Turn Type	custom	NA	Perm	Split	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		8		4	4		1	6		5	2	
Permitted Phases	3		8			4	6		6	2		2
Detector Phase	3	8	8	4	4	4	1	6	6	5	2	2
Switch Phase												
Minimum Initial (s)	7.0	10.0	10.0	7.0	7.0	7.0	5.0	29.0	29.0	5.0	29.0	29.0
Minimum Split (s)	12.0	15.0	15.0	12.0	12.0	12.0	11.0	35.5	35.5	11.0	35.5	35.5
Total Split (s)	12.0	76.0	76.0	13.0	13.0	13.0	11.0	38.0	38.0	11.0	38.0	38.0
Total Split (%)	8.0%	50.7%	50.7%	8.7%	8.7%	8.7%	7.3%	25.3%	25.3%	7.3%	25.3%	25.3%
Maximum Green (s)	7.0	71.0	71.0	8.0	8.0	8.0	5.0	32.0	32.0	5.0	32.0	32.0
Yellow Time (s)	3.0	3.0	3.0	3.0	3.0	3.0	4.0	4.0	4.0	4.0	4.0	4.0
All-Red Time (s)	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Lost Time Adjust (s)		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)		5.0	5.0		5.0	5.0	6.0	6.0	6.0	6.0	6.0	6.0
Lead/Lag	Lead			Lag	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes			Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Vehicle Extension (s)	3.0	4.0	4.0	3.0	3.0	3.0	2.5	0.2	0.2	2.5	0.2	0.2
Minimum Gap (s)	0.2	2.5	2.5	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2	0.2
Time Before Reduce (s)	0.0	20.0	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time To Reduce (s)	0.0	5.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Recall Mode	None	None	None	None	None	None	None	Min	Min	None	Min	Min
Walk Time (s)	7.0	7.0	7.0	7.0	7.0	7.0		7.0	7.0		7.0	7.0
Flash Dont Walk (s)	17.0	17.0	17.0	17.0	17.0	17.0		17.0	17.0		17.0	17.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)		71.0	71.0		8.0	8.0	34.0	29.0	29.0	35.2	31.2	31.2
Actuated g/C Ratio		0.53	0.53		0.06	0.06	0.25	0.21	0.21	0.26	0.23	0.23
v/c Ratio		1.27	0.25		1.21	0.34	0.18	0.34	0.56	0.59	0.38	0.06
Control Delay		161.7	2.7		206.1	4.1	36.6	48.0	8.6	50.3	48.1	0.2
Queue Delay		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay		161.7	2.7		206.1	4.1	36.6	48.0	8.6	50.3	48.1	0.2
LOS		F	A		F	A	D	D	A	D	D	A

Lanes, Volumes, Timings
5: US 550 & SH 62

PM Total 2045

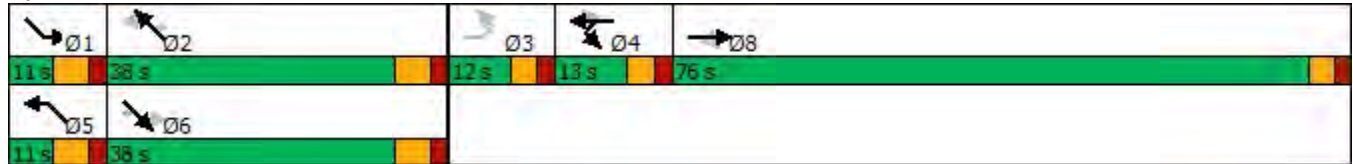


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Approach Delay		126.1			131.8			21.5			45.9	
Approach LOS		F			F			C			D	
Queue Length 50th (ft)		~876	0		~135	0	33	99	0	123	119	0
Queue Length 95th (ft)		#1124	40		#270	0	66	163	84	191	190	0
Internal Link Dist (ft)		540			590			1581			959	
Turn Bay Length (ft)			475			160	675		1000	250		275
Base Capacity (vph)		629	910		105	220	290	424	611	303	445	477
Starvation Cap Reductn		0	0		0	0	0	0	0	0	0	0
Spillback Cap Reductn		0	0		0	0	0	0	0	0	0	0
Storage Cap Reductn		0	0		0	0	0	0	0	0	0	0
Reduced v/c Ratio		1.27	0.25		1.21	0.34	0.18	0.31	0.54	0.59	0.35	0.05

Intersection Summary

Area Type:	Other
Cycle Length:	150
Actuated Cycle Length:	135
Natural Cycle:	150
Control Type:	Actuated-Uncoordinated
Maximum v/c Ratio:	1.27
Intersection Signal Delay:	87.4
Intersection LOS:	F
Intersection Capacity Utilization:	94.4%
ICU Level of Service:	F
Analysis Period (min):	15
~ Volume exceeds capacity, queue is theoretically infinite. Queue shown is maximum after two cycles.	
# 95th percentile volume exceeds capacity, queue may be longer. Queue shown is maximum after two cycles.	

Splits and Phases: 5: US 550 & SH 62



STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

Region 5, Traffic and Safety Unit

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(970) 385-8360
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LATE FALL, WINTER AND SPRING SPECIAL PROVISIONS FOR ACCESS CONSTRUCTION AND UTILITY INSTALLATIONS

It's that time of year again when work within the Right of Way (ROW) becomes a special concern. Due to Southwest Colorado's unpredictable weather, utility work in the ROW can create several types of hazards for the traveling public, contractors and their personnel. The condition of the highway can change quickly. Mud tracked onto the highway by equipment, or ice and snowpack are just a few of the conditions that make the roadway more hazardous for all concerned. The terrain within the ROW must be kept clear of hazards as well. Holes, trenches, equipment and materials can make the terrain "unrecoverable" for a driver should his/her vehicle leave the highway.

Activities must be shut down when the roadway is other than dry. The use of frozen materials for backfilling will only lead to settlement. The contractor must make extra effort to compact the excavation. In the spring, any settlement of backfill shall be repaired. The re-vegetation shall take place yet this fall or early next spring.



COLORADO DEPARTMENT OF TRANSPORTATION Environmental

Clearances Information Summary

PURPOSE - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permitees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive - additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT – Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

CLEARANCE CONTACTS - As indicated in the permit/clearance descriptions listed below, the following individuals or agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – (303) 692-2035
Water Quality Control Division (WQCD): (303) 692-3500
Environmental Permitting Website <https://www.colorado.gov/pacific/cdphe/all-permits>
 - CDOT Water Quality Program Manager: (303) 757-9343 <https://www.codot.gov/programs/environmental/water-quality>
 - CDOT Asbestos Project Manager: Phil Kangas, (303) 512-5519
 - Colorado Office of Archaeology and Historic Preservation: (303) 866-5216
 - U.S. Army Corps of Engineers, District Regulatory Offices: Omaha District (NE CO), Denver Office (303) 979-4120
<http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx>
- Sacramento Dist. (Western CO), Grand Junction Office (970) 243-1199
<http://www.spk.usace.army.mil/Missions/Regulatory.aspx> Albuquerque
District (SE CO), Pueblo Office (719)-543-9459
<http://www.spa.usace.army.mil/Missions/RegulatoryProgramandPermits.aspx>
- CDOT Utilities, Special Use and Access Permitting: (303) 757-9654 <https://www.codot.gov/business/permits>

Wildlife Resources - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat will require special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, <http://www.codot.gov/programs/environmental/wildlife/guidelines>, or the Colorado Parks and Wildlife (CPW) website, <http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx>. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM).

Cultural Resources - The applicant must request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHF), Denver, to ascertain if historic or archaeological resources have previously been identified (<http://www.historycolorado.org/oahp/file-search>). Inventory of the permit area by a qualified cultural resources specialist may be necessary, per the recommendation of CDOT. If archaeological sites/artifacts or historic resources are known to exist prior to the initiation of the permitted work or are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM. **Contact Information:** Contact the OAHF for file searches at (303) 866-5216.

Paleontological Resources - The applicant must request a fossil locality file search through the University of Colorado Museum, Boulder (<https://cumuseum.colorado.edu/research/paleontology/vertebrates/policies>), and the Denver Museum of Nature and Science (<http://www.dmns.org/science/collections/earth-science-collections/>) to ascertain if paleontological resources have been previously identified in or near the permit area. Inventory of the permit area by a qualified paleontologist may be necessary, per the recommendation of CDOT. If fossils are encountered during the permitted work, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. **Contact Information:** See the museum websites listed above for Paleontological Collections Manager contact information. Contact the CDOT Paleontologist for further information at nicole.peavey@state.co.us or (303) 7579632. The CDOT Paleontologist will not conduct a comprehensive file search independently of the museums.

Hazardous Materials, Solid Waste - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. **Contact Information:** Theresa Santangelo-Dreiling, CDOT Hazardous Materials Management Supervisor: (303) 512-5524.

Asbestos Containing Materials, Asbestos Contaminated Soil - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid

Info: CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Project Manager (303) 5125519, or Theresa Santangelo-Dreiling, Hazardous Materials Management Supervisor: (303) 512-5524.

Transportation of Hazardous Materials - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. **Contact Information:** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration (303) 969-6748. Colorado Public Utilities Commission: (303) 894-2868.

Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications Issued by the CDPHE WQCD - Corps of Engineers 404 permits are required for the discharge of dredged or fill materials into waters of the United States, including wetlands. There are various types of 404 permits, including nationwide permits, which are issued for activities with relatively minor impacts. For example, there is a nationwide permit for utility line activities (nwp #12). Depending upon the specific circumstances, it is possible that either a "general" or "individual" 404 permit would be required. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500.

Working on or in any stream or its bank - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to obtain a Senate Bill 40 certification from the Colorado Department of Natural Resources. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length. The CPW application, as per guidelines agreed upon by CDOT and CPW, can be accessed at <https://www.codot.gov/programs/environmental/wildlife/guidelines>.

Stormwater Construction Permit (SCP) and Stormwater Discharge From Industrial Facilities - Discharges of stormwater runoff from construction sites disturbing one acre or more - or certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500. Website: <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits> and <https://colorado.gov/pacific/cdphe/wq-commerce-andindustry-permits>.

Construction Dewatering (Discharge or Infiltration) and Remediation Activities - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. **Contact Information:** For Construction Dewatering and Remediation Activities Discharge Permits, contact the CDPHE WQCD at (303) 6923500. For Applications and Instructions (CDPHE website): <https://www.colorado.gov/pacific/cdphe/wq-construction-general-permits>.

Municipal Separate Storm Sewer System (MS4) Discharge Permit - Discharges from the storm sewer systems of larger municipalities, and from the CDOT highway drainage system that lies within those municipalities, are subject to MS4 Permits issued by the CDPHE WQCD. For facilities that lie within the boundaries of a municipality that is subject to an MS4 permit, the owner of such facility should contact the municipality regarding stormwater related clearances that may have been established under that municipality's MS4 permit. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (<https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes>) and the CDOT MS4 Permit # COS000005 (<https://www.codot.gov/programs/environmental/water-quality/documents>). Discharges are subject to inspection by CDOT and CDPHE. Contact the CDPHE Water Quality Control Division at (303) 692-3500 for a listing of municipalities required to obtain MS4 Permits, or go to <https://www.colorado.gov/pacific/cdphe/wq-municipal-ms4-permits>. For CDOT-related MS4 regulations, go to: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html>.

General Prohibition – Discharges - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment. **Contact Information:** Contact the CDPHE Water Quality Control Division at (303) 692-3500.

General Authorization - Allowable Non-Stormwater Discharges - Unless otherwise identified by CDOT or the WQCD as significant sources of pollutants to the waters of the State, the following discharges to stormwater systems are allowed without a Colorado Discharge Permit System permit: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. Allowable non-stormwater discharges can be found under Illicit Discharge PDD at: <https://www.codot.gov/programs/environmental/water-quality/stormwater-programs.html>. **Contact Information:** The CDPHE Water Quality Control Division (telephone #'s listed above).

Erosion and Sediment Control Practices - For activities requiring a Stormwater Construction Permit, erosion control requirements will be specified in that permit. In situations where a stormwater permit is not required, all reasonable measures should be taken to minimize erosion and sedimentation according to CDOT Standard Specifications 107.25, 208, 213 and 216 (<https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs/2011-specs-book>). All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217 and 623. The CDOT Erosion Control and Stormwater Quality Guide (available from the Bid Plans Office at (303) 757-9313) should be used to design erosion controls and restore disturbed vegetation.

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Disposal of Drilling Fluids - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). **Contact Information:** Contact CDPHE (telephone #'s listed above).

Noxious Weeds and Invasive Species Management Plan – Noxious Weeds and Invasive Species guidance can be found by contacting the Colorado Department of Agriculture (<https://www.colorado.gov/pacific/agconservation/noxiousweeds>) and the Colorado Division of Parks and Wildlife (<http://cpw.state.co.us/aboutus/Pages/RS-NoxiousWeeds.aspx>). In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

Concrete Washout - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall only be performed as specified by the CDOT Environmental Program and shall be in accordance to CDOT specifications and guidelines. **Contact Information:** Contact CDPHE or find additional information on the CDOT website: <https://www.codot.gov/business/designsupport/2011-construction-specifications/2011-Specs> and refer to the specifications and their revisions for sections 101, 107 and 208.

Spill Reporting - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at (303) 512-4446 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at <https://www.colorado.gov/pacific/cdphe/emergencyreporting-line>.

About This Form - Questions or comments about this Information Summary may be directed to Dan Roussin, Program Administrator, CDOT Access Management Unit, at (303) 757-9841, daniel.roussin@state.co.us



What is stormwater runoff?

Stormwater runoff occurs when precipitation from rain or snowmelt flows over the ground. Impervious surfaces like roads and sidewalks prevent stormwater from naturally soaking into the ground

Why is stormwater runoff a problem?

Stormwater can pick up debris, chemicals, dirt and other pollutants and flow into CDOT's storm drain system or directly into a stream, river, lake, wetland or reservoir. Anything that enters CDOT's storm drain system is discharged untreated into the waterways we use for fishing, swimming, and providing drinking water.



Dredged spoil, dirt, slurry, solid waste, incinerator residue, sewage, sewage sludge, garbage, trash, chemical waste, biological nutrient, biological material, radioactive material, heat, pH, wrecked or discarded equipment, rock, sand, any industrial, municipal, or agricultural waste.

Tips for Reporting an Illicit Discharge

Call the illicit discharge hotline at **(303) 512-4426** from a safe distance try to estimate the amount of the discharge.
Identify characteristics of the discharge (color, odor, algae, etc.).
Obtain information on the vehicle dumping the waste (if applicable).

Do not approach!

Call *CSP for illicit dumping.

If possible, take a photo, record a license plate.

REMEMBER:
Never get too close to the illicit discharge, it may be dangerous!!!

For more information on CDOT Utility Permits:

<https://www.codot.gov/business/permits/utilities/specialuse>

For more information on CDOT Access Permits:

<https://www.codot.gov/business/permits/access/permits>

For more information on CDOT Water Quality Program:

Water Quality Program Manager
4201 E. Arkansas Ave.
Shumate Building
Denver, Colorado 80222
303-757-9343

Water Quality Program Industrial Facilities Program

CDOT has a Municipal Separate Storm Sewer System permit, otherwise known as (MS4) from the Colorado Department of Public Health and Environment. The permit states that only stormwater can be discharged from CDOT's storm drain system



As part of the permit, CDOT has several different programs to prevent pollutants from entering into the storm drain system:

- Construction Site Program
- New Development Redevelopment Program
- Illicit Discharge Program
- Industrial Facilities Program
- Public Education and Outreach Program
- Pollution Prevention and Good Housekeeping Program
- Wet Weather Monitoring Program



COLORADO
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CDOT defines a utility, or utility facility as any privately, publicly, or cooperatively owned line, facility, or system producing, transmitting or distributing the following:

- ✓ Communications
- ✓ Cable television
- ✓ Power
- ✓ Electricity
- ✓ Light
- ✓ Heat Gas
- ✓ Oil
- ✓ Crude Products
- ✓ Water
- ✓ Stream
- ✓ Waste
- ✓ Stormwater not connected with highway drainage
- ✓ Similar Commodity

Industrial Facilities Program Elements:

1. Educate and outreach to owners or operators that have potential to contribute substantial pollutant to water.
2. Report and include information on discharge and water quality concerns. Provide written notification within 15 days of discovery to CDPHE.
3. Submit an annual report to CDPHE containing the number of informational brochures distributed; name and title of each individual trained.

Education

There are instances when a utility company or other entity doing work in the state highway right-of-way will require some type of environmental permit or clearance for that work. CDOT has put together an Environmental Clearances Information Summary for those applying for a CDOT Utility and Special Use Permit or Access Permit to obtain all required clearances. This fact sheet is given to each permittee and is available at: <http://www.coloradodot.info/programs/environmental/resources/guidance-standards/Environmental%20Clearances%20Info%20Summary.pdf>

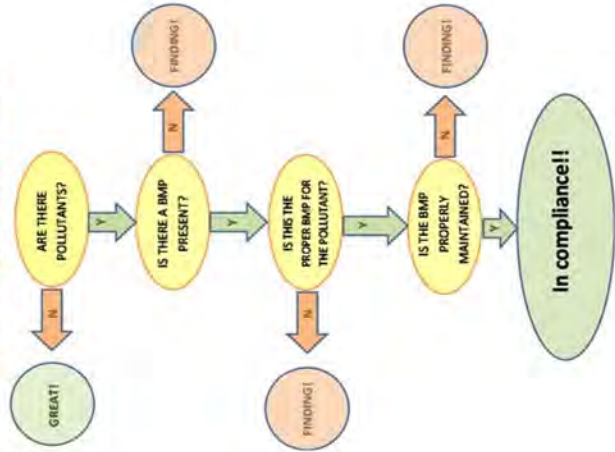


COLORADO
Department of
Transportation

Control Measures for Industrial Facilities

Industrial facilities can use control measures (CM) otherwise known as Best Management Practices (BMP) during the construction of a facility and when operating the facility. Control measures are schedules of activities, maintenance procedures, and other management practices to prevent and reduce pollution entering into CDOT's storm drain system. Control Measures also include treatment, operating procedures, and practices to control site run off which can include structural and non-structural controls.

THE GAUNTLET



**COLORADO DEPARTMENT OF TRANSPORTATION
STATE HIGHWAY ACCESS PERMIT APPLICATION**

Issuing authority application acceptance date:

Instructions:

- Contact the Colorado Department of Transportation (CDOT) or your local government to determine your issuing authority.
- Contact the issuing authority to determine what plans and other documents are required to be submitted with your application.
- Complete this form (some questions may not apply to you) and attach all necessary documents and Submit it to the issuing authority.
- Submit an application for each access affected.
- If you have any questions contact the issuing authority.
- For additional information see CDOT's Access Management website at <http://www.dot.state.co.us/AccessPermits/index.htm>

Please print or type

1) Property owner (Permittee) Alpine Homes-Ridgway, LLC – Joel Cantor		2) Agent for permittee (if different from property owner) TurnKey Consulting LLC, Skip Hudson PE	
Street address 301 Hillside Lane,		Mailing address 1885 Denver West Ct., #1323	
City, state & zip Telluride, CO 81435	Phone # 813-507-4005	City, state & zip Golden, CO 80401	Phone # (required) 970-314-4888
E-mail address joel@cantorpartners.com		E-mail address if available skip@skipudson.com	

3) Address of property to be served by permit (required)
TBD Hwy 550, Ridgway, CO **MAIN SITE ACCESS**

4) Legal description of property: If within jurisdictional limits of Municipality, city and/or County, which one?
 county Ouray subdivision N/A block N/A lot N/A section 16 township 45N range 8W

5) What State Highway are you requesting access from? SH-550 6) What side of the highway?
 N S E W

7) How many feet is the proposed access from the nearest mile post? 0 feet N S E W from: MP 103.89
 How many feet is the proposed access from the nearest cross street? 1000 feet N S E W from: SH-62

8) What is the approximate date you intend to begin construction?
Fall 2020

9) Check here if you are requesting a:
 new access temporary access (duration anticipated: _____)) improvement to existing access
 change in access use removal of access relocation of an existing access (provide detail)

10) Provide existing property use
None - undeveloped

11) Do you have knowledge of any State Highway access permits serving this property, or adjacent properties in which you have a property interest?
 no yes, if yes - what are the permit number(s) and provide copies: _____ and/or, permit date: _____

12) Does the property owner own or have any interests in any adjacent property?
 no yes, if yes - please describe:
Ouray County does not have a GIS system where adjacent property ownership could be checked

13) Are there other existing or dedicated public streets, roads, highways or access easements bordering or within the property?
 no yes, if yes - list them on your plans and indicate the proposed and existing access points.

14) If you are requesting agricultural field access - how many acres will the access serve?
N/A

business/land use	square footage	business	square footage
Restaurant	2,000 s.f.		
Variety Stores	3,200 s.f.		

type	number of units	type	number of units
Townhomes & multi-family	38 d.u.		

17) Provide the following vehicle count estimates for vehicles that will use the access. Leaving the property then returning is two counts.

Indicate if your counts are <input checked="" type="checkbox"/> peak hour volumes or <input type="checkbox"/> average daily volumes.	# of passenger cars and light trucks at peak hour volumes <u>varies</u>	# of multi unit trucks at peak hour volumes <u>varies</u>
# of single unit vehicles in excess of 30 ft. <u>varies</u>	# of farm vehicles (field equipment)	Total count of all vehicles <u>~ 101 vph (incl adjacent Dispensary)</u>

18) Check with the issuing authority to determine which of the following documents are required to complete the review of your application.

- | | |
|--|---|
| a) Property map indicating other access, bordering roads and streets. | e) Subdivision, zoning, or development plan. |
| b) Highway and driveway plan profile. | f) Proposed access design. |
| c) Drainage plan showing impact to the highway right-of-way. | g) Parcel and ownership maps including easements. |
| d) Map and letters detailing utility locations before and after development in and along the right-of-way. | h) Traffic studies. |
| | i) Proof of ownership. |

1- It is the applicant's responsibility to contact appropriate agencies and obtain all environmental clearances that apply to their activities. Such clearances may include Corps of Engineers 404 Permits or Colorado Discharge Permit System permits, or ecological, archeological, historical or cultural resource clearances. The CDOT Environmental Clearances Information Summary presents contact information for agencies administering certain clearances, information about prohibited discharges, and may be obtained from Regional CDOT Utility/Special Use Permit offices or accessed via the CDOT Planning/Construction-Environmental-Guidance webpage <http://www.dot.state.co.us/environmental/Forms.asp>.

2- All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures, and all applicable U.S. Occupational Safety and Health Administration (OSHA) regulations - including, but not limited to the applicable sections of 29 CFR Part 1910 - Occupational Safety and Health Standards and 29 CFR Part 1926 - Safety and Health Regulations for Construction.

Personal protective equipment (e.g. head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed, and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment: High visibility apparel as specified in the Traffic Control provisions of the documentation accompanying the Notice to Proceed related to this permit (at a minimum, ANSI/ISEA 107-1999, class 2); head protection that complies with the ANSI Z89.1-1997 standard; and at all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ANSI Z41-1999.


Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

3- The Permittee is responsible for complying with the Revised Guidelines that have been adopted by the Access Board under the American Disabilities Act (ADA). These guidelines define traversable slope requirements and prescribe the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: <http://www.dot.state.co.us/DesignSupport/>, then click on *Design Bulletins*.

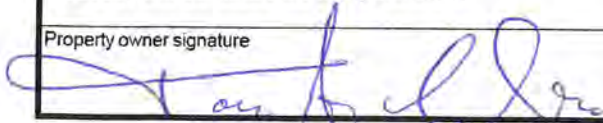
If an access permit is issued to you, it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

The applicant declares under penalty of perjury in the second degree, and any other applicable state or federal laws, that all information provided on this form and submitted attachments are to the best of their knowledge true and complete.

I understand receipt of an access permit does not constitute permission to start access construction work.

Applicant's signature 	Print name Skip Hudson, PE	Date 3/23/20
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If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is issued, the property owner, in most cases, will be listed as the permittee.

Property owner signature 	Print name Joel Cantor	Date 3/30/2020
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Stormwater Drainage Report
for
Riverfront Village
Ridgway, CO

Prepared for:

Alpine Homes – Ridgway, LLC

Prepared by:

David Ballode, P.E.
Uncompahgre Engineering, LLC
September 28, 2021



Uncompahgre Engineering, LLC
P.O. Box 3945
Telluride, CO 81435
dballode@msn.com (970) 729-0683

Overview:

The Riverfront Village development is a multi-unit development being proposed within the Town of Ridgway. Ridgway requires that any new development follow the Town's Stormwater Management Minimum Design Standards (hereafter referred to as the Standards).

The purpose of those Standards is to *"provide a reasonable degree of assurance that the Development of public and private improvements will safeguard and protect the health, safety, welfare and property of the Town and citizens; and to assure a degree of uniformity in performance of public and private improvements thereby securing for Town residents benefits of Development while protecting against deterioration of the quality of the natural and manmade environment."*

The design exceeds the requirements listed above.

Design Requirements:

The Introduction to Chapter 6 of the Standards reads as follows:

6. DETENTION AND WATER QUALITY

*Development or any improvements must not result in Minor or Major Storm total site peak runoff rates from the parcel that are greater than those from the site prior to Development or any change in imperviousness (existing conditions) **unless the entire site drains directly to** a public storm sewer sized to carry the undetained flow, or **the Uncompahgre River.***

The Riverfront Village site drains directly to the Uncompahgre River so developed peak run-offs do not have to be mitigated back to historical peak run-offs. The stormwater standards do require that the development meets the Water Quality Capture Volume (WQCV). The beginning of Chapter 6.5 reads *"The water quality capture volume (WQCV) represents the volume associated with the 1.25-year return period storm. Detaining this volume is considered to provide the best value in water quality treatment"*. The design captures the required WQCV.

In that same section, it's noted that *"The particular treatment method for the WQCV can be determined by the owner or developer but is subject to Town approval. Treatment methods shall be recognized by the Mile High Flood District **or be industry standards.**"*

After reviewing the Mile High Flood District's 12 types of Best Management Practices (BMPs), the site constraints seem to be better suited to a simple industry-standard drywell - a detail of which is in the Appendix. Drywells have been used for years throughout the industry and can be thought of as a subsurface bio-retention facility. Basically, the required volume will be captured in the void space of a gravel pocket rather than having depressions in the landscaping throughout the site.

The drywell being proposed has been proven to be effective in this same situation – it is commonly installed to meet the Town of Telluride's WQCV mitigation. Uncompahgre Engineering has over 10 years of construction and empirical observations for these drywells when used in this same situation. The drywells will capture the 1.25 year storm and then that captured water simply infiltrates into the ground. This is particularly effective when installed on sandy alluvial soils like exist on the site.

BMPs are further discussed in Volume 3 of the USDCM. Chapter 2.1.5 states:

"Infiltration-based BMPs can be designed with or without underdrains, depending on soil permeability and other site conditions. The most substantial volume reductions are generally associated with BMPs that have permeable sub-soils and allow infiltration to deeper soil strata and eventually groundwater."

Gravel drywells are essentially Infiltration-Based BMPs without underdrains. This site has permeable sub-soils and will allow for infiltration to deeper soils strata and eventually groundwater without needing additional underdrains. On-Site soil samples were taken and determined to be a Sandy Loam, USDA Soil Type 1. This type of soil percolates very well and is indicative of the underlying river alluvium. This concept is further discussed in the USDCM:

Other surface BMPs also provide volume reduction through a combination of infiltration, use by the vegetation and evaporation. Volume reduction provided by a particular BMP type will be influenced by site-specific conditions and BMP design features. National research is ongoing with regard to estimating volume reduction provided by various BMP types. Based on analysis of BMP studies contained in the International Stormwater BMP Database, Geosyntec and WWE (2010) reported that normally-dry vegetated BMPs (filter strips, vegetated swales, bioretention, and grass lined detention basins) appear to have substantial potential for volume reduction on a long-term basis, on the order of 30 percent for filter strips and grass-lined detention basins, 40 percent for grass swales, and greater than 50 percent for bioretention with underdrains. Bioretention facilities without underdrains would be expected to provide greater volume reduction."

As discussed above, the gravel drywells are essentially bioretention facilities without underdrains. Just like a Bioretention BMP, it is expected to perform on the higher end of volume reduction when compared to other BMPs. The main difference between the two is that a bioretention BMP relies on a depressed area to reach WQCV while the gravel drywell's volume is captured below ground and is more independent of the surface grades.

Several soil samples were taken by Uncompahgre Engineering throughout the site and all were classified as Loamy Sand per USDA Soil Structure Type. This basically tells us that the soil percolates and is satisfactory soil for this type of BMO. It is the type of soil one would expect in the river bottom of a sandy alluvial valley. However, since the site is fairly large and drywells are spread out, each drywell location will be analyzed during construction to ensure that the bottom of the gravel (at the infiltrative layer) is still satisfactory. If it isn't, it will be mitigated on a site-specific basis at the time of construction.

WQCV Calculations:

The WQCV is calculated per the formula in the Town's Stormwater Regulations (6.5):

$WQCV = 0.65 * A * a(0.9i^3 - 1.19i^2 + 0.78i) / 12$, where

WQCV = water quality capture volume (acre-feet)

A = area draining to the detention basin (acres)

a = 0.8, the WQCV drain time coefficient corresponding to a 12-hour drain time

i = imperviousness as a decimal percentage

The stormwater concentration points identified for the site hydrology (the watersheds) were also used for the WQCV locations. Maps for both the hydrology and the WQCV are included in the appendix.

The calculations for discharges and WQCV are all included in the appendix.

When converting an open volume storage requirement (like a pond) to gravel storage, only the void space in the gravel is used. That void space is 38% of the gravel volume, so the WQCV is divided by 0.38 to obtain the gravel volume (resulting in almost 3 times the volume). That conversion is shown in the

spreadsheet. The gravel in the drywell must not contain any fines and is a readily-available Class 67 washed concrete aggregate. The details of the drywell are shown on the design plan.

Finally, it is the Owner's goal to not just "squeak by" with the calculated neat-line volumes. In order to avoid having to re-calculate volumes if there is some discrepancy, an arbitrary 10% was added to each drywell. That additional volume is shown on the WQCV spreadsheet and that is the volume that will be required to be constructed.

A 24" domed inlet grate was chosen for the drywell inlets and that inlet capacity chart is included in the appendix. A domed inlet is extremely hard to clog. At 4" of depth, the inlet can accept over 3.5 cfs.

Hydrology and Capacity/Spread Widths:

Although the stormwater standards only require that the WQCV be captured, the 25-year storm and 100-year storm discharges were also calculated for each watershed. The Town requires that the Rational Method is used, which tends to over-exaggerate these discharge numbers when looking at lower times of concentration. As it happens, all watersheds in this site must use the minimum Time of Concentration of 10 minutes. It is expected that these numbers are very high when compared to actual real-world observations.

Spread Width Calculations

Per Ridgway requirements, spread width calculations are required for the streets. The streets in this development are not "Collectors" or "Arterials", so they are simply deemed "Other Roadways" and the requirements are listed on the lower half of Table 5 (Town Stormwater Standards). Those criteria state that a 12" depth is allowed at Gutter Flowline and 6" at Roadway Crown. These depths are impossible to achieve due to the design of the site, but two sections were chosen to try to produce the highest results that we could.

On Jasper Lane, a section was taken at STA 1+30. This is the flattest part of the street and the entire watershed was used rather than just the area up to that station. The results are in the appendix but we are well below the requirements of the stormwater standards.

On Riverfront Drive, a section was taken at STA 1+50. This station is fairly close to the v-pan and it also includes the entire watershed even though much of that watershed is below the road or to the east of the v-pan. Those results are also in the appendix and are also well below the requirements of the stormwater standards.

Inlet Capacities

The highest discharge identified is Basin C. The total discharge conveyed at that point is 4.5 cfs in a 25-year storm. The overflow from that watershed will be conveyed under the River Trail Sidewalk through a Town of Ridgway Standard Sidewalk Drain Box. This is simply a rectangular channel of varying width. A 15" wide, 0.4' high channel with a 2% slope was analyzed and it has a capacity of 2.7 cfs. That open channel flow analysis is included in the appendix. Two of the sidewalk drains are planned there for a total capacity of 5.4 cfs. All other discharge points are well below 2.7 cfs but we added a second drain at Watershed G for good measure.

For that opening to be 15" wide, a Neenah R-4999-EX 17 grate (a 17" wide grate with a 15" opening) is specified. Four other sag point locations were identified in the River Trail (all with much smaller discharges) and this same size sidewalk drain box will be used in all of these locations.

It should be noted that all of these locations are in sidewalk sags, so if something clogs and overtops, it will simply overtop a concrete sidewalk.

For the discharge out of the small basin adjacent to the highway (Basin A), a 15" culvert was sized and that nomograph is included.

Conclusion:

The Riverfront Village site is a unique site in the Town of Ridgway. It is set apart from the Town so it does not negatively impact any existing storm system. In fact, by the Town's own standards, it is allowed to discharge directly to the river. It also does not have any off-site contributions. These factors together yield peak flows that are very small.

All Town standards have been met or exceeded with the current design.

APPENDIX

Watershed Run-Off Coefficient Calculations* - to determine the weighted "c" value

Watershed	Total Area (ac)	Impervious Area (c=1.0)	Pervious Lawn (c=.02)	Weighted c
A	0.53	0.46	0.07	0.87
B	0.31	0.11	0.20	0.37
C	0.94	0.75	0.19	0.80
D	0.20	0.14	0.06	0.71
E	0.44	0.22	0.22	0.51
F	0.37	0.30	0.07	0.81
G	0.67	0.42	0.25	0.63
H	0.49	0.33	0.16	0.68

* The MHFCD allows using 90% for Roofs, 40% for Gravel Roads, and 90% for Drives and Walks. These calculations use 100% for Roofs, Roads, Concrete, and Gravel Roads.

Stormwater Discharge Calcs at Individual Watersheds (Q) using the Rational Method

Watershed	Q 25 (cfs)	c	i (25 year)	A (acres)	Q 100 (cfs), i=4.41
A	1.4	0.87	3.09	0.53	2.0
B	0.4	0.37	3.09	0.31	0.5
C	2.3	0.80	3.09	0.94	3.3
D	0.4	0.71	3.09	0.20	0.6
E	0.7	0.51	3.09	0.44	1.0
F	0.9	0.81	3.09	0.37	1.3
G	1.3	0.63	3.09	0.67	1.9
H	1.0	0.68	3.09	0.49	1.5

Required WQCV for Individual Watersheds

Watershed	Area (SF)	WQCV (cf)	Gravel Vol (cf)	I	Adjusted Gravel Vol. (+10%) **
A	23087	378	994	0.87	1093
B	13504	100	264	0.37	290
C	40946	585	1539	0.80	1692
D	8712	105	276	0.71	304
E	19166	174	457	0.51	502
F	16117	236	621	0.81	683
G	29185	314	826	0.63	909
H	21344	246	648	0.68	713

** After the WQCV Volumes were Calculated, 10% was added to the results and that Adjusted Volume is the Proposed Volume.

Stormwater Discharge Points at South Edge of Property (Cumulative)

Watershed	Q 25 (cfs)	Q100 (cfs)
A	1.4	2.0
B	0.4	0.5
C	4.5	6.5
D	0.4	0.6
E	1.7	2.5
F (Goes to C)	-	
G (Goes to C)	-	
H (Goes to E)	-	

Watershed Run-Off Coefficient Calculations* - to determine the weighted "c" value

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B	0.4	0.37	3.09	0.31 0.5
C	2.3	0.80	3.09	0.94 3.3
D	0.4	0.71	3.09	0.20 0.6
E	0.7	0.51	3.09	0.44 1.0
F	0.9	0.81	3.09	0.37 1.3
G	1.3	0.63	3.09	0.67 1.9
H	1.0	0.68	3.09	0.49 1.5

Required WQCV for Individual Watersheds

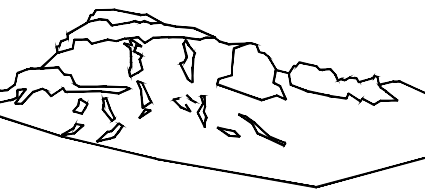
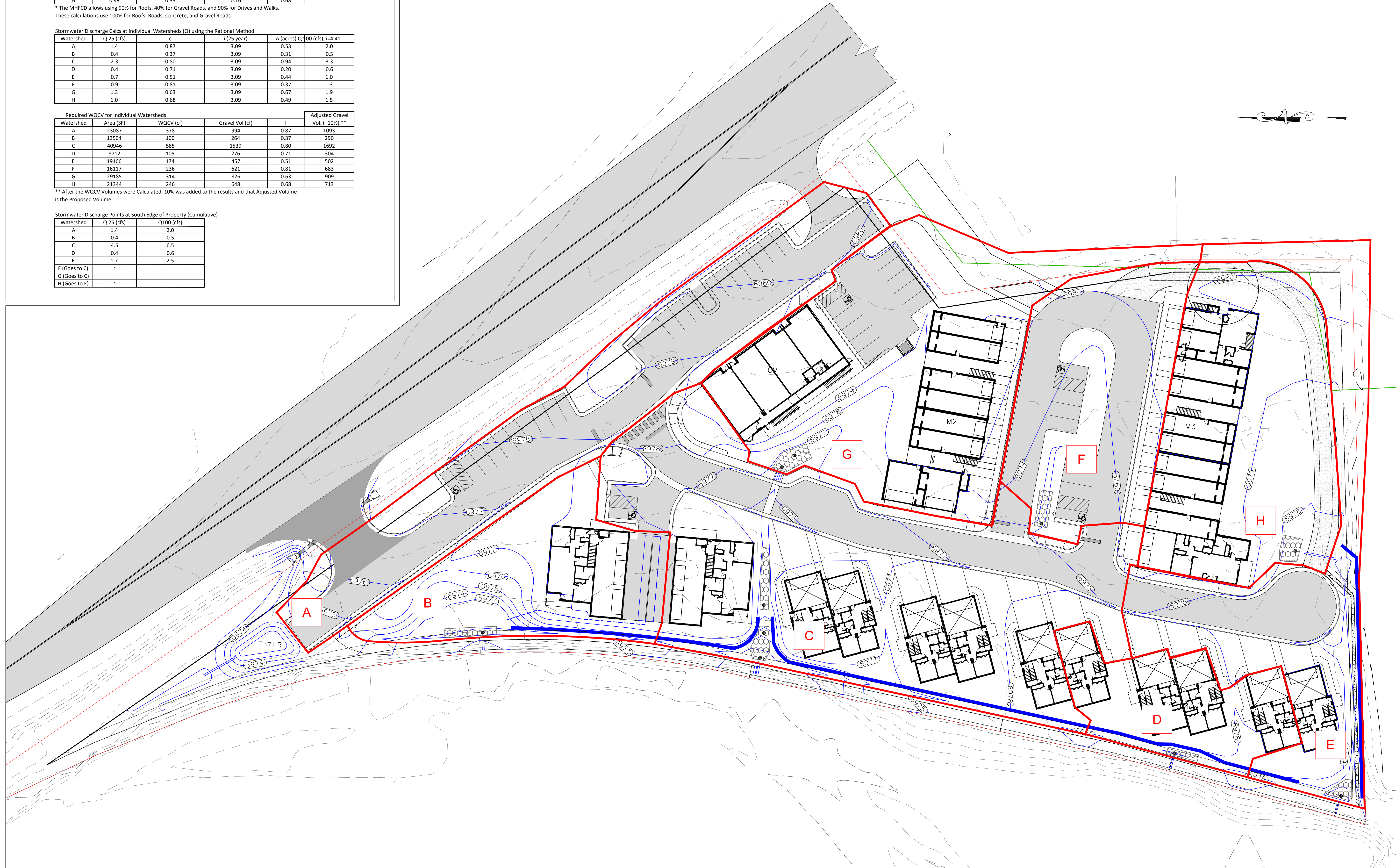
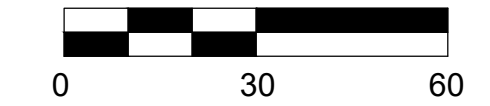
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C	4.5	6.5
D	0.4	0.6
E	1.7	2.5
F (Goes to C)	-	-
G (Goes to C)	-	-
H (Goes to E)	-	-

Scale: 1" = 30'



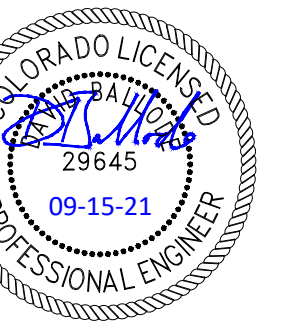
Uncompahgre Engineering, LLC

P.O. Box 3945
Telluride, CO 81435
970-729-0683

SUBMISSIONS:

SUBMITTAL 2021-09-15

Tavaci Village
Ridgway, CO



CONTRACTOR TO REVIEW AND COMPARE ALL CHAPTERS AND INTERDISCIPLINARY DRAWINGS AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO ANY FIELD WORK BEING DONE IN ACCORDANCE WITH AIA DOCUMENT A201

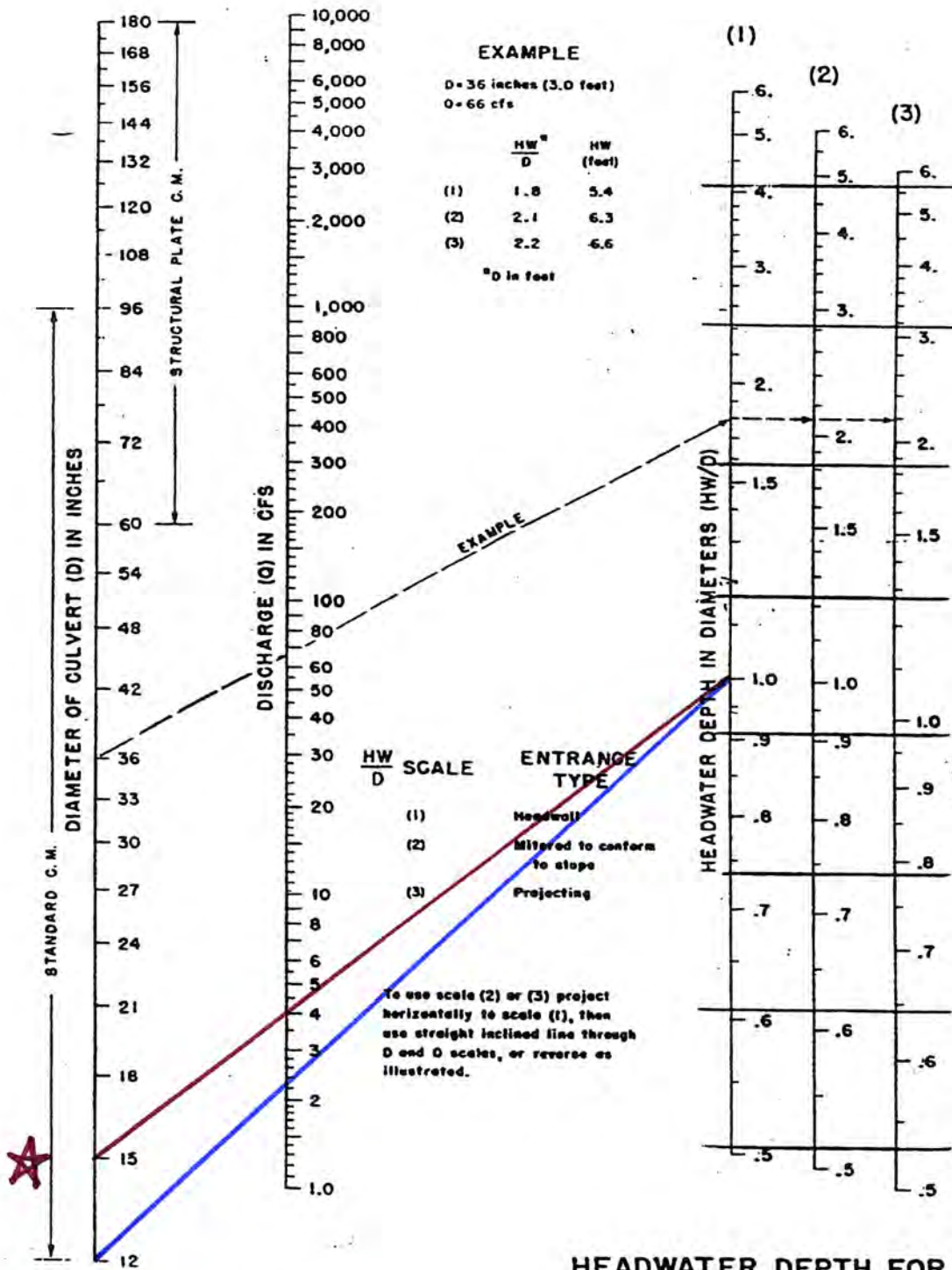
Watershed Map for WQCV Stormwater Mitigation Plan

Watershed Map

Type: Side Slope 1 (Z1): H : 1VSide Slope 2 (Z2): H : 1VChannel Width (B): (ft)Pipe Diameter (D): (ft)Longitudinal Slope: (ft/ft) Override DefaultManning's Roughness: Use LiningLining Type: Enter Flow: (cfs) Enter Depth: (ft)

Parameter	Value	Units
Flow	2.735	cfs
Depth	0.400	ft
Area of Flow	0.500	sq ft
Wetted Perimeter	2.050	ft
Hydraulic Radius	0.244	ft
Average Velocity	5.469	fps
Top Width (T)	1.250	ft
Froude Number	1.524	
Critical Depth	0.530	ft
Critical Velocity	4.130	fps
Critical Slope	0.00919	ft/ft
Critical Top Width	1.250	ft
Max Shear Stress	0.499	lb/ft ²
Avg Shear Stress	0.304	lb/ft ²

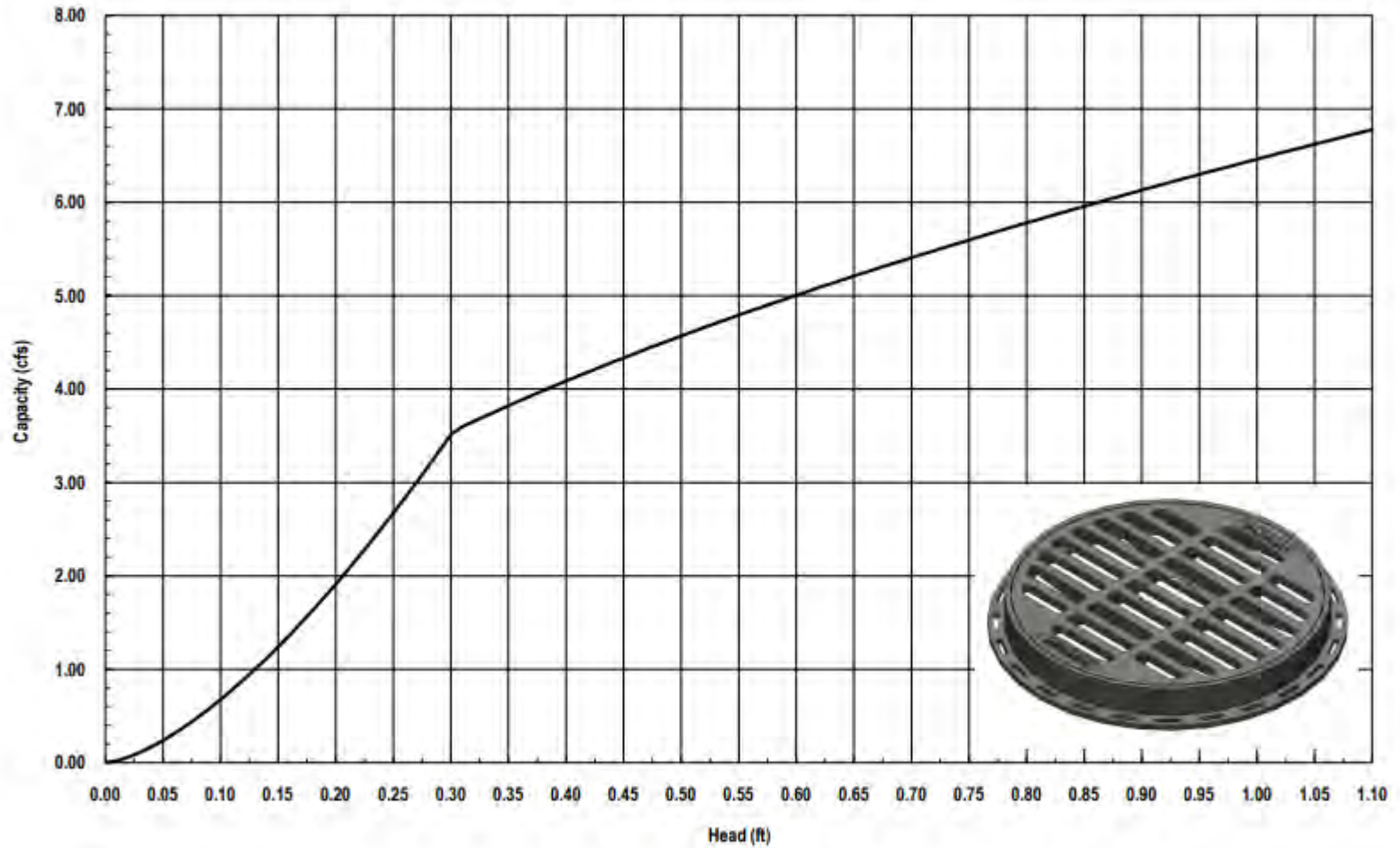
BASIN A - Overflow Culvert



HEADWATER DEPTH FOR C. M. PIPE CULVERTS WITH INLET CONTROL

** Use 15" with Flared End Section*

Nyloplast 24" Standard Grate Inlet Capacity Chart



Nyloplast

3130 Verona Avenue • Buford, GA 30518
(866) 888-8479 / (770) 932-2443 • Fax: (770) 932-2490
© Nyloplast Inlet Capacity Charts June 2012

Gutter

Longitudinal Slope of Road: (ft/ft)Cross-slope of Pavement: (ft/ft) Define Cross-slope of Gutter (ft/ft)Manning's Roughness: Gutter Width: (ft)

Enter one of the following:

 Design Flow: (cfs) Width of Spread: (ft)Gutter Depression: (in)Area of Flow: (ft²)E_o (Gutter Flow to Total Flow): Depth at Curb: (in)

Inlet

Inlet Location

Percent Clogging: (%)

Inlet Types

Grate Types

Grate Width: (ft)Grate Length: (ft)Length of Inlet: (ft)Curb Opening Height: (in)Local Depression: (in)

Parameter

Value

Unit

Gutter

Longitudinal Slope of Road: (ft/ft)Cross-slope of Pavement: (ft/ft) Define Cross-slope of Gutter (ft/ft)Manning's Roughness: Gutter Width: (ft)

Enter one of the following:

 Design Flow: (cfs) Width of Spread: (ft)Gutter Depression: (in)Area of Flow: (ft²)E_o (Gutter Flow to Total Flow): Depth at Curb: (in)

Inlet

Inlet Location

Percent Clogging: (%)

Inlet Types

Grate Types

Grate Width: (ft)Grate Length: (ft)Length of Inlet: (ft)Curb Opening Height: (in)Local Depression: (in)

Parameter

Value

Unit



Huddleston-Berry
Engineering & Testing, LLC

**GEOTECHNICAL INVESTIGATION
TRIANGLE LOT
RIDGWAY, COLORADO
PROJECT #02064-0001**

**MOUNTAINEER CONSTRUCTION
PO BOX 2794
TELLURIDE, COLORADO 81435**

APRIL 27, 2020

**Huddleston-Berry Engineering and Testing, LLC
2789 Riverside Parkway
Grand Junction, Colorado 81501**

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- Figure 1 – Site Location Map
- Figure 2 – Site Plan

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- Appendix B – Test Pit Logs from Current Investigation
- Appendix C – Laboratory Testing Results from Previous Investigations

1.0 INTRODUCTION

As part of extensive development in Western Colorado, a new mixed-use development is proposed in Ridgway. As part of the development process, Huddlestone-Berry Engineering and Testing, LLC (HBET) was retained by Mountaineer Construction to conduct a supplemental geotechnical investigation at the site.

1.1 Previous Work

A previous geotechnical investigations was conducted at the site in 2003. The investigation was summarized in the following report:

- *Geotechnical Evaluation, Ridgeway Hot Springs, Uncompahgre River, Ridgeway, Colorado* by Western Technologies, Inc. for Alpha Inn Management, March 12, 2003.

1.2 Scope

As discussed above, a supplemental geologic hazards and geotechnical investigation was conducted for a proposed mixed-use development in Ridgway, Colorado. The scope of the investigation included the following components:

- Conducting a subsurface investigation to evaluate the subsurface conditions at the site and supplement the information in the referenced report.
- Providing recommendations for foundation type and subgrade preparation.
- Providing recommendations for bearing capacity.
- Providing recommendations for lateral earth pressure.
- Providing recommendations for drainage, grading, and general earthwork.
- Providing recommendations for pavements.

The investigation and report were completed by a Colorado registered professional engineer in accordance with generally accepted geotechnical and geological engineering practices. This report has been prepared for the exclusive use of Mountaineer Construction.

1.3 Site Location

The site is located between the Uncompahgre River and Highway 550, just north of Highway 62 in Ridgway, Colorado. The project location is shown on Figure 1 – Site Location Map.

1.4 Proposed Construction

The proposed construction is anticipated to include new townhomes, new apartment buildings, and/or new commercial buildings.

2.0 FIELD INVESTIGATION

2.1 Previous Subsurface Investigations

The previous subsurface investigation was conducted in February 2003 and consisted of nine test pits across the site. The test pits were excavated to depths of between 8 and 10 feet below the existing ground surface. The locations of the test pits are shown on Figure 2 – Site Plan. Typed test pit logs are included in Appendix A.

As indicated on the logs, the subsurface conditions at the site were slightly variable. Most of the test pits in the central portion of the site encountered brown, moist to wet, loose to medium dense gravel soils with some sand and cobbles. However, in the southwestern portion of the site near the Uncompahgre River, fill materials and/or sand and gravel soils were encountered to a depth of 5 feet where the gravels encountered in the other test pits were present.

In the northern portion of the site, fill materials and/or sandy silt were encountered to depths of between 5 and 8 feet. The gravels encountered in the central portion of the site were present below the fill. Groundwater was encountered across the site at depths of between 7 and 9 feet.

2.2 Current Subsurface Investigation

The current subsurface investigation was conducted on March 26th, 2020 and consisted of four borings drilled to depths of between 18 and 20 feet below the existing ground surface. The locations of the borings are shown on Figure 2 – Site Plan. Typed boring logs are included in Appendix B. Samples of the subsurface soils were collected during Standard Penetration Testing (SPT) and using bulk sampling methods at the locations shown on the logs.

As indicated on the logs, the subsurface conditions at the site were slightly variable. However, the borings generally encountered brown, moist to wet, medium dense sandy gravel soils from the ground surface to depths of between 9 and 14 feet. The gravel was underlain by brown, wet, loose to medium dense silty, clayey sand soils to the bottoms of the borings. Groundwater was encountered during the current investigation at depths of between 8 and 11 feet.

3.0 LABORATORY TESTING

3.1 Previous Subsurface Investigation

Laboratory testing results from the previous subsurface investigation indicate that the shallow native soils range from non-plastic to slightly plastic. In addition, the shallow native soils were indicated to have a slight potential for expansion, with up to approximately 2.3% expansion measured in the laboratory. The laboratory testing results from the previous investigation are included in Appendix C.

4.0 RECOMMENDATIONS

4.1 Foundations

The shallow subsurface conditions encountered during the current investigation were fairly similar to those encountered during the previous investigation. However, the deeper geotechnical borings indicated that the native gravel soils are underlain by lower density sand soils.

In general, HBET believes that shallow foundations are still appropriate for new structures at this site. Spread footings and monolithic structural slabs are both acceptable. However, in order to limit the potential for excessive differential movements, it is recommended that foundations be constructed above a minimum of 24-inches of structural fill.

As discussed above, the laboratory testing results from the previous investigation indicated that the native soils were slightly expansive. Therefore, the native soils are not suitable for reuse as structural fill. Imported structural fill should consist of a granular, **non-expansive, non-free draining** material approved by HBET.

For spread footing foundations, the footing areas may be trenched. However, for monolithic slab foundations, the structural fill should extend across the entire building pad area, below the bottoms of the turndown edges, to a depth equal to the thickness of structural fill. Structural fill should extend laterally beyond the edges of the foundations a distance equal to the thickness of structural fill for both foundation types.

Prior to placement of structural fill, it is recommended that any existing fill materials be removed. In addition, the bottoms of the foundation excavations should be scarified to a depth of 6 to 9-inches, moisture conditioned, and re-compacted to a minimum of 95% of the standard Proctor maximum dry density, within $\pm 2\%$ of the optimum moisture content as determined in accordance with ASTM D698. Structural fill should be moisture conditioned, placed in maximum 8-inch loose lifts, and compacted to a minimum of 95% of the standard Proctor maximum dry density for fine grained soils or modified Proctor maximum dry density for coarse grained soils, within $\pm 2\%$ of the optimum moisture content as determined in accordance with ASTM D698 or D1557, respectively.

Structural fill should be extended to within 0.1-feet of the bottom of the foundation. No more than 0.1-feet of gravel should be placed below the footings or turndown edge as a leveling course.

For foundation building pads prepared as recommended with structural fill consisting of approved imported granular materials, a maximum allowable bearing capacity of 1,500 psf may be used. In addition, a modulus of subgrade reaction of 200 pci may be used for structural fill consisting of approved imported materials. Foundations subject to frost should be at least 36-inches below the final grade.

For foundations constructed as recommended, total foundation settlements are anticipated to be less than 1-inch.

4.2 Corrosion of Concrete

Water soluble sulfates are common to the soils in Western Colorado. Therefore, at a minimum, Type I-II sulfate resistant cement is recommended for construction at this site.

4.3 Non-Structural Floor Slabs and Exterior Flatwork

In order to limit the potential for movement of floor slabs and/or exterior flatwork, it is recommended that non-structural floating floor slabs be constructed above a minimum of 18-inches of structural fill with subgrade preparation, structural fill materials, and structural fill placement in accordance with the *Foundations* section of this report. It is recommended that exterior flatwork be constructed above a minimum of 12-inches of structural fill.

4.4 Lateral Earth Pressures

Stemwalls or retaining walls should be designed to resist lateral earth pressures. For backfill consisting of the native soils or imported granular, non-free draining, non-expansive material, an active equivalent fluid unit weight of 50 pcf may be used in areas where no surcharge loads are present. An at-rest equivalent fluid unit weight of 70 pcf may be used for braced walls. Lateral earth pressures should be increased as necessary to reflect any surcharge loading behind the walls.

4.5 Drainage

Grading and drainage at the site are critical to the long-term performance of the foundations and slabs-on-grade. Grading around the structures should be designed to carry precipitation and runoff away from the structures. It is recommended that the finished ground surface drop at least twelve inches within the first ten feet away from the structures. However, where impermeable surfaces (i.e. sidewalks, pavements, etc.) are adjacent to the structures, the grade can be reduced to 2.5-inches (ADA grade) within the first ten feet away from the structure.

HBET recommends that surface downspout extensions be used which discharge 15 feet from the structures or beyond the backfill zone, whichever is greater. However, if subsurface downspout drains are utilized, they should be carefully constructed of solid-wall PVC and should daylight a minimum of 15-feet from the structures. In addition, an impermeable membrane is recommended below subsurface downspout drain lines. Dry wells should not be used.

In order to limit the potential for surface moisture to impact the structures, perimeter foundation drains are recommended. In general, the perimeter foundation drains should consist of prefabricated drain materials or perforated pipe and gravel systems with the flowlines of the drains at the bottoms of the foundations (at the highest point). The perimeter drains should slope at a minimum of 1% to daylight or to sumps with pumps. An impermeable membrane is also recommended at the base of the drains to limit the potential for moisture to infiltrate into the subsurface below the foundations.

4.6 Excavations

Excavations in the soils at the site may stand for short periods of time but should not be considered to be stable. Therefore, trenching and excavations should be sloped back, shored, or shielded for worker protection in accordance with applicable OSHA standards. The native soils at the site generally classify as Type C soil with regard to OSHA's *Construction Standards for Excavations*. For Type C soils, the maximum allowable slope in temporary cuts is 1.5H:1V.

4.7 Pavements

The proposed construction is anticipated to include paved automobile parking areas and truck traffic areas. As discussed previously, the pavement subgrade materials range from fill to gravels. However, the native soils were indicated to have a slight potential for expansion. Therefore, the minimum recommended Resilient Modulus of 3,000 psi was used for the pavement design.

Based upon the subgrade conditions and anticipated traffic loading, flexible and rigid pavement section alternatives were developed in accordance with AASHTO design methodologies. The following minimum pavement section alternatives are recommended:

Automobile Parking Areas

EDLA = 5, Structural Number = 2.75

ALTERNATIVE	PAVEMENT SECTION (Inches)				TOTAL
	Hot-Mix Asphalt Pavement	CDOT Class 6 Base Course	CDOT Class 3 Subbase Course	Concrete Pavement	
A	3.0	9.0			12.0
B	4.0	7.0			11.0
C	3.0	6.0	6.0		15.0
Rigid Pavement		6.0		6.0	12.0

Truck Traffic Areas

EDLA = 20, Structural Number = 3.50

ALTERNATIVE	PAVEMENT SECTION (Inches)				TOTAL
	Hot-Mix Asphalt Pavement	CDOT Class 6 Base Course	CDOT Class 3 Subbase Course	Concrete Pavement	
A	3.0	15.0			18.0
B	4.0	12.0			16.0
C	3.0	6.0	13.0		22.0
Rigid Pavement		6.0		8.0	14.0

Prior to pavement placement, areas to be paved should be stripped of all topsoil, fill, or other unsuitable materials. It is recommended that the subgrade soils be scarified to a depth of 12-inches; moisture conditioned, and recompact to a minimum of 95% of the standard Proctor maximum dry density, within $\pm 2\%$ of optimum moisture content as determined by AASHTO T-99.

Aggregate base course and subbase course should be placed in maximum 9-inch loose lifts, moisture conditioned, and compacted to a minimum of 95% and 93% of the maximum dry density, respectively, at -2% to +3% of optimum moisture content as determined by AASHTO T-180. In addition to density testing, base course should be proofrolled to verify subgrade stability.

It is recommended that Hot-Mix Asphaltic (HMA) pavement conform to CDOT grading SX or S specifications and consist of an approved 75 gyration Superpave method mix design. HMA pavement should be compacted to between 92% and 96% of the maximum theoretical density. An end point stress of 50 psi should be used. It is recommended that rigid pavements consist of CDOT Class P concrete or alternative approved by the Engineer. In addition, pavements should conform to local specifications.

The long-term performance of the pavements is dependent on positive drainage away from the pavements. Ditches, culverts, and inlet structures in the vicinity of paved areas must be maintained to prevent ponding of water on the pavement

5.0 GENERAL

The recommendations included above are based upon the results of the previous and current subsurface investigations, and on our local experience. These conclusions and recommendations are valid only for the proposed construction.

As discussed previously, the subsurface conditions at the site were slightly variable. However, the precise nature and extent of any subsurface variability may not become evident until construction. As a result, it is recommended that HBET provide construction materials testing and engineering oversight during the entire construction process.

It is important to note that the recommendations herein are intended to reduce the risk of structural movement and/or damage, to varying degrees, associated with volume change in the native soils. However, HBET cannot predict long-term changes in subsurface moisture conditions and/or the precise magnitude or extent of volume change in the subsurface materials. Where significant increases in subsurface moisture occur due to poor grading, improper stormwater management, utility line failure, excess irrigation, or other cause, either during construction or the result of actions of the property owner, several inches of movement are possible. In addition, any failure to comply with the recommendations in this report releases Huddlestone-Berry Engineering & Testing, LLC of any liability with regard to the structure performance.

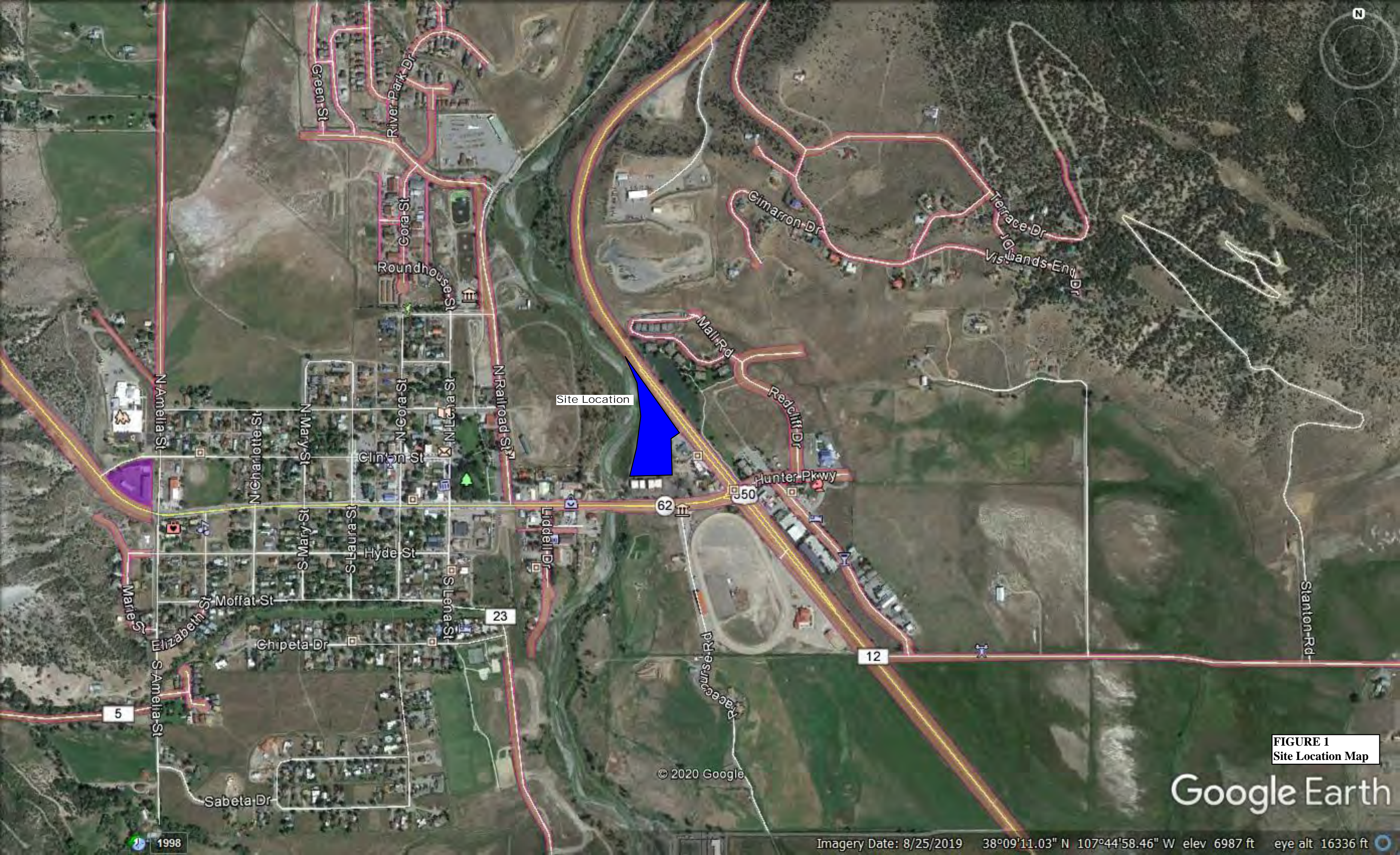
Huddleston-Berry Engineering and Testing, LLC is pleased to be of service to your project. Please contact us if you have any questions or comments regarding the contents of this report.

Respectfully Submitted:
Huddleston-Berry Engineering and Testing, LLC



Michael A. Berry, P.E.
Vice President of Engineering

FIGURES

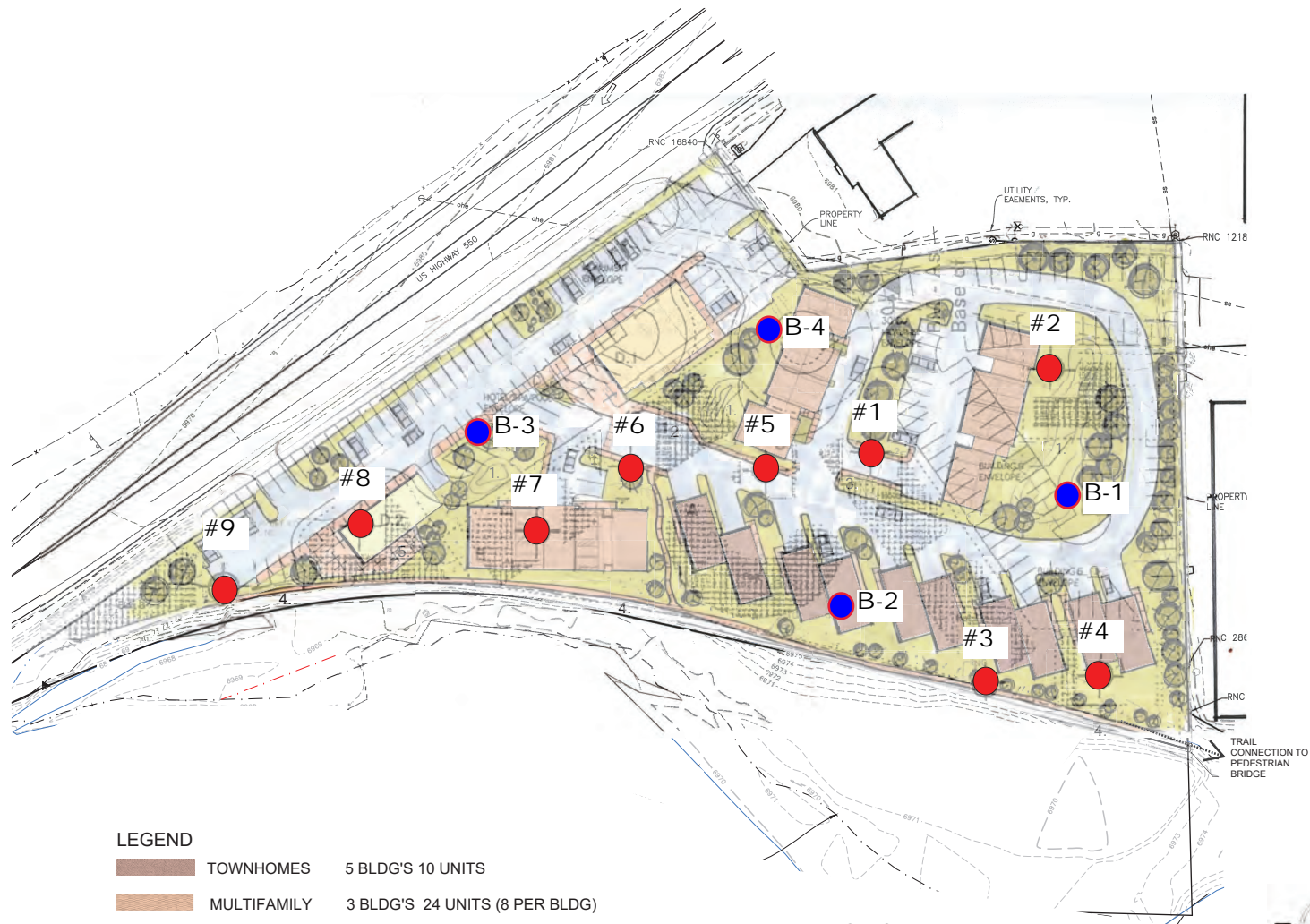


Site Location





FIGURE 1
Site Location Map

Google Earth



© 2020 Google



LEGEND

	TOWNHOMES	5 BLDG'S 10 UNITS
	MULTIFAMILY	3 BLDG'S 24 UNITS (8 PER BLDG)
	MIXED USE	4 UNITS UPPER FLOOR/ 3,200 SF COMM.
	COMMERCIAL	2,000 SF RESTAURANT

TOTAL RESIDENTIAL = UNITS 38 (INCLDS. 4 DEED RESTRICTED UNITS)
 TOTAL COMMERCIAL SF = 5,000 SF

-  Previous Test Pit
-  Current Boring

KEY NOTES:

1. DRAINAGE DETENTION AREAS
2. PROPOSED BUS STOP
3. PROPOSED MAIL BOX LOCATION
4. PROPOSED RIVER TRAIL AND RESTORATION
5. PROPOSED RESTAURANT PATIO



SCALE: 1" = 40'-0"

FIGURE 2
Site Plan

APPENDIX A
Test Pit Logs from Previous Investigation

THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003
 RIG TYPE: CME-75
 BUCKET SIZE: HSA/7"

TEST PIT 1

LOCATION: See Test Pit Location Diagram
 ELEVATION: 97.7 Feet
 FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
8.6		G		1-2	GC		GRAVEL; brown, loose to medium dense, damp, some clayey sand, some cobbles.
		G		8-9	GW		GRAVEL; brown, medium dense, damp to saturated, some sand, fine to coarse grained sand.
				9			Groundwater encountered at 9 feet.
				10			Stopped At 10 Feet

GROUNDWATER ENCOUNTERED NO: YES: DEPTH: 9 feet DATE: 02-24-2003

NOTES 3" of snow on ground at time of exploration.

RIDGEWAY HOT SPRINGS	
Test Pit	
Western Technologies Inc.	
Job No.: 3123JC021	Plate: A-4



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003

LOCATION: See Test Pit Location Diagram

RIG TYPE: Cat 416C

TEST PIT 2

ELEVATION: 99.6 Feet

BUCKET SIZE: 24 inch

FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
		G		5	GW		GRAVEL; brown, loose to medium dense, damp to saturated, some sand, some cobbles. <div style="text-align: center;"> Groundwater encountered at 9 feet. </div> <hr style="border-top: 1px dashed black;"/> Stopped At 10 Feet
		G		10			
				15			
				20			

GROUNDWATER ENCOUNTERED NO: <input type="checkbox"/> YES: <input checked="" type="checkbox"/> DEPTH: <u>9</u> feet DATE: <u>02-24-2003</u>	RIDGEWAY HOT SPRINGS Test Pit
NOTES	Western Technologies Inc.
	Job No.: 3123JC021 Plate: A-5



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003

RIG TYPE: Cat 416C

BUCKET SIZE: 24 inch

TEST PIT 3

LOCATION: See Test Pit Location Diagram

ELEVATION: 96.7 Feet

FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
		G		0			FILL 0 TO 5 FEET GRAVEL; brown, loose, damp to moist, some sand, some cobbles.
		G		2			
		G		4			
				5	GW		GRAVEL; brown, loose to medium dense, moist to saturated, some sand, some cobbles.
				9			Groundwater encountered at 9 feet.
				10			Stopped At 10 Feet
				15			
				20			

GROUNDWATER ENCOUNTERED NO: _____ YES: <input checked="" type="checkbox"/> DEPTH: <u>8</u> feet DATE: <u>02-24-2003</u> NOTES	RIDGEWAY HOT SPRINGS	
	Test Pit	
	Western Technologies Inc.	
	Job No.: 3123JC021	Plate: A-6



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003

LOCATION: See Test Pit Location Diagram

RIG TYPE: Cat 416C

TEST PIT 4

ELEVATION: 96.9 Feet

BUCKET SIZE: 24 inch

FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
13.5		G		0	GW		GRAVEL; brown, loose, damp to moist, some sand, some cobbles.
				1.5	SM		SILTY SAND; tan to brown, loose to medium dense, damp, trace of gravel.
				5	GW		GRAVEL; brown, loose to medium dense, damp to saturated, some sand, some cobbles.
		G		7.5			Groundwater encountered at 9 feet.
				10			Stopped At 10 Feet

GROUNDWATER ENCOUNTERED NO: _____ YES: DEPTH: 9 feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS

Test Pit

Western Technologies Inc.

Job No.: 3123JC021 Plate: A-7



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003

RIG TYPE: Cat 416C

BUCKET SIZE: 24 inch

TEST PIT 5

LOCATION: See Test Pit Location Diagram

ELEVATION: 97.8 Feet

FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
		G		5	GW		GRAVEL; brown, loose to medium dense, damp to saturated, some sand, some cobbles.
		G		10			
							Groundwater encountered at 9 feet.
							Stopped At 10 Feet

GROUNDWATER ENCOUNTERED NO: _____ YES: DEPTH: 9 feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS	
Test Pit	
Western Technologies Inc.	
Job No.: 3123JC021	Plate: A-8



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003
 RIG TYPE: Cat 416C
 BUCKET SIZE: 24 inch

TEST PIT 6

LOCATION: See Test Pit Location Diagram
 ELEVATION: 96.2 Feet
 FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
		G		0	GW		GRAVEL; brown, loose to medium dense, damp to saturated, some sand, some cobbles.
		G		7.5			
				10			Groundwater encountered at 9 feet.
							Stopped At 10 Feet

GROUNDWATER ENCOUNTERED NO: _____ YES: DEPTH: 9 Feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS	
Test Pit	
Western Technologies Inc.	
Job No.: 3123JC021	Plate: A-9



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003
 RIG TYPE: Cat 416C
 BUCKET SIZE: 24 inch

TEST PIT 7

LOCATION: See Test Pit Location Diagram
 ELEVATION: 96.5 Feet
 FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
		G		0	GW		GRAVEL; brown, loose to medium dense, damp to saturated, some sand, some cobbles.
		G		5			
				10			<div style="display: flex; align-items: center;"> Groundwater encountered at 9 feet. </div>
							Stopped At 10 Feet
				15			
				20			

GROUNDWATER ENCOUNTERED NO: _____ YES: DEPTH: 9 feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS	
Test Pit	
Western Technologies Inc.	
Job No.: 3123JC021	Plate: A-10



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: 02-24-2003

LOCATION: See Test Pit Location Diagram

RIG TYPE: Cat 416C

TEST PIT 8

ELEVATION: 96.5 Feet

BUCKET SIZE: 24 inch

FIELD ENGR: T. Binder

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
25.5		G		0			FILL 0 TO 3 FEET GRAVEL; brown, loose, damp to moist, some sand, some cobbles.
		G		5	ML		SANDY SILT; tan to brown, firm, moist, some gravel.
				8	GW		GRAVEL; brown, loose to medium dense, moist to saturated, some sand, some cobbles.
				10		Groundwater encountered at 8 feet.	Stopped At 10 Feet
				15			
				20			

GROUNDWATER ENCOUNTERED NO: YES: DEPTH: 8 feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS	
Test Pit	
Western Technologies Inc.	
Job No.: 3123JC021	Plate: A-11



THIS SUMMARY APPLIES ONLY AT THIS LOCATION AND AT THE TIME OF LOGGING. CONDITIONS MAY DIFFER AT OTHER LOCATIONS AND MAY CHANGE AT THIS LOCATION WITH TIME. DATA PRESENTED IS A SIMPLIFICATION.

EXPLORATION DATE: **02-24-2003**

LOCATION: **See Test Pit Location Diagram**





RIG TYPE: **Cat 416C**

TEST PIT 9

ELEVATION: **95.0 Feet**

BUCKET SIZE: **24 inch**

FIELD ENGR: **T. Binder**

WATER CONTENT (%)	DRY DENSITY (LBS/CU.FT)	SAMPLE TYPE	SAMPLE	DEPTH	USCS	GRAPHIC	SOIL DESCRIPTION
		G					FILL 0 TO 8 FEET GRAVEL; brown, loose, damp to saturated, some sand, some cobbles.
		G		5			
							Groundwater encountered at 7 feet.
							Stopped At 8 Feet
				10			
				15			
				20			

GROUNDWATER ENCOUNTERED NO: _____ YES: DEPTH: 7 feet DATE: 02-24-2003

NOTES

RIDGEWAY HOT SPRINGS	
Test Pit	
Western Technologies Inc.	
Job No.: 3123JC021	Plate: A-12



APPENDIX B
Boring Logs from Current Investigation



Huddlestone-Berry Engineering & Testing, LLC
 2789 Riverside Parkway
 Grand Junction, CO 81501
 970-255-8005

BORING NUMBER B-1

PAGE 1 OF 1

CLIENT <u>Mountaineer Construction</u>	PROJECT NAME <u>Triangle Lot</u>
PROJECT NUMBER <u>02064-0001</u>	PROJECT LOCATION <u>Ridgway, CO</u>
DATE STARTED <u>3/26/20</u> COMPLETED <u>3/26/20</u>	GROUND ELEVATION _____ HOLE SIZE <u>4-inch</u>
DRILLING CONTRACTOR <u>S. McKracken</u>	GROUND WATER LEVELS:
DRILLING METHOD <u>Simco 2000 Truck Rig</u>	▽ AT TIME OF DRILLING <u>11.0 ft</u>
LOGGED BY <u>SD</u> CHECKED BY <u>MAB</u>	▼ AT END OF DRILLING <u>11.0 ft</u>
NOTES _____	AFTER DRILLING <u>---</u>

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, medium dense										
	5		SS 1	39	6-3-3 (6)							
	10	***Hole collapsing below water table. Unable to sample.										
	15	Silty, Clayey SAND (sc-sm), brown, wet, loose to medium dense										
	20	Bottom of hole at 20.0 feet.										

GEOTECH BH COLUMNS 02064-0001 TRIANGLE LOT.GPJ GINT US LAB.GDT 4/27/20



Huddlestone-Berry Engineering & Testing, LLC
 2789 Riverside Parkway
 Grand Junction, CO 81501
 970-255-8005

BORING NUMBER B-2

PAGE 1 OF 1

CLIENT Mountaineer Construction **PROJECT NAME** Triangle Lot

PROJECT NUMBER 02064-0001 **PROJECT LOCATION** Ridgway, CO

DATE STARTED 3/26/20 **COMPLETED** 3/26/20 **GROUND ELEVATION** _____ **HOLE SIZE** 4-inch

DRILLING CONTRACTOR S. McKracken **GROUND WATER LEVELS:**

DRILLING METHOD Simco 2000 Truck Rig **▽ AT TIME OF DRILLING** 8.0 ft

LOGGED BY SD **CHECKED BY** MAB **▼ AT END OF DRILLING** 8.0 ft

NOTES _____ **AFTER DRILLING** ---

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, medium dense										
			SS 1	56	24-50							
5												
		***Hole collapsing below water table. Unable to sample.										
10		Silty, Clayey SAND (sc-sm), brown, wet, loose to medium dense										
15												
		Bottom of hole at 18.0 feet.										

GEOTECH BH COLUMNS 02064-0001 TRIANGLE LOT.GPJ GINT US LAB.GDT 4/27/20



Huddlestone-Berry Engineering & Testing, LLC
 2789 Riverside Parkway
 Grand Junction, CO 81501
 970-255-8005

BORING NUMBER B-3

PAGE 1 OF 1

CLIENT <u>Mountaineer Construction</u>	PROJECT NAME <u>Triangle Lot</u>
PROJECT NUMBER <u>02064-0001</u>	PROJECT LOCATION <u>Ridgway, CO</u>
DATE STARTED <u>3/26/20</u> COMPLETED <u>3/26/20</u>	GROUND ELEVATION _____ HOLE SIZE <u>4-inch</u>
DRILLING CONTRACTOR <u>S. McCracken</u>	GROUND WATER LEVELS: ▽ AT TIME OF DRILLING <u>10.0 ft</u> ▼ AT END OF DRILLING <u>10.0 ft</u>
DRILLING METHOD <u>Simco 2000 Truck Rig</u>	
LOGGED BY <u>SD</u> CHECKED BY <u>MAB</u>	AFTER DRILLING <u>---</u>
NOTES _____	

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, medium dense										
4.5			SS 1	28	9-9-6 (15)							
10		Silty, Clayey SAND (sc-sm), brown, wet, loose to medium dense										
10.5		***Hole collapsing below water table. Unable to sample.										
20		Bottom of hole at 20.0 feet.										

GEOTECH BH COLUMNS 02064-0001 TRIANGLE LOT.GPJ GINT US LAB.GDT 4/27/20



Huddlestone-Berry Engineering & Testing, LLC
 2789 Riverside Parkway
 Grand Junction, CO 81501
 970-255-8005

BORING NUMBER B-4

PAGE 1 OF 1

CLIENT <u>Mountaineer Construction</u>	PROJECT NAME <u>Triangle Lot</u>
PROJECT NUMBER <u>02064-0001</u>	PROJECT LOCATION <u>Ridgway, CO</u>
DATE STARTED <u>3/26/20</u> COMPLETED <u>3/26/20</u>	GROUND ELEVATION _____ HOLE SIZE <u>4-inch</u>
DRILLING CONTRACTOR <u>S. McKracken</u>	GROUND WATER LEVELS: ▽ AT TIME OF DRILLING <u>10.0 ft</u> ▼ AT END OF DRILLING <u>10.0 ft</u> AFTER DRILLING ---
DRILLING METHOD <u>Simco 2000 Truck Rig</u>	
LOGGED BY <u>SD</u> CHECKED BY <u>MAB</u>	
NOTES _____	

DEPTH (ft)	GRAPHIC LOG	MATERIAL DESCRIPTION	SAMPLE TYPE NUMBER	RECOVERY % (RQD)	BLOW COUNTS (N VALUE)	POCKET PEN. (tsf)	DRY UNIT WT. (pcf)	MOISTURE CONTENT (%)	ATTERBERG LIMITS			FINES CONTENT (%)
									LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	
0		Sandy GRAVEL (gw), trace cobbles, brown, moist to wet, medium dense										
		SS 1	56	12-10-10 (20)								
5												
10		Silty, Clayey SAND (sc-sm), brown, wet, loose to medium dense										
		***Hole collapsing below water table. Unable to sample.										
15												
20		Bottom of hole at 20.0 feet.										

GEOTECH BH COLUMNS 02064-0001 TRIANGLE LOT.GPJ GINT US LAB.GDT 4/27/20

APPENDIX C
Laboratory Testing Results from Previous Investigation

SOIL PROPERTIES

TEST PIT NO.	DEPTH (FEET)	SOIL CLASSIFICATION	SOIL PROPERTY		COMPRESSION / CONSOLIDATION		EXPANSION			REMARKS
			INITIAL DRY DENSITY (PCF)	INITIAL WATER CONTENT (%)	SURCHARGE (KSF)	TOTAL COMPRESSION (%)	SURCHARGE (KSF)	EXPANSION (%)	MAXIMUM SWELL PRESSURE (KSF)	
1	2-3	GC	116	6.0			0.1	+2.3		1,2
4	2-3	SM	110	8.0			0.1	+1.4		1,2
8	3-5	ML	109	25.5			0.1	+0.9		1,2

NOTE: Initial Dry Density and Initial Water Content are in-situ values unless otherwise noted.

REMARKS:

1. Compacted Density (approximately 95% of ASTM D698 maximum density at moisture content slightly below optimum).
2. Submerged to approximate saturation.
3. Dry Density determined from one ring of a multi-ring sample.
4. Visual Classification.

RIDGEWAY HOT SPRINGS	
Soil Properties	
Western Technologies Inc.	
Job No.: 3123JC021	Plate: B-1



SOIL PROPERTIES

TEST PIT NO.	DEPTH (FEET)	SOIL CLASSIFICATION	SOIL PROPERTY		SHEAR STRENGTH		PERMEABILITY	SPECIFIC GRAVITY	WATER SOLUBLE MATTER (PPM)		REMARKS
			INITIAL DRY DENSITY (PCF)	INITIAL WATER CONTENT (%)	C (KSF)	Ø (DEGREES)	K (CM/SECOND)		SALTS	SULFATES	
8	3-5	ML							2700	975	

NOTE: Initial Dry Density and Initial Water Content are in-situ values unless otherwise noted.

LEGEND:

SHEAR STRENGTH TEST METHOD

- DS** Direct Shear
- DS** Direct Shear (Saturated)
- UC** Unconfined Compression
- UU** Unconsolidated Undrained
- CU** Consolidated Undrained with Pore Pressure
- CU** Consolidated Undrained
- CD** Consolidated Drained

REMARKS:

1. Compacted Density (approximately 95% of ASTM D698 at moisture value slightly below optimum).
2. Visual Classification.
3. Constant Head.
4. Falling Head.

RIDGEWAY HOT SPRINGS

Soil Properties

Western Technologies Inc.

Job No.: 3123JC021

Plate: B-2



PHYSICAL PROPERTIES

TEST PIT NO.	DEPTH (FEET)	SOIL CLASSIFICATION	PARTICLE SIZE DISTRIBUTION % PASSING BY WEIGHT					ATTERBERG LIMITS		MOISTURE-DENSITY RELATIONSHIP			'R' VALUE	REMARKS
			3 IN.	NO. 4	NO. 10	NO. 40	NO. 200	LL	PI	DRY DENSITY (PCF)	OPTIMUM MOISTURE (%)	METHOD		
1	2-3	GW	100	26	20	13	4.3	-	NP					2
8	3-5	ML	100	98	95	89	51.9	-	NP					2

REMARKS:
CLASSIFICATION / PARTICLE SIZE

1. Visual
2. Laboratory Tested
3. Minus No. 200 Only

- MOISTURE-DENSITY RELATIONSHIP
4. Tested ASTM D698 / AASHTO T99
 5. Tested ASTM D1557 / AASHTO T180

NOTE: NP Nonplastic

RIDGEWAY HOT SPRINGS	
Physical Properties	
Western Technologies Inc.	
Job No.: 3123JC021	Plate: B-3



DYNAMIC

Fire Protection Systems, Inc.



August 16, 2021

Mr. Jim Kehoe
KEO Studioworks
P.O. Box 3371
Aspen, CO. 81612

Phone:
Fax:
Cell: 970-708-7224
E-Mail: jim@keostudioworks.com

Subject: Project Site Water Distribution Design
Riverfront Village, Ridgway, CO.

Mr. Kehoe, the following are my comments related to the water system design as shown on Plan Sheet UTL-1, Dated April 9th, 2021, in consultation with Big Horn Consulting Engineers, CO. including commentary as to the proposed fire suppression water supply requirements and sizes described on the referenced plan.

The current site plan indicates what we describe as a “compound closed loop” water system design. In effect, there are (2) looped water supply systems being created.

System Supply Loop (1) begins with a new 8” water supply from Highway 62 that extends to the north and turns to the East where it connects into an existing 6” city municipal water line from Highway 550. This provides an improvement to the “existing” city municipal water system by looping the two water supplies together.

System Supply Loop (2) is created from the 8” tee on the 8” supply from Highway 62 on the southside of the project and the existing 6” water supply from Highway 550. These two supplies “loop” around and run between Buildings M2 and M3 creating the second water supply loop design.

In addition, there is an 8” water line extension from an 8” tee on the Second Supply Loop starting at Building M2. It runs directly to the North to Building M1 and to a remote fire hydrant located on Highway 550 at the entrance to the project site.

Mailing Address:
1427 Meadow Circle
Ridgway, CO. 81432
Phone: 970-626-3357

Physical Address:
19235 S. Highway 550
Montrose, CO. 81403
Phone: 970-626-3357

Because a **QUALITY** Installation Ensures **LIFE SAFETY**



The two “looped” water system designs will provide and maintain stable and constant static and residual water pressure and system supply volume (gpm) throughout the new and existing water systems at these locations.

This piping configuration also greatly helps in the hydraulic design of any individual fire suppression system. By providing higher and consistent static and residual system pressures it can reduce the material costs for the fire suppression systems planned within this project.

The design also includes the proposed location of (3) individual fire hydrants that are supplied by the new 8” looped water system within the project. These are supplied from the 8” water line from Highway 62 and the 6” water line from Highway 550.

All (3) fire hydrants on the plan appear to be located within the required distance between each fire hydrant based upon “residential and commercial occupancies”. Further review with the city regarding the various occupancy types should be performed to confirm any changes to the distance between the hydrants and the total required number of fire hydrants.

The use of the “looped” water supply design also provides the means to isolate portions of the entire system with the addition of “sectional gate valves” on the underground piping. This can be important if new water supplies are needed from the looped system or maintenance and repairs are needed. This can allow for the isolation of only a portion of the system while maintaining water service to the remaining portions of the system.

The current design incorporates the extension of the 8” underground supply to Highway 550 at the project entrance providing a means to extend a “future” waterline across Highway 550 creating a 3rd Looped water system on the northeast side of Highway 550.

The water line is also positioned to allow for future individual underground fire sprinkler supply lines to each building requiring a fire sprinkler system. These are now currently described by Big Horn Consulting Engineers CO. for the purposes of these review comments.

Mailing Address:
1427 Meadow Circle
Ridgway, CO. 81432
Phone: 970-626-3357

Physical Address:
19235 S. Highway 550
Montrose, CO. 81403
Phone: 970-626-3357



The fire suppression water supply sizes noted by Big Horn Consulting Engineers, CO. for each of the proposed building types are addressed as follows:

Building CM: Commercial and Residential

Building CM is noted as a combination of “Commercial” – Ordinary Hazard Occupancy and “Residential” – Light Hazard “Mixed Use” Occupancy. Big Horn Consulting Engineers CO. recommends a 4” fire suppression line size. This is the sufficient water supply line size for these occupancies and the system hazard in accordance with NFPA-13 and the water flow test information performed by Dynamic Fire Protection Systems Inc. (DFPS) and witnessed by the City of Ridgway Public Works.

Building M1-A: Residential (Apartments) and Parking Garage

Building M1-A is noted as a combination of “Residential Apartments and Parking Garage” – Light Hazard “Residential” Occupancy. Big Horn Consulting Engineers, CO. recommends a 2 ½” fire suppression line size. This is the sufficient water supply line size for this occupancy and the system hazard in accordance with NFPA-13R and the water flow information performed by DFPS and witnessed by the City of Ridgway Public Works.

Building M1-B: Residential (Apartments) and Parking Garage

Building M1-B is noted as a combination of “Residential Apartments and Parking Garage” – Light Hazard “Residential” Occupancy. Big Horn Consulting Engineers, CO. recommends a 2 ½” fire suppression line size. This is the sufficient water supply line size for this occupancy and the system hazard in accordance with NFPA-13R and the water flow information performed by DFPS and witnessed by the City of Ridgway Public Works.

Building M2: Residential (Condos) and Private Garages

Building M2 is noted as a combination of “Residential Condos and Private Parking Garages” – Light Hazard “Residential” Occupancy. Big Horn Consulting Engineers, CO. recommends a 4” fire suppression line size. This is the sufficient water supply line size for this occupancy and the system hazard in accordance with NFPA-13 and the water flow information performed by DFPS and witnessed by the City of Ridgway Public Works.

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Building M3: Residential (Condos) and Private Garages

Building M3 is noted as a combination of “Residential Condos and Private Parking Garages” – Light Hazard “Residential” Occupancy. Big Horn Consulting Engineers, CO. recommends a 4” fire suppression line size. This is the sufficient water supply line size for this occupancy and the system hazard in accordance with NFPA-13 and the water flow information performed by DFPS and witnessed by the City of Ridgway Public Works.

Building D1, D2, D3, D4, D5: Residential Townhomes

Buildings D1 through D5 are noted as “Residential Townhomes” – Light Hazard “Residential” Occupancy. Big Horn Consulting Engineers, CO. recommends a 1 ½” fire suppression line size for each building. This is the sufficient water supply line size for this occupancy and the system hazard in accordance with NFPA-13D and the water flow information performed by DFPS and witnessed by the City of Ridgway Public Works.

Based on the previous recommendations, I feel the current underground water system design will provide the required fire suppression system hydraulic demand for both the commercial and residential occupancies needed for the project as described.

Based upon the current individual building locations and the use of the new roadway planned to access the individual buildings, it is my opinion that the current water system design as proposed will meet the requirements needed to provide good fire prevention in accordance with NFPA-13.

If you have any questions or need and further assistance, please feel free to call me.

Respectfully submitted,

Gordon Mull

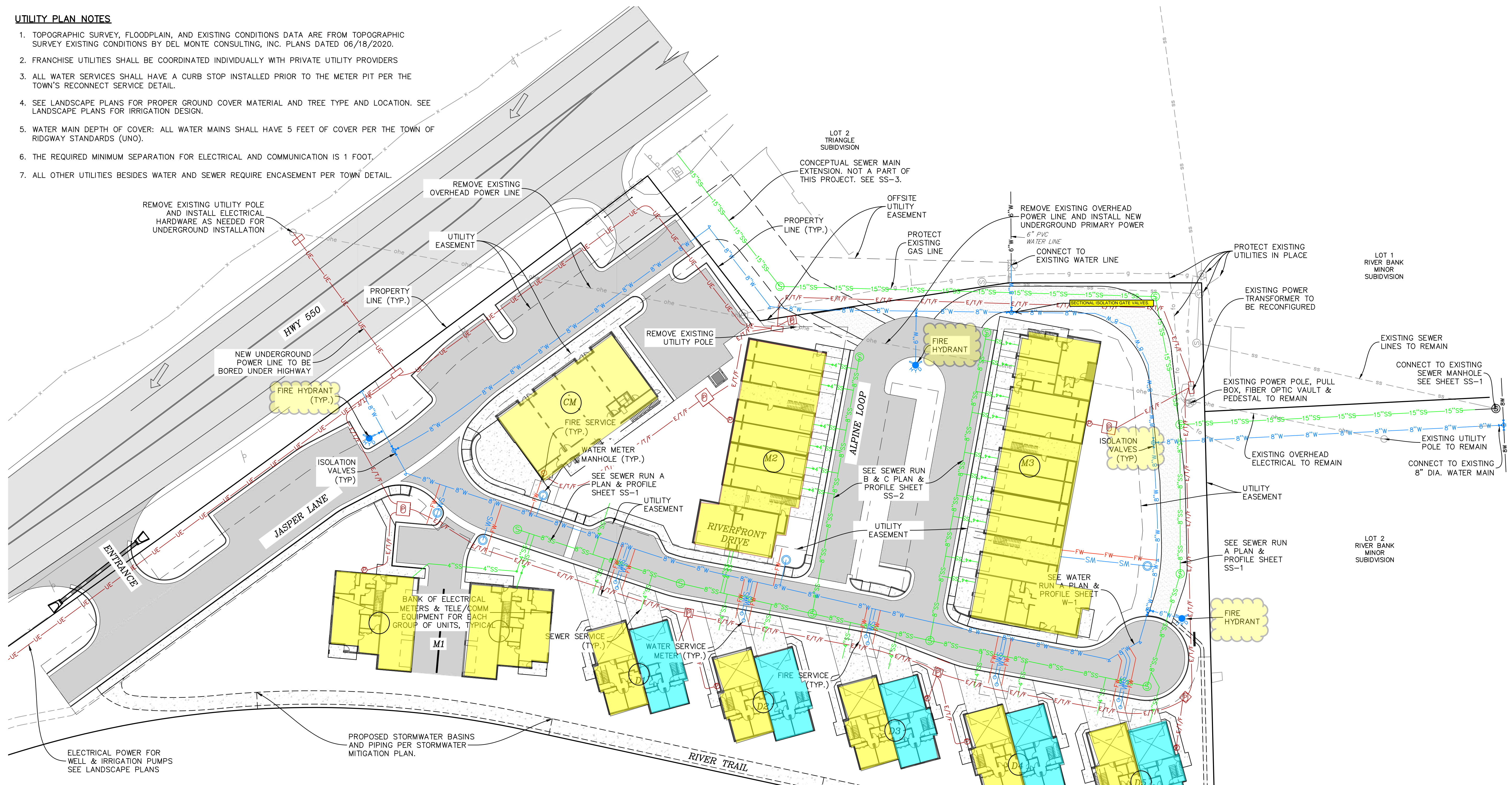
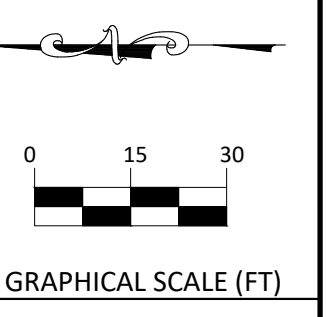
President

Mailing Address:
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Ridgway, CO. 81432
Phone: 970-626-3357

Physical Address:
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Phone: 970-626-3357

UTILITY PLAN NOTES

1. TOPOGRAPHIC SURVEY, FLOODPLAIN, AND EXISTING CONDITIONS DATA ARE FROM TOPOGRAPHIC SURVEY EXISTING CONDITIONS BY DEL MONTE CONSULTING, INC. PLANS DATED 06/18/2020.
2. FRANCHISE UTILITIES SHALL BE COORDINATED INDIVIDUALLY WITH PRIVATE UTILITY PROVIDERS
3. ALL WATER SERVICES SHALL HAVE A CURB STOP INSTALLED PRIOR TO THE METER PIT PER THE TOWN'S RECONNECT SERVICE DETAIL.
4. SEE LANDSCAPE PLANS FOR PROPER GROUND COVER MATERIAL AND TREE TYPE AND LOCATION. SEE LANDSCAPE PLANS FOR IRRIGATION DESIGN.
5. WATER MAIN DEPTH OF COVER: ALL WATER MAINS SHALL HAVE 5 FEET OF COVER PER THE TOWN OF RIDGWAY STANDARDS (UNO).
6. THE REQUIRED MINIMUM SEPARATION FOR ELECTRICAL AND COMMUNICATION IS 1 FOOT.
7. ALL OTHER UTILITIES BESIDES WATER AND SEWER REQUIRE ENCASEMENT PER TOWN DETAIL.



RIVERFRONT VILLAGE UTILITY SIZING PER BIGHORN CONSULTING ENGINEERS

- BUILDING CM**
- COMMERCIAL + RESIDENTIAL
 - SANITARY SEWER SHALL BE 4" Ø
 - FIRE WATER SHALL BE 4" Ø
 - DOMESTIC WATER SHALL BE 1 1/2" Ø
 - ELECTRICAL SERVICE SHALL BE A 600 AMP THREE PHASE 208 VOLT METERSTACK
- BUILDINGS D1, D2, D3, D4, D5**
- RESIDENTIAL TOWNHOMES (FOLLOWING INFORMATION IS PER UNIT)
 - SANITARY SEWER SHALL BE 4" Ø
 - FIRE WATER SHALL BE 1.5" Ø
 - DOMESTIC WATER SHALL BE 1" Ø
 - ELECTRICAL SERVICE SHALL BE A 125 AMP SINGLE PHASE 240 VOLT METERSTACK
- BUILDING M1 A**
- APARTMENTS AND PARKING GARAGE
 - SANITARY SEWER SHALL BE 4" Ø
 - FIRE WATER SHALL BE 2 1/2" Ø
 - DOMESTIC WATER SHALL BE 1 1/2" Ø
 - ELECTRICAL SERVICE SHALL BE A 400 AMP THREE PHASE 208 VOLT METERSTACK

- BUILDING M1 B**
- APARTMENTS AND PARKING GARAGE
 - SANITARY SEWER SHALL BE 4" Ø
 - FIRE WATER SHALL BE 2 1/2" Ø
 - DOMESTIC WATER SHALL BE 1 1/2" Ø
 - ELECTRICAL SERVICE SHALL BE A 400 AMP THREE PHASE 208 VOLT METERSTACK
- BUILDING M2**
- CONDOS WITH PRIVATE GARAGES ON THE FIRST FLOOR.
 - SANITARY SEWER SHALL BE 6" Ø
 - FIRE WATER SHALL BE 4" Ø
 - DOMESTIC WATER SHALL BE 2" Ø
 - ELECTRICAL SERVICE SHALL BE A 600 AMP THREE PHASE 208 VOLT METERSTACK
- BUILDING M3**
- CONDOS WITH PRIVATE GARAGES ON THE FIRST FLOOR.
 - SANITARY SEWER SHALL BE 6" Ø
 - FIRE WATER SHALL BE 4" Ø
 - DOMESTIC WATER SHALL BE 2" Ø
 - ELECTRICAL SERVICE SHALL BE A 600 AMP THREE PHASE 208 VOLT METERSTACK

NOTE:
ESTIMATIONS BASED ON INFORMATION AVAILABLE PRIOR TO 12/31/2020 AND UPDATED ON 08/16/2021.

REVISIONS #	DATE	DESCRIPTION

**RIVERFRONT VILLAGE
UTILITY PLAN
RIDGWAY, COLORADO**



**PLAN NO.
UTL-1**

Sheet 5 of 23
Project: RIVERFRONT VILLAGE
Date: 9/24/2021
Drawn By: CSS
Checked By: JAG

**FOR REVIEW ONLY
NOT FOR
CONSTRUCTION**

RIVERFRONT VILLAGE WATER AND SEWER CALCULATION

MAY 21, 2021 (updated)

Water Usage:

Estimated water usage per day: 16,200 gals/day

Estimated sewage per day: 16,200 gals/day

Residential:

Occupancy based on HUD, 2 person per bedroom. 88 bedrooms total

176 occupants x 75 gals/day = 13,200

Commercial:

Commercial Occupancy base on IBC 2018 Mercantile load factor 60/ person/
heated retail 3,281sf = 54 occupants.

Retail: 54 occupants x 25 gals/day = 1,350

Total:

13,200 + 1,350 = 14,550 gal/ day

Water Use Rates:

2019 ASHRE and CDPHE 5 CCR 1003-9

Estimated Water use rate: 43 dwelling units or equivalent

COMMERCIAL CM

Commercial Units (EQR "equivalency factor")

Retail 3,200 sf (0.30 / retail space) 3 spaces x 0.30 = 0.9 units

RESIDENTIAL

CM Mixed Use, 2-story = 4 units

M1 Multifamily, 2-story = 6 units

M2 Multifamily North, 3-story = 8 units

M3 Multifamily South, 3-story = 10 units

D 1-5 Townhomes = 10 units

Total Water Use Rates = 42.1 or 43

Fixture Units (Supply and Drainage):

CM- BUILDING

Mixed Use Commercial, 1st Floor

13 Total Fixture Units Supply

(1) Restroom @ 7.0 Fixture Units Total (Public Water Closet (Tank) 5, Public Sink 2)

(1) Custodial Closet @ 6.0 Fixture Units Total (Service Sink 3, Mop Sink 3)

9 Total Fixture Units Drainage

(1) Restrooms @ 5 Fixture Units Total (Public Water Closet 4, Lavatory 1)

(1) Custodial Closet @ 4 Fixture Units Total (Service Sink 2, Mop Sink 2)

Mixed Use Residential, 2nd Floor

58.4 Total Fixture Units Supply

(4) 2 Bed 2 Bath Units (12.1 Fixture Units Supply Each)

(Clothes Washer 1.4, "5 Piece" Bath Group 4.3, "4 Piece" Bath Group 3.6, Kitchen 2.8 (Kitchen Sink 1.4, Dishwasher 1.4))

Exterior (10.0 Fixture Units Supply)

(4) Hose Bib 2.5

68 Total Fixture Units Drainage

(4) 2 Bed 2 Bath Units (17 Fixture Units Supply Each)

(Clothes Washer 2, "5 Piece" Bath Group 6, "4 Piece" Bath Group 5, Kitchen 4 (Kitchen Sink 2, Dishwasher 2))

Mixed Use Residential, 2nd Floor

58.4 Total Fixture Units Supply

(4) 2 Bed 2 Bath Units (12.1 Fixture Units Supply Each)

(Clothes Washer 1.4, "5 Piece" Bath Group 4.3, "4 Piece" Bath Group 3.6, Kitchen 2.8 (Kitchen Sink 1.4, Dishwasher 1.4))

Exterior (10.0 Fixture Units Supply)

(4) Hose Bib 2.5

68 Total Fixture Units Drainage

(4) 2 Bed 2 Bath Units (17 Fixture Units Supply Each)

(Clothes Washer 2, "5 Piece" Bath Group 6, "4 Piece" Bath Group 5, Kitchen 4 (Kitchen Sink 2, Dishwasher 2))

M1- BUILDINGS

Multifamily, 2-building, 2-story

75.1 Total Fixture Units Supply

- (2) 3 Bed 2 Bath Units (11.4 Fixture Units Supply Each)
(Clothes Washer 1.4, (2) "4 Piece" Bath Group 3.6, Kitchen 2.8
(Kitchen Sink 1.4, Dishwasher 1.4))
- (2) 2 Bed 2 Bath Units (12.1 Fixture Units Supply Each)
(Clothes Washer 1.4, "5 Piece" Bath Group 4.3, "4 Piece" Bath
Group 3.6, Kitchen 2.8 (Kitchen Sink 1.4, Dishwasher 1.4))
- (2) 1 Bed 1 Bath Units (7.8 Fixture Units Supply Each)
(Clothes Washer 1.4, "4 Piece" Bath Group 3.6, Kitchen 2.8 (Kitchen
Sink 1.4, Dishwasher 1.4))
- Garage/Exterior (12.5 Fixture Units Supply)
(5) Hose Bib 2.5

96 Total Fixture Units Drainage

- (2) 3 Bed 2 Bath Units (20 Fixture Units Supply Each)
(Clothes Washer 2, (2) "4 Piece" Bath Group 5, Half Bath Group 4,
Kitchen 4 (Kitchen Sink 2, Dishwasher 2))
- (2) 2 Bed 2 Bath Units (17 Fixture Units Supply Each)
(Clothes Washer 2, "5 Piece" Bath Group 6, "4 Piece" Bath Group 5,
Kitchen 4 (Kitchen Sink 2, Dishwasher 2))
- (2) 1 Bed 1 Bath Units (11 Fixture Units Supply Each)
(Clothes Washer 2, "4 Piece" Bath Group 5, Kitchen 4 (Kitchen Sink
2, Dishwasher 2))

M2- BUILDING

3-story multifamily

106.8 Total Fixture Units Supply

- (2) 3 Bed 2 Bath Units (12.1 Fixture Units Supply Each)
(Clothes Washer 1.4, "5 Piece" Bath Group 4.3, "4 Piece" Bath
Group 3.6, Kitchen 2.8 (Kitchen Sink 1.4, Dishwasher 1.4))
- (6) 2 Bed 2 Bath Units (12.1 Fixture Units Supply Each)
(Clothes Washer 1.4, "5 Piece" Bath Group 4.3, "4 Piece" Bath
Group 3.6, Kitchen 2.8 (Kitchen Sink 1.4, Dishwasher 1.4))
- Exterior (10.0 Fixture Units Supply)
(4) Hose Bib 2.5

136 Total Fixture Units Drainage

- (2) 3 Bed 2 Bath Units (17 Fixture Units Supply Each)
(Clothes Washer 2, "5 Piece" Bath Group 6, "4 Piece" Bath Group 5,
Kitchen 4 (Kitchen Sink 2, Dishwasher 2))
- (6) 2 Bed 2 Bath Units (17 Fixture Units Supply Each)
(Clothes Washer 2, "5 Piece" Bath Group 6, "4 Piece" Bath Group 5,
Kitchen 4 (Kitchen Sink 2, Dishwasher 2))

M3- BUILDING

3-story multifamily

122.4 Total Fixture Units Supply

- (2) 3 Bed 2 Bath Units (12.1 Fixture Units Supply Each)
(Clothes Washer 1.4, "5 Piece" Bath Group 4.3, "4 Piece" Bath Group 3.6, Kitchen 2.8 (Kitchen Sink 1.4, Dishwasher 1.4))
- (6) 2 Bed 2 Bath Units (12.1 Fixture Units Supply Each)
(Clothes Washer 1.4, "5 Piece" Bath Group 4.3, "4 Piece" Bath Group 3.6, Kitchen 2.8 (Kitchen Sink 1.4, Dishwasher 1.4))
- (2) 1 Bed 1 Bath Units (7.8 Fixture Units Supply Each)
(Clothes Washer 1.4, "4 Piece" Bath Group 3.6, Kitchen 2.8 (Kitchen Sink 1.4, Dishwasher 1.4))
- Exterior (10.0 Fixture Units Supply)
(4) Hose Bib

158 Total Fixture Units Drainage

- (2) 3 Bed 2 Bath Units (17 Fixture Units Supply Each)
(Clothes Washer 2, "5 Piece" Bath Group 6, "4 Piece" Bath Group 5, Kitchen 4 (Kitchen Sink 2, Dishwasher 2))
- (6) 2 Bed 2 Bath Units (17 Fixture Units Supply Each)
(Clothes Washer 2, "5 Piece" Bath Group 6, "4 Piece" Bath Group 5, Kitchen 4 (Kitchen Sink 2, Dishwasher 2))
- (2) 1 Bed 1 Bath Units (11 Fixture Units Supply Each)
(Clothes Washer 2, "4 Piece" Bath Group 5, Kitchen 4 (Kitchen Sink 2, Dishwasher 2))

D1-5- BUILDINGS

Duplexes

200 Total Fixture Units Supply

- (10) 3 Bed 2.5 Bath Units (20 Fixture Units Supply Each)
(Clothes Washer 1.4, "5 Piece" Bath Group 4.3, "4 Piece" Bath Group 3.6, Half Bath Group 2.9, Kitchen 2.8 (Kitchen Sink 1.4, Dishwasher 1.4), Hose Bib Garage, Hose Bib exterior)

210 Total Fixture Units Drainage

- (10) 3 Bed 2.5 Bath Units (21 Fixture Units Supply Each)
(Clothes Washer 2, "5 Piece" Bath Group 6, "4 Piece" Bath Group 5, Half Bath Group 4, Kitchen 4 (Kitchen Sink 2, Dishwasher 2))



Riverfront Village Utility sizing estimations.

08/16/2021

Building CM

- Commercial + Residential
- Sanitary Sewer shall be 4" Ø
- Fire Water shall be 4" Ø
- Domestic Water shall be 1 ½" Ø
- Electrical service shall be a 600 Amp three phase 208 volt meterstack

Building D

- Residential townhomes (following information is per unit)
- Sanitary Sewer shall be 4" Ø
- Combined fire water and domestic shall be 1 ½" Ø
- Electrical service shall be a 125 Amp single phase 240 volt main panel

Building M1 A

- Apartments and Parking Garage
- Sanitary Sewer shall be 4" Ø
- Fire Water shall be 2 ½" Ø
- Domestic Water shall be 1 ½" Ø
- Electrical service shall be a 400 Amp three phase 208 volt meterstack

Building M1 B

- Apartments and Parking Garage
- Sanitary Sewer shall be 4" Ø
- Fire Water shall be 2 ½" Ø
- Domestic Water shall be 1 ½" Ø
- Electrical service shall be a 400 Amp three phase 208 volt meterstack

Building M2

- Condos with private garages on the first floor.
- Sanitary Sewer shall be 6" Ø
- Fire Water shall be 4" Ø
- Domestic Water shall be 2" Ø
- Electrical service shall be a 600 Amp three phase 208 volt meterstack

Building M3

- Condos with private garages on the first floor.
- Sanitary Sewer shall be 6" Ø
- Fire Water shall be 4" Ø
- Domestic Water shall be 2" Ø
- Electrical service shall be a 600 Amp three phase 208 volt meterstack

*Estimations based on information available prior to 12/31/2020 and updated on 08/16/2021.



**RIVERFRONT VILLAGE : ROOF GUTTER DOWNSPOUT DIAGRAM
PREPARED FOR CIVIL AND DRAINAGE PLANS 5/2021**

SCALE: 1:80

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), made effective as of _____, 2021 (“**Effective Date**”), is made by and between Alpine Homes-Ridgway, LLC, a Colorado limited liability company (“**Property Owner**”) and the Town of Ridgway, a home rule municipality and political subdivision of the State of Colorado (“**Town**”). Property Owner and Town are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”. The Parties hereby agree as follows:

DEFINITIONS

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

“**Association**” shall mean The Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation, which is the homeowners association formed in connection with the Project.

“**Commercial Units**” shall mean the commercial units that may be developed on the Subject Property as provided for in the Town Approvals.

“**Improvements**” shall mean the buildings that accommodate the Residential Units and the Commercial Units as well as the infrastructure serving the Project located on the Subject Property.

“**Multiple Family Dwelling Units**” as defined under Section 7-3-2 of the Municipal Code, that may be constructed on the Subject Property,, and said building could also include Commercial Units.

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

“**Preliminary Plat**” shall mean and refer to that certain Preliminary Plat of the Subject Property associated with the preliminary approval of the Project, proposing the subdivision of the Subject Property into the Proposed Los, which has been approved by the Town. A copy of the Preliminary Plat is attached hereto as **Exhibit “C”**. Full size copies are on file with the Town. The Preliminary Plat shall meet the requirements of Section 7-4-5(B) of the RMC.

“**Project**” shall mean and refer to the platting and development of the Subject Property for the Proposed Lot that is being used and developed as a certain mixed use residential and commercial improvements, uses and activities, which project is commonly referred to as Riverfront Village, as the same are reflected and described in the Town Approvals, including the Preliminary Plat.

“**Proposed Lot**” shall collectively mean and refer to Lot 1R, as reflected on the Preliminary Plat.

“**Residential Units**” shall collectively mean the “Multiple Family Dwelling Units” and the “Townhouse Dwelling” ,that may be developed on the Subject Property as provided for in the Town Approvals. Any Multiple Family Dwelling or Townhouse Dwelling shall meet the definitions of Section 7-3-2 of the RMC, and shall be developed accordingly.

“**Subject Property**” shall mean and refer to the property as described on **Exhibit A**:

“**Townhome Residential Units**” shall mean those Residential Units that may be constructed on the Subject Property, which meet the definition of “Townhouse” pursuant to Section 7-3-2 of the RMC.

RECITALS

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

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

B. Property Owner submitted its application seeking approval of a “Planned Unit Development,” pursuant to Section 7-3-16 of the RMC, inclusive of requests for conditional uses, waivers and variations (as noted in Section 5 below) for the Subject Property and Project (“**Application**”) authorizing the platting, use and development of the Proposed Lot in connection with the Project.

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

D. The Application was reviewed by the Town of Ridgway Planning Commission (“**Planning Commission**”) at duly noticed meeting held on _____, 2021 and, after considering the evidence and testimony presented in support of the application, recommended that the Application be conditionally approved.

E. The Application was reviewed by the Town of Ridgway Town Council (“**Town Council**”) at the duly noticed meeting held on _____ and, after considering the evidence and testimony presented in support of the application, conditionally approved the Application.

F. Property Owner submitted the materials and information required by the conditions of the Town Council approval to the Town. The Parties agree that _____, which is the effective date of the Town Council action on the Application, shall establish the “**Preliminary Plat Approval Date**” hereunder. Property Owner shall comply with all additional conditions on or before _____ days after the Preliminary Plat Approval Date.

G. In recognition of the Property Owner providing certain land, and the creation of certain units of Deed Restricted Housing for the Subject Property, and the Town granting the Property Owner certain variances in the RMC, the Parties wish to state and establish certain additional terms, conditions and other provisions which govern the use and development of the Subject Property, the Project and the resulting Proposed Lot as provided for herein.

AGREEMENTS

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

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

2. **Development of the Project.**

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

Building	Approved Dwelling or Commercial Units In Building
Building CM	Commercial Units: multiple units Multiple Family Dwelling: Up to Four Townhouse Dwelling: None
Building M1	Commercial Units: None Multiple Family Dwelling: Six Townhouse Dwelling: None
Building M2	Commercial Units: None Multiple Family Dwelling: Eight Townhouse Dwelling: None
Building M3	Commercial Units: None Multiple Family Dwelling: Ten Townhome Dwelling: None
Building D-1	Commercial Units: None Multiple Family Dwelling: None Townhouse Dwelling: Two
Building D-2	Commercial Units: None Multiple Family Dwelling: None Townhouse Dwelling: Two
Building D-3	Commercial Units: None Multiple Family Dwelling: None Townhouse Dwelling: Two
Building D-4	Commercial Units: None Multiple Family Dwelling: None Town House Dwelling: Two

Building D-5	Commercial Units: None Multiple Family Dwelling: None Town House Dwelling: Two
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2.2. **Infrastructure Improvements.** Property Owner is required to undertake and complete certain “**Infrastructure Improvements**” to serve the Project, as described in the attached “**Schedule of Infrastructure Improvements,**” appended as **Exhibit “B”**. The Infrastructure Improvements consist of certain “**Off-Site Infrastructure Improvements**” and certain “**On-Site Infrastructure Improvements**”, as noted on the Schedule of Infrastructure Improvements. In connection with the initiation and completion of the Infrastructure Improvements, the Town and Property Owner each recognize and agree as follows:

A. The nature and extent of the Infrastructure Improvements, as listed in the Schedule of Infrastructure Improvements, are required to serve the Project, these further offset demands to public infrastructure created by the Project. The Property Owner is required to construct/install the Infrastructure Improvements, at its cost and expenses, as provided for in this Agreement. The Infrastructure Improvements will be constructed/installed in accordance with certain “**Plans and Specifications**” on file with the Town and as approved by the Town with the Preliminary Plat.

B. The Property Owner shall construct/install the Off-Site Infrastructure Improvements and the On-Site Infrastructure Improvements, prior to the recordation of the Final Plat for the Project.

2.3. **Final Platting Requirements.** The Town and the Property Owner recognize and agree that the Ridgway Municipal Code provides that a final plat for the Project is to be submitted with the Planning Commission for review within two years of the Preliminary Plat Approval Date, see RMC 7-4-5(C)(c). All Off-Site Infrastructure and all On Site improvements required by RMC 7-6-4(B)(1) must be completed to each building pad by the time of recordation of the final plat, provided, however, it is further recognized that in the event the Property Owner is required to submit a Subdivision Improvements Agreement at final plat identifying any Improvements that have not been completed at the time of the recordation of the final plat. In the event a Subdivision Improvement Agreement is required, the Property Owner shall provide adequate security to ensure completion of the work not yet completed in a timeframe as further detailed in the Subdivision Improvement Agreement consistent with the requirements of RMC 7-4. The foregoing notwithstanding, in connection with its approval of the Project Phasing Schedule, the Town and Property Owner each recognize and agree as follows:

A. Following the completion of the installation of the Off-Site and On Site Infrastructure Improvements for the Project and upon the compliance with the Ridgway Municipal Code requirements for Final Plat, Property Owner shall be entitled to record the Final Platting of the Project, which platting will occur in one phase

B. Following the final platting and subject to complying with applicable provisions in the Ridgway Municipal Code relating to building, the Property Owner shall be able to proceed with the construction of the Building Construction Phase.

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

3. **Provision of Deed Restricted Housing.**

3.1. Property Owner has agreed to provide certain deed restricted housing in connection with the development of the Project in accordance with the terms and conditions of this Section 4. In furtherance of this requirement, Property Owner hereby restricts the ownership, use and occupancy of the following: (a) a one bedroom unit in Building M3 (to be denoted as Unit 102); (b) a one bedroom unit in Building M3 (to be denoted as Unit 201); (c) a two bedroom unit in Building CM (to be denoted as Unit 202) and (d) a two bedroom unit in Building CM (to be denoted as Unit 203) (“**Deed Restricted Units**”) to the terms, conditions, restrictions and requirements provided for in this Section 4, which shall run in perpetuity and not expire and shall survive any foreclosure of the Deed Restricted Units, unless the restrictions are otherwise released or modified with the written consent of the Town. Any instrument of conveyance concerning a Deed Restricted Unit shall clearly indicate that the Unit is deed restricted and contain a reference to these restrictions in a form approved by the Town. The Town is granted and conveyed the right to enforce compliance with these restrictions that are applicable to the Deed Restricted Unit. The Deed Restricted Unit shall be owned and occupied by persons who qualify with the terms and conditions of these restrictions.

3.2. On the day of application, the prospective owner(s) of a Deed Restricted Unit shall maintain his/her sole residence and abode in Ouray County, Colorado, or provide written intent of his/her desire and intent to do so within 30 days of purchasing the Deed Restricted Unit. Proof of this intent must be presented to the Town in advance of any transfer of property, including the original property transfer and all subsequent resale and transfer of property. Proof shall include written documentation verifying residency within Ouray County, or residency within 30 days of application.

3.3. At the time of the purchase of a Deed Restricted Unit, including the original property transfer and all subsequent resale and transfer of property, at least one person in the household shall earn the majority of their income in Ouray County or from an employer based in Ouray County. This occupancy limitation and requirement may include at least one person in the household that is retired but previously earned the majority of their income in Ouray County or from an employer based in Ouray County. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation verifying employment within Ouray County.

3.4. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, the household income will be ___% or less of the Area Median Income [to be determined once cost of building each unit per 4.5 below is known – likely will include a different AMI for the different unit types], as the same are determined by the United States Department of Housing and Urban Development, as adjusted annually. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation, such as income tax returns, verifying annual income for the prior year. HUD income limits are derived from the most recent data provide y. HUD regarding Area Median Income Levels (AMI) for Ouray County.

3.5. The foregoing notwithstanding, there shall be an initial maximum sales price on every Deed Restricted Unit, which shall be equal to the cost of acquiring and developing the Deed Restricted Unit, plus not more than a ten (10%) profit; provided, however, that if the initial maximum sale price exceeds the maximum purchase price for an ___% AMI household for Ouray County, the Property Owner agrees to reduce the profit downward from 10% to an amount that achieve the targeted AMI affordable maximum purchase price, except that in no event will the initial maximum sales price be reduced to an amount that requires the Property Owner to achieve less that a 3% profit. Evidence of the developer's cost shall be submitted to the Town Manager, or his/her designee, who shall review the developer's computation of cost and approve, in writing, the proposed initial maximum sales price. The documents establishing the Property Owner's cost must be approved by the Town Manager, or his/her designee, prior to any transfer of property. The guiding principles in determining initial sales price of any

unit is that the Property Owner should be constructing and selling these units without exceeding the prescribed profit. In no event should the requirements of this Section 4 shall be read to require the Property Owner to lose money in connection with the sale of the Deed Restricted Unit by establishing an initial maximum sales price which causes the Property Owner to lose money in the construction and sales of the Deed Restricted Unit. The Town Manager, based on review of the Property Owner's cost, may deviate from the ___% AMI restriction if the cost plus 3% profit exceeds affordability for ___% or less income level.

3.6. The above referenced Deed Restricted Unit shall be, and remain, owner occupied. Long-term and short-term rental of these units is prohibited.

3.7. The Town hereby waives development excise tax RMC 3-4-1, et seq., on these 4 units

3.8. The Town waives all "plan check fees" and building permit fees charged by the Town on these 4 Deed Restricted Units.

3.9. The maximum resale price of these deed-restricted units is limited to an annual price appreciation cap of 3% of the initial gross purchase price. All resale pricing is subject to the review and reasonable approval of the Town of Ridgway Town Manager, or his/her designee, for the sole purpose of ensuring the resale price is in compliance with the requirements of this Section 4.

3.10. If an owner of a Deed Restricted Unit makes any capital improvements requiring a building permit to the property during his/her term of ownership, the cost of those capital improvements as indicated on the building permit shall be added to the gross resale purchase price of the property for the purpose of computing the annual price appreciation cap created herein. Any costs of capital improvements to be added to the gross purchase price of the property, including but not limited to upgrades during construction, shall require the prior, written reasonable approval of the Town.

3.11. The owner of a Deed Restricted Unit may apply to the Town Planning Commission for a waiver from the strict application of any one or more of these provisions. A waiver from the strict application of these provisions may be granted at the discretion of the Planning Commission and may only be granted if the applicant can establish that the following criteria are substantially met: (i) there are practical difficulties or unnecessary hardships caused to the individual unit owner if these provisions are strictly applied. Any such practical difficulty and/or unnecessary hardship must be of such a nature as to create an individually differentiated situation from any and all other owners of units burdened by these regulations; and (ii) the spirit of these provisions will be observed, the public health safety and welfare secured and substantial justice done by granting the waiver. The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met. No waiver under this provision shall be granted with less than four (4) concurring votes of the Planning Commission. Hearing procedures are defined in Ridgway Municipal Code 7-3.

3.12. The seller of the Deed Restricted Unit is responsible for ensuring compliance with these restrictions and agrees to consult with the Town of Ridgway Town Manager, or his/her designee, regarding any qualified buyer(s) and the maximum resale price under the provisions of this Section 4.

3.13. All warranty deeds for the transfer and conveyance of a Deed Restricted Unit will clearly indicate that they are deed restricted and reference this Agreement and applicable note included in the Final Plat, as amended from time to time.

3.14. Property Owner agrees that at least two of the Deed Restricted Units will be

constructed within the first phase of the project. Construction of these two units must be complete before any certificates of occupancy for any of the free market units in the Project can be issued. The remaining two units must be completed within the second phase of the Project.

4. **Waivers and Variances Granted for the Project.** The following variances and conditional uses are provided for with this Site-Specific Development Plan, pursuant to the uses under the GC Commercial District, RMC 7-3-11:

- A. Conditional use for Townhouse Dwellings in General Commercial (GC) zoning district.
- B. Conditional use for buildings over 10,000 sf in General Commercial (GC) District. (M2 and M3).
- C. Conditional use for buildings in height up to 35' in the General Commercial (GC) District.
- D. Conditional use for building within the 25' to 75' setback in the UROD District, pursuant to RMC 7-3-14(E)(1).

5. **Vested Rights.**

5.1. **Intent.** Development of the Property in accordance with the terms and conditions of this Agreement will provide for orderly and well planned growth, promote economic development and stability within the Town, ensure reasonable certainty, stability and fairness in the land use planning process, secure the reasonable investment-backed expectations of the Property Owner, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes of the Vested Property Rights Statute, C.R.S. §24-68-101, et. seq. and Chapter 7, Article 5 of the Ridgway Municipal Code. In exchange for these benefits and the other benefits to the Town contemplated by the Agreement, together with the public benefits served by the orderly and well-planned development of the Subject Property and Project, the Property Owner desires to receive the assurance that development of the Subject Property and Project may proceed pursuant to the terms and conditions of the Agreement.

5.2. **Site Specific Development Plan.** This Development Agreement along with the Preliminary Plat, Development Plans and the Town Approvals constitutes a Site-Specific Development Plan pursuant to Section 7-5-1 of the Municipal Code.

5.3. **Vested Real Property Right.** Accordingly, this final approval has created for Property Owner's benefit a "vested real property right" as defined by C.R.S. § 24-68-101 et seq.

5.4. **Duration.** For purposes of this Agreement, the above-referenced vested real property right shall remain vested for four years from the Preliminary Plat Approval Date pursuant to RMC 7-5.

5.5. **Publication.** A notation of such vested real property right has been made on the Preliminary Plat and a notice has been published in a newspaper of general circulation within Ouray County on _____, 2021 (following the Town Council action on this Development Agreement) and again on _____, 2021 (following the Effective Date).

5.6. **Reliance.** The Property Owner has relied upon the creation of such vested real property right in entering into this Agreement.

5.7. **Future Legislation.** During the four year period in which the vested real property right shall remain vested, the Town shall not impose by legislation or otherwise any zoning or land use requirement or obligations upon Property Owner or their successors or assigns which would alter, impair or diminish the development or uses of the Subject Property and Project as set forth in this Agreement, except:

- i. With the consent of the Property Owner; or
- ii. Upon the discovery of natural or man-made hazards on or in the immediate vicinity of the Subject Property and Project, which could not reasonably have been discovered at the time of vested rights approval, and which, if not corrected, would pose a serious threat to the public health, safety and welfare; or
- iii. To the extent that compensation is paid, as provided in Title 24, Article 68, CRS; or
- iv. Any change in state or federal law which the Town is required to adhere to.

The establishment of such vested real property right shall not preclude the application of ordinances or regulations which are general in nature and applicable to all property subject to land use regulation by the Town, including, but not limited to, fee assessments and building, fire, plumbing, electrical, mechanical, water and sewer codes and ordinances. Further, these vested rights are subject to any changes in state or federal law which may prompt the Town to amend the RMC.

6. **Intentionally Left Blank**

7. **Other Agreements.**

7.1. As part of the final platting, Property Owner, for no consideration, agrees to grant a non-exclusive, perpetual easement to the Town at the location indicated on the Preliminary Plat to accommodate the Town's installation and operation of signage reflecting an entry to the Town of Ridgway. The Town is responsible for designing, installing, operating, maintaining and repairing the signage without cost or expense to Property Owner.

7.2. As part of the final platting, Property Owner, for the consideration agreed upon herein, agrees to grant a non-exclusive, perpetual easement to the Town at the location indicated on the Preliminary Plat to accommodate the placement of a non-motorized hiker/biker trail ("**Ridgway Village West Pedestrian Path**") to assist in the creation of a connection with the Ridgway Village West development and other adjacent development east of State Highway #550 that will connect with the Public Recreation Trail (being developed by the Property Owner as part of the Project) located along the westerly edge of the Subject Property. The Property Owner is not responsible for designing, installing, operating, maintaining and repairing the Ridgway Village West Pedestrian Path nor is the Property Owner responsible for incurring any cost or expense with respect to the Ridgway Village West Pedestrian Path.

7.3. In connection with the development of the Project, the Town agrees that it shall authorize the Property Owner to install certain stormwater/drainage facilities on the Town property west of the Project at the locations indicated on the Preliminary Plat. The stormwater/drainage facilities will be owned by the Town. The Property Owner is responsible for designing and installing the stormwater/drainage facilities and the Association is responsible for operating, maintaining and repairing the stormwater/drainage facilities.

7.4. The Town shall contribute up to \$25,000.00 towards infrastructure to the Project,

which infrastructure will benefit the Town with the future development of its municipal utilities.

7.5. **Design and Installation of New Offsite Sewer Service Line.**

7.5.1. Property Owner agrees to design a certain Sewerline serving development in East Ridgway (“**New Offsite Sewer Service Line**”). The New Offsite Sewer Service Line shall be designed as a gravity feed system. Property Owner is not required to design or install any lift station or similar mechanical device as part of the New Offsite Sewer Service Line. The Property Owner’s project engineer will design the New Offsite Sewer Service Line, which would be extended to a certain coordinate where the northerly extent of the line on Lot 1R will terminate and be available to a line extension that would thereupon connect to development east of Hwy #550 (“**New Offsite Sewer Service Line Termination Point**”). The Town has provided the coordinates of this particular location based upon how the connection to the New Offsite Sewer Service Line will need to serve development on the east side of Hwy #550. The coordinates are in form and content requested by the Property Owner’s project engineer and shall include, without limitation, the designation of the longitude, latitude and depth for which the New Offsite Sewer Service Line Termination Point. The project engineer is not responsible for and shall not perform any inspecting, studying, calculating or designing any aspects of the existing or future sewer systems serving any development occurring offsite (not on Lot 1R), including development occurring on easterly side of Hwy #550. The project engineer will rely upon the accuracy of the information provided by the Town in designing the New Offsite Sewer Service Line and siting the New Offsite Sewer Service Line Termination Point and is not obligated to perform any further inspections, studies, calculations or designs of the sewer line systems and locations occurring on easterly side of Hwy #550 to verify the accuracy of the Town’s information. The project engineer will submit its completed design plans for the New Offsite Sewer Service Line and the siting the New Offsite Sewer Service Line Termination Point to the Town for its final review and approval. During the course of its review, the Town shall notify the project engineer if its design plans would not properly align with and be available to connect any with any offsite sewer line extensions proposed by the Town to connect to the New Offsite Sewer Service Line and the New Offsite Sewer Service Line Termination Point. The Town agrees that it shall not hold the Property Owner or project engineer liable for any design defects attributable to the information provided by the Town. The Town shall indemnify the Property Owner and project engineer for any claims, demands, actions, damages and similar costs and expenses, arising from design defects attributable to information provided by the Town.

7.5.2. The Property Owner shall install the New Offsite Sewer Service Line and the siting the New Offsite Sewer Service Line Termination Point in accordance with the plans prepared by the project engineer and approved by the Town. The work will be commenced and completed in an orderly manner as part of the logical buildout of the Riverfront Village Planned Unit Development project.

7.5.3. The Property Owner will undertake and complete the work at its cost and expense, but for the installation of this improvement the Property Owner may use the offsets as provided by the Town pursuant to Section 7.4 of this Agreement.

7.5.4. To the extent possible, the location of the New Offsite Sewer Service Line and the New Offsite Sewer Service Line Termination Point shall occur within the existing utility easements overs Lots 1, 2 and 3 of the Triangle Subdivision. The Property Owner is not obligated to grant new/modified easements on Lot 1 to accommodate the New Offsite Sewer Service Line and the New Offsite Sewer Service Line Termination Point. Notwithstanding the foregoing, the parties shall work with each other to the extent it is necessary to expand the existing utility easements for the installation of the New Offsite Sewer Service Line To the termination Point.

7.6. **The New Water Facilities.** The Property Owner agrees to install an extension of the waterline being installed on Lot 1R, which would be extended to certain location on Lot 1R, that could then be extended to connect to development occurring on the easterly side of Hwy #550 (“**Waterline Connection Point**”). The siting of the Waterline Connection Point must be at a location that does not impede development on Lot 1R. The Owner will install the water line extension to the Waterline Connection Point. The Town or party seeking to extend water service will be responsible for installing the waterline under Hwy #550. The design and siting of the Waterline Connection Point shall be undertaken in connection with plans prepared by the project engineer and approved by the Town, with the Town determining the sufficiency and adequacy of the plans to provide the intended water service for all offsite development using the waterline.

7.7. **Town Consultant Fees.** Strictly for the Town’s review of the New Offsite Sewer Service Line and the Waterline Connection Point, the Town is solely responsible for paying any and all fees, costs and expenses charged by its engineer, surveying, and other Town consultants or staff in connection in any/all ways with respect to the Town’s review/evaluation of plans, preparation of materials, supervisions/inspection of work and other activities relating to the design and installation of the New Offsite Sewer Service Line any related water line extensions (“**Town Consultant Fees**”). This Section 7.7 is based on the understanding that the Property Owner shall not tie into or access the New Offsite Sewer Service Line and/or Waterline Connection Point. Absent mandatory reviews of the Project under the RMC related to the Town’s review of the New Offsite Sewer Service Line and the Waterline Connection Point, the Property Owner is not responsible for paying or otherwise reimbursing the Town for any of the Town Consultant Fees and that no portion of the Town Cost Contribution shall be used by the Town to pay for the Town Consultant Fees.

7.8. **Waiver of Permit Fees, Tap Fees or Taxes.** Strictly for the costs related to the New Offsite Sewer Service Line and the Waterline Connection Point, Town shall be responsible for paying any and all permit and permit review fees, taxes, inspection fees and other similar Town impositions for the Town’s design, review or other work in any way triggered by the design and installation of the New Offsite Sewer Service Line and the Waterline Connection Point and any related water line extensions (“**Town Impositions**”). The Property Owner is not responsible for paying or otherwise reimbursing the Town for any of the Town Impositions and that no portion of the Town Cost Contribution shall be used by the Town to pay for the Town Impositions.

7.9. **Cooperation of the Town Staff and Engineer.** The Parties shall continue to cooperate and discuss these matters in good faith, and promptly provide information requested by either party in a timely and efficient manner.

8. **Miscellaneous.**

8.1. This Agreement shall extend and inure to the benefit of, and be binding upon the Town and its successors and assigns and, except as otherwise provided herein, upon the Property Owner and its successors, legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the Town and the Property Owner; or (b) otherwise amended in accordance with the amendment procedures contained in the Municipal Code, as it presently exists or as it may hereafter be amended, or terminated; or (c) Agreement terminates pursuant to the terms identified herein and/or in RMC 7-5-4.

8.2. This Agreement shall be recorded in the records of the Clerk and Recorder of Ouray County, Colorado. This Agreement runs with the land and is binding on and inures to the benefit of the representatives, transferees, successors and assigns of the Parties.

8.3. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement

or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.4. This Agreement, along with the Preliminary Plat, Development Plans and this Development Agreement along with the Town Approvals constitute the entire integrated understandings of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

8.5. There are no third-party beneficiaries expressly or impliedly intended by this Agreement. No person or entity that is not a Party to this Agreement will have any rights, claims or actions under this Agreement.

8.6. A Party shall “default” under this Agreement if it breaches any of its obligations hereunder and, after receiving written notice of the breach from the other Party (the “**Notifying Party**”), fails to cure the breach within (i) 10 days after delivery of the notice if the breach is failure to pay money owed to the Notifying Party, or (ii) 45 days after delivery of the notice with respect to any other breach (or, if the breach by its nature cannot be cured within 30 days, the Defaulting Party (as defined below) must commence the cure within 30 days after delivery of the notice and thereafter diligently pursue the cure to completion). In the event of default by a Party (“**Defaulting Party**”), the Notifying Party may (1) initiate an action to compel compliance by the Defaulting Party with this Agreement, and/or (2) take the necessary action itself to cause the obligation(s) in default to be performed, in which case the Notifying Party may recover from the Defaulting Party all damages and expenses incurred to perform such obligation(s). The substantially prevailing Party shall collect its reasonable costs, expenses and fees, including reasonable expert fees and attorney’s fees. A Party may pursue any and all remedies available under Colorado Law, including damages, injunctive relief and/or specific performance. The remedies shall be cumulative in nature and a Party may pursue some or all of its remedies. Personal jurisdiction and venue for any civil action commenced by any Party to this Agreement whether arising out of or relating to this Agreement will be deemed to be proper only if such action is commenced in District Court for Ouray County. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

8.7. This Agreement may be executed in multiple counterparts or by legible scanned/mailed or facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The scanned/mailed or facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed “hard copy” of the Agreement shall not be necessary, but may be executed by the Parties.

8.8. Any notice to be given hereunder shall be in writing, addressed to the appropriate Party, and shall be delivered in person; by overnight delivery or courier service; or by the United States Postal Service (or any official successor thereto), certified mail, return receipt requested, with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third business day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be as stated in the records of the Ouray County Assessor.

8.9. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

8.10. No Party shall be held liable for a failure to perform hereunder due to wars, strikes, acts of God, natural disasters, or other similar occurrences outside the reasonable control of that Party.

8.11. By signing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each of the Parties have been duly authorized so to do.

8.12. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

8.13. The Town of Ridgway Infrastructure Standards and Typical Drawings, and thereafter, customary historic architectural, standards and norms shall be relied upon if and when necessary for purposes of interpreting, applying and enforcing the Agreement.

8.14. The Property Owner and its successors and assigns shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages and attorneys' fees that may arise out of or result directly or indirectly from the Property Owner's actions or omissions in connection with the Property Owner's performance under this Agreement.

8.15. In entering into this Agreement, the Parties acknowledge and agree that they will perform their duties and obligations in good faith and that this commitment is being relied upon by each other Party. The Parties hereto warrant that each Party is a duly qualified and existing entity, capable of doing business in the state of Colorado and that the person(s) executing this Agreement are duly authorized to execute this Agreement and each Party has taken all actions necessary to obtain such authorization and that the terms and conditions of this Agreement constitute an enforceable agreement against such Party.

AGREED TO AND MADE EFFECTIVE BY THE PARTIES AS OF THE EFFECTIVE DATE.

PROPERTY OWNER:

Alpine Homes-Ridgway, LLC,
a Colorado limited liability company

By: _____
Joel A. Cantor, Manager

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2021, by Joel A. Cantor, as the Manager of Alpine Homes-Ridgway, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

TOWN:

Town of Ridgway, Colorado,
a municipal corporation

By: _____

Date: _____

Printed Name: _____

Title: _____

ATTEST:

Town Clerk

APPROVED AS TO FORM:

Bo Nerlin, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, Town Manager, Town of Ridgway, Colorado.

Witness my hand and official seal.

Notary Public

My commission expires: _____.

Exhibit A
(Legal Description)

LOT 1R, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. 150643; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. 158652, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. 158254, TOWN OF RIDGWAY

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. 196855, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET;
THENCE NORTH 15°16'17" EAST, 169.01 FEET;
THENCE NORTH 12°11'40" EAST, 255.36 FEET;
THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET;
THENCE NORTH 22°06'19" WEST, 60.00 FEET;
THENCE NORTH 25°22'43" WEST, 68.43 FEET;
THENCE NORTH 30°05'32" WEST, 159.64 FEET;
THENCE NORTH 38°54'53" WEST, 43.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1;
THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING,

Exhibit B
(Schedule of Infrastructure Improvements)

Off-Site infrastructure improvements:

1. Extension of Sewer and water mains from SH 62
2. Any required shallow utilities, if any
3. CDOT Access Improvements on Hwy. 550 to comply with CDOT's approved Access Permit.
4. Project Access Drive
Construction of CDOT approved access driveway from Hwy. 550 onto Lot-1.

On-site infrastructure improvements:

1. Installation of all underground utilities and service mains
2. Construction of all internal access roads, parking lots, access tracts, sidewalks, curb & gutter throughout subdivision.
3. Construction of storm water drainage system.
4. Construction of river trail.
5. Installation of irrigation well, storage tanks, and irrigation distribution system.
6. Installation of landscaping.

Installation of Sewer Extension to US Hwy 550 ROW

Exhibit C
(Preliminary Plat)

Exhibit D
(Development Plans)

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.sos.state.co.us.

DRAFT

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Nonprofit Corporation
filed pursuant to § 7-122-101 and § 7-122-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the nonprofit corporation is The Riverfront Village Owners Association, Inc.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the nonprofit corporation's initial principal office is

Street address

14502 N. Dale Mabry Hwy, Ste 200

(Street number and name)

C/O: Holly Steffens

Tampa

(City)

FL

(State)

33618

(ZIP/Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the nonprofit corporation's initial registered agent are

Name

(if an individual)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

(Last)

(First)

(Middle)

(Suffix)

The Law Offices of Thomas G. Kennedy, P.C.

Street address

307 East Colorado Avenue

(Street number and name)

Suite 203

Telluride

(City)

CO

(State)

81435-3081

(ZIP Code)

Mailing address
(leave blank if same as street address)

P.O. Box 3081
(Street number and name or Post Office Box information)

Telluride CO 81435-3081
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual)

(Last) (First) (Middle) (Suffix)

OR

(if an entity)

The Law Offices of Thomas G. Kennedy, P.C.

(Caution: Do not provide both an individual and an entity name.)

Mailing address

P.O. Box 3081
(Street number and name or Post Office Box information)

Telluride CO 81435-3081
(City) (State) (ZIP/Postal Code)
United States
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. *(If the following statement applies, adopt the statement by marking the box.)*

The nonprofit corporation will have voting members.

6. Provisions regarding the distribution of assets on dissolution:

SEE ATTACHED "ADDENDUM TO ARTICLES"

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
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(Last)	(First)	(Middle)	(Suffix)
P.O. Box 3081			
(Street number and name or Post Office Box information)			

Telluride	CO	81435-3081	
(City)	(State)	(ZIP/Postal Code)	
(Province - if applicable)	United States		
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Disclaimer:

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DRAFT

**ADDENDUM TO
ARTICLES OF INCORPORATION OF
RIVERFRONT VILLAGE SUBDIVISION OWNERS ASSOCIATION, INC.,
A COLORADO NONPROFIT CORPORATION**

Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions for Riverfront Village Condominiums and any supplement or amendment thereto ("**Declaration**"). All of the lands that become subject to said Declaration from time to time are hereinafter referred to as the "**Community**." In the event of a conflict between the terms, conditions and provisions of this Addendum and the Articles of Incorporation, this Addendum shall control.

ARTICLE ONE
Purposes

The business, objectives and purposes for which the corporation is formed are as follows:

1. To be and constitute the "**Association**", to which reference is made in the Declaration establishing a plan for Riverfront Village PUD, located in the Town of Ridgway, Ouray County, Colorado ("**Community**"), said Declaration to be recorded in the office of the County Clerk and Recorder of Ouray County, Colorado.
2. To perform all obligations and duties of the Association and to exercise all rights and powers of the Association, as specified in the Declaration.
3. To provide an entity for the furtherance of the interest of the Owners of separate condominium units ("**Units**") within the Community.

ARTICLE TWO
Powers

In furtherance of its purposes, but not otherwise, the corporation shall have the following powers:

1. All of the powers conferred upon non-profit corporations by the common law and the statutes of the State of Colorado in effect from time to time.
2. All of the powers necessary or desirable to perform the obligations and duties and exercise the rights and powers of the Association under the Declaration, including, without limitation, the following powers:
 - a. To make and collect general, limited and/or special assessments against Members for the purpose of defraying the costs, expenses and any losses of the Association, or of exercising its powers or of performing its functions.
 - b. To manage, control, operate, maintain, repair and improve Community common elements, as defined in the Act and the Declaration.
 - c. To enforce covenants, restrictions or conditions affecting any Community property, to the extent the Association may be authorized under any such covenants, restrictions or conditions, and to make and enforce rules and regulations for use of the Community.
 - d. To engage in activities which will actively foster, promote and advance the

common ownership interests of Owners of the Units.

e. To buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, withdraw, grant or obtain easements, licenses, permits and the like, hold, use, operate and otherwise deal with and in, real, personal and mixed property of all kinds, and any right or interest therein, for any purpose of the Association.

f. To borrow money for any purpose of the Association, limited in amount or in other respects as may be provided in the Bylaws of the Association (the "**Bylaws**").

g. To enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association or any Members, with or in association with any person, firm, association, corporation or other entity or agency, public or private.

h. To act as agent, trustee, or other representative of other corporations, firms, individuals, and as such to advance the business or ownership interests of such corporations, firms or individuals, including, without limitation, any Members.

i. To adopt, alter, and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, that such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

j. The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provisions of this Article.

ARTICLE THREE

Memberships

1. The corporation shall be a membership corporation without certificates or shares of stock. Subject to the limitations set forth in the Declaration. There shall be one class of membership.

2. There shall be one "**Membership**" in the Association for each Unit within the Community. The Person or Persons who constitute the Owner of a Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the "**Member**" of the Association with respect to that Unit, and the Membership appurtenant to that Unit shall automatically pass with fee simple title to the Unit. Declarant shall hold a Membership in the Association for each Unit owned by Declarant. Membership in the Association shall not be assignable separate and apart from fee simple title to a Unit, and may not otherwise be separated from ownership of a Unit.

3. All Members shall be entitled to vote on all matters, with each vote allocated in the manner set forth in the Declaration. Cumulative voting is prohibited. No person or entity other than an Owner of a Unit may be a Member of the corporation.

4. A membership in the corporation and the share of a Member in the assets of the corporation shall not be assigned, encumbered or transferred in any manner except as an appurtenance to transfer of title to the Unit to which the membership pertains; provided, however, the rights of membership may be assigned to the holder of the mortgage, deed of trust or other security instrument on a Unit as further security for a loan secured by a lien on such Unit.

5. A transfer of membership shall occur automatically upon the transfer of title to the Unit to which the membership pertains; provided, however, the Bylaws may contain reasonable provisions and requirements with respect to recording such transfers on the books and records of the corporation.

6. The corporation may suspend the voting rights of a Member for failure to comply with rules and regulations or the Bylaws or with any other obligations of the Owners of a Unit under the Declaration or any agreement created thereunder.

7. The corporation, through its Bylaws, may establish requirements concerning the manner and method by which voting rights and other rights attributable to a Unit that is owned by a firm, corporation, partnership, limited liability company, association or other legal entity or any combination thereof may be exercised.

8. The Bylaws may contain provisions, not inconsistent with the foregoing, setting forth the rights, privileges, duties and responsibilities of the Members.

ARTICLE FOUR **Board**

1. The business and affairs of the corporation shall be conducted, managed and controlled by a Board (the "**Board**"), the members of which are designated as "**Directors**".

2. The Board shall initially consist of three (3) Directors, but may consist of as many as five (5) Directors. The method of voting on actions by the Board shall occur in the manner provided for by the Bylaws.

3. The method of election and the term of office of Directors of the Board shall be determined by the Bylaws. A member of the Board need not have an ownership interest in a Unit. A member of the Board need not be a Member of the Community.

4. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the Bylaws in the manner provided for by the Bylaws.

ARTICLE FIVE **Inurement and Dissolution**

1. No part of the income or net earnings of the Association shall inure to the benefit of, or be distributable to, any Member, Director, or officer of the Association or to any other private individual, except that: (i) reasonable compensation may be paid for services rendered to or for the Association affecting one or more of its purposes; (ii) reimbursement may be made for any expenses incurred for the Association by any officer, Director, Member, agent or employee, or any other person or corporation, pursuant to and upon authorization of the Board; and (iii) rebates of excess membership dues, fees, or Assessments may be paid.

2. In the event of dissolution of the Association, the property and assets thereof remaining after providing for all obligations shall then be distributed pursuant to the Colorado Revised Nonprofit Corporation Act at Article 134, and if the Community is terminated then pursuant to the Colorado Common Interest Ownership Act at Section 38-33.3-218.

ARTICLE SIX **Elimination of Certain Liabilities of Directors**

There shall be no personal liability, either direct or indirect, of any Director of the Association to the Association or to its Members for monetary damages for any breach or breaches of fiduciary duty as a Director; except that this provision shall not eliminate the liability of a Director to the Association or its Members for monetary damages for any breach, act, omission, or transaction as to which the Colorado Revised Nonprofit Corporation Act or the Colorado Common Interest Ownership Act prohibits expressly the elimination of liability. This provision is in the Association's original Articles of incorporation and thus is effective on the date of the Association's incorporation. This provision shall not limit the rights of Directors of the Association for indemnification or other assistance from the Association in accordance with applicable law. This provision shall not restrict or otherwise diminish the provisions of Colorado Revised Statutes, Section 13-21-115.7 (concerning no liability of directors except for wanton and willful acts or omissions), any amendment or successor provision to such Section, or any other law limiting or eliminating liabilities, such as Colorado Revised Statutes, Section 38-33.3-303(2) (fiduciary duties of officers and directors if appointed by Declarant; if not so appointed, then no liability except for wanton and willful acts or omissions). Any repeal or modification of the foregoing provisions of this Article by the Members of the Association or any repeal or modification of the provision of the Colorado Revised Nonprofit Corporation Act which permits the elimination of liability of directors by this Article shall not affect adversely any elimination of liability, right or protection of a Director of the Association with respect to any breach, act, omission, or transaction of such Director occurring prior to the time of such repeal or modification.

ARTICLE SEVEN
Dissolution

In the event of the dissolution of the corporation, either voluntarily by the members hereof, by operation of law, or otherwise, then the assets of the corporation shall be deemed to be owned by the members in proportion to each Member's Ownership of the Common Elements of the Community.

**BYLAWS OF THE
RIVERFRONT VILLAGE SUBDIVISION OWNERS ASSOCIATION, INC.,
A COLORADO NONPROFIT CORPORATION**

**ARTICLE 1
INTRODUCTION AND PURPOSE**

Effective Date: _____

These Bylaws (“**Bylaws**”) of the Riverfront Village Subdivision Owners Association, Inc., a Colorado nonprofit corporation (“**Association**”) have been duly adopted by the Association through its Board (“**Board**”) as that term is defined in the Declaration (defined below) and are hereby deemed to be made effective as of the Effective Date. Each Owner is deemed to be a “**Member**” of the Association.

Section 1.1 – Introduction. These are the Bylaws of the Riverfront Village Subdivision Owners Association, Inc., a Colorado nonprofit corporation, which Association shall operate under the Colorado nonprofit Corporation Act (“**Corporation Act**”), as amended, and the Colorado Common Interest Ownership Act, as amended (“**Act**”).

Section 1.2 - Purposes. The purposes for which the Association was formed are to preserve and enhance the value of the properties of Owners and to govern the Common Elements and affairs of Riverfront Village Condominiums located in the Town of Ridgway, Ouray County, Colorado (“**Community**”). The Community was created pursuant to certain “**Governing Documents**”, including, without limitation, the Declaration for the Riverfront Village Condominiums (“**Declaration**”), the Condominium Map for Riverfront Village Condominiums as defined and referenced in the Declaration (“**Map**”), the Articles of Incorporation for the Association, and any Rules and Regulations, Governance Policies and Guidelines, as the same have been or may be amended and supplemented from time to time. Terms which are defined in the Declaration shall have the same meaning herein, unless defined otherwise in these Bylaws.

Section 1.3 - Persons Subject to Bylaws. All present or future Owners, tenants, guests, agents, contractors or any person that use or occupy, in any matter, any Unit or Common Elements within the Community, are subject to the terms and provisions of these Bylaws, and the other Governing Documents of the Community. The mere acquisition, rental or use of a Unit will signify that the Governing Documents of the Community are acceptable, ratified and will be complied with.

**ARTICLE 2
BOARD**

Section 2.1 - Number and Qualification.

(a) The affairs of the Community and the Association shall be governed by a Board which shall consist of three (3) persons. A Board member shall serve in the manner provided for in the Declaration. A member of the Board must be an Owner, except for Board members appointed by the Declarant. If any Unit is owned by a partnership or corporation, any officer, partner or employee of that Owner shall be eligible to serve as a Board member and shall be deemed to be an Owner for the purposes of these Bylaws. At any meeting at which Board members are to be elected, the Owners may, by resolution, adopt specific procedures for conducting the elections, which are not inconsistent with these Bylaws or the Corporation Act.

(b) The Board shall elect the officers. The Board members and officers shall take office upon election.

Section 2.2 - Powers and Duties. The Board may act in all instances on behalf of the Association, except as provided in the Governing Documents, these Bylaws or the Act. The Board shall have, subject to the limitations contained in the Governing Documents and the Act, the powers and duties necessary for the administration of the affairs of the Association and the Community, including the following powers and duties:

- (a) Adopt amendments to these Bylaws;
- (b) Adopt and amend the Rules and Regulations and the Governance Policies and Guidelines;
- (c) Adopt and amend budgets for revenues, expenditures and reserves;
- (d) Collect assessments for Common Expenses, Limited Common Expenses and Special Assessments from Owners. The Board shall determine the frequency for collecting assessments;
- (e) Hire and discharge management companies or managers of either the Association and/or on behalf of individual Owners;
- (f) Hire and discharge employees, independent contractors and agents other than managing agents of either the Association;
- (g) By resolution, establish committees of Board members, permanent and standing, to perform any of the above functions under specifically delegated administrative standards as designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Owners and the Board. However, actions taken by a committee may be appealed to the Board by any Owner within 15 days after publication of notice of that action, and the committee's action must be ratified, modified or rejected by the Board at its next regular meeting;
- (h) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violations of the Governing Documents or Bylaws in the Association's name, on behalf of the Association on matters affecting the Community;
- (i) Make contracts and incur liabilities on behalf of the Association, provided that in the event that the Association intends to enter into a contract or otherwise incur liability for goods or services that in the aggregate is anticipated to require the expenditure of \$20,000 or more, the Board shall first prepare and submit a request for proposals, review all bids responding to the request for proposals and award the contract to the bid that the Board, in the exercise of its good faith and commercially reasonable judgment, determines to be the superior bid with consideration given to the price/cost of the services or goods, timeframe for performance, skills and reputation of contractor and such other factors deemed relevant to the Board;
- (j) Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- (k) Cause additional improvements to be made as a part of the Common Elements;
- (l) Acquire, hold, encumber and convey, in the Association's name, any right, title or interest to real estate or personal property; provided that Common Elements may be conveyed or subjected to a security interest only pursuant to Section 312 of the Act;
- (m) Grant or obtain easements, licenses or permits for any period of time, including

permanent easements, and grant leases, licenses and concessions for no more than one year, through or over the Common Elements and/or adjacent property;

(n) Impose and receive a payment, fee or charge for services provided to Owners and for the use, rental or operation of the Common Elements, other than Limited Common Elements;

(o) Impose a reasonable charge for late payment of assessments and, after notice and hearing, levy reasonable fines for violation of the Governing Documents or these Bylaws;

(p) Impose a reasonable charge for the preparation and recording of amendments to the Governing Documents or statements of unpaid assessments;

(q) Provide for the indemnification of the Association's officers, Board members, committee members;

(r) Obtain and maintain officer and director liability insurance for the Association's officers, Board members, committee members;

(s) Exercise any other powers conferred by the Declaration, the Map or these Bylaws;

(t) Exercise any other power that may be exercised in the state by a legal entity of the same type as the Association; and

(u) Exercise any other power necessary and proper for the governance and operation of the Association.

Section 2.3 - Association Manager. The Board may employ a management company or Manager for the Community, at a compensation established by the Board, to perform duties and services authorized by the Board. Licenses, concessions and contracts may be executed by the Manager pursuant to specific resolutions of the Board and to fulfill the requirements of the budget. Regardless of any delegation to a management company or Manager, the Members of the Board shall not be relieved of responsibilities under the Governing Documents, these Bylaws or Colorado law.

Section 2.4 - Removal of Board Member by Owners. Except as provided for in the Declaration with respect to the rights of Declarant during the Declarant Control Period, the Owners, following the expiration of the Declarant Control Period, may, by a vote of at least two-thirds of the votes at any meeting of the Owners at which a quorum is present, may remove a Board member with or without cause and shall thereupon appoint a replacement Board member.

Section 2.5 - Vacancies. Vacancies in the Board, caused by any reason other than the removal of a Board member by a vote of the Owners, may be filled at a special meeting of the Board held for that purpose at any time after the occurrence of the vacancy, even though the Board members present at that meeting may constitute less than a quorum. These appointments shall be made by a majority of the remaining elected Board members constituting the Board. Each person so elected or appointed shall be a Board member for the remainder of the term of the Board member so replaced.

Section 2.6 - Regular Meetings. The first regular meeting of the Board shall occur within 30 days after the annual meeting of the Owners at which the Board shall have been elected. The Board shall establish the time and place of the Board meeting. No notice shall be necessary to the newly elected Board members in order to legally constitute such meeting, provided a majority of the Board members are present. The Board may set a schedule of additional regular meetings by resolution, and no further notice is necessary to constitute regular meetings. With the exception of matters that may be discussed in

executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Board or any committee thereof shall be open to attendance by all Owners of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board shall be made reasonably available for examination by all Owners of the Association or their representatives. The Board may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for management of the affairs of the Association.

Section 2.7 - Special Meetings. Special meetings of the Board may be called by the President or by a majority of the Board members on at least three business days' notice to each Board member. The notice shall be hand-delivered, mailed or e-mailed and shall state the time, place and purpose of the meeting.

Section 2.8 - Location of Meetings. All meetings of the Board shall be held within Colorado, unless all Board members consent in writing to another location.

Section 2.9 - Waiver of Notice. Any Board member may waive notice of any meeting in writing, including notice given by email. Attendance by a Board member at any meeting of the Board shall constitute a waiver of notice. If all the Board members are present at any meeting, no notice shall be required, and any business may be transacted at such meeting.

Section 2.10 - Quorum of Board Members. At all meetings of the Board, the presence of both of the Board members shall constitute a quorum for the transaction of business. At a meeting at which a quorum is present, the votes of a majority of the Board members present at a meeting at which a quorum is present shall constitute a decision of the Board. If, at any meeting, there shall be less than a quorum present, a majority of those present may adjourn the meeting. At any adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 2.11 - Telephone Communication in Lieu of Attendance. A Board member may attend and fully participate in a meeting of the Board by using an electronic or telephonic communication method whereby the Board member may be reasonably heard by the other members and may hear the deliberations of the other members on any matter properly brought before the Board. The Board member's vote shall be counted and the presence noted as if that Board member were present in person on that particular matter. The Board member shall be counted as being present for purposes of establishing a quorum.

Section 2.12 - Proxies. At any Board meeting, a Board member will be absent from the meeting who has otherwise been provided with information on an item coming before the Board and has become familiar with the subject matter, may provide the Board with a directed proxy directing the Board how to record the Board members' vote on a particular matter and, thereupon, the Board shall so record the vote. A Board member shall not grant a general proxy to any person and any such general proxy shall be rejected by the Board. A Board member may not revoke a proxy given pursuant to this provision except by actual notice of revocation to the person presiding over a meeting of the Board. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate one month after its date, unless a different termination date is otherwise set forth on its face. Proxies shall be filed with the Secretary of the Association at or before the appointed time of each meeting. Proxies shall conform to C.R.S. Section 7-127-203.

Section 2.13 - Consent to Corporate Action. If all the Board members, separately or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Board members constitutes a quorum, that action shall be a valid corporate action as though it had been

authorized at a meeting of the Board. The Secretary shall file these consents with the minutes of the meetings of the Board.

Section 2.14 – Disputes Among Board Members. If the two Board members cannot mutually agree upon a course of action, the Board Members shall refer the matter to Dirk DePagter or such other person mutually agreeable to the Board Members to vote on the matter and resolve the tie vote.

ARTICLE 3 OWNERS AND MEMBERSHIP

Section 3.1 - Ownership. Ownership of a Unit is required in order to qualify for membership in the Association. Ownership is more fully addressed in the Articles of Incorporation and the Declaration.

Section 3.2 - Annual Meeting. Annual meetings of Owners shall be held during each of the Association's fiscal year at such date and time as determined by the Board and set forth in the notice. At these meetings, the Board members shall be elected by ballot of the Owners, in accordance with the provisions of these Bylaws, the Declaration and the Articles of Incorporation. The Owners may transact other business as may properly come before them at these meetings. Failure to hold an annual meeting shall not work a forfeiture or dissolution of the Association. Each Owner may participate in the annual meeting by telephone.

Section 3.3 - Budget Meeting. Meetings of the Owners to consider proposed budgets shall be called in accordance with the Act. The budget may be considered at annual or special meetings called for other purposes as well.

Section 3.4 - Special Meetings. Special meetings of the Association may be called by the President, by a majority of the Board or by Owners comprising 35% of the votes in the Association. Each Owner may participate in any special meeting by telephone.

Section 3.5 - Place of Meetings. Meetings of the Owners shall be held anywhere (i) in the Community, (ii) the Town of Ridgway, or (iii) the County of Ouray, Colorado, and may be adjourned to a suitable place convenient to the Owners, as may be designated by the Board or the President.

Section 3.6 - Notice of Meetings. The Secretary or other officer specified in the Bylaws shall cause notice of meetings of the Owners to be hand-delivered, sent prepaid by United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Owner or by e-mail to those Owners that are able to receive e-mail and that specify they wish to receive notices by e-mail, not less than 10 days in advance of a meeting. No action shall be adopted at a meeting except as stated in the notice.

Section 3.7 - Waiver of Notice. Any Owner may, at any time, waive notice of any meeting of the Owners in writing (e-mailed accepted), and the waiver shall be deemed equivalent to the receipt of notice.

Section 3.8 - Adjournment of Meeting. At any meeting of Owners, a majority of the Owners who are present at that meeting, either in person or by proxy, may adjourn the meeting to another time.

Section 3.9 - Order of Business. The order of business at all meetings of the Owners shall be as follows:

- (a) Roll call (or check-in procedure);
- (b) Proof of notice of meeting;
- (c) Reading of minutes of preceding meeting;
- (d) Reports;

- (e) Board Nominations;
- (f) Election of Board members on the Board;
- (g) Ratification of budget;
- (h) Unfinished business; and
- (i) New business.

Section 3.10 - Voting.

(a) Each Unit in the Community shall have the voting rights as established in the Declaration.

(b) If title to a Unit is held by an entity, including, without limitation, a firm, corporation, partnership, trust, limited liability company, association or other legal entity or any combination thereof (hereinafter “entity”), that entity must appoint a “delegate” to represent such Included Property. Any such delegate must, at the time of the appointment and continuing throughout the period of representation of the entity, own at least a 5% equity interest in the entity. To appoint a delegate, the entity’s governing body or officer must notify the Board of the appointment in writing prior to the commencement of the meeting for which the delegate is attending and participating. The Association may require proof of such equity ownership from time to time to evidence the qualification of the delegate to represent such a Unit and in the absence of such demonstration to the reasonable satisfaction of the Association, the Association may reject the right of the delegate to act on behalf of the entity until such time as satisfactory information is provided and accepted by the Association. A duly empowered delegate may participate in meetings and vote on matters requiring the vote of the Association Owners. A delegate may be a candidate for the Board and, if elected, serve as a Board member. The foregoing shall not preclude a delegate to act on behalf of an entity if duly appointed by a properly executed proxy given by the entity in conformance with these Bylaws. The moderator of the meeting may require reasonable evidence that a person voting on behalf of an entity is qualified to vote. A delegate may serve on the Board or as an officer for the Association.

Section 3.11 - Quorum. Except as otherwise provided in these Bylaws, a quorum is deemed present throughout any meeting of the Owners of the Association if the Owners of at least 35% of the owners of the Residential Units in the Community and at least 25% of the owners of Commercial Units in the Community are present at the meeting in person, by telephone or by proxy.

Section 3.12 - Majority Vote. Provided a quorum of allocated votes is present in person or by proxy, the affirmative vote of a majority of the total allocated votes so present in person or by telephone shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles, or these Bylaws.

Section 3.13 - Proxies. At any meeting of the Owners, the vote allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner or by the Owner’s duly authorized attorney-in-fact, designating a particular person present at the meeting to vote on behalf of the Owner. An Owner may provide the Association with a directed proxy indicating how the Owner directs the Association to record the Owners vote on a particular matter. If a Unit is owned by more than one person, each owner of the Unit may vote or register protest to the casting of a vote by the other owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this provision except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face. Proxies shall be filed with the Secretary of the Association at or before the appointed time of each meeting. Proxies shall conform to C.R.S. Section 7-127-203. All proxies shall be reviewed by the Association’s Secretary or designee as to the following: (a) Validity of the signature; (b) Signatory’s authority to sign for the Owner; (c) Authority of the Owner to

vote; (d) Conflicting proxies; and (e) Expiration of the proxy.

Section 3.14 - Action by Written Ballot. A vote on any action that may be taken at an annual, regular or special meeting of Owners may be taken without a meeting of the Owners, provided that the Association shall deliver a written ballot to every Owner entitled to vote on the matter by e-mail or mail, which sets forth each proposed action and provides an opportunity to vote for or against each proposed action by responding to the Association. All solicitations for votes by written ballot shall be mailed or e-mailed and shall indicate the number of responses needed to meet quorum requirements, state the percentage of approvals necessary to approve each matter, specify the time by which the response ballot must be received by the Association in order to be counted, specify the approved methods of submitting ballots, and be accompanied by written information regarding the matter to be voted upon. Ballots must be received by the Association no later than 21 calendar days from the date of the ballot, unless a different time is specified by the Board and reflected in the ballot. The Association and the Owners must send their ballots in accordance with Article 8 of these Bylaws (Notices). If so provided for in the written ballot, an action shall be deemed to be approved should an Owner fail to timely respond or otherwise act upon each matter identified for a vote in the written ballot. Approval by written ballot shall be valid when the number of votes cast by the ballot equals or exceeds the quorum required at a meeting authorizing the action and the number of approvals equals or exceeds the number required to approve the matter at a meeting. After the time to respond to the ballot has expired, the Association will tally the results and notify the Owners of the results within 15 days, unless a different time is specified by the Board.

Section 3.15 - Election of Board Members. Cumulative voting for Board members shall not be permitted.

Section 3.16 - Chairman of Meetings. At any meeting of the Owners, the Owners present shall select a Chairman and a Secretary of the meeting.

Section 3.17 - Owner Addresses for Notices. An Owner shall provide written notice to the Association if they wish to receive notices by United States mail only; otherwise, any notices given by the Association may be sent at the option of the Association by either (1) United States Mail (postage prepaid), or (2) e-mail. Notices include, but are not limited to, any notice required to be given by law, or otherwise given by the Association under these Bylaws or any other governing document of the Association to any Owner, or any other written instrument to be given to any Owner. Notices may be mailed or e-mailed to such Owner mailing address or e-mail address of the Unit as shown upon the Association's records. The Owner is responsible for updating the Association records if their contact information changes. If more than one Owner owns a particular Unit, then any notice or other written instrument may be addressed to all of such Owners and may be mailed or e-mailed in one mailing or e-mail message in accordance with the foregoing. Any notice or other written instrument given by the Board in accordance with the foregoing will be deemed to have been given on the date that it is mailed or e-mailed.

Section 3.18 - Rules at Meeting. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Owners. In the absence of such rules, Robert's Rules of Order shall be used.

ARTICLE 4 OFFICERS

Section 4.1 - Designation. The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board. The Board may appoint an assistant Treasurer, an assistant Secretary and other officers as it finds necessary. The President, but no other officers, needs to be a Board member. Any two offices may be held by the same person, except the offices of President and Secretary. An officer need not be an Owner of the Association.

Section 4.2 - Election of Officers. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board. They shall hold office at the pleasure of the Board.

Section 4.3 - Removal of Officers. Upon the affirmative vote of a majority of the Board members, any officer may be removed, either with or without cause. A successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for that purpose.

Section 4.4 - President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Owners and the Board. The President shall have all of the general powers and duties which are incident to the office of President of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to, the power to appoint committees from among the Owners from time to time as the President may decide is appropriate to assist in the conduct of the affairs of the Association. The President may fulfill the role of Treasurer in the absence of the Treasurer. The President may cause to be prepared and may execute amendments, attested by the Secretary, to the Declaration and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.5 – Vice President. The Vice President may exercise and perform the actions, powers, duties and functions of the President should the President be unavailable to undertake such the actions, powers, duties and functions.

Section 4.6 - Secretary. The Secretary shall keep the minutes of all meetings of the Owners and the Board. The Secretary shall have charge of the Association's books and papers as the Board may direct and shall perform all the duties incident to the office of Secretary of a nonprofit corporation organized under the laws of the State of Colorado. The Secretary may cause to be prepared and may attest to execution by the President of amendments to the Declaration and the Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

Section 4.7 - Treasurer. The Treasurer shall be responsible for Association funds and securities, for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. This officer shall be responsible for the deposit of all monies and other valuable effects in depositories designated by the Board and shall perform all the duties incident to the office of Treasurer of a nonprofit corporation organized under the laws of the State of Colorado. The Treasurer may endorse on behalf of the Association, for collection only, checks, notes and other obligations and shall deposit the same and all monies in the name of and to the credit of the Association in banks designated by the Board. Reserve funds of the Association shall be deposited in segregated accounts or in prudent investments, as the Board decides. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, authorized by the Treasurer, and executed by two Board members, one of whom may be the Treasurer if the Treasurer is also a Board member.

Section 4.8 - Agreements, Contracts, Deeds, Checks, etc. Except as provided in these Bylaws, all agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any officer of the Association or by any other person or persons designated by the Board.

Section 4.9 - Statements of Unpaid Assessments. The Treasurer, assistant treasurer, a manager employed by the Association, if any, or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute statements of unpaid assessments, in accordance with Section 316 of the Act. The Association may charge a reasonable fee for preparing statements of unpaid assessments. The amount of this fee and the time of payment shall be established by resolution of the Board. Any unpaid fees may be assessed as a Common Expense against the Unit for which the certificate or statement is furnished.

ARTICLE 5 ENFORCEMENT

Section 5.1 - Abatement and Enjoinment of Violations by Owners. The Board shall have the right to enforce the Declaration, any Rules, and any Governance Policies adopted by the Board and remedy violations thereof in the manner prescribed in the Declaration, any Rules, and any Governance Policies, including the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Section 5.2 - Fines for Violation. By resolution, following notice and hearing, the Board may levy reasonable fines per day for each day that a violation of the Governing Documents or Rules persists after Notice and Hearing and more specifically defined in the Declaration, but this amount shall not exceed that amount necessary to insure compliance with the rule or order of the Board.

ARTICLE 6 INDEMNIFICATION

The Board members and officers of the Association shall have the liabilities, and be entitled to indemnification, as provided in the Corporation Act, the provisions of which are incorporated by reference and made a part of this document.

ARTICLE 7 RECORDS

Section 7.1 - Records and Audits. The Association shall maintain financial records consistent with the Governance Policies of the Association. The cost of any audit shall be a Common Expense unless otherwise provided in the Governing Documents.

Section 7.2 - Examination. All records maintained by the Association or the Manager shall be available for examination and copying by any Owner, any Eligible First Mortgagee, or by any of their duly authorized agents or attorneys, at the expense of the person examining the records, during normal business hours and after reasonable notice.

ARTICLE 8 MISCELLANEOUS

Section 8.1 - Notices. Any and all notices to the Association or the Board shall be sent to the office of the Manager, or, if there is no Manager, to the office of the Association, or to such other address as the Board may designate by written notice to all Association Owners, which may be a mailing address or e-mail address. Except as otherwise provided, all notices to any Owners shall be sent to the Association Owner's mailing address or e-mail address (as determined by the Association) as it appears in the records of and as provided by the Owner to the Association. All notices shall be deemed to have been given when mailed, except notices of change of address, which shall be deemed to have been given when received. An Owner has an affirmative duty to notify the Association, through its Manager, of their mailing address, phone number, cell number, fax number and email address and any changes to such information as such changes occur from time to time.

Section 8.2 - Fiscal Year. The Board shall establish the fiscal year of the Association, which shall initially be deemed to commence on January 1 and expire on December 31, unless and until changed by the Board.

Section 8.3 - Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 8.4 - Office. The principal office of the Association shall be at such place as the Board may from time to time designate.

Section 8.5 - Working Capital. A working capital fund is established pursuant to the Declaration. Any amounts paid into this fund shall not be considered as advance payment of assessments. Unless waived by Declarant, each Unit's share of the working capital fund may be collected and then contributed to the Association by the Declarant at the time the sale of the Unit is closed or at the termination of the Period of Declarant Control. If the payment of the capital fund contribution is waived by Declarant, Declarant is not obliged to otherwise fund the waived contribution to the working capital fund. Until paid to the Association, the contribution to the working capital shall be considered an unpaid Common Expense Assessment.

Section 8.6 - Reserves. As a part of the adoption of the regular budget the Board shall include an amount which, in its reasonable business judgment, will establish and maintain an adequate reserve fund for the replacement of improvements to the Common Elements and those Limited Common Elements that it is obligated to maintain, based upon age, remaining life and quantity and replacement cost of major Common Element improvements.

ARTICLE 9 AMENDMENTS TO BYLAWS

Section 9.1 - Vote of Board. The Bylaws may be amended by affirmative vote of both Board Members, following notice and opportunity to comment to all Owners, at any meeting duly called for such purpose.

Section 9.2 - Restrictions on Amendments. No amendment of the Bylaws shall be contrary to or inconsistent with any provision of the Declaration.

APPROVAL AND EXECUTION

The foregoing Bylaws are hereby adopted by the Association as of the Effective Date.

Riverfront Village Subdivision Owners Association, Inc.,
a Colorado nonprofit corporation

By: _____

Printed Name: _____

Title: _____

DECLARATION FOR RIVERFRONT VILLAGE CONDOMINIUMS

THIS DECLARATION FOR RIVERFRONT VILLAGE CONDOMINIUMS (“**Declaration**”), is made effective as of _____, 202__ (“**Effective Date**”) and is made, adopted and published by the Alpine Homes-Ridgway, LLC, a Colorado limited liability company (“**Declarant**”).

ARTICLE ONE **IMPOSITION OF COVENANTS**

1.1. General Purposes.

1.1.1. Declarant is the current, fee simple owner of certain improved real estate situated in the Town of Ridgway, Ouray County, Colorado, more particularly described on attached **Exhibit A**, together with the beneficial rights and burdens arising from any agreement, covenants, easements and rights-of-way as well as any appurtenances affecting such land and any improvements constructed on the land now and in the future (together such interests are collectively referred to as the “**Real Estate**”). Title to the Real Estate is subject to those covenants, restrictions, agreements, easements and other documents or instruments of record (together such interests are collectively referred to as the “**Existing Encumbrances**”).

1.1.2. Declarant desires by this Declaration to create a common interest community under the name and style of “**Riverfront Village, a Planned Community**” (“**Community**”) in which portions of said Real Estate will be designated for separate ownership and use and in which the remainder of said Real Estate will be designated for common ownership solely by the owners of the separate ownership portions.

1.1.3. This Declaration is executed and recorded subject to the terms and conditions contained in the Existing Encumbrances.

1.2. Submission of Real Estate.

1.2.1. Declarant hereby submits the Real Estate to condominium ownership under and pursuant to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101, et seq. of the Colorado Revised Statutes, as it may be amended from time to time (“**Act**”), and to this Declaration and the Map for Riverfront Village Condominiums (as defined below).

1.2.2. This is the Declaration that is referred to in the Condominium Map of Riverfront Village Condominiums which will be prepared upon the completion of the improvements in the Community and thereupon executed and recorded in the Official Records (“**Condominium Map**” or “**Map**”). By this reference, the Condominium Map is incorporated in this Declaration.

1.2.3. The Community shall be deemed to be subject to any and all applicable terms and conditions contained in the Act, including amendments to the Act made subsequent to the recordation of this Declaration which are intended to be binding upon existing communities.

1.3. **Covenants Running With the Land.** All provisions of this Declaration shall be deemed to be covenants running with the land, or as equitable servitudes, as the case may be. The benefits, burdens, and other provisions contained in this Declaration shall be binding upon and shall inure to the benefit of all Owners, and their respective heirs, executors, administrators, personal representatives, successors, and assigns. All of the Real Estate shall be held, sold, conveyed, encumbered, leased, rented, occupied, and improved, subject to the provisions of this Declaration.

1.4. **Subject to the Town of Ridgway Codes, Laws and Regulations and Town Development Approvals and Requirements.** In all instances where Declarant has reserved rights to modify the Declaration, Map, Units and Common Elements, the exercise of such reserved rights are made expressly subject to applicable codes and regulations enacted by the Town of Ridgway (“**Town**”), including the Town of Ridgway Municipal Code (“**Town Laws**”) and applicable terms, conditions, requirements and restrictions contained in any site-specific development approvals for the Property granted by the Town, including the Development Agreement (“**Town Approvals**”), which are collectively referred to as the “**Town Development Approvals and Requirements**”). Nothing herein is intended to relieve a Person from complying with applicable provisions of the Town Laws and/or the Town Development Approvals and Requirements, whether or not this requirement is expressly stated herein. The Town Development Approvals and Requirements may only be modified or amended as provided for in the Town Laws. In the event of a conflict between the Condominium Documents (defined below) and the Town Development Approvals and Requirements, the applicable Town Development Approvals and Requirements shall control.

ARTICLE TWO **DEFINITIONS**

Capitalized terms used in this Declaration and not defined elsewhere in this Declaration have the meanings given those terms in Article 2. The following words, when used in this Declaration, shall have the meanings designated below unless the context expressly requires otherwise:

2.1. “**Act**” means the Colorado Common Interest Ownership Act, Article 33.3, Title 38, Colorado Revised Statutes, as amended and supplemented from time to time. In the event the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable to this Declaration.

2.2. “**Employee Housing Unit**” is a type of Residential Unit that has been deed restricted as provided for in the Town Development Agreement. An Employee Housing Unit is subject to all terms, conditions, restrictions and requirements contained in this Declaration and the other Condominium Documents for a Residential Unit and the Town Development Approvals and Requirements for an Employee Housing Unit.

2.3. “**Allocated Interests**” means: (a) the undivided interests attributable to and allocated to each of the Units in the Common Elements, (b) the Common Expense Liability attributable to and allocated to each of the Units; and (c) the voting rights in the Association attributable to and allocated to each of the Units as provided for in the Condominium Documents. The initial Allocated Interests for each of the Units in the Common Elements and Common Expense Liability will be set forth on a certain **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. Allocated Interests in the Common Elements and Common Expense Liability are based upon the square footage of each Unit as compared to the square footage of all Units. Owners shall be entitled to one vote for each Unit owned within the Community, which shall be weighted in accordance with each Unit’s Allocated Interests in the Common Elements and Common Expense Liability. The Allocated Interests for each Unit may change as a result of the Declarant’s (or its assignee’s) exercise of the Reserved Rights to add, remove or subdivide Units as provided for herein.

2.4. “**Articles of Incorporation**” or “**Articles**” means the Articles of the Association, which have been filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.5. “**Assessments**” means the Regular Assessments, including Limited Common Expenses, Special Assessments and Reimbursement Assessments duly assessed pursuant to this Declaration.

2.6. “**Association**” means Riverfront Village Owners Association, Inc., a Colorado nonprofit corporation.

2.7. “**Board**” means the governing body of the Association, as provided for in this Declaration and as further empowered by the Articles of Incorporation and the Bylaws for the Association.

2.8. “**Budget**” means a written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board pursuant to the Declaration.

2.9. “**Building(s)**” means each of the buildings situated on the Real Estate, together with (a) any additions or modifications or replacements that may hereafter be made thereto, and (b) all improvements and fixtures contained therein.

2.10. “**Bylaws**” means any instruments, however denominated, which are adopted by the Association for the regulation and management of the internal affairs of the Association, including any amendments thereto.

2.11. “**Commercial Unit**” means a physical portion of the Community designated to be a Commercial Unit on the Map and/or in this Declaration, which is designated for separate ownership or occupancy. The boundaries of the Commercial Unit are described in or determined by this Declaration and depicted on the Map. The Commercial Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies each Commercial Unit in the Community as will be more specifically set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. The boundaries of the Commercial Unit as depicted and/or otherwise described on the Map shall be conclusively be deemed to be the actual boundaries of the Commercial Unit. Changes to any Commercial Unit boundary, if any, shall be described on any amendment or supplement to a Map as provided for herein.

2.12. “**Common Elements**” means all portions of the Community other than the Units. The Common Elements are owned or otherwise held in common by the Owners in undivided interests according to the Allocated Interests set forth pursuant to Section 2.2 above and consist of General Common Elements and Limited Common Elements.

“**General Common Elements**” means all tangible physical properties of, and other appurtenant interests associated with this Community, except the Limited Common Elements and the Units.

“**Limited Common Elements**” means those interests in the Common Elements which are either limited to or reserved in this Declaration, on the Map, or by authorized action of the Association, for the exclusive use of a Unit(s). If any chute, flue, duct, wire, conduit, bearing wall, bearing column, fixture or other mechanical or structural element lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the General Common Elements.

2.13. “**Common Expenses**” means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, including all expenses incurred by the Association for any reason whatsoever in connection with the Common Elements, or the costs of any

other item or service provided or performed by the Association pursuant to the Condominium Documents or in furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association, including, any fees and charges imposed by the Managing Agent pursuant to any Management Agreement.

2.14. “**Common Expenses Liability**” means the liability for a share of the Common Expenses, including any Limited Common Expenses, attributable to and allocated to each Unit in accordance with the Allocated Interests assigned to the Unit and/or as otherwise provided for in this Declaration.

2.15. “**Community**” means the Community, including each of the Units and all of the Common Elements, together with all Improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

2.16. “**Condominium Documents**” means the basic documents creating and governing the Community, including, but not limited to, this Declaration, the Map, the Articles of Incorporation and Bylaws of the Association, any Rules promulgated by the Association and any other documents, policies and procedures relating to the Community adopted by the Association or the Board pursuant to this Declaration or the Act, as the same may be supplemented or amended from time to time.

2.17. “**Condominium Map**” or “**Map**” means the Condominium Map, which shall also be deemed to be that part of this Declaration that depicts all or any portion of the Community in three dimensions and is recorded in the Official Records.

2.18. “**Declarant**” means Alpine Homes-Ridgway, LLC, a Colorado limited liability company, its successors and assigns. A Person shall be deemed to be a “successor and assign” of Declarant if specifically designated in a duly recorded instrument as a successor or assign of Declarant under this Declaration and shall be deemed a successor and assign of Declarant only as to the particular rights or interests of Declarant under this Declaration which are specifically designated in that written instrument.

2.19. “**Declaration**” means this Declaration for the Community, together with any supplement or amendment to this Declaration and recorded in the Official Records. The term Declaration includes the Map recorded with this Declaration and all amendments to this Declaration and supplements to the Map without specific reference thereto.

2.20. “**Deed of Trust**” means a Mortgage.

2.21. “**Eligible Mortgagee**” means a First Mortgagee which has notified the Association in writing of its name and address and status as a First Mortgagee and has requested that it receive notices provided for herein.

2.22. “**First Mortgagee**” means any Person named as a Mortgagee in any First Mortgage.

2.23. “**General Common Expenses**” means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves, for the general benefit of all of the Units.

2.24. “**Improvement(s)**” means the Buildings, improvements, alterations, additions, repairs to the Buildings, structural or otherwise, any excavation, grading, landscaping or other work which in any way alter the Real Estate or the improvements located thereon, from its natural or improved state existing on the date this Declaration was first recorded.

2.25. “**Lease**” means and refers to any agreement for the leasing, rental, use or occupancy of a Unit within the Community for Short-Term Rentals or Long-Term Rentals.

2.26. “**LCE Parking Space**” means each Parking Space allocated to a Unit as a Limited as further described in Section 11.3.5 below.

2.27. “**LCE Storage Space**” means each Storage Space allocated as a Limited Common Element, as further described in Section 11.3.5 below.

2.28. “**Long Term Rentals**” means the rental of a Unit to any third person for residential purposes for a term of thirty consecutive days or longer.

2.29. “**Management Agreement**” means any contract or arrangement, if any, entered into for purposes of administering the performance of the responsibilities of a Board relative to the operation, maintenance, and management of the Community or particular portions or aspects thereof.

2.30. “**Managing Agent**” means a person, firm, corporation, or other entity, if any, employed or engaged as an independent contractor pursuant to a Management Agreement to perform management services for the Association.

2.31. “**Member**” means each Owner. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

2.32. “**Mortgage**” means any mortgage, deed of trust or other security instrument, given voluntarily by the Owner of a Unit, creating a real property security interest in a Unit and recorded in the Official Records. “**First Mortgage**” means a mortgage which is the first and most senior of the Mortgages on the same Unit. The term “**Mortgage**” does not mean a statutory, tax or judicial lien. The term “**Deed of Trust**” when used herein shall be synonymous with the term “**Mortgage**.”

2.33. “**Mortgagee**” means a mortgagee under a Mortgage or a beneficiary under a Deed of Trust, as the case may be, and the assignees of such Mortgagee.

2.34. “**Notice and Hearing**” means a written notice and hearing before the Board, or a panel appointed by the Board, as set forth in the Bylaws.

2.35. “**Occupant**” means: (a) any Person who is a tenant in a residence on a Unit pursuant to a Lease with the Owner thereof; (b) any Person who is present within the Community as a family member, guest or invitee of an Owner or the Association; (c) any person who is a guest, invitee, servant, tenant, employee, or licensee of Owner who is occupying a Unit and/or is present on the Common Elements for any period of time; or (d) any Person who is occupying a Unit and/or is present on the Common Elements.

2.36. “**Official Records**” means the Office of the Clerk and Recorder of Ouray County, Colorado.

2.37. “**Parking Space(s)**” means a physical portion of the Community identified as a parking space on the Map.

2.38. “**Person**” means an individual, association, partnership, limited liability company, corporation, trust, governmental agency, political subdivision, or any other legally established entity and/or any combination thereof.

2.39. “**Regular Assessment**” means a charge against an Owner and the Owner’s Unit for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses. Regular Assessments are based on a Budget adopted by the Board in accordance with this Declaration and are allocated to the Units in accordance with the Allocated Interests designated to that Unit, except that Common Expenses that in the judgment of the Board benefit fewer than all of the Units may be allocated exclusively to the Units benefited as Limited Common Expenses, as provided for herein.

2.40. “**Reimbursement Assessment**” means a charge determined by the Board in its sole and reasonable discretion, assessed against a particular Owner or Occupants of Owner’s Unit and against the Owner’s Unit for the purpose of: (a) imposing fines and penalties and/or reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of and/or the remedying of any violation of the Condominium Documents by the Owner or by an Occupant any provision of the Condominium Documents; (b) reimbursing the Association for costs and expenses it incurs, including consulting fees, legal fees and similar expenses, incurred by the Association in taking actions for or behalf of a Unit Owner or Unit Owner’s Unit; (c) imposing fines and penalties and/or reimbursing the Association for costs and expenses incurred by the Association in connection with correcting or repairing damage caused to the Community attributable to the misconduct and/or the actions or the inactions of the Owner or Occupant; or (d) for such other purposes set forth in the Condominium Documents providing for the imposition of fines or the collection of costs, expenses and the like, together with late charges and interest and attorney fees and costs, as provided for in the Condominium Documents. Reimbursement Assessments shall also include each of those fees and costs for goods and services requested by and/or otherwise provided to an Owner or Occupant by the Association or the Managing Agent.

2.41. “**Residential Unit**” means a physical portion of the Community designated to be a Residential Unit on the Map and/or in this Declaration, which is designated for separate ownership or occupancy. An Employee Housing Unit is deemed to be a Residential Unit and is subject to all terms, conditions, restrictions and requirements of a Residential Unit. The boundaries of each Residential Unit are described in or determined by this Declaration and depicted on the Map. Each Residential Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies each Residential Unit in the Community as will be more specifically set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. The boundaries of each Residential Unit is depicted and/or otherwise described on any Map shall be conclusively deemed to be the actual boundaries of the Residential Unit. Changes to any Residential Unit boundary, if any, shall be described on any amendment or supplement to a Map as provided for herein. The Residential Units are configured in either a building containing multiple Units (“**Multifamily Residential Units**”) or as adjoining Units in a duplex arrangement (“**Duplex Residential Units**”).

2.42. “**Rules**” means any Rules and Regulations, Policies and Procedures promulgated by the Board for the management, preservation, safety, control, and orderly operation of the Community in order to effectuate the intent and to enforce the obligations set forth in the Condominium Documents, as amended and supplemented from time to time.

2.43. “**Security Interest**” means an interest in Real Estate or personal property created by contract or conveyance which secures payment or performance of an obligation. The terms include a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation. The holder of a Security Interest includes any insurer or guarantor of a Security Interest.

2.44. “**Short Term Rentals**” means the rental of a Unit to any particular guest for overnight accommodation purposes in which consideration is being paid as defined and regulated by the Town of Ridgeway codes and regulations. In no event, shall a short-term rental to a particular guest not extend longer than thirty consecutive days.

2.45. “**Special Assessment**” means a charge against an Owner and the Owner’s Unit for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair, maintenance or replacement of capital improvements to or upon or serving the Community or any part thereof, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses or for funding any operating or reserve deficit of the Association, as authorized by the Board from time to time as provided herein.

2.46. “**Storage Space(s)**” means a physical portion of the Community identified as a storage space on the Map.

2.47. “**Unit**” means a Residential Unit (including an Employee Housing Unit) and a Commercial Unit, which is a physical portion of the Community designated for separate ownership or occupancy and the boundaries of which are depicted, described or otherwise determined by this Declaration and the Map. Each Unit includes an appurtenant undivided interest in the Common Elements corresponding with the Allocated Interest assigned to each Unit as will be set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. Each Unit shall be designated by a separate number, letter, address or other symbol or combination thereof that identifies only one Unit in the Community as will be more specifically set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration and depicted on the Map.

2.48. “**Unit Owner**” or “**Owner**” means any person who owns record title to a Unit or an undivided interest therein. The term includes a contract seller but excludes a contract purchaser, and excludes any Person having a Security Interest in a Unit or an undivided interest therein, unless such Person has acquired record title to such Unit or undivided interest pursuant to a foreclosure or any proceedings in lieu of foreclosure.

ARTICLE THREE **GENERAL PROVISIONS AND RESTRICTIONS**

3.1. Division into Units; Allocated Interests; Maximum Number of Units.

3.1.1. The Real Estate is hereby initially divided into ____ Units consisting of 38 Residential Units, inclusive of 28 Multifamily Residential Units and 10 Duplex Residential Units and ____ Commercial Units. The maximum number of Units that may, but need not, be created in the Community is a total of number of Units that may be constructed under the current and future Town Development Approvals and Requirements.

3.1.2. Each Unit shall consist of a separate fee simple estate in such Unit and the Allocated Interest for the Unit as will be set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. Each Owner shall own his or her appurtenant undivided Allocated Interest in the Common Elements as a tenant-in-common

with the other Owners, and shall have the non-exclusive right to use and enjoy the Common Elements, subject to the provisions of the Condominium Documents.

3.1.3. **Inseparability of a Unit.** Each Unit and its appurtenant undivided interest in the Common Elements shall be inseparable and may be conveyed, leased, encumbered, devised or inherited only as a Unit.

3.2. **Description of Units.** Every contract for sale, deed, lease, security interest and every other legal document or instrument shall legally describe a Unit as follows:

_____, Riverfront Village Condominiums, according to the Condominium Map for Riverfront Village Condominiums thereof recorded on _____, 202__ at Reception No. _____ and the Condominium Declaration for Riverfront Village Condominiums recorded on _____, 202__ at Reception No. _____, all in the Office of the Clerk and Recorder of Ouray County, Colorado.

Such description shall be legally sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Unit and its appurtenant undivided interest in the Common Elements, and to incorporate all of the rights, interests, obligations, restrictions and burdens appurtenant or incident to ownership of a Unit as set forth in this Declaration and on the Condominium Map. Each such description shall be construed to include a non-exclusive easement over the Common Elements for appropriate ingress and egress to and from each Unit, and a non-exclusive right to use and enjoy the Limited Common Elements, and an exclusive or non-exclusive right to use and enjoy any Limited Common Elements designated for the use of that Unit, subject to all applicable provisions of this Declaration.

3.3. **Separate Assessments and Taxation - Notice to Assessor.** The Association, to the extent necessary, shall give written notice to the Assessor of Ouray County, Colorado, of the creation of condominium ownership of this Community, as provided by the Act, so that each Unit, together with its undivided interest in the Common Elements, shall be deemed a separate parcel and subject to separate assessment and taxation.

3.4. **Unit Boundaries.**

3.4.1. **Unit Boundaries.** The boundaries of each Residential Unit and Commercial Unit are as follows: (a) the upper horizontal boundary of each Unit is the unfinished ceiling as shown on the Map, such that the drywall, concrete or other structural material comprising the ceiling is a part of the Common Elements and the finished surface over such drywall, concrete or other structural material is a part of the Unit; (b) the lower horizontal boundary of each Unit is the unfinished floor of the lowest level of the Unit as shown on the Map, such that the concrete or other structural material comprising the floor is a part of the Common Elements and the finished surface over such concrete or other structural material is a part of the Unit; and (c) the vertical boundary of each Unit is the unfinished wall bounding each Unit on all sides as shown on the Map ("Exterior Wall"), such that the drywall, concrete or other structural material comprising such wall is a part of the Common Elements and the finished surface over such drywall, concrete or other structural material is a part of the Unit.

3.4.2. **Relocation of Unit Boundaries.** Except for Declarant and its exercise of the Reserved Rights and subject to the Town Development Approvals and Requirements, no Owner or Owners may relocate the boundaries of any Unit(s) except by amendment to this Declaration in accordance with the applicable requirements hereof. In addition, except for Declarant and its exercise of

Reserved Rights, any relocation of boundaries shall be done in accordance with the procedures set forth in the Act, in particular Sections 212 and 213. All costs incurred in connection with such relocation of boundaries shall be borne by the Owner or Owners of the affected Units, including all costs incurred by the Association in connection therewith.

3.5. **No Partition of Units or Common Elements.** Except for Declarant and its exercise of the Reserved Rights and subject to the Town Development Approvals and Requirements, no Owner may assert any right or bring any action for partition or subdivision with respect to such Owner's Unit or the Common Elements. By becoming an Owner, each Owner waives any and all rights of subdivision or partition that such Owner may have with respect to such Owner's Unit and/or the Common Elements. This Section shall not, however, limit or restrict the right of the Owners of a Unit to bring a partition action pursuant to Section 38-28-101, et seq., of the Colorado Revised Statutes requesting the sale of the Unit and the division of the proceeds among such Owners; provided that no physical division of the Unit or of the Common Elements shall be permitted as a part of such action and no such action shall affect any other Unit. Any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is appurtenant is void.

3.6. **Encumbrances.** Any Owner shall have the right from time-to-time to Mortgage or encumber his interest in a Unit by a Mortgage or Deed of Trust.

3.7. **Mechanic's Liens.** If any Owner shall cause or permit any material to be furnished to such Owner's Unit or any labor or services to be performed therein, neither the Association nor any other Owner of any other Unit shall be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done and such Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor, services or materials to such Owner's Unit. Nothing herein contained shall authorize any Owner or any Person dealing through, with or under any Owner to charge the Common Elements or any Unit other than that of such Owner with any mechanic's or materialmen's lien or other lien or encumbrance whatsoever. Notice is hereby given that the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Unit for work done or materials furnished to any other Owner's Unit is expressly denied. If, because of any act or omission of any Owner, any mechanic's or materialmen's lien or other lien or order for the payment of money shall be filed against any of the Common Elements or against any other Owner's Unit or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall, at such Owner's own cost and expense, cause such lien or order to be canceled or bonded over in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within twenty (20) days after the filing thereof, and further such Owner shall indemnify and save harmless all such parties affected from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.8. **Additions, Alterations or Improvements.**

3.8.1. **Units.** Except for Declarant and its exercise of the Reserved Rights no additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Unit by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board. Without limiting the generality of the foregoing, said restrictions shall apply to and include (a) alteration or change of any structural elements of a Unit, including the roof, (b) painting or other alteration or change of the exterior of a Unit, including doors and windows, (c) alteration or change of any Common Elements (including Limited Common Elements) appurtenant to the Units, or (d) addition, alteration, change or removal of any landscaping. The foregoing restrictions shall not apply to nonstructural additions,

alterations, changes or improvements to the interior of a Unit, that are not visible from outside the Unit, and that are in compliance with all applicable laws, ordinances, regulations and codes. Except for alterations to a Limited Common Element which have received the prior written approval of the Board of the Association, no Owner or Occupant shall have any right to alter, change or improve in any way the Common Elements or any part thereof, said Common Elements being the exclusive responsibility and jurisdiction of the Association.

3.8.2. **Common Elements.** Except for Declarant and its exercise of the Reserved Rights, the Association, through its Board, shall have the right and authority to make any changes, alterations, improvements or additions to the Common Elements, including the Limited Common Elements. No individual Owner shall have any right to do any of such things without the express prior written consent of the Board.

3.9. **Association Maintenance Responsibilities.**

3.9.1. **Common Elements.** Subject to the rights and requirements of the Association to allocate Common Expenses among certain Units, and except as such obligations may otherwise be assigned to Owners in Section 3.10 below, the Association shall be responsible for certain aspects relating to the maintaining, repairing, improving, restoring and replacing the General Common Elements and certain aspects of the Limited Common Elements, as follows:

A. The sidewalks, stairs, stairwells, entry features, pathways, platforms and steps and such other pedestrian and vehicular ingress/egress, parking and maneuvering areas, including any and all related mechanical, electrical, plumbing and other service systems and equipment, systems;

B. The landscaping, hardscaping, street and pathway lighting and Community signage;

C. Snow removal, except that snow removal on patios and decks that have been assigned as a Limited Common Element to a Unit shall be the responsibility of the Owner of the Unit to which the patio and deck has been assigned as a Limited Common Element. The Association shall remove snow from Building roofs as is reasonably required from time to time, the cost of which shall be allocated as an expense to all Owners.

D. The mechanical, electrical, plumbing and other service systems, and all related equipment, systems and facilities whether a General Common Element or Limited Common Element;

E. All structural elements and roofs, siding, foundations, common lighting and utilities and any entry features or signage;

F. Any snow melt systems for the General Common Elements, other than a snow melt system for a deck or patio assigned to a Unit as a Limited Common Element, which shall be the responsibility of the Owner of the Unit; and

G. The painting, staining, chinking or other resurfacing of the exterior surfaces of all walls and facades, exterior doors, windows, decks and balconies of the Units and General Common Elements, including the Limited Common Elements.

3.9.2. Each Unit is subject to an easement for the benefit of the Association and its Board, agents, employees and contractors, for purposes of accomplishing the maintenance and repair rights described in this Section 3.9.

3.9.3. If the need for such maintenance or repair to a Common Element results from the willful or negligent act of or from damage or destruction caused by an Owner or Occupant, the Board shall have the right to perform such maintenance or repair and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Unit for the costs and expenses incurred by the Association in connection therewith.

3.10. **Owner Maintenance Responsibilities.**

3.10.1. Each Owner of a Unit shall be responsible for:

A. Cleaning, sweeping, maintaining, repairing, improving, restoring and replacing as necessary:

(1) All interior elements and features of the Owner's Unit, including, without limitation, appliances, FF&E, personal property, hot tubs, vents, the interior non-supporting walls, improvements, fixtures, equipment, and appurtenances;

(2) All such other areas that have been assigned to the Unit as a Limited Common Element, including, without limitation, the deck and patio assigned to the Unit, including any related snowmelt system and deck/patio covering.

(3) All interior non-supporting walls, improvements, fixtures, equipment, appliances and appurtenances.

B. General cleaning, maintenance and repair of exterior doors and windows, which includes the replacement of cracked, chipped or broken glass (in conformance with the same door or window being replaced), including routine adjustments required to enable the normal, customary operation of the window and door and adequate weather stripping to prevent water intrusion. Except for Declarant and its exercise of Reserved Rights, no changes to or replacement of exterior doors or windows may be made without the prior written approval of the Association.

C. Maintaining, repairing and replacing all rain gutters and down spouts, which tie into an central drainage system.

D. Maintaining, repairing and replacing all snowmelt systems designated within the Unit or located on Limited Common Elements assigned to the Unit, including the replacement of any concrete or other materials affected by such servicing.

E. All elements and finishes associated with decks, railings and patios, including structural components and any damaged concrete.

F. Such other matters as reasonably determined by the Board and uniformly applied to all similarly styled Units.

3.10.2. In addition, each Owner shall be responsible for any damage to other Units or to the Common Elements resulting from the Owner's failure to perform or negligent performance of the Owner's maintenance and repair responsibilities as set forth herein.

3.10.3. Each Owner shall perform the Owner's maintenance and repair responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners, Guests or Occupants.

3.10.4. If an Owner fails to perform any such maintenance or repair obligations within ten (10) days (or shorter time if circumstances so require) following receipt of a written notice from the Board requesting the same, the Board shall have the right to enter upon the Owner's Unit to perform such obligations on the Owner's behalf and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Unit for the costs and expenses incurred by the Association in connection therewith.

3.10.5. Each Unit is subject to an easement for the benefit of the Association and its Board, agents, employees and contractors, for purposes of accomplishing the maintenance and repair rights described in this Section 3.10.

3.10.6. In the event of a conflict between the responsibilities of the Association under Section 3.9 and an Owner under Section 3.10, the Board shall reasonably determine the party responsible.

3.11. **Standard of Care.** The Association and the individual Owners shall each use a reasonable standard of care in performing their respective maintenance, repair and upkeep responsibilities so that the entire Community will reflect a pride of ownership. Except for Declarant and its exercise of Reserved Rights, all repairs and replacements within the Community shall be substantially similar to the original construction and craftsmanship and shall be of first-class quality.

3.12. **Emergency Maintenance and Repair.** In the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of Persons or property within the Community or which conditions affect the common usage of Common Elements or inconvenience the Owners, the Board shall have the authority (without any notice being required) to take whatever remedial action and to undertake such maintenance, repairs and improvements as may be necessary anywhere in the Community to protect persons and property, including the right to gain reasonable access to a Unit to complete this work.

3.13. **Compliance with Laws.** No Owner or Occupant shall do any act or cause or permit anything to be done or kept in or upon its Unit, or any Common Elements, which would be in violation of any federal, state, city or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any rule or regulation promulgated by the Association, or of any provision of this Declaration, or which would result in the increase of, or cancellation of, insurance maintained by the Association.

3.14. **Use and Occupancy of the Residential Unit.**

3.14.1. Each Residential Unit shall be occupied and used for residential purposes, only in conformance with the Town Development Approvals and Requirements. No business, professional or other non-residential or commercial use shall be made within any Residential Unit except as allowed by this Declaration and the Town Development Approvals and Requirements. Home occupations may be allowed if approved by the Board on a case by case basis and if allowed by the Town Development Approvals and Requirements.

3.14.2. Notwithstanding anything to the contrary contained in this Declaration, Declarant reserves to itself and its employees, agents and contractors the right to perform such activities within the Community and the right to maintain therein such facilities as Declarant deems reasonably necessary or incidental, for purposes of completing the development and sale of Units in the Community, specifically including without limitation the maintenance of business and/or sales offices, storage areas, signs, model units, parking areas and lighting facilities.

3.15. **Use and Occupancy of the Commercial Units.**

3.15.1. Subject to the provisions of this Section 3.15, each Commercial Unit shall be occupied and used for any and all lawful purposes allowed by the Town Development Approvals and Requirements.

3.15.2. Without limiting any other rights or obligations hereunder, the following uses of Commercial Units, including appurtenant Limited Common Elements, are specifically prohibited:

(a) Bar, nightclub or dance hall; *provided, however*, a bar located within a restaurant shall be permitted;

(b) Massage parlor, adult book and/or video store or businesses with nude or topless acts or employees; and

(c) Uses and activities arising in connection with any and all growing, storing, maintaining, selling, distributing or using marijuana, including, without limitation, any such activities relating to a medical marijuana dispensary or any enterprise that in any way grows, cultivates, distributes, transmits, gives, dispenses, supplies and/or otherwise provides marijuana to any person for any purposes, including, without limitation, for routine marijuana sales and distribution and/or any “medical use of marijuana” within the meaning of any applicable federal, state or local law, without regard to whether or not the marijuana is being distributed, transmitted, given, dispensed, cultivated, supplied or provided for cash, credit, barter or otherwise and/or for no consideration.

3.15.3. Commercial Units shall comply with all state and local regulations applicable to such Units. Any commercial operation shall conduct its operations wholly within the confines of said Commercial Unit and its appurtenant Limited Common Elements unless the Board permits use of the General Common Elements for commercial purposes.

3.15.4. **Changes to Rights of Commercial Unit Owners.** Neither the Association nor any Owner may take any action or adopt any Rule that will interfere with or diminish any right of the Owner of a Commercial Unit under this Section 3.15 without the prior written consent of the Owner of the Commercial Unit.

3.16. **Use and Occupancy of the Employee Housing Units.** All Employee Housing Units shall be occupied and used for any and all lawful purposes allowed by the Town Development Approvals and Requirements.

3.17. **Vehicle Parking, Storage, Operation and Repair.**

3.17.1. Parking Spaces may be used only for purposes of parking motor vehicles and not for storage or other non-conforming purposes.

3.17.2. Motorized vehicles of any kind shall only be parked or stored in designated Parking Spaces.

3.17.3. No boats, trailers, buses, motor homes, mobile homes, campers (on or off supporting vehicles), motorcycles, off-road-motorcycles, snowmobiles, recreational vehicles, all-terrain vehicles, trucks, industrial or commercial vehicles (both cabs or trailers), abandoned or inoperable vehicles (as defined below), or any other similar vehicles (excepting passenger automobiles and one ton or smaller pick-up trucks) shall be parked or stored in the Community except as approved in advance by the Board.

3.17.4. No motorized vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt in the Community.

3.17.5. An “abandoned or inoperable vehicle” shall mean any motorized vehicle which does not display a current motor vehicle license or which is not capable of being driven under its own propulsion or which does not have an operable propulsion system within the vehicle. In the event that the Board shall determine that a vehicle is abandoned or inoperable, or is otherwise in violation of the provisions of this section, a written notice of violation describing said vehicle shall be personally delivered to the vehicle owner (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner cannot be reasonably ascertained), thereafter, the Board (as the case may be) shall have the right to remove the offending vehicle, or cause the vehicle to be removed and stored, at the sole expense of the owner of the vehicle if the vehicle is located on a roadway, or at the sole expense of the Owner on which the vehicle is located, all without liability on the part of the Board.

3.17.6. The Board may cause any unauthorized vehicle parked in the Community to be immediately towed at the cost and expense of the owner of the unauthorized vehicle.

3.17.7. The Board may adopt additional Rules restricting an Owner’s ability to lease or otherwise transfer its interest in an LCE Parking Space or Parking Unit.

3.18. **Pets.**

3.18.1. An Owner of a Unit or a Guest may keep a maximum of no more than a total of two domesticated household pets (e.g. either dogs or cats) in their Unit, so long as such dog or cat is not kept for any commercial purpose and does not cause noise or odor, or does not otherwise become a nuisance or threat to other Owners or Occupants. The Board has the authority to adopt Rules which may further govern or restrict the ability of an Owner to keep Pets in their Unit. The foregoing shall not limit or restrict the right of an Owner to have fish, birds and similar species in their Unit, provided that they are in a controlled environment.

3.18.2. No Occupant, other than the Owner of the Unit shall be allowed to have a pet in a Unit unless the Board adopts Rules allowing such usage by an Occupant other than the Owner.

3.18.3. Contractors and subcontractors may not bring dogs or other pets into the Community.

3.18.4. A permitted dog or cat must be restrained at all times within the Owner’s or Occupant’s Unit, and shall not be permitted outside such Unit except when leashed and accompanied by the pet’s owner or the owner’s representative. Each dog or cat shall be properly immunized and otherwise maintained and cared for as required by applicable laws. An Owner shall promptly clean up after their pet.

3.18.5. The Owner of a Unit where a dog or cat is kept, as well as the legal owner of the pet (if not such Owner), shall be jointly and severally liable for any and all damage and destruction caused by the pet, and for any clean-up of the Owner’s Unit and of streets, sidewalks, Common Elements or other Units as necessitated by such pet.

3.18.6. The Board shall be responsible for enforcing the restrictions set forth in this Section, and shall have, and is hereby given, the right and authority to determine in its sole discretion that any one or more dogs or cats are being kept for commercial purposes, or are being kept in excessive numbers, or are causing an unreasonable amount of noise or odor, or are otherwise a nuisance to other Owners or Occupants, or that an Owner or Occupant is otherwise in violation of this Section, and to take

such action or actions as it deems reasonably necessary to remedy the violation, including without limitation the levying of fines and/or Reimbursement Assessments as provided in this Declaration. Also without limiting the generality of the foregoing, the Board may require the owner or custodian of a dog that barks or howls excessively, or of a dog or cat that exhibits threatening behavior or that has other offensive habits or that otherwise violates the restrictions set forth in this Section, to confine such animal indoors, or to permanently remove such animal from the Community, and may adopt Rules governing pets.

3.19. **Leasing of Units.** Any Owner shall have the right to Lease his/her Unit under the following conditions:

3.19.1. The leasing of a Unit for Long Term Rentals or Short-Term Rentals shall be subject to in all respects and governed by the provisions of the Condominium Documents and the Town Development Approvals and Requirements.

3.19.2. Each Owner who leases a Unit for Long Term Rentals or Short-Term Rentals purposes shall be responsible for assuring compliance by the Occupant with all of the provisions of the Condominium Documents and the Town Development Approvals and Requirements and shall be jointly and severally responsible with the Occupant for any violations thereof by the Occupant. Any failure by the Occupant to comply with any of the Condominium Documents, in any respect, shall be a default by Occupant and Owner under the Condominium Documents which may be enforced against the Occupant and/or Owner by the Board.

3.20. **Annoying Light, Sound or Odor.** All exterior lighting installed or maintained on any Unit shall be consistent with the Town Development Approvals and Requirements. The use of the Units shall be subject to any applicable Town Development Approvals and Requirements that relate to noise or odor.

3.21. **No Hazardous or Unsafe Activities.** No activity shall be conducted on, and no improvement shall be constructed on, any property within the Community which is or might be unsafe or hazardous to any person or property.

3.22. **No Firearms.** The discharge of firearms, including but not limited to BB guns and pellet guns, upon or within any part of the Community (including the Units) is expressly prohibited.

3.23. **Garbage and Trash.** With the exception of dumpsters or other trash receptacles provided by the Association on Common Elements, no refuse, garbage, trash, grass, shrub, or tree clippings, plant waste, scrap, rubbish, or debris of any kind shall be kept, stored, maintained or allowed to accumulate or remain anywhere within the Community.

3.24. **Right of Entry.** During reasonable hours and upon reasonable notice to the Owner or Occupant of a Unit, any member of the Board, and any authorized representative of the Board shall have the right to inspect any exterior portion of a Unit's Limited Common Elements and, with the permission of the Owner or Occupant, the interior portion of the Unit. In the case of emergency, no notice or permission shall be required to inspect the interior of a Unit. The purpose of any such inspection shall be to ascertain whether or not the provisions of this Declaration have been or are being complied with, or for the purpose of exercising any rights or performing any responsibilities (maintenance, repair, etc.) established by this Declaration and such individuals shall not be deemed guilty of trespass by reason of such entry. For purposes of this section, "emergency" shall mean circumstances posing an imminent threat of injury or damage to persons or property.

3.25. **Association Landscaping.** All landscaping located on the Common Elements shall be the responsibility of the Association, and no Owner or Occupant shall perform any landscaping activities within the Community (including without limitation the planting, grooming or removal of grass, trees, bushes or other vegetation, or the planting or tending of gardens).

3.26. **Signs and Advertising.** Any exterior signs, posters, billboards or advertising devices shall conform with the Town Development Approvals and Requirements and this Declaration.

3.27. **Flags or Displays.** Any exterior flags or other displays displayed in the Community shall conform with the Town Development Approvals and Requirements and the Act.

3.28. **Health, Safety and Welfare, Rules.** In the event any uses, occupancies, activities, and facilities within the Community are deemed by the Board to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Board may adopt reasonable Rules of general application in order to appropriately restrict and regulate such uses, occupancies, activities or facilities within the Community. Such Rules shall be consistent with the purposes, provisions and limitations of this Declaration.

3.29. **View Impairment.** Neither the Declarant nor the Association, guarantee or represent that any view over and across the Community from their Unit and/or the Common Elements, will be preserved without impairment. The Declarant and the Association shall have no obligation to relocate, prune, or thin trees or other landscaping except as otherwise required under a separate covenant or agreement. The Association shall have the right to add trees and other landscaping to the Common Elements. There shall be no express or implied easements for view purposes or for the passage of light and air.

3.30. **Variances.** The Board may, in its sole discretion and in extenuating circumstances, grant variances from any of the restrictions set forth in this Article 3, if the Board determines, in its discretion, (a) either (i) that a particular restriction creates a substantial hardship or burden on an Owner or Occupant, which hardship or burden was not caused by said Owner or Occupant, or (ii) that a change of circumstances since the recordation of this Declaration has rendered such restriction obsolete, and (b) that the activity permitted under the variance, in the judgment of the Board, will not have any material adverse effect on the Owners and Occupants of the Community, and is consistent with the high quality of living intended to be promoted hereby throughout the Community. When an Owner applies for a variance, the Board must give reasonable notice of the variance hearing to all Owners of Units in the Community. No variance shall conflict with ordinances or regulations of the Town of Ridgway. If a variance from Town laws or regulations is also required in connection with a matter for which a variance is desired hereunder, it shall be the Owner's responsibility to obtain such Town variance before submitting a variance application to the Board.

Notwithstanding the foregoing provisions of this Article Three, except for restrictions placed upon it by Town, Declarant shall be exempt from the restrictions in this Article Three to the extent that it impedes, in Declarant's sole discretion, its development, construction, sales, marketing or leasing activities.

ARTICLE FOUR **EASEMENTS**

The following "Easements" are hereby established by Declarant for the purposes stated and for the parties indicated. Declarant reserves the right to modify the location and/or use of any of the Easements identified in this Article Four or anywhere else in this Declaration or on the Map. Declarant also reserves the right to expand the Persons who may use the Easements. Declarant also reserves the

right to transfer and assign its rights under the Easements established in this Article Four to such Persons determined by Declarant, which assignment shall be made in writing and recorded in the Official Records.

4.1. **Blanket Association Utility Easement over Common Elements.** There is hereby created, granted and reserved to the Association, its agents, employees and assigns and also its designees (such as a Unit Owner) a perpetual, non-exclusive blanket easement over, across, upon and under the Common Elements and under the Units for the construction, installation, operation, maintenance, servicing, repair, removal and replacement of utilities and utility lines, pipes, wires, circuits, conduits, meters, facilities and systems for the benefit of the Community or any part thereof, including but not limited to water, sewer, gas, telephone, internet, electricity, elevators, cable TV and other master TV and communication systems, as well as for drainage and stormwater management, if any, together with an easement for access, ingress and egress to accomplish such purposes, and together with the right to grant any such easement rights to utility companies. The Association or other person or entity exercising such utility easement rights shall be obligated to restore, reseed, replant and/or re-landscape the surface of any disturbed area to as close to its original condition as possible, as promptly as possible following completion of any utility work, and shall be further obligated to exercise such easement rights at such times and in such manner as to interfere as little as reasonably possible with the occupancy, use and enjoyment of the Units by the Owners and Occupants thereof. Nothing granted herein shall authorize or empower the Association to damage or unreasonably affect the existence, use and enjoyment of any Unit in the event a utility allowed under this Section 4.1 is located in or under a Unit.

4.2. **Declarant Easement over Common Elements.** There is hereby created, granted and reserved to Declarant and its successors and assigns as well as its designees a non-exclusive easement over, across, upon and under all Common Elements (including without limitation all easements benefiting the Association), including a right of access, ingress and egress thereto, and a right to use such Common Elements and each and every part thereof for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Community and all portions thereof, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Declaration or any other Declarant obligations relating to the Community.

4.3. **Association Administrative Easement over Common Elements.** There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement over, across, upon and under the Common Elements and a right to use the Common Elements for purposes of enabling the Association to perform its various responsibilities and to exercise its various rights under this Declaration.

4.4. **Association Easement in Units for Maintenance, Repair and Emergencies.** There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, non-exclusive easement and right to enter upon all of the Units as reasonably necessary for the performance of the Association's rights and responsibilities under this Declaration and for the making of emergency repairs or reconstruction to the Building, the Units, and/or the Common Elements. For routine maintenance and non-emergency repairs, entry to a Unit shall be made only on a regular business day during regular business hours, after giving at least one day's notice in writing to the Owner. In case of emergency, where there is an imminent threat of damage or injury to person or property, entry shall be made at any time without notice or permission. The Board is hereby granted the authority to use such reasonable force as may be necessary under the circumstances to gain entry into a Unit in case of an emergency, if no other reasonable means of entry is available. The Association shall be responsible for the cost and expense of repairing all damages to property occurring as a result of such forcible entry, which costs shall be considered Common Expenses, unless the emergency and/or damage results from the willful act or negligence of an Owner or Occupant, in which event such Owner shall be solely responsible

for the costs of repairing/restoring such damage. These costs can be levied, assessed and collected by the Board as a Reimbursement Assessment pursuant to the provisions of this Declaration.

4.5. **Support and Encroachment Easements.** Each Unit is subject to a blanket easement for support. Each Owner has an easement upon an adjoining Unit or Common Element for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction, repair, settlement or shifting or movement of the Buildings, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachments occur due to the willful misconduct of an Owner. In the event a structure is partially or totally destroyed, and then repaired or rebuilt in substantially the same manner as originally constructed, the Owners agree that minor encroachments upon an abutting Unit or Common Element shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for purposes of marketability of title or other purposes. In interpreting any and all provisions of this Declaration or of deeds, mortgages, deeds of trust or other security instruments relating to Units, the actual location of a Unit shall be conclusively deemed to be the property intended to be conveyed, reserved or encumbered, notwithstanding any minor deviations, either horizontally, vertically or laterally, from the location of such Unit as indicated on the Condominium Map.

4.6. **Blanket Emergency Services Easement.** There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons now or hereafter serving the Community and its Owners and Occupants, a perpetual, non-exclusive blanket Emergency Services Easement over, upon, along and across all properties and areas within the Community, for use in the lawful performance of their duties.

4.7. **Other Easements.** The Map may show specific easements that are intended to be created, granted and reserved for the use and benefit of the particular Owner(s) of the Unit(s) and/or the Association as indicated and designated on the Map. Each such easement indicated on the Map is hereby established by the Declarant for the purposes established herein and on the Map, which easement shall be a perpetual, non-exclusive easement over, upon, along and across that portion of the Community depicted on the Map.

4.8. **Reservation of Uses.** Declarant reserves the right for the Owner of a Unit burdened by an easement on their Unit as provided for in this Article Four ("**Reserved Easements**"), for such Owner and the Owner's successors, transferees, designees and assigns, the right to use and enjoy the portion of the Unit covered by the Reserved Easements for all lawful and desired purposes, so long as it does not interfere with the easement right granted.

ARTICLE FIVE **COMMON ELEMENTS**

5.1. **Use and Enjoyment of Common Elements.** Except as otherwise provided in this Declaration (including Declarant's Reserved Rights), each Owner shall have the non-exclusive right to use and enjoy the Common Elements, other than the Limited Common Elements, in common with all other Owners (a) for all purposes for which such Common Elements were established, and (b) as required for purposes of access and ingress to and egress from (and use, occupancy and enjoyment of) any Unit owned by the Owner or Common Elements available for the Owner's use. This right to use and enjoy the Common Elements shall extend to each Owner, Occupant, and the family members, guests and invitees of each Owner, and shall be appurtenant to each Unit, subject at all times to the provisions of this Declaration, the Articles and Bylaws, and any Rules adopted by the Board from time to time. Except for

Declarant in its exercise of Reserved Rights hereunder, no Owner or Occupant shall place any structure or improvement whatsoever upon the Common Elements, nor shall any Owner or Occupant engage in any activity which will temporarily or permanently impair free and unobstructed access to or use of all parts of the Common Elements (excepting Limited Common Elements) by all Owners and by the Association.

5.2. **Association May Regulate Use of Common Elements.** The Association, acting through the Board, shall have the right and authority to regulate the use of the Common Elements (including the Limited Common Elements) by the promulgation, enforcement and interpretation from time to time of such Rules relating thereto as the Association considers necessary or appropriate for the protection and preservation of the Common Elements and the enhancement of the use and enjoyment thereof by the Owners and Occupants. No such regulation by the Association shall affect Declarant's Reserved Rights hereunder.

5.3. **Owner Liability for Owner or Occupant Damage to Common Elements.** Each Owner shall be liable to the Association for any damage to Common Elements or for any expense, loss or liability suffered or incurred by the Association in connection with the Common Elements arising from (a) the negligence or willful misconduct of such Owner or of any Occupant, agent, employee, family member, guest or invitee of such Owner, or (b) any violation by such Owner or any Occupant, agent, employee, family member, guest or invitee of such Owner of any law, regulation, or code, including without limitation any environmental law, or of any provisions of this Declaration, or any Rules relating to the Common Elements. Each Owner shall indemnify, defend and hold the Association harmless from any loss, damage, expense or liability arising from the circumstances described in subsections (a) or (b) immediately above. The Association shall have the power to levy and collect a Reimbursement Assessment against an Owner to recover the costs, expenses, damage, losses or liabilities incurred by the Association as a consequence of any such negligence, willful misconduct or violations by the Owner or the Owner's Occupant.

5.4. **Damage or Destruction to Common Elements.** In the event of damage to or destruction of the Common Elements, including Improvements thereon, by fire or other casualty, the Association shall repair or replace the same in accordance with the provisions of Article 7 below. Repair, reconstruction, or replacement of Common Elements shall be accomplished under such contracting and bidding procedures as the Association shall determine to be appropriate, and shall be performed at such times and in such manner as to interfere as little as reasonably possible with the occupancy, use and enjoyment of undamaged Units by the Owners and Occupants thereof. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Association may use the same for future maintenance, repair, improvement, and operation of Common Elements or for any other use deemed appropriate by the Board.

ARTICLE SIX **ASSOCIATION**

6.1. **Association; General Powers.** The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Community. The Association shall serve as the governing body for all of the Owners and Occupants for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common Elements, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in this Declaration, the Articles and the Bylaws. The Association shall have all of the powers, authority and duties as may be necessary or appropriate for the management of the business and affairs of the Community, including without limitation all of the powers, authority and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act, and all of the powers and duties provided for in the Act. The Association shall have the power to assign its right to future income, including the right to receive

Common Expense assessments, but only upon the affirmative vote of the Owners of Units to which at least 51 percent of the weighted votes in the Association are allocated. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws.

6.2. **Association Board.** The affairs of the Association shall be managed by the Board. Until the expiration of the period of Declarant control as described in Section 6.7 below, the Board shall consist of three (3) members with each member entitled to one non-weighted vote. After expiration of the Declarant control period, the Board will consist of three (3) members, with two (2) members elected by the Owners of Residential Units and one (1) member elected by the Owners of Commercial Units. Each Board member shall have one non-weighted vote. A quorum shall be deemed present throughout any meeting of the Board if persons entitled to cast at least 51% percent of the votes on the Board are present at the beginning of the meeting or grant their proxy as provided in C.R.S. Section 7-128-205(4). With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Board or any committee thereof shall be open to attendance by all Members of the Association or their representatives. Without limiting the generality of the foregoing, no rule or regulation may be validly adopted during an executive session. Agendas for meetings of the Board shall be made reasonably available for examination by all Members of the Association or their representatives. The Board shall have all of the powers, authority and duties granted or delegated to it by the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles or Bylaws. Except as provided in the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles or Bylaws, the Board may act in all instances on behalf of the Association. The Board may not, however, act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of Board members, but the Board may fill vacancies in its membership for the unexpired portion of any term. The Board may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of the ultimate responsibility for management of the affairs of the Association. No member of the Board and no officer shall be liable for actions taken or omissions made in the performance of such member's or officer's duties except for wanton and willful acts or omissions.

Notwithstanding any provision of the Condominium Documents to the contrary, only the director elected by the Owners of the Commercial Units may vote on matters put to the Board that concern solely the Commercial Units, and only the directors elected by the Owners of the Residential Units may vote on matters put to the Board that concern solely the Residential Units. All directors shall vote on matters concerning both the Residential Units and the Commercial Units and matters that cannot be clearly categorized as affecting only the Residential Units or the Commercial Units exclusively.

6.3. **Rules.** The Condominium Documents establish a framework of covenants and conditions that govern the Community. However, within that framework, the Association must be able to respond to unforeseen issues and changes affecting the Community. Therefore, the Board and the Association's membership are authorized to change the Rules in accordance with the following procedures, subject to the limitations set forth in Section 6.4. Generally, Rules are intended to enable the interpretation and implementation of this Declaration, the operation of the Association, and the use and enjoyment of the Common Elements (including Limited Common Elements).

6.3.1. **Board Authority.** Subject to the notice requirements and the Board's duty to exercise reasonable judgment and reasonableness on behalf of the Association and its Members, the Board, at an open meeting of the Board, may, by Resolution, adopt new Rules and modify, amend, supplement or rescind existing Rules by majority vote of the directors at any Board meeting.

6.3.2. **Membership Authority.** Subject to the notice requirements in subsection 6.3.3 below, Owners entitled to cast more than 51% of the weighted votes in the Association may also adopt new Rules and Regulations and modify or rescind existing Rules and Regulations at any meeting of the Association duly called for such purpose, regardless of the manner in which the original Rule was adopted. However, as long as Declarant membership exists, any such action shall also be subject to the Declarant's approval. In no event shall any new or amended Rules and Regulations place additional restrictions on the Commercial Unit without the express approval of the Owner of the Commercial Unit.

6.3.3. **Notice.** The Board shall send notice to all Owners concerning any proposed Rule change at least five (5) business days prior to the meeting of the Board or the membership at which such action is to be considered. At any such meeting, Owners shall have a reasonable opportunity to be heard before the proposed action is put to a vote. This notice requirement does not apply to administrative and operating policies that the Board may adopt relating to the Common Elements, notwithstanding that such policies may be published as part of the Rules.

6.3.4. **Effective Date.** A Rules change adopted under this Section 6.3 shall take effect thirty (30) days after the date on which written notice of the Rules change is given to the Owners. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Rules shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant shall comply with such Rules, and each Owner shall see that Occupants claiming through such Owner comply with such Rules. Such Rules shall have the same force and effect as if they were set forth in and were part of this Declaration. Such Rules may establish penalties (including the levying and collection of fines) for the violation of such Rules or of any provision of this Declaration, the Articles, or the Bylaws.

6.3.5. **Conflicts.** In the event of a conflict between the Rules and any provision of this Declaration, this Declaration shall control.

6.3.6. **Owners' Acknowledgment and Notice to Purchasers.** By accepting a deed, each Owner acknowledges and agrees that the use, enjoyment, and marketability of his or her Unit is limited and affected by the Rules, which may change from time to time. All Unit purchasers are hereby notified that the Association may have adopted changes to the Rules and that such change may not be set forth in a recorded document. A copy of the current Rules and all administrative policies are available from the Association upon request. The Association may charge a reasonable fee to cover its reproduction cost.

6.4. **Protection of Owners and Others.** Except as may be set forth in this Declaration (either initially or by amendment) all Rules that may be adopted by the Board shall comply with the following provisions:

6.4.1. **Similar Treatment.** Similarly situated Units shall be treated similarly.

6.4.2. **Holiday, Religious and other Displays.** No Rule shall abridge an Owner's right to display religious or holiday symbols and decorations on his or her Unit of the kinds normally displayed in single-family residential neighborhoods. The Board may regulate or prohibit signs or displays, the content or graphics of which the Board deems to be obscene, vulgar, or similarly disturbing to the average person.

6.4.3. **Displays of American Flags.** No Rule shall abridge an Owner's right display of the American flag in that Owner's Unit, in a window of the Owner's Unit, or on a balcony adjoining the owner's Unit if the American flag is displayed in a manner consistent with the federal flag code, P.L. 94-344; 90 Stat. 810; 4 U.S.C. Section 4 to Section 10. The Association may adopt reasonable rules

regarding the placement and manner of display of the American flag. The Association rules may regulate the location and size of flags and flagpoles, but shall not prohibit the installation of a flag or flagpole.

6.4.4. **Displays of Service Flags.** No Rule shall abridge an Owner's right display a service flag bearing a star denoting the service of the Owner or a member of the Owner's immediate family in the active or reserve military service of the United States during a time of war or armed conflict, on the inside of a window or door of the Owner's Unit. The Association may adopt reasonable rules regarding the size and manner of display of service flags; except that the maximum dimensions allowed shall be not less than nine inches by sixteen inches.

6.4.5. **Displays of Political Signs.** No Rule shall abridge an Owner's right display of a political sign by an Owner in that Owner's Unit, in a window of the Owner's Unit; except that an Association may prohibit the display of political signs earlier than forty-five (45) days before the day of an election and later than seven (7) days after an election day. An Association may regulate the size and number of political signs that may be placed on an Owner's property if the Association's regulation is no more restrictive than any applicable Town or county ordinance that regulates the size and number of political signs on residential property. If the Town or county does not regulate the size and number of political signs on residential property, the Association shall permit at least one political sign per political office or ballot issue that is contested in a pending election, with the maximum dimensions of thirty-six inches by forty-eight inches, on an Owner's property. As used in this Section, "political sign" means a sign that carries a message intended to influence the outcome of an election, including supporting or opposing the election of a candidate, the recall of a public official, or the passage of a ballot issue.

6.4.6. **Household Composition.** No Rule shall interfere with an Owner's freedom to determine household composition, except that the Association may impose and enforce reasonable occupancy limitations and conditions based on Unit size.

6.4.7. **Activities within Residential Units and Employee Housing Units.** No Rule shall interfere with the activities carried on within a Residential Unit or Employee Housing Unit, except that the Association may prohibit activities not normally associated with residential property. It may also restrict or prohibit activities within Residential Units and the Employee Housing Unit that create monetary costs for the Association or other Owners, that create a danger to anyone's health or safety, that generate excessive noise or traffic, that create unsightly conditions visible from outside the dwelling, or that are an unreasonable source of annoyance.

6.4.8. **Leasing and Transfer of Units.** No Rule shall prohibit leasing or transfer of any Unit or require approval prior to leasing or transferring a Unit that are inconsistent with the Town Development Approvals and Requirements and this Declaration, in particular the requirements concerning use and leasing of Units as provided for in Section 3.19.

6.4.9. **Abridging Existing Rights.** No Rule shall require that an Owner dispose of personal property kept in or on a Unit in compliance with the Rules in effect at the time such personal property was brought onto the Unit. This exemption shall apply only during the period of such Owner's ownership of the Unit and shall not apply to subsequent Owners who take title to the Unit after adoption of the Rule.

6.4.10. **Declarant Rights.** No Rule may impede Declarant's Reserved Rights to develop, construct, market, sell or lease the Community, as determined by Declarant in its sole discretion.

6.4.11. **Commercial Unit Rights.** No Rule may affect any right granted to the Owner of a Commercial Unit as further described in Section 3.15 above.

6.4.12. **Interference with Easements.** No Rule may unreasonably interfere with the exercise of any easement established by this Declaration or otherwise existing by separate document or instrument.

6.5. **Membership in Association.** There shall be one Membership in the Association for each Unit within the Community. The person or persons who constitute the Owner of a Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the “Member” of the Association with respect to that Unit, and the Membership appurtenant to that Unit shall automatically pass with fee simple title to the Unit. Membership in the Association shall not be assignable separate and apart from fee simple title to a Unit, and may not otherwise be separated from ownership of a Unit.

6.6. **Voting Rights of Members.** Each Unit in the Community shall have one vote in the Association which shall be weighted in accordance with the Allocated Interests as will be set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration. Occupants of Units shall not have voting rights. If title to a Unit is owned by more than one (1) person, such persons shall collectively cast their allocated votes. If only one of the multiple Owners of a Unit is present at the Association meeting, such Owner is entitled to cast the votes allocated to that Unit. If more than one of the multiple Owners is present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners. There is majority agreement if any of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. In the event of a protest being made by one or more multiple Owners and a majority of the multiple Owners of the Unit cannot agree on how to cast their votes, any votes cast for that Unit shall be null and void with regard to the issue being voted upon. Such multiple Owners and their Unit shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon. A quorum is deemed present throughout any meeting of the Members of the Association if persons entitled to cast at least 30% of the weighted votes in the Association are present, in person or by proxy, at the beginning of the meeting. Provided a quorum of weighted votes is present in person or by proxy, the affirmative vote of a majority of the weighted votes so present shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Colorado Revised Nonprofit Corporation Act, this Declaration, the Articles, or the Bylaws. The votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of a vote by the other Owners of the Unit through a duly executed proxy. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face.

6.7. **Period of Declarant Control of Association.**

6.7.1. Notwithstanding any other provisions hereof, Declarant shall have and hereby reserves the power to appoint and remove, in its sole discretion, the members of the Board and the officers of the Association during the period commencing upon the recording of this Declaration and terminating no later than the earlier of (a) 60 days after conveyance of 75 percent of the Units that may be created to Unit Owners other than Declarant, (b) 2 years after the last conveyance of a Unit by the Declarant in the ordinary course of business, or (c) 2 years after any right to add new Units was last exercised by Declarant.

6.7.2. During said period of Declarant control of the Association:

6.7.2.1. Not later than 60 days after conveyance of 25 percent of the Units that may be created to Unit Owners other than Declarant, at least one member and not less than 25 percent of the members of the Board must be elected by Unit Owners other than Declarant.

6.7.2.2. Not later than 60 days after conveyance of 50 percent of the Units that may be created to Unit Owners other than Declarant, not less than 33-1/3 percent of the members of the Board must be elected by Unit Owners other than Declarant.

6.7.3. At any time prior to the termination of the period of Declarant control of the Association, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board, but in such event Declarant may require for the duration of the period of Declarant control of the Association, that specified actions of the Association or the Board, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board or the Association.

6.8. **Community Technology.**

6.8.1. **Community Systems.** Declarant may provide, or may enter into and assign to the Association or cause the Association to enter into contracts with other Persons to provide, central telecommunication receiving and distribution systems (e.g., cable television, high speed data/Internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Community (“**Community Systems**”). Any such contracts may provide for installation, operation, management, maintenance and upgrades or modifications to the Community Systems as the Declarant determines appropriate. The Association or Declarant may provide for access to any such Community Systems for all Units as a Common Expense. If particular services or benefits are provided to particular Owners or Units at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the charges as a Regular Assessment or a Special Assessment and pay such charges to the provider on behalf of the Owners, as the Board deems appropriate.

6.8.2. **Opportunities for Community Interaction.** The Association may make use of computers, the Internet, and expanding technology to facilitate community interaction and encourage participation in Association activities. For example, the Association may create and maintain a community intranet or Internet home page, maintain an “online” newsletter or bulletin board, and offer other technology-related services and opportunities for Owners and occupants to interact and participate in Association-sponsored activities. To the extent permitted by the Act, and unless otherwise specifically prohibited in the Condominium Documents, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means. The foregoing is not intended to authorize the termination of any of the documents or instruments relating to the Town Development Approvals and Requirements, which may only be modified or terminated, if at all, pursuant to the terms and conditions provided for in such agreements or instruments and by the Town Laws and Town Development Approvals and Requirements.

ARTICLE SEVEN **INSURANCE**

7.1. **Insurance Requirements.** The following types of insurance shall be obtained, maintained and kept in full force and effect at all times by the party assigned the responsibility for obtaining such coverage. The cost of any coverage required to be obtained by the Association shall be paid by the Association and allocated to the benefitted owners of Units as a Common Expense.

7.1.1. **Casualty Insurance.**

A. The Association shall obtain, maintain and keep in full force and effect property casualty/damage insurance on the Units and the Common Elements. The insurance shall include the finished interior surfaces of the walls, floors and ceilings. Such insurance shall be for broad form covered causes of loss, including casualty, fire, and extended coverage insurance including, if available at a reasonable cost, coverage for vandalism and malicious mischief. Such insurance shall be for the full insurable replacement cost of the Units and other insured property, less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies.

B. The Owner of each Residential Unit, Employee Housing Unit and Commercial Unit shall obtain, maintain and keep in full force and effect "contents insurance" covering damages attributable to theft, fire or other casualty on all furniture, fixtures, equipment and other personal property kept, included or otherwise maintained in their respective Unit at such Owners cost and expense.

7.1.2. **Liability Insurance.** The Association shall obtain, maintain and keep in full force and effect comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements and covering public liability or claims of liability for injury to persons and/or property, and death of any person or persons. Such liability insurance shall, to the extent reasonably obtainable, (a) have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate; (b) insure the Board, the Association and its officers, and their respective employees, agents and all persons acting as agents and the Managing Agent; (c) include the Owners as additional insured's, but only for claims and liabilities arising in connection with the ownership, existence, use or management of the Common Elements; (d) cover claims of one or more insured parties against other insured parties; and (e) be written on an occurrence basis.

7.1.3. **Worker's Compensation.** The Association may, in its discretion, obtain a Worker's Compensation policy, if necessary, to meet the requirements of law.

7.1.4. **Directors and Officers Liability Insurance.** The Association may, in its discretion, carry directors and officer's liability insurance in such amounts as the Board may deem appropriate.

7.1.5. **Fidelity Insurance.** The Association shall obtain and maintain fidelity insurance coverage for the Board, the Association and its officers, and their respective employees, agents and all persons acting as agents and the Managing Agent.

7.1.6. **Other Insurance.** The Association may, in its discretion, obtain such other insurance in such amounts as the Board shall determine, from time to time, to be appropriate to protect the Association or the Owners, or as may be required by the Act.

7.1.7. **Annual Review.** The Board shall revisit the insurance coverage requirements at least every year to determine if any changes to the nature or amounts of the coverage's is necessary and appropriate.

7.2. **General Provisions Respecting Insurance.**

7.2.1. Insurance policies carried pursuant to Section 7.1 above shall provide that (i) each Owner is an insured person under the policy with respect to liability arising out of such Owner's

interest in the Common Elements or membership in the Association; (ii) the insurer waives its rights of subrogation under the policy against the Association, each Owner, and any person claiming by, through, or under such Owner or any other director, agent or employee of the foregoing; (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (d) if at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy shall be the primary insurance. An insurer that has issued an insurance policy for the insurance described in Sections 7.1 above shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last-known addresses. In addition, to the extent available at reasonable cost and terms, all Association insurance shall:

A. be written with a company authorized to do business in Colorado which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

B. be written in the name of the Association as trustee for the benefited parties. All policies shall be for the benefit of the Association and its members;

C. contain an inflation guard endorsement;

D. include an agreed amount endorsement, if the policy contains a co-insurance clause;

E. provide that each Owner is an insured person with respect to liability arising out of such Owner's status as a member of the Association;

F. include an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any act or omission of one or more Owners, unless acting on the Association's behalf within the scope of their authority, or on account of any curable defect or violation, without prior written demand to the Association and allowance of a reasonable time to cure the defect or violation.

7.2.2. In addition, the Board shall use reasonable efforts to secure insurance policies that list the Owners as additional insured's and provide:

A. a waiver of subrogation as to any claims against the Association's directors, officers, employees, and Managing Agent;

B. a waiver of the insurer's right to repair and reconstruct instead of paying cash;

C. an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

D. an endorsement requiring at least 30 days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

E. a cross liability provision; and

F. a provision vesting in the Board exclusive authority to adjust losses. However, Mortgagees having an interest in such losses may not be precluded from participating in the settlement negotiations, if any, related to the loss.

7.2.3. Any loss covered by the property insurance policy carried by the Association pursuant to Section 7.1 above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, the Owners, and lienholders as their interests may appear. Subject to the provisions of Section 38.33.3-313(9) of the Act, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, the Owners, and lienholders are not entitled to receive payments of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely restored or the Community is terminated. The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration for all deductibles paid by the Association. In the event more than one Unit is damaged by a loss, the Association in its reasonable discretion may assess each affected Owner a pro rata share of any deductible paid by the Association.

7.2.4. Insurance policies and insurance coverage shall be reviewed at least annually by the Board to ascertain whether coverage under the policies is sufficient in light of the current values of the insured property and in light of the possible or potential liabilities of the Association and other insured parties. In no event shall insurance coverage obtained or maintained by the Association obviate the need for Owners and Occupants to obtain insurance for their own benefit.

7.2.5. The Association's policies may contain a reasonable deductible, which shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.1. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-Laws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Units as a Reimbursement Assessment.

7.3. **Nonliability of Association and Board.** Notwithstanding the duty of the Association to obtain insurance coverage, as stated herein, neither the Association nor any Board member, shall be liable to any Owner, Occupant, mortgagee or other person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Occupant to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Occupant may desire.

7.4. **Premiums.** Premiums for insurance policies purchased by the Association and other expenses connected with acquiring such insurance shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances, or Common Elements, by an Owner or Occupant, may at the Board's election, be assessed against that particular Owner and his Unit as a Reimbursement Assessment.

7.5. **Insurance Claims.** The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board has full and complete power to act for the Association in this regard, and may, in its discretion, appoint an authorized representative, or enter into an insurance trust agreement, wherein the trustee shall have the authority to negotiate losses under any policy purchased by the Association.

7.6. **Benefit.** Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of in trust for the Association, the Owners, or the Occupants, as their interests may appear.

7.7. **Other Insurance to be Carried by Owners.** Insurance coverage on the Units, improvements, furnishings and other items of personal property belonging to an Owner or Occupant, and public liability insurance coverage within and upon each Unit and any Limited Common Elements designated for that Unit shall be the responsibility of the Owner or Occupant of the Unit. Such policies shall conform to the requirements of this Article 7.

7.8. **Damage to Community.** Any portion of the Community for which insurance is required under Section 38-33.3-313 of the Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless: (a) the Community is terminated; (b) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (c) 67 percent of the Unit Owners, including owners of every Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged property to a condition compatible with the remainder of the Community, and, except to the extent that other persons will be distributees, the insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt must be distributed to the Owners of those properties, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all Unit Owners or lienholders as their interests may appear in proportion to the Common Elements interests of the Units. In the event of damage to or destruction of all or a portion of the Common Elements due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may levy a Special Assessment in the aggregate amount of such deficiency, or if any Owner or group of Owners is liable for such damage, may levy a Reimbursement Assessment against the Owner or group of Owners responsible therefor, and shall proceed to make such repairs or reconstruction. Such Assessment shall be due and payable as provided by resolution of the Board, but not sooner than 60 days after written notice thereof. The Assessment provided for herein shall be a debt of each Unit Owner assessed and a lien on his Unit, and may be enforced and collected in the same manner as any Assessment Lien provided for in this Declaration. If the entire damaged property is not repaired or replaced, the insurance proceeds attributable to the damaged property must be used to restore the damaged property to a condition compatible with the remainder of the Community. No distributions of insurance proceeds shall be made unless made jointly payable to the Unit Owners and First Mortgagees of their respective Units, if any.

ARTICLE EIGHT **LIMITED LIABILITY**

Neither the Association nor its past, present or future officers or directors, nor any other employee, agent or committee member of the Association, nor the Managing Agent shall be liable to any Owner or

Occupant or to any other Person for actions taken or omissions made except for wanton and willful acts or omissions. Without limiting the generality of the foregoing, the Association and the Board shall not be liable to any Owner or Occupant or other person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify and to defend the Association and the Board against claims, damages or other liabilities resulting from such good faith action or failure to act.

ARTICLE NINE **ASSESSMENTS**

9.1. **Assessment Obligation.** Each Unit Owner, by acceptance of a deed therefor (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (a) Regular Assessments or charges, (b) Special Assessments, and (c) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "**Assessments**"). The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Unit against which each such Assessment is charged. The obligation for such payments by each Unit Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction of any kind or nature. Each Unit Owner is liable for Assessments made against such Owner's Unit during his period of ownership of the Unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each person who was an Owner of such Unit at the time when the Assessment became due. Upon the transfer of title to a Unit, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter. Assessments attributable to a Unit shall begin to accrue at such time as the Unit is made subject to this Declaration.

9.2. **Statutory Lien.** The Association has a statutory lien pursuant to §38-33.3-316 of the Act on the Unit of an Owner for all Assessments levied against such Unit or fines imposed against such Unit's Owner from the time the Assessment or fine becomes due ("**Assessment Lien**"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Association pursuant to the Act or this Declaration are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board's acceleration of installment obligations.

9.3. **Lien Superior to Unit and Other Exemptions.** An Assessment Lien shall be superior to any Unit exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Declaration shall constitute a waiver of the Unit and any other exemption as against said Assessment Lien.

9.4. **Priority of Lien.** An Assessment Lien is prior to all other liens and encumbrances on a Unit except as follows:

9.4.1. Liens and encumbrances recorded before the recordation of this Declaration;

9.4.2. A security interest on the Unit which has priority over all other security interests on the Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Regular Assessments (based on a Budget adopted by the Association pursuant to the Declaration) which would have become due, in the absence of any acceleration, during the 6 months immediately preceding institution by the Association or any party holding a lien senior to any part of the Association Lien created under this Article 9 of an action or a non-judicial foreclosure either to enforce or to extinguish the lien;

9.4.3. Liens for real estate taxes and other governmental assessments or charges against the Unit; and

9.4.4. As may otherwise be set forth in the Act. The priority of mechanics and materialmen's liens is not affected by the Act.

This Article 9 does not prohibit an action or suit to recover sums for which this Article 9 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Unit shall not affect the lien for an Assessment.

9.5. **Perfection of Lien.** The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Unit as a Reimbursement Assessment.

9.6. **Regular Assessments.**

9.6.1. A Regular Assessment shall be made annually against each Unit, based upon an annual Budget prepared by the Board, for purposes of paying: (a) the annual costs of operating and administering the Association and all other Common Expenses, (b) reasonable reserves for contingencies, replacements, and other proper purposes, if any, in such amounts and for such purposes, if at all, as determined by the Board; and (c) such other matters as may be reasonably determined by the Board to be the subject of a Regular Assessment;

9.6.2. Regular Assessments shall be allocated against each Unit in such amounts and such percentages corresponding to the Allocated Interests assigned to the Unit as will be set forth on **Exhibit B** to be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration.

9.6.3. Regular Assessments, including Limited Common Expenses, shall be levied on a calendar year basis. Regular Assessments, including Limited Common Expenses, shall be paid in installments on a monthly, quarterly, semi-annual or annual basis, as the Board may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual or annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual or annual system by the Board, Regular Assessments, including Limited Common Expenses, shall be due and payable on the first day of each calendar quarter. Any Owner acquiring a Unit between installment due dates shall pay a pro rata share of the immediately preceding installment.

9.6.4. The Board shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least 30 days before the end of each calendar year. Written notice of the Regular Assessments, including Limited Common Expenses, shall be sent to each Owner. Failure of the

Board timely to fix and levy the Regular Assessments, including Limited Common Expenses, for any year or to send a notice thereof to any Owner shall not relieve or release any Owner from liability for payment of Regular Assessments, including Limited Common Expenses, or any installments thereof for that or subsequent years as soon as the Board levies the Regular Assessments, including Limited Common Expenses, and provides notice thereof.

9.6.5. The Board may, but is not obligated, mail to each Owner at least 10 days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi annual or annual, as the case may be) installment of Regular Assessment that is due from such Owner, and the date on which such installment is due pursuant to subparagraph 9.6.4 above. Failure of the Board to send timely notice to any Owner of an installment of Regular Assessments, including Limited Common Expenses, due shall not relieve or release any Owner from liability for payment of that installment as soon as the Board in fact provides such notice.

9.6.6. In accordance with §38-33.3-314 of the Act, any surplus funds remaining after payment of or provision for Association expenses and any prepayment of or provision for reserves shall be carried forward as a credit against the next year's Budget.

9.7. **Allocation of Limited Common Expenses.**

9.7.1. The Board, in the further exercise of its sole and commercially reasonable discretion, may, but need not, allocate certain portions of the Regular Assessments, Special Assessments or other Assessments as a "**Limited Common Expense**" to some of the Owners as provided below.

9.7.2. In the event that the Board elects to allocate Limited Common Expenses as provided for in this Section, the Board must do so in a uniform and equitable manner among all Units and Owners in the Community. The Board shall determine annually as part of the adoption of the Budget whether some or all of the following Limited Common Expenses are to some, but not all of the Units, with such division and allocation tied to things like: (a) common usage of the Units by a Class of Unit Owners (eg. individual sets of Duplex Residential Units, all of the Duplex Residential Units, each of the Multifamily Residential Units located in a Building, or each of the Commercial Units located in a Building), (b) inclusion of only those Units in a specific Building, or (c) some other reasonable basis for the separation of Units, constituting some, but not all of the Units in the Community. If the Board elects not to allocate some or all of the following costs and expenses as Limited Common Expenses, the costs and expenses will be allocated among all of the Owners in proportion to their Allocated Interests.

A. Common Expenses attributable to only a particular Unit or class of Units shall be allocated to the Owner of the affected Unit(s);

B. Costs and expenses associated with the maintenance, repair, improvement or replacement of a Limited Common Element serving one or more Units among the Owners of the Units designated and otherwise authorized to use and enjoy the Limited Common Element;

C. Costs and expenses associated with utilities, including, without limitation, gas, electric, trash, water and sewer and other utility expenses, (unless and to the extent that these are separately metered or provided), among the Owners of the Units designated and otherwise authorized to use such utilities and services;

D. Costs and expenses associated with the maintenance, repair, improvement or replacement of chutes, flues, ducts, wires, conduits, bearing walls, bearing columns or other fixtures serving one or more Units, but less than all Units among the Owners of the Units

particularly benefitted by the chute, flue, duct, wire, conduit, bearing wall, bearing column or other fixture; and

E. Such other costs and expenses that the Board, in its reasonable discretion, determines benefits a limited class of Units and/or Owners.

9.7.3. In such event that the Board assessed a portion of the Regular Assessments as Limited Common Expenses, the Board shall assess such amounts only against the Unit(s) for which the Limited Common Expenses have been allocated. The Board shall allocate such Limited Common Expenses in a prorata manner based upon the respective size of each Unit to which the Limited Common Expense is being assigned (“**Designated Unit Allocated Limited Common Expense**”). The Association shall only assess the Unit its Designated Unit Allocated Limited Common Expense and not the Designated Unit Allocated Limited Common Expense allocated to another Unit. The Association shall not lien the Owner of a Unit who has paid its Designated Unit Allocated Limited Common Expense for an amount equal to the Designated Unit Allocated Limited Common Expense allocated to another Unit, when the Owner of the other Unit has failed to pay its Designated Unit Allocated Limited Common Expense. The Board shall send written notice to each of the affected Owners that their Unit may be assessed with a Limited Common Expense.

9.8. **Association Budget.** During the last three (3) months of each calendar year thereafter, the Board shall prepare or cause to be prepared an operating budget (“**Budget**”) for the next fiscal year. The Budget shall provide the allocation of any surplus funds remaining from any previous Budget period. Within ninety (90) days after adoption of any proposed Budget for the Association, the Board shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider the Budget. The meeting shall be not less than 14 nor more than 60 days after the mailing or other delivery of the summary. Such meeting may, but need not be, concurrent with the annual meeting of the Members as provided in the Bylaws. The Budget shall be considered by the Owners at that meeting whether or not a quorum of Owners is present and shall be deemed to be approved unless at least 51% of the weighted vote at the meeting veto the Budget. In the event that the proposed Budget is vetoed, the Budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent Budget proposed by the Board, as may be reasonably adjusted for inflation based upon the Consumer Price Index published in the Wall Street Journal and may also be adjusted to account for increases in any non-discretionary costs, expenses and fees imposed by third parties, such as property taxes, utilities and similar items.

9.9. **Special Assessments.**

9.9.1. In addition to the Regular Assessments, including Limited Common Expenses, and Reimbursement Assessments authorized in this Article 9, the Board may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance, or replacement of capital improvements (including related fixtures and personal property) to or upon or serving the Community, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Except in the event of an emergency, where no membership vote shall be required, the Board shall not levy a Special Assessment without the approval of the Unit Owners in the Community as provided below.

9.9.2. Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Owners no less than 30 or more than 60 days before the meeting. At the meeting, the presence of Owners in person or by proxy that are entitled to cast 50 percent of the weighted votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called pursuant to the same notice requirements, and the required quorum at this second meeting

shall be only 30 percent of the weighted votes in the Association. No such second meeting shall be held more than 60 days following the date of the first meeting.

9.9.3. Provided a quorum of Owners entitled to vote is present in person or by proxy in accordance with the quorum requirements set forth in the preceding paragraph, the Special Assessment shall be deemed to be approved, unless vetoed by the vote of Owners holding a majority of the weighted votes so present.

9.9.4. For purposes of this Section, the term “emergency” shall mean any circumstances or set of circumstances which pose an imminent threat of loss, damage or injury, actual or threatened, to persons or property. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Unit in the Community, provided that Special Assessments that benefit fewer than all of the Units shall be allocated exclusively to the Units benefited. Special Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owners of such Special Assessment, which due date shall be no earlier than 30 days after the giving of such notice.

9.10. **Reimbursement Assessments.** In addition to the Regular Assessments, including Limited Common Expenses, and Special Assessments authorized hereunder, the Board may levy against any Owner or Owners, at any time and from time to time, a Reimbursement Assessment. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board in the notice given to the Owner(s) of such Reimbursement Assessment, which date shall be no earlier than 30 days after the giving of such notice.

9.11. **Working Capital.** The Association shall establish an initial working capital fund equal to 1/4 of the yearly Regular Assessment for each Unit subject to the terms of this Declaration. The working capital fund may be used by the Association to cover the cost of initial expenses and any future expenses authorized by the Board for which there are insufficient budgeted funds. The initial working capital fund shall be established upon the conveyance of the first Unit in the Project by Declarant to a third-party purchaser. Upon acquisition of record title to a Unit from Declarant, each such new Owner shall contribute to the working capital fund of the Association an amount equal to 1/4 of the yearly Regular Assessment for that Unit for the year in which the new Owner acquired title. Such payments shall not be considered advance payments of Regular Assessments. The working capital fund deposit made by such new Owner shall be non-refundable. In the event that Declarant makes payment of any working capital on behalf of any Unit, such amount shall be reimbursable to Declarant by the Unit purchaser at the closing of the sale of the Unit by Declarant to such purchaser.

9.12. **Reserve Accounts.** The Association may, but is not obligated to establish or fund reserve accounts for capital improvements or repairs to the Community. Declarant has no obligation to establish or fund any reserve accounts.

9.13. **Misconduct.** If any Common Expenses or Limited Common Expenses are caused by the misconduct of any Owner, the Board may assess that expense exclusively against such Owner’s Unit as a Reimbursement Assessment.

9.14. **Effect of Nonpayment of Assessments; Remedies of the Association.**

9.14.1. Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Board from time to time, which shall not be less than 12 percent nor more than 21 percent per year, and the Board may also assess a late charge thereon and/or may assess a bad check charge in the amount of 10 percent of the bad check or \$50.00, whichever is greater. The

Board may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is delinquent. The delinquent Owner shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board may but shall not be required to record a Notice of Delinquent Assessment or charge against any Unit as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Owner and a description of the Unit.

9.14.2. The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property. The Association shall be entitled to purchase the Unit at foreclosure. The Association may also bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against said Owner's Unit in the discretion of the Association. No Owner may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit against which the Assessments are made.

9.14.3. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Unit Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

9.15. **Statement of Unpaid Assessments.** The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by facsimile transmittal or by certified mail, first class postage prepaid, return receipt requested, to the Association, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Unit, whether delinquent or not. The statement shall be furnished within 14 days after receipt of the request and is binding on the Association, the Board, and every Owner. If no statement is furnished either delivered personally or by facsimile transmission or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Unit for unpaid Assessments which were due as of the date of the request.

9.16. **Assessments for Tort Liability.** In the event of any tort liability against the Association which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

9.17. **Audit.** The Association shall prepare audits as may be required by the Act or as otherwise elected by the Association.

ARTICLE TEN **EMINENT DOMAIN**

10.1. **Definition of Taking.** The term "taking", as used in this Article 10, shall mean condemnation by eminent domain or sale under threat of condemnation.

10.2. **Representation in Condemnation Proceedings of Common Elements.** In the event of a threatened taking of all or any portion of the Common Elements, the Unit Owners hereby appoint the Association through such persons as the Board may designate to represent the Association and all of the Unit Owners in connection therewith. The Association shall act in its sole discretion with

respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of process on the Association shall constitute sufficient notice to all Unit Owners, and service of process on each individual Unit Owner shall not be necessary.

10.3. **Award for Common Elements**. Any awards received by the Association on account of the taking of Common Elements shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Unit Owners as their interests may appear. The rights of a Unit Owner and the mortgagee of a Unit as to any such distribution shall be governed by the provisions of the mortgage encumbering the Unit.

10.4. **Taking of Units**. If a Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must include compensation to the Owner for the acquired Unit and its Allocated Interests whether or not any Common Elements were acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units (as appropriate) in proportion to the respective Allocated Interests of those Units before the taking. Any remnant of a Unit remaining after part of a Unit is taken is thereafter a Common Element. Otherwise, if part of a Unit is acquired by eminent domain, the award must compensate the Owner for the reduction in value of the Unit and its interest in the Common Elements whether or not any Common Elements were acquired. Upon acquisition, unless the decree otherwise provides:

10.4.1. That Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit; and

10.4.2. The portion of Allocated Interests divested from the partially acquired Unit is automatically reallocated to that Unit and to the remaining Units (as appropriate) in proportion to the respective interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

10.5. **Miscellaneous**. The court decree shall be recorded in the Official Records. The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an amendment to the Declaration prepared, executed, and recorded by the Association.

ARTICLE ELEVEN **SPECIAL DECLARANT RIGHTS, DEVELOPMENT RIGHTS AND ADDITIONAL RESERVED RIGHTS**

The Declarant hereby reserves for itself and its successors, assigns and designees, including the Association at such time that Declarant elects to assign such rights to the Association, the following "**Special Declarant Rights**," "**Development Rights**" and "**Additional Reserved Rights**" for thirty years following the recordation of this Declaration, unless sooner terminated by the written election of Declarant, in its sole discretion (collectively the "**Reserved Rights**"). In all events, the exercise of the Reserved Rights is subject to compliance with applicable Town Development Approvals and Requirements.

11.1. **SPECIAL DECLARANT RIGHTS**.

11.1.1. **Completion of Improvements**. The right to complete Improvements indicated on plats and maps filed with the Declaration and/or provided for in the Town Development Approvals and Requirements, including the right to consolidate Units by inserting internal doors leading or connecting

adjacent Units, the right to construct storage areas and such other rights indicated on the Map or elsewhere in this Declaration.

11.1.2. **Exercise of Reserved Rights.** The right to exercise: (a) any Special Declarant Rights, Additional Reserved Rights or Development Rights reserved in this Article; or (b) any other rights reserved or existing under the provisions of this Declaration or the Act.

11.1.3. **Consolidation on Merger.** The right to merge or consolidate the Community with a reasonably similar common interest community as determined by Declarant.

11.1.4. **Amendment of Declaration.** The right to amend the Declaration in connection with the exercise of any Development Rights, Special Declarant Rights or Additional Reserved Rights.

11.1.5. **Amendment of Community Map.** The right to amend the Condominium Map in connection with the exercise of any Development Rights, Special Declarant Rights or Additional Reserved Rights.

11.2. **DEVELOPMENT RIGHTS.**

11.2.1. **Units.** The Declarant reserves the right to undertake any of the following actions with respect to the Common Elements and Units owned by the Declarant:

- A. Relocate boundaries between adjoining Units;
- B. Enlarge, reduce or diminish the size of Units, including incorporating Common Elements into a Unit;
- C. Subdivide a Unit into one or more additional Units;
- D. Enlarge, reduce or diminish the size of areas of the Common Elements;
- E. Convert Residential Units to Commercial Units or Commercial Units to Residential Units;
- F. Reduce or diminish the size of areas of the Common Elements; and
- G. Re-designate uses and activities occurring on the Common Elements, except for Limited Common Elements, which re-designation of uses and activities will require the consent of the Owner of the Unit to which the right to use Limited Common Element was assigned.

11.2.2. **Create Additional Buildings, Units and Common Elements.** The right to create or construct additional Buildings, Units, Common Elements and Limited Common Elements upon the Real Estate, to subdivide Units and to convert Units into Common Elements or to convert Common Elements into Units.

11.2.3. **Annex Additional Land or Units.** The right to add Units and to subject additional property located in the Town of Ridgway to the provisions of this Declaration.

11.2.4. **Withdraw Real Estate.** The right to withdraw Units owned by Declarant, and associated Common Elements, from the Community.

11.2.5. **Master Associations and Subordinate Association.** The right to create master associations and/or subordinate associations and to subject all or portions of the Real Estate to such master association or subordinate association;

11.2.6. **Relocate Boundaries of Units.** In exercising its Reserved Rights, Declarant may modify the boundaries of any Common Element and include areas associated with a Common Element into a Unit, provided that Declarant shall not reduce an area designated as a Limited Common Element without the consent of the Owner(s) of the Unit(s) to which the Limited Common Element has been assigned.

11.2.7. **Other Rights.**

A. The right to re-designate the use classification of a Unit from a Commercial Unit to Residential Unit and from a Residential Unit to a Commercial Unit;

B. The right to grant or withhold its approval and/or consent to any matter or action requiring the approval and/or consent pursuant to the Declaration;

C. The right to exercise any and all other Reserved Rights stated, established or otherwise reserved herein or otherwise allowed in the Act;

D. The right to amend the Declaration in connection with the exercise of any Reserved Rights; and

E. The right to amend the Condominium Map in connection with the exercise of any Reserved Rights.

11.3. **ADDITIONAL RESERVED RIGHTS.**

11.3.1. **Dedications.** The right to establish or obtain, from time to time, by dedication, grant or otherwise, utility and other easements or encroachment permits for purposes including but not limited to streets, paths, walkways, skyways, drainage, recreation areas, parking areas, ducts, shafts, flues, conduit installation areas, and to create other reservations, exceptions and exclusions for the benefit of and to serve the Owners within the Community.

11.3.2. **Use Agreements.** The right to enter into, establish, execute, amend, and otherwise deal with contracts, agreements and leases for the use, operation, lease, repair, maintenance or regulations of recreational facilities and/or Common Elements, which may or may not be a part of the Community.

11.3.3. **Grant Easement.** The right to grant and convey an easement over portions of the Common Elements to adjoining property owners or to the public to enable pedestrian and vehicular access and/or the extension of utilities to serve adjoining property, provided that the grant of such easement does not preclude uses and activities of the Common Elements contemplated by this Declaration.

11.3.4. **Other Rights.** The right to exercise any other right reserved to Declarant in this Declaration or the other Condominium Documents.

11.4. **Assignment of the Declarant Rights.** Declarant reserves the right to transfer and assign some or all of the Reserved Rights to any Person, which will be evidenced by a written assignment recorded in the Official Records, and upon such assignment, such assignee may elect to exercise any

assigned Reserved Rights subject to these Declarations and the Act and upon such election, the assignee shall assume all of the duties and obligations of the Declarant with respect to the Reserved Rights being so assigned. At such time that Declarant no longer owns a Unit in the Community, Declarant shall assign any and all Reserved Rights which Declarant continues to possess to the Association.

11.5. **No Further Authorizations Needed.** The consent of Owners or holders of Security Interests shall not be required for the Declarant or its assignees to exercise any Reserved Rights, and Declarant or its assignees may proceed without limitation at their option, subject to existing property use, zoning laws and any planned unit development requirements of the Town. Reserved Rights of the Declarant or its assignees may be exercised with respect to different parcels of the Community at different times. Additionally, Declarant or its assignees may exercise any Reserved Rights on all or any portion of the Community in whatever order is determined. Declarant or its assignees shall not be obligated to exercise any Reserved Rights or to expand the Community beyond the number of Units initially submitted.

11.6. **Amendment of the Declaration or Map.** If Declarant or its assignees elect to exercise any Reserved Rights, that party shall comply with the Act with respect to amending or supplementing the Map or the Declaration.

11.7. **Interpretation.** Recording of amendments to the Declaration and the Map pursuant to Reserved Rights in the Declaration shall automatically effectuate the terms and provisions of that amendment. Further, such amendment shall automatically vest in each existing Owner the reallocated Allocated Interests appurtenant to his Unit. Further, upon the recording of an amendment to the Declaration, the definitions used in this Declaration shall automatically be extended to encompass and to refer to the Community as expanded and to any Additional Improvements, and the same shall be added to and become a part of the Community for all purposes. All conveyances of Units after such amendment is recorded shall be effective to transfer rights in all Common Elements, whether or not reference is made to any Amendment of the Declaration or Map.

ARTICLE TWELVE **GENERAL PROVISIONS**

12.1 **Duration of Declaration.** The term of this Declaration shall be perpetual.

12.2 **Termination of Community.** The Community may be terminated only by the agreement of: (a) Owners holding at least 80% of the weighted votes in the Association, and (b) all Eligible Mortgagees. In the event of such termination, the provisions of Section 38-33.3-218 of the Act shall apply.

12.3 **Amendment of Declaration and Map.**

12.3.1 This Declaration may be amended by the Declarant in certain defined circumstances, including without limitation: (a) when the Declarant is exercising Reserved Rights hereunder, (b) for purposes of correcting clerical, typographical, or technical errors; or (c) to comply with the requirements, standards or guidelines of recognized secondary mortgage markets and agencies.

12.3.2 In addition to the foregoing, subject to the provisions of this Declaration (including, but not limited to, Section 12.5) this Declaration (including the Condominium Map) may be amended by the vote or agreement of Owners to which at least 51% of the weighted votes in the Association are allocated. Any amendment of a material adverse nature to Mortgagees shall require the consent of Eligible Mortgagees representing 51% of the weighted votes of Units subject to such Mortgages.

So long as Declarant has any rights or obligations under or pursuant to this Declaration or any of the other Condominium Documents (see Article Eleven above), any proposed amendment of any provision of the Condominium Documents shall require Declarant's prior written consent to such amendment. Any amendment made without Declarant's prior written consent as required herein shall be null and void and shall have no effect. The foregoing requirement for consent of Declarant to any amendment shall terminate at the option of the Declarant as set forth in a recorded instrument executed by Declarant, but in any event, shall terminate without further act or deed in accordance with the limitations set forth in Article Eleven above; *provided, however*, in no event shall the provisions of this paragraph limit the rights of Declarant in Section 12.5 below.

12.3.3 Pursuant to Section 38-33.3-217(4.5) of the Act which provides that except to the extent expressly permitted or required by other provisions of the Act, no amendment may change the uses to which any Unit is restricted in the absence of a vote or agreement of Owners to which at least 51% of the weighted votes in the Association for such Units are allocated. This limitation does not apply in instances where the Declarant is amending the Declaration and/or the Condominium Documents pursuant to its Reserved Rights, to the fullest extent allowed by the Act.

12.3.4 Under no circumstances shall any amendment to the Declaration, the Map or any of the Condominium Documents alter, limit, impair, reduce, eliminate, extinguish, terminate or otherwise affect the Reserved Rights of Declarant or any Unit owned by Declarant without the prior written consent and approval of Declarant, which Declarant may grant or withhold in Declarant's sole discretion.

12.3.5 An amendment to this Declaration shall be in the form of a "First (or Second, etc.) Amendment to Declaration and Map." With the exception of Declarant amendments, amendments to this Declaration shall be duly executed by the President and Secretary of the Association and recorded in the Official Records.

12.3.6 No amendment to this Declaration concerning any designated Town Enforceable Restrictions shall be effective unless approved by the Town, evidenced by its consent in the Declaration Amendment.

12.4 **Compliance; Enforcement.**

12.4.1 Every Owner and Occupant of a Unit in the Community shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in this Declaration and the Condominium Documents, and all approvals granted by the Board, as the same or any of them may be amended from time to time.

12.4.2 The Board shall have the following rights and remedies:

A. The right to levy and collect, after Notice and Hearing, reasonable fines for the violation of any of the foregoing matters which shall constitute a lien upon the violator's Unit. In the event that any Person, including an Occupant, guest, or invitee of a Unit violates the Condominium Documents and a fine is imposed, the fine may, but need not, first be assessed against the violator; however, if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine upon notice from the Board.

B. The right to levy and collect a Reimbursement Assessment against any Owner.

C. The right to enter upon any Unit within the Community, after giving the Owner or Occupant at least 5 days written notice of the nature of the violation (unless an emergency exists, in which case without notice), without liability to the Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation.

D. The right to cut off or suspend any or all Association services or benefits to the subject Owner or Occupant and his Unit until the violation is cured.

E. The right to suspend an Owner's right to vote (except that no notice or hearing is required if the Owner is more than 90 days delinquent in paying any Assessment).

F. The right to exercise self-help or take action to abate any violation of the Condominium Documents in a non-emergency situation (including removing personal property that violates the Condominium Documents).

G. The right to record a notice of violation with respect to any Unit on which a violation exists.

12.4.3 Failure by the Board to exercise any of the rights available to it under this Section 12.4 shall in no event be deemed a waiver of the right to do so in any other instance.

12.4.4 A decision by the Association and its Board not to enforce a particular provision shall not prevent the Association from enforcing the same provision at a later time or prevent the enforcement of any other covenant, restriction, or rule.

12.4.5 The Town is authorized to enforce compliance with a violation of a Town Enforceable Restrictions as established by and in the manner provided for in this Declaration.

12.5 Agreement to Encourage Alternative Dispute Resolution.

12.5.1 For purposes of this Section 12.5 only, the following terms have the following meanings:

(a) “AAA” means the American Arbitration Association.

(b) “**Claimant**” means any Party having a Claim.

(c) “**Claim**” means, except as excluded or exempted by the terms of this Section 12.5 (including Section 12.5.3 below), any claim, counterclaim, cross-claim, third-party claim, grievance or dispute between one Party and another, regardless of how it may have arisen or on what it might be based (including, but not limited to, damages, indemnity or contribution), including, without limitation, disputes arising out of or related to: (i) the interpretation, application or enforcement of any Condominium Document or the Limited Warranty; (ii) the location, size, planning, sale, development, design, construction and/or condition of the Units and Community, including, without limitation, the soils of the Community; and (iii) any statements, representations, promises, warranties, or other communications allegedly made by or on behalf of any Party relating to the foregoing.

(d) “**Inspecting Party**” means a Party causing an inspection of the Subject Property to be made.

(e) “**Limited Warranty**” means a written limited warranty given to a Party related to a Unit.

(f) **“Party”** means each of the following: (i) Declarant and its officers, owners, employees and agents (collectively, **“Declarant Affiliates”**); (ii) all Owners, the Association and all other Persons subject to this Declaration, their officers, owners, employees, and agents; (iii) any builder of any portion of the Project and its officers, owners, employees and agents; and (iv) any Person not otherwise subject to this Declaration who agrees to submit to this Section 12.5.

(g) **“Respondent”** means any Party against whom a Claimant asserts a Claim.

(h) **“Subject Property”** means the property and all improvements thereon regarding which a Party contends a defect exists or another Claim pertains and/or property and all improvements thereon being inspected and/or repaired under the inspection right in Section 12.5.4 below.

(i) **“Termination of Mediation”** means a period of time expiring 30 days after a mediator has been agreed upon by the Parties or chosen by AAA if the Parties cannot agree or within such other time as agreed to by the Claimant and Respondent in writing, and upon the expiration of which the Claimant and Respondent have not settled the Claim.

12.5.2 Intent of Parties; Applicability of Article; and Applicability of Statutes of Limitations.

(a) Each Party agrees to work towards amicably resolving disputes, without the emotional and financial costs of litigation. Accordingly, each Party agrees to resolve all Claims only by using the procedures in this Section 12.5, and not by litigation. Further, each Party agrees that the procedures in this Section 12.5 shall be the sole and exclusive remedial process that each Party shall have for any Claim. Should any Party commence litigation or any other action against any other Party in violation of this Section 12.5, such action shall be dismissed and such Party shall reimburse all costs and expenses, including attorneys’ fees and court costs, incurred by the other Party in such litigation or action within 10 days after written demand.

(b) By accepting a deed for a Unit, each Owner agrees to be bound by and to comply with this Section 12.5.

(c) The Parties agree that no Claim may be commenced after the date set forth in an applicable Limited Warranty, and if the Claim is not covered by such Limited Warranty, then when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation and/or statute of repose or as otherwise limited by this Section 12.5.

12.5.3 Unless specifically exempted by this Section 12.5, all Claims between any of the Parties shall be subject to the provisions of this Section 12.5. Notwithstanding the foregoing, unless all Parties thereto otherwise agree in writing, “Claim” does not include the following and shall not be subject to the provisions of this Section 12.5:

(a) Any action by the Association to enforce the provisions of the Condominium Documents (other than this Section 12.5) against an Owner or Occupant;

(b) Any action by the Association to assess or collect any Assessments or to enforce or foreclose any Assessment Lien;

(c) Any action, suit or proceeding to compel arbitration of a Claim or to enforce any award or decision of an arbitration conducted in accordance with this Section 12.5 or to enforce the terms of any written settlement agreement of a Claim;

(d) Any action pursuant to the provisions of this Declaration concerning mechanics liens.

12.5.4 Notice and Right to Inspect and Correct.

(a) Before the earlier of, as applicable (i) the delivery of a Notice of Claim as described in Colorado's Construction Defect Action Reform Act ("CDARA"), or (ii) initiating arbitration under Section 12.5.7 below (each referred to herein as "**Commencing a Claim**"), the Claimant shall provide notice to everyone Claimant contends contributed to the alleged problem. The notice shall state plainly and concisely:

The nature of the Claim, including all Persons involved and each Respondent's role in the Claim;

The legal or contractual basis of the Claim (i.e., the specific authority out of which the Claim arises); and

The specific relief and/or proposed remedy sought.

(b) Additionally, if the Claim involves an alleged defect or damage to any improvement or real property, then prior to Commencing a Claim, Claimant shall also provide Respondent, for a period of 60 days after delivery of the foregoing notice ("**Inspection/Correction Period**"), the right to access, inspect, correct the condition of, or redesign any portion of any improvement or real property allegedly containing a defect or damage or otherwise correct the alleged defect or damage. In exercising these inspection and correction rights, the Inspecting Party and Respondent shall:

(i) Act carefully to avoid unreasonable intrusion on, or harm, damage or costs to the other Party including using its best efforts to avoid causing any damage to, or interference with, any improvements on the Subject Property at issue;

(ii) Minimize any disruption or inconvenience to any Person who occupies the Subject Property;

(iii) Remove daily all debris caused by the inspection and remaining on the Subject Property; and

(iv) In a reasonable and timely manner, at the sole cost and expense of the Inspecting Party, promptly remove all equipment and materials from the Subject Property, repair and replace all damage, and restore the Subject Property to its pre-inspection condition unless the Subject Property is to be immediately repaired.

The Inspecting Party and Respondent shall not permit any lien, claim or other encumbrance arising from the inspection to attach to the Subject Property.

12.5.5 In the event that (a) by the end of the Inspection/Correction Period described above, Respondent has elected not to access, inspect, correct the condition of, or redesign any portion of any improvement or real property allegedly containing a defect or damage or otherwise correct the alleged defect or damage, (b) by the end of the Inspection/Correction Period, Claimant is unsatisfied with such actions undertaken by Respondent under Section 12.5.4(b) above, or (c) the Claim does not involve an alleged defect or damage of any improvement or real property, then before Commencing a Claim against any Respondent, the Parties shall first make every reasonable effort to meet in person and confer to resolve the Claim by good faith negotiation. The Parties shall seek to understand clearly the Claim and

resolve as many aspects or issues as possible. Any Party may be represented by attorneys and independent consultants to assist such Party, including by attending all negotiations.

12.5.6 If the Parties cannot resolve the Claim through negotiations under Section 12.5.5 above after attempting to do so for 20 days, Claimant shall have an additional 15 days to submit the Claim to mediation under the auspices of the AAA under the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

(a) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have fully and finally waived the Claim for all purposes, such that Respondent shall be deemed released and discharged from all liability to Claimant for such Claim.

(b) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If mediation ends without a settlement, the mediator shall issue a notice of Termination of Mediation. This notice shall state that the Parties are at an impasse and the date that mediation was terminated.

(c) Each Party shall pay its own costs of the mediation, including its own attorneys' fees. Each Party shall share equally all of the mediator's charges. The mediation proceedings shall be conducted at a mutually agreeable location in the City and County of Denver, Colorado.

(d) If the Parties resolve any Claim through negotiation or mediation under Section 12.5.5 above or this Section 12.5.6, and any Party later fails to comply with a written settlement agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such written agreement without the need to again comply with such procedures. In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including, without limitation, attorneys' fees and costs.

12.5.7 Commencing a Claim.

(a) Only after receiving a notice of Termination of Mediation may a Claimant Commence a Claim.

(b) At least 60 days before the Association Commences a Claim, the Board must first also comply with the following:

(i) Provide notice to all Owners ("**Homeowner Notice**") in accordance with §303.5 of the Act, if applicable, and also include in such notice the following:

(1) The Approval Deadline (defined below);

(2) If the Association were to prevail, what the Board expects that the Association may recover from the Respondent(s);

(3) Whether the Board intends to enter into a contingency fee arrangement with the attorneys' representing the Association, and how much of the amount the Association recovers from the Respondent(s) will be paid to the attorney(s). What the Board estimates that, in addition to attorney fees, the Association will incur for consultants, expert witnesses, depositions, filing fees, and other expenses of pursuing the Claim;

(4) If the Association makes a Claim and does not prevail, what the Board expects the Association will incur in witness and attorneys' fees and other costs;

(5) If the Association does not recover from the Respondent(s), what it may have to pay to repair or replace any claimed defective work;

(6) A statement that until any claimed defective work is repaired or replaced, or until the Claim is concluded, the market value of the affected Units could be adversely affected;

(7) A statement that until any claimed defective work is repaired or replaced, or until the Claim is concluded, Owners of affected Units may have difficulty refinancing and prospective buyers of the affected Units may have difficulty obtaining financing. In addition, a statement that certain federal underwriting standards or regulations prevent refinancing or obtaining a new loan in projects where a construction defect is claimed. In addition, a statement that certain lenders as a matter of policy will not refinance or provide a new loan in projects where a construction defect is claimed;

(8) An estimate of the length of time it will take to reach a final resolution of the Claim (including appeals);

(9) How the Association intends to finance the pursuit of the Claim (i.e., Special Assessments);

(10) An affirmation from each Board member voting in favor of pursuing the Claim that the foregoing are true and correct; and

(11) Any statement desired to be included in the notice by any Board member voting against pursuing the Claim.

(ii) Require that repair estimates be given by contractors other than those recommended by the Association's attorneys.

(iii) Prior to the Association Commencing a Claim, the Association must also first obtain the prior written approval to pursue the Claim from Owners of Units to which a majority of the total votes in the Project (excluding votes allocated to Units owned by Declarant) are allocated. The Association must obtain such written approval within 60 days after delivery of the Homeowner Notice or the Claim is deemed fully and finally released and may not be brought in any manner by the Association ("**Approval Deadline**").

(c) A Claim is commenced only by:

(i) If the Claim is governed by CDARA, delivering a Notice of Claim under CDARA to Respondent(s). If the Parties fail to reach agreement on an offer of settlement pursuant to CDARA's Notice of Claim process (C.R.S. §13-20-803.5) and the Claimant elects to proceed with the Claim, then the Claim may proceed only by way of the arbitration procedures set forth below, and not by way of litigation. Final, binding arbitration of the Claim shall be conducted under the auspices of the AAA and its Commercial or Construction Industry Arbitration Rules, as appropriate. Claimant must provide to Respondent a "Notice of Intent to Arbitrate," within 20 days after the conclusion of the offer of settlement procedures set forth in C.R.S. §13-20-803.5. If Claimant does not timely initiate final, binding arbitration of the Claim and timely provide a Notice of Intent to Arbitrate to Respondent, then

Claimant shall be deemed to have waived the Claim, and Respondent shall be deemed fully and finally released and discharged from all liability to Claimant for such Claim.

(ii) If the Claim is not governed by CDARA, then only by the arbitration procedures set forth below, and not by way of litigation. Final, binding arbitration of the Claim shall be conducted under the auspices of the AAA and its Commercial or Construction Industry Arbitration Rules, as appropriate, in which event Claimant shall provide to Respondent a "Notice of Intent to Arbitrate," within 20 days after receiving the notice of Termination of Mediation. If Claimant does not timely initiate final, binding arbitration of the Claim and timely provide a Notice of Intent to Arbitrate to Respondent, then Claimant shall be deemed to have waived the Claim, and Respondent shall be deemed fully and finally released and discharged from all liability to Claimant for such Claim.

The following arbitration procedures shall govern each arbitrated Claim:

(1) The arbitrator must be a person qualified to consider and resolve the Claim with the appropriate industry and/or legal experience.

(2) No Person shall serve as the arbitrator where that Person has any financial or personal interest in the arbitration or any family, social or significant professional acquaintance with any Party to the arbitration. Any Person designated as an arbitrator shall immediately disclose in writing to all Parties any circumstance likely to affect the appearance of impartiality, including any bias or financial or personal interest in the arbitration ("**Arbitrator Disclosure**"). If any Party objects to the service of any arbitrator within 14 days after receipt of the Arbitrator's Disclosure, such arbitrator shall be replaced in the same manner as the initial arbitrator was selected.

(3) The arbitrator shall hold at least one hearing in which the Parties, their attorneys and expert consultants may participate. The arbitrator shall fix the date, time and place for the hearing. The arbitration proceedings shall be conducted at a mutually agreeable location in the City and County of Denver, Colorado.

(4) The arbitration shall be presided over by a single arbitrator.

(5) Other than the deposition of experts and Claimant, no formal discovery shall be conducted without an order of the arbitrator or express written agreement of all Parties.

(6) Unless directed by the arbitrator, there shall be no post-hearing briefs.

(7) The arbitration award shall address each specific Claim to be resolved in the arbitration, provide a summary of the reasons therefore and the relief granted, and be rendered no later than 14 days after the close of the hearing, unless otherwise agreed by the Parties. The arbitration award shall be in writing and shall be signed by the arbitrator.

(8) The arbitrator determines all issues about whether a Claim is covered by this Article 20. Notwithstanding anything herein to the contrary (including, but not limited to, Section 12.5.7(c)(9) and Section 12.5.7(c)(10) below), if a Party contests the validity or scope of arbitration in court, the arbitrator or the court shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party.

(9) The arbitrator shall apply the substantive law of Colorado with regard to any remedy granted. The arbitrator may award injunctive relief or any other remedy available in Colorado but shall not have the power to award punitive damages, attorneys' fees and/or costs to the prevailing Party. Except as set forth in Section 12.5.7(c)(8) above, each Party is responsible for any fees

and costs incurred by that Party. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court of competent jurisdiction.

(10) The Parties shall pay their pro rata share of all arbitration fees and costs, including, without limitation, the costs for the arbitrator and their consultants.

(11) The arbitrator shall have authority to establish reasonable terms regarding inspections, destructive testing and retention of independent consultants.

(12) Except as may be required by law or for confirmation of an arbitration award, and except as otherwise provided in this Section 12.5, neither a Party nor an arbitrator may disclose the existence or contents of any arbitration without the prior written consent of all Parties to the arbitration.

12.5.8 THE PROVISIONS OF THIS SECTION 12.5 INURE TO THE BENEFIT OF DECLARANT AND THE DECLARANT AFFILIATES (AND ALL OTHER PARTIES DESCRIBED ABOVE) AND, NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION, INCLUDING, WITHOUT LIMITATION, THE PROVISIONS OF SECTION 12.3 ABOVE, SHALL NOT EVER BE AMENDED WITHOUT THE WRITTEN AND RECORDED CONSENT OF DECLARANT, WITHOUT REGARD TO WHETHER DECLARANT OWNS ANY UNIT AT THE TIME OF SUCH AMENDMENT. BY TAKING TITLE TO A UNIT, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE TERMS OF THIS SECTION 12.5 ARE A SIGNIFICANT INDUCEMENT TO DECLARANT'S AND THE DECLARANT AFFILIATES' WILLINGNESS TO DEVELOP AND SELL THE UNITS AND THAT IN THE ABSENCE OF THE PROVISIONS CONTAINED IN THIS SECTION 12.5, DECLARANT AND THE DECLARANT AFFILIATES WOULD HAVE BEEN UNABLE AND UNWILLING TO DEVELOP AND SELL THE UNITS FOR THE PRICES PAID BY THE ORIGINAL BUYERS.

IN ANY EVENT, ANY AMENDMENT TO OR DELETION OF ALL OR ANY PORTION OF THIS SECTION 12.5 SHALL NOT APPLY TO CLAIMS BASED ON ALLEGED ACTS OR OMISSIONS THAT PREDATE SUCH AMENDMENT OR DELETION.

THE TERMS OF THIS SECTION 12.5.8 SHALL NOT BE LIMITED BY THE PROVISIONS OF ARTICLE 11 ABOVE OR ANY OTHER PROVISION OF THIS DECLARATION.

12.5.9 IN THE EVENT THAT A COURT FINDS THAT THE DISPUTE RESOLUTION PROCEDURES SET FORTH IN THIS SECTION 12.5 ARE UNENFORCEABLE AND AS A RESULT A PARTY IS ALLOWED TO BRING A CLAIM IN COURT, ALL PARTIES AGREE THAT ANY LAWSUIT, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT IN COURT SHALL BE TRIED ONLY BY A JUDGE AND NOT BY A JURY; AND EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND INTELLIGENTLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT.

12.6 **Rights of Mortgagees.**

12.6.1 Each Eligible Mortgagee shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a Mortgage held, insured or guaranteed by such Eligible Mortgagee;

(b) Any sixty-day delinquency in the payment of Assessments or other charges owed by an Owner whose Unit is subject to the Mortgage;

(c) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; and

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

12.6.2 Any Mortgagee shall be entitled to pay any taxes or other charges which are in default and which may or have become a lien against the Common Elements and may pay any overdue premiums on hazard or general liability insurance policies covering the Common Elements, and shall be entitled to immediate reimbursement therefor from the Association, unless the Association is contesting any unpaid taxes or other charges and has set aside sufficient funds to pay the contested amounts if necessary.

12.6.3 In the event of a distribution of insurance proceeds or condemnation awards allocable among the Units for losses to, or taking of, Units and/or all or a part of the Common Elements, neither the Owner nor any other Person shall take priority in receiving the distribution over the right of any First Mortgagee who is a beneficiary of a First Mortgage against a Unit.

12.6.4 If this Declaration or any Condominium Documents require the approval of any Eligible Mortgagees then, the Association shall send a dated, written notice and a copy of any proposed amendment by certified or registered mail "return receipt" requested to such Eligible Mortgagee at its most recent address as shown on the recorded deed of trust or recorded assignment thereof, or as otherwise delivered by such Eligible Mortgagee to the Association. An Eligible Mortgagee that does not deliver to the Association a negative response within sixty days after the date it receives proper notice shall be deemed to have approved the proposed amendment.

12.7 **Notice.** Each Owner shall register its mailing address from time to time with the Association. Except as otherwise specifically provided in this Declaration, any notice permitted or required to be given hereunder to an Owner shall be in writing and may be delivered either personally, or by facsimile transmission, or by mail. Notices delivered personally or sent by facsimile transmission to an Owner shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail, certified and return receipt requested, with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Association, or in the case of an Owner that has not provided such an address, to the Unit of that Owner. Notices to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

12.8 **No Dedication to Public Use.** Nothing contained in this Declaration shall be deemed to be or to constitute a dedication of all or any part of the Community to the public or to any public use except as may be required by the Town Development Approvals and Requirements and Requirements

12.9 **Safety and Security.** Each Owner and Occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property in the Community. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to promote or enhance the level of safety or security which each person provides for himself or herself and his or her property. However, the Association, the Declarant (and any officers, owners, employees and agents thereof) and the Managing Agent, shall not in any way be considered insurers or guarantors of safety or security within the Community, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of

security measures undertaken. No representation or warranty is made that any systems or measures, including security monitoring systems or any mechanism or system for limiting access to the Community, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing any Occupants of such Owner's Unit that the Association, its Board and committees, the Declarant (and any officers, owners, employees and agents thereof) and the Managing Agent are not insurers or guarantors of security or safety and that each Person within the Community assumes all risks of personal injury and loss or damage to property, including Units and Common Elements and the contents of Units, resulting from acts of third parties.

12.10 **Interpretation of Declaration.** The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community, and to the extent possible, shall be construed so as to be consistent with the Act.

12.11 **Conflict With Condominium Map.** In the event of any conflict or inconsistency between the provisions of this Declaration and the Condominium Map, the provisions of said Condominium Map shall govern and control and this Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of said Condominium Map.

12.12 **Conflict With the Act.** In the event of any conflict or inconsistency between the provisions of the Condominium Documents and the Act and/or the Colorado Revised Nonprofit Corporation Act, the respective provisions of the Act and/or the Colorado Revised Nonprofit Corporation Act shall govern and control and the Condominium Documents shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of the Act and/or the Colorado Revised Nonprofit Corporation Act and only to the extent amendments do not conflict with the Town Development Approvals and Requirements and Requirements.

12.13 **Governing Law; Jurisdiction.** The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Except as otherwise provided in this Declaration (including, but not limited to, Section 12.5) any legal action brought in connection with this Declaration shall be commenced in the District Court for Ouray County, Colorado, and by acceptance of a deed to a Unit each Unit Owner voluntarily submits to the jurisdiction of such court.

12.14 **Costs and Attorneys' Fees.** Except as otherwise provided in this Declaration (including, but not limited to, Section 12.5), in any action or proceeding involving the interpretation or enforcement of any provision of this Declaration, the substantially prevailing party shall recover its costs and expenses, including reasonable expert witness and attorneys' fees and costs incurred in connection therewith. An action shall be commenced only in a state court of competent jurisdiction located in Ouray County, Colorado.

12.15 **Severability.** The provisions of this Declaration shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Declaration, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) the invalid or unenforceable provision shall be reformed, to the minimum extent required to render such invalid or unenforceable provision enforceable in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (b) the remainder of this Declaration and the application of such provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision.

12.16 **Captions**. Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

12.17 **Singular Includes Plural**. Unless the context requires a contrary construction, as employed in this Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

IN WITNESS WHEREOF, the Declarant does hereby adopt, execute and publish this Declaration, intending it to become effective as of the Effective Date.

DECLARANT:

Alpine Homes-Ridgway, LLC,
a Colorado limited liability company

By: _____
Joel A. Cantor, Manager

Date: _____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 202__, by Joel A. Cantor, as the Manager of Alpine Homes-Ridgway, LLC, a Colorado limited liability company.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT A
(Legal Description of the Real Estate)

LOT 1, TRIANGLE SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1992 UNDER RECEPTION NO. **150643**; AND THE PLAT OF SURVEY RECORDED JANUARY 26, 1995 UNDER RECEPTION NO. **158652**, AND THE PLAT OF SURVEY RECORDED DECEMBER 8, 1994 UNDER RECEPTION NO. **158254**;

EXCEPT A PARCEL OF LAND WITHIN LOT 1 OF THE TRIANGLE SUBDIVISION, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, CONVEYED IN THE DEED RECORDED JANUARY 2, 2008 UNDER RECEPTION NO. **196855**, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°35'07" EAST (BASIS OF BEARING, OURAY COUNTY CONTROL) ALONG THE SOUTH LINE OF SAID LOT 1, 119.59 FEET; THENCE NORTH 15°16'17" EAST, 169.01 FEET; THENCE NORTH 12°11'40" EAST, 255.36 FEET; THENCE 359.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A CENTRAL ANGLE OF 34°18'00", A RADIUS OF 600.00 FEET AND A CHORD OF NORTH 04°57'20" WEST, 353.85 FEET; THENCE NORTH 22°06'19" WEST, 60.00 FEET; THENCE NORTH 25°22'43" WEST, 68.43 FEET; THENCE NORTH 30°05'32" WEST, 159.64 FEET; THENCE NORTH 38°54'53" WEST, 43.57 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE SOUTH 01°31'23" WEST ALONG THE WEST LINE OF SAID LOT 1, 1057.93 FEET BACK TO THE POINT OF BEGINNING,

ALL IN THE TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO.

EXHIBIT B
(Allocated Interests)

Exhibit B will be appended to and included in this Declaration at a later time, which will be prepared by Declarant upon the completion of the improvements in the Community and be included in an amendment or supplement to this Declaration

Document	Pg	Sht Name	Utility	Previous Comment or summary of it	Comment
Civil	1	C-1	title		The is a signature line for Town approval. The Town does not sign the engineering plans for development. The Town will provide a statement that the plans of "X" have been reviewed and approved for construction.
Civil	2	C-2			Abbreviation list is missing at least TW, BW, DEF, HP
Civil	4	SP-1			Not finding the width of the trail on the south end of the parcel
Civil	5	Util-1	Water, sewer		The plan drawings for the water and sewer do not match the sizing table in the lower left. Both should be updated to match when the same info is provided in both. Is it clear that the contractor should use the sizes in the table? Additional comments on water and sewer sizing are provided below
Civil	5	Util-1	Water, sewer		It would helpful for the contractor if the width of the easement to the south by Citizen State Bank was shown here and on other sheets. It's a narrow work area.
Civil	5	Util-1	sewer		There is a note on Lot 2 that says "..conceptual sewer main extension. Not a part of this project". See also SS-3. Installation of this line is part of the construction that needs to be completed as part of the project.
Civil	5	Util-1	dry		Are the E/T/F lines shown within an utility easement on Riverfront Dr
Civil	5	Util-1			Note 7 should probably clarify when what lines need encasement
Civil	5	Util-1		We requested a note regarding as built requirements. SET says its added	Did not find note
Civil	6	GP-1	site layout		There are some areas that appear to lack layout information e.g. Riverfront Dr south of M2 and M3 etc.
Civil	8	SW-1			The Drainage report says that each drywell will be analyzed during construction to ensure the bottom is gravel. We did not find this note on the construction plans.
Civil	9	SW-2	Retaining wall	Added a detail for the retaining walls. We have the following questions on it: How close are the walls to property line at the various locations. How does soil moisture get out from behind the wall? There is storm water proposed to run by the walls in several locations and in others over the wall. How will that impact the stability of the wall. Does a wall being over a drywell adversely impact either? Does the wall have the strength to withstand the loads from the trash truck on the south line	Response says to see Stormwater response document. Please direct us to those reponses. What are the foundation details? Note that per 2018 IBC 105.2 retaining walls that are not over 4 feet tall in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids are exempt from a building permit.

Civil	9	X-1	emergency access		Which detail section is intended for the off site emergency access
		RD sheets	emergency access	Not finding alignment or elevation for the gravel road	Response says see HC-1 and GP-1. Not finding alignment or elevations for either of the gravel emergency routes on the plans
Civil	10	X-1	Sewer X'g		The grade adjustment of water service over or under sewer needs to be gradual enough to not trap air. The deflection shown in the detail maybe problematic for the fire lines
Civil	15	SS-1	Sewer		What are the dots in and to the right of MH O-1-D
Civil	15	SS-1	Sewer		Why are there two sewer services on the Riverfront Dr line to M2? Seems like they could come off line in Alpine loop and avoid needing to cross the water main.
Civil	21	HC-2	Rd		How does one locate the curves on the ground
Civil	22	HC-3	Water		What are DEF couplings. Why are there couplings on relatively straight sections of the water line. Every coupling is a place for a leak. Only fittings that are needed should be installed. Please justify or remove the DEF couplings
Civil	22	HC-3	Water		The list of fittings should include the type of ends. For example, elbows typically are MJ and fittings like the tees for hydrants should be flange end when there is gate valve attached. The gate valves are typically FE X MJ.
Civil	22	HC-3	Water		Why are the gate valves not shown on this sheet. If they were removed for "clarity", that should be noted.
Civil	22	HC-3	Water		Node 15 says it's a DEF coupling and is shown a little from the water line bend. There is no node at the 45 degree bend. Think Node 15 should be moved and labelled a 45 MJ bend.
Civil			Project Layout	SET 9/27/21 Response: The Horizontal Control Plans have been updated to include northings and eastings and additional control sheets have been provided as well. We do not provide our CAD drawings to Agencies since it is not an industry standard and for liability and proprietary reasons.	Control has been added. We have not checked its accuracy or adequacy. We did not find a basis for the coordinates or the elevations. These should be provided. The response says CAD files will not be provided. Note that CAD dwg and GIS shape files are required as part of the record drawing submittal to close the project.
Civil			Project Layout	The plans should note the staking requirements.	Did not find staking requirements on the plans
App 6			CM 2 restroom	Response says additional restroom incorporated	Not seeing that reflected in App 6 or 7

CDOT				SET Response: The highway improvements are limited to the entrance as shown on the plans per CDOT direction and the re-stripping of the highway per CDOT's direction. CDOT has requested that we obtain Town approval of the land use prior to continuing the construction permit process. We will continue coordinating with CDOT to obtain their approval prior to construction.	The Town would appreciate being copied n submittals to CDOT.
Civil	9	X-1		The river side of the trail has a 2' catch slope on the river side and the lot side there is a 2' slope to a drainage and 2' up to a retaining wall. The plat shows a 10' easement. A minimum 14' easement is needed.	14' easement added. The maximum slope on the river side should not exceed 6:1 and in no case be steeper than 4:1. Does that work with the topography. It'd the Town's recollection that there was to be a soft trail beside the concrete trail. We did not find that on the plans
		Storm		Looks like runoff from M1 will run along a retaining wall to get to drywells C & E. Several f the drywells adjoin a retaining wall and Drywell C runs under a retaining wall	Response says addressed in storm response document. Not finding that document
		Storm		The plans show storm water discharging onto the Town property on the slope to the river. Previous comment asked for riprap details. We are not finding those on the new plans. Please let us know where those details are on the plans	Response says addressed in storm response document. Not finding that. Have they requested the easement for the drains from the Town yet?
		Storm		Concern that water should not be running next to retained walls	Response says addressed in storm response document. Not finding that document
		storm		Prior response to Town concern that water is shown running over a retaining wall says "What little water comes off of the north side of the townhomes will sheet drain over the wall. This is not an issue." Water running over a boulder retaining is not a good idea. The storm report shows the townhouses in 3 different basins. It looks like to reach drywell D water will need to sheet over the wall. Their storm report shows about 180 gpm will flow over the wall in a 25 year event. There would be more in a larger event.	Response says addressed in storm response document. Not finding that document
		storm		There are drywells close to the river trail. Will the moisture undermine the walkway foundation?	UE Response: Please refer to the Stormwater response document. Did not find this addressed
Plat	1				Basis of bearing is blank.
Plat	2	Note 9			Notes 9a, b, and c do not convey utility easements to the Town. If Town owned and maintained utilities are to be located on private property the easement for those needs to be conveyed to the Town.
Plat	3				See pdf comments on attached sheet.

Plat					Not finding the dedications for the additional easements on Lot 2.
Irrigation	IR-1				Are the pumps outside the easement being dedicated to the Town
Irrigation	IR-1				It looks like there is a conflict between the south tank and the dry utilities
App-4	pg 1				The last paragraph says there is a second supply loop that runs from Building M2 north to M1. I am not seeing that line. If that line is no longer included in the project how does it change the conclusions of this report.
App -4	Fire			Cut sheet submitted on 1/26/2021: Pilot Tube was 2.5" Hose Monster with built-in pilot	As noted before, the tester was concerned the pitot was put in backwards which implies a smaller pitot was inserted. Please provide the field logs to confirm what equipment was used.
App-4	pg 2				The 4th paragraph says "further review with the city regarding the various occupancy types should be performed to confirm any changes to the distance between hydrants. The construction plans need to show the final locations of the hydrants. All calcs related to hydrant spacing need to be completed before the construction plans are finalized.
App-4	pg 3				Narratives on the buildings mention that the Town witnessed the results. The Town notes of our observation show a different residual pressure with water flowing. Please provide Dynamic's field notes.
App-4	pg 3				For each building App-4 concludes the lines sizes are adequate. Where are the calculations to support that conclusion
App-4	pg 4	D1-5			app 4 calls for a 1.5" fire line to each duplex. This conflicts with the plan on Util-1 which shows an individual unit. Which is the plan
App-4	pg 4				App-4 does not appear to be signed by a Colorado PE
App-5					This sheet is another copy of Util-1 in the civil plans. Why is it included. If it is needed it should be stamped by an PE. Also see comments above about discrepancies between the notes in the lower left and what is shown on the graphics.
App-6	pg 1				Covers water and sewer usage. Who prepared this document?
App-6	pg 1				What is CDPHE CCR 1003-9. Did not find anything when I googled it.
App-6	pg 1				Why are there two different commercial calcs. What is the basis for 25 gpd per occupant? What is the basis for the 0.3 EQ per retail space.

App-6	pg 1		Total use		I count 38 residential unit. On Commercial, if you assume 2.75 people per EQR, the upper commercial calc comes to 7 EQR which totals about 45 units. What is the basis for 43?
App-6	pg 2	CM			The fixture count lists one restroom, the SET response says a second restroom has been added. Which is correct?
App-7		CM			Based on the fixture count in the IPC a 1" water tap works. What is the basis for the 1.5"
App-7		D1-5			The 1.5" combined fire and domestic lines contradicts Util 1, App 4, and town standards the latter of which requires separate fire and domestic lines
App-7		D1-5			Is 125 amp electrical service adequate?
App-7		M1 A & B			Based on the fixture count in the IPC a 1" water tap works. What is the basis for the 1.5"
App-7		M2, M3	Sewer		The App says sewer services are 6" but Util-1 shows individual lines to each unit. Please correct the discrepancy
App-7		M2, M3	Water		Based on the fixture count in the IPC a 1" water tap works. What is the basis for the 1.5"

AGENDA ITEM #8

Lena Street Commons Deed Restricted Units

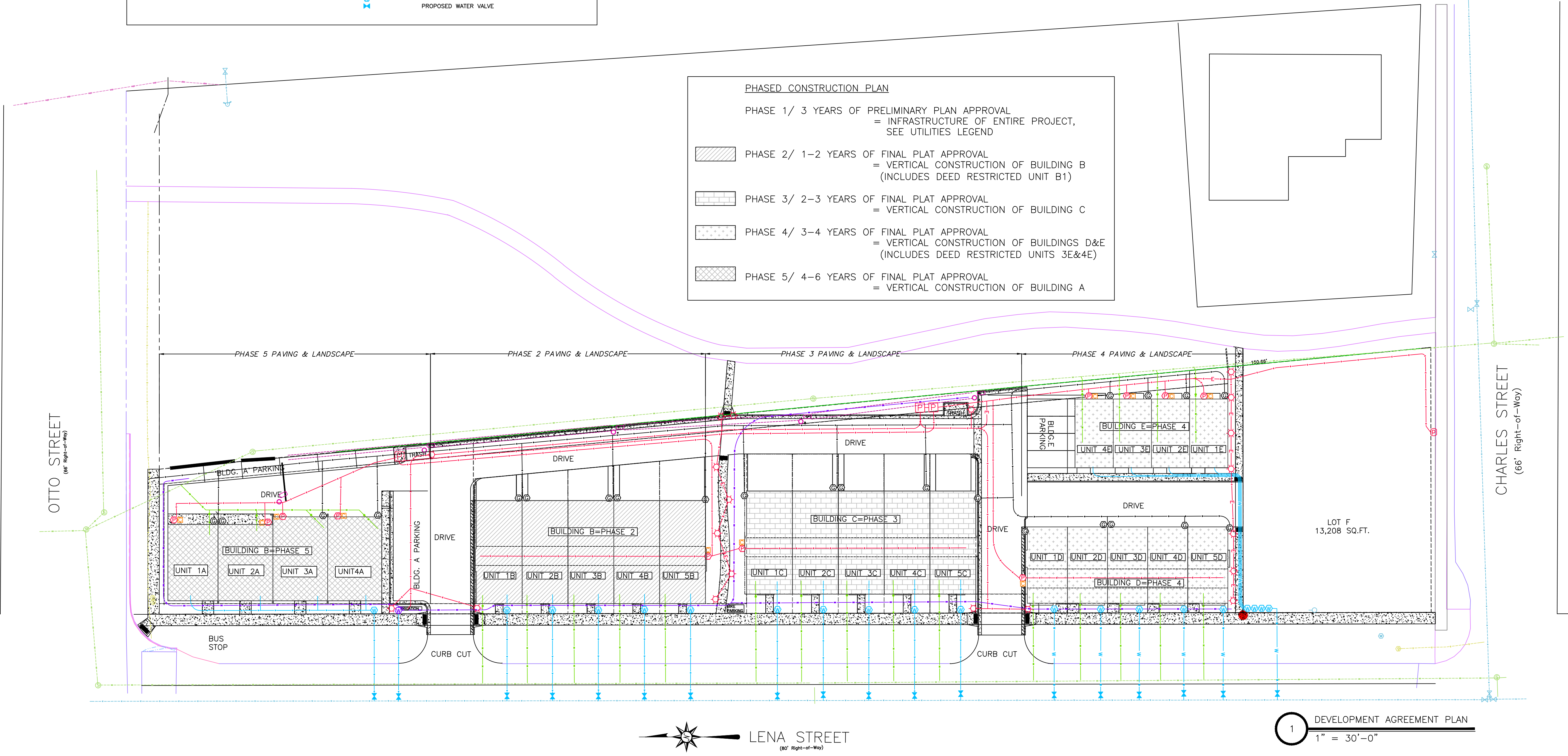
11-05-21

We would like to discuss with the commission three separate items regarding the Deed Restricted Units at the Lena Street Commons PUD.

1. CLERICAL ERROR- It has been discovered that there is a clerical error regarding the two deed restricted Units in Building E. Please see attached DA Plan- DA1.1 PDF. The box labeled "Phased Construction Plan" under "Phase 4" lists Units 3E & 4E as the Deed Restricted units. This plan shows them as the two most northern units which are closest to the parking for the building. Please see attached Recorded Development Agreement. Section 6.14 lists these Deed Restricted units at 1E and 4E. Furthermore, the recorded Plat shows the numbers of the units in the opposite order of the DA Plan 1.1. We would like to amend DA Plan 1.1 so that they match the recorded Plat in order of units and label them as 1E and 2E. We would also like to amend the Recorded Development Plan so that it lists the Deed Restricted units a 1E and 2E. This will make the three documents match.
2. MOVING BUILDING B UNIT- As many you are aware; the cost of construction has gone up considerably since the project began. In addition, the costs of the storm sewer system, public improvements and paving of the Lena Street has added \$100k to each front door. At this time, an interior unit in Building B will cost \$798k and an end unit will cost \$854k. This is due to the additional brick, Thermory siding, custom flashings, and additional windows. For this reason, we would like to move the selected Deed Restricted Unit in Building B from 1B (end unit) to 2B (interior unit). (These figures are with the 3% developer included.)
3. MOVING ALL DEED RESTRICTED UNITS TO BUILDING E- During the development of this PUD the development team and P&Z Commission wanted to offer Deed Restricted Units of two types, a one-bedroom unit and a three-bedroom unit. With current pricing, we feel that \$800k is a large amount of money to spend on a Deed Restricted unit. We feel that the community would benefit more from offering ALL three Deed Restricted units in Building E. We have redesigned these units to have two bedrooms rather than one. These units also include a backyard, ADA design elements, and are one level. These amenities are not offered in any other building in this PUD. For reference, Building E end units will cost \$413k and the interior units will cost \$388k.

UTILITIES LEGEND			
	EXISTING OVERHEAD POWER LINE		COMMON TRENCH FOR ELECTRIC/TELEPHONE/CABLE TV
	EXISTING GAS LINE		PROPOSED UNDERGROUND POWER LINE
	EXISTING WATER LINE		PROPOSED GAS LINE
	EXISTING SEWER LINE		PROPOSED WATER LINE
	EXISTING STORM SEWER LINE		PROPOSED SEWER LINE
	EXISTING TELEPHONE PEDESTAL		PROPOSED IRRIGATION LINE
	EXISTING GAS METER		PROPOSED POWER EQUIPMENT
	EXISTING WATER VALVE		PROPOSED POWER METER
	EXISTING FIRE HYDRANT		PROPOSED GAS METER
	EXISTING SANITARY SEWER MANHOLE		PROPOSED COMMUNICATIONS PEDESTAL
	EXISTING WATER HYDRANT		PROPOSED WATER METER
	EXISTING POWER TRANSFORMER		PROPOSED WATER VALVE

PHASED CONSTRUCTION PLAN	
	PHASE 1/ 3 YEARS OF PRELIMINARY PLAN APPROVAL = INFRASTRUCTURE OF ENTIRE PROJECT, SEE UTILITIES LEGEND
	PHASE 2/ 1-2 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDING B (INCLUDES DEED RESTRICTED UNIT B1)
	PHASE 3/ 2-3 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDING C
	PHASE 4/ 3-4 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDINGS D&E (INCLUDES DEED RESTRICTED UNITS 3E&4E)
	PHASE 5/ 4-6 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDING A



HINES DESIGNS, LLC

PHONE : 970 625.2000
P.O. BOX 725, RIDGWAY, CO 81432

LENA STREET COMMONS
RIDGWAY, CO

PRELIMINARY PLAT

DATE: 7.12.18

DEVELOPMENT AGREEMENT PLAN

DA 1.1



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (“**Agreement**”), made effective as of August 12th, 2019 (“**Effective Date**”), is made by and between Lena Commons, LLC, a Colorado limited liability company (“**Property Owner**”) and the Town of Ridgway, a home rule municipality and political subdivision of the State of Colorado (“**Town**”). Property Owner and Town are sometimes individually referred to as a “**Party**” and collectively as the “**Parties**”. The Parties hereby agree as follows:

DEFINITIONS

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

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

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

“**Preliminary Plat**” shall mean and refer to that certain Preliminary Plat of the Subject Property associated with the preliminary approval of the Project, proposing the subdivision of the Subject Property into the Proposed Lots, which has been approved by the Town. A copy of the Preliminary Plat is attached hereto as Exhibit “B”. Full size copies are on file with the Town.

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

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

“**Subject Property**” shall mean and refer to the following described property: A TRACT OF LAND LYING EAST OF BLOCKS 31 AND 32, TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO, WEST OF THE WEST LINE OF THE RAILROAD RIGHT OF WAY BETWEEN OTTO STREET AND CHARLES STREET, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LENA STREET AND THE NORTH LINE OF CHARLES STREET EXTENDED; THENCE NORTH 01°33'48" EAST 666.00 FEET ALONG THE EAST LINE OF LENA STREET TO THE SOUTH LINE OF OTTO STREET EXTENDED; THENCE SOUTH 88°26'12" EAST 41.61 FEET ALONG SAID SOUTH LINE EXTENDED TO THE WEST RIGHT OF WAY LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD RIGHT OF WAY; THENCE SOUTH 23°29'17" EAST 102.20 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 03°48'17" EAST 575.94 FEET ALONG SAID RIGHT OF WAY LINE TO THE NORTH LINE OF CHARLES STREET EXTENDED; THENCE NORTH 88°26'12" EAST 138.77 FEET TO THE POINT OF BEGINNING, COUNTY OF OURAY, STATE OF COLORADO.

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

RECITALS

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

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

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

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

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

E. The Application was reviewed by the Town of Ridgway Town Council (“**Town Council**”) at the duly noticed meeting held on June 13, 2018 and, after considering the evidence and testimony presented in support of the application, conditionally approved the Application. Owner timely submitted the materials and information required by the conditions of the Town Council approval to the Town, which the Town recognizes was compliant with the Town Council conditions. The Parties agree that June 13, 2018, which is the effective date of the Town Council action on the Application, shall establish the “**Preliminary Plan Approval Date**” hereunder.

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

AGREEMENTS

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

1. Property Owner’s Compliance With the Town Approvals and Town Acknowledgement of Approvals. Property Owner agrees to comply with each of the terms and

conditions of the Preliminary Plat and this Agreement, the Town Approvals and any other site-specific approvals for the project and the applicable provisions of the Municipal Code. Subject to the conditions herein, the Town does hereby finally approve this Agreement. This Agreement shall be recorded and run with the Property.

2. **Development of the Project.**

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

Lot	Approved Development	Comments
Lot A	Four commercial condominium units being developed in the "Building A" and certain common elements owned by the association formed for The Lena Street Commercial Condominiums	The four commercial units are being developed as part of a commercial Condominium regime referred to as The Lena Street Commercial Condominiums which will be formed on Lot A. The Preliminary Plat shows a building envelope on Lot A within which the improvements associated with the commercial units making up Building A will be constructed ("Lena Street Commercial Condominiums Improvements"). The Applicant will submit the final plat for the Town's review under Ridgway Municipal Code Section 7-4-5(C), after subsurface improvements ("Infrastructure Phase" – Phase 1) are completed (see Section 2.2 Project Timing and Phasing) and prior to any above-ground construction is completed (eg: "Building A Phase"). After Building A is constructed, the final location of the Lena Street Commercial Condominiums Improvements and individual condominium units will be surveyed and depicted on the condominium map for the commercial condominiums, which shall be reviewed by the Town pursuant to the applicable Ridgway Municipal Code provisions. The Common Elements will provide for access, utilities, parking, landscaping, drainage and other infrastructure serving development within the Lena Street Commercial Condominiums and also development occurring in connection with The Lena Street Commons Townhomes
Lots 1B, 2B, 3B,4B and 5B, The Lena Street Commons Townhomes	One Townhome Residence on each Lot, being developed in the "Building B".	See Note 1 below
Lots 1C, 2C, 3C,4C and 5C, The Lena Street Commons Townhomes	One Townhome Residence on each Lot, being developed in the "Building C".	See Note 1 below
Lots 1D, 2D, 3D,4D and 5D, The Lena	One Townhome Residence on each	See Note 1 below

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

Note 1. The residences associated with Building B, Building C, Building D and Building E are being jointly developed in a townhouse configuration under the name The Lena Street Commons Townhomes, formed with the recordation of the Plat and The Lena Street Commons Townhomes Declaration which will be recorded at the time of the recordation of the initial Final Plat for the Lena Street Commons Townhomes. The Preliminary Plat depicts certain building envelopes on each lot, within which the residences and related improvements ("**Townhome Residential Improvements**") will be constructed. The Applicant plans to submit the final plat for the Town's review under Ridgway Municipal Code Section 7-4-5(C), after subsurface improvements ("**Infrastructure Phase**") are completed (see Section 2.2 Project Timing and Phasing) and prior to any above-ground construction (eg: "Building B Phase", "Building C Phase" etc.). Following construction of the Townhome Residential Improvements associated with Building B, Building C, Building D and Building E, Property Owner will cause the as-built footprint of the improvements to be surveyed and will submit a supplemental final plat ("**Townhomes Supplemental Plat**") showing the siting of these improvements with the Town for its review and approval, pursuant to Ridgway Municipal Code, which will be executed by the Parties and recorded by the Town. The declaration for The Lena Street Commons Townhomes incorporates certain "party wall" provisions allowing for shared usage of certain walls, foundations and roofing elements as applicable with the Townhome Residences on the Lots.

2.2. Project Timing and Phasing.

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

Project Phasing, including sequencing, timing and initiation of the work are more particularly described on the “**Project Phasing Map**” attached as **Exhibit “A-3”**. The Town approves the development of the Project in these Phases in accordance with the Project Phasing Schedule, Phased Project Elements/Components and Project Phasing Map, which are collectively referred to as the “**Project Phasing Documents**”.

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

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

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

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

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

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

B. The foregoing notwithstanding, some elements of the Infrastructure Improvements indicated in the Project Phasing Schedule may be initiated and completed following the recordation of a Final Plat for any Phase of the Project, provided that such improvements qualify under RMC 7-4-6 and are unrelated the health, safety and welfare requirements of the development, and the obligation to complete such Infrastructure Improvements are memorialized by a Subdivision Improvement Agreement executed by the Property Owner and the Town with the recordation

of the initial final plat for a Phase of the Project and that the work will be completed in the timing and manner provided for in the Subdivision Improvement Agreement, which may provide that components of the Infrastructure Improvements shall be completed at the time that a particular Phase of the Project is being final platted.

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

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

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

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

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

3.4. The Town and Property Owner have selected a licensed engineer who will prepare plans for the Lena Street Improvements (“**Lena Street Improvements Plans**”) as well as preliminary budget estimating the cost for the Lena Street Improvements based upon the Lena Street Improvements Plans (“**Lena Street Improvements Budget**”). The Lena Street Improvements Plans and the Lena Street Improvements Budget shall be mutually acceptable to the Town and Property Owner, the consent to which will not be unreasonably withheld. The Lena Street Improvements Plans shall be designed in a manner that works with and reasonably conforms to the Development Plans for the Project. The Parties agree that the cost for obtaining an engineer to prepare the Lena Street Improvements Plans shall be allocated between the Parties as follows: Property Owner (75%) and the Town (25%). The Parties shall meet and confer if the costs of completing the Lena Street Improvements Plans and the Lena Street Improvements Budget are anticipated to exceed a total of \$16,000.

3.5. Following to approval of the Lena Street Improvements Plans and the Lena Street Improvements Budget, the Parties agree to meet and confer and develop a mutually agreeable “**Implementation Plan**”, which shall, among other things, establish the responsible parties for undertaking varying elements of the Lena Street Improvements as well as the timing and sequencing for performing the work, which shall be timed to coordinate with the construction of the Project. In developing the Implementation Plan, the Parties agree that the most cost effective and reasonable approach is to construct all of the Lena Street Improvements at once; however, if that becomes unfeasible, the Parties agree to work together on a phased construction plan for the improvements that preserves the integrity of the design and road structure such that the remainder of the Lena Street Improvements may be reasonably constructed at a subsequent date. The design contemplates the use of an engineered geotextile fabric, which will require phasing and coordination amongst the Parties for any divided construction of the planned Lena Street Improvements.

3.6. The Parties agree that the cost and expense of constructing the Lena Street

Improvements in accordance with the Lena Street Improvements Plans and the Implementation Plan, inclusive of hard costs and soft costs, shall be allocated between the Parties as follows: Property Owner (60%) and the Town (40%). The Implementation Plan will also address the timing and procedures for the Parties to pay their share of costs and expenses for the Lena Street Improvements based upon the Allocated Shares. The Town may choose to perform a portion of the work, including but not limited to excavation, grading, geotextile material acquisition and placement, using Town resources such as equipment, labor, utilities, technical expertise, etc. which shall all be counted toward the Town's cost share of the Lena Street Improvements.

3.7. The Parties agree that Property Owner may be undertaking portions of the Lena Street Improvements as part of the Infrastructure Phase (described above), generally consisting of the installation of sidewalk, landscaping, curb, gutter, parking, drainage and other related facilities and improvements along the portion of Lena Street that is adjacent to the Project ("**Project Specific Lena Street Improvements**"). The Project Specific Lena Street Improvements are expected to be completed prior to the time that the overall Lena Street Improvements have commenced as provided for in the Project Phasing Schedule. In such event, the expenditures by the Property Owner in completing the Lena Street Improvements will be deemed to be a contribution by Property Owner towards its allocated share of the overall Lena Street Improvements ("**Property Owner Lena Street Improvements Cost Credits**").

3.8. In the event that the Lena Street Improvements end up being undertaken in a phased manner with the Property Owner undertaking the Project Specific Infrastructure Improvements prior to the completion of the remaining improvements ("**Remaining Lena Street Improvements**"), the Town and Property Owner agree to enter into a Subdivision Improvement Agreement (or similar document) ("**Remaining Lena Street Improvements Agreement**") prior to the issuance of a building permit for the last building proposed for constructed in the Project, or coincident with the submittal of the last final plat for the Project. The purpose of the Remaining Lena Street Improvements Agreement is to insure that the Property Owner will contribute towards its share of the Remaining Lena Street Improvements when they are constructed, which is equal to 60% the Remaining Lena Street Improvements costs/expenses, less the amount of the Property Owner Lena Street Improvements Cost Credits. The Remaining Lena Street Improvements Agreement shall provide, among other things, that: (i) the amount of the collateral shall be equal to 150% of the Property Owner's share of Remaining Lena Street Improvements (as noted above), which Property Owner will tender to the Town with the mutual execution of the Remaining Lena Street Improvements Agreement, (ii) the form of the collateral can be cash, letter of credit or bond, (iii) the Town will be responsible for completing the Remaining Lena Street Improvements, and (iv) if the Remaining Lena Street Improvements are not completed within five years of the mutual execution of the Remaining Lena Street Improvements Agreement or such later date mutually agreed upon by the parties, the collateral posted pursuant to the Remaining Lena Street Improvements Agreement along with any accrued interest, if any, shall be returned to Property Owner (or its designee) and Property Owner shall have no further duties or obligations under this Agreement to undertake or fund the Remaining Lena Street Improvements.

4. **Acquisition of Land and Easements from the Town.**

4.1. In connection with the development of the Project, the Property Owner has proposed to obtain certain easements from the Town over and across property owned by the Town to accommodate infrastructure extensions to serve the Project ("**Project Infrastructure Easements**"). The Town advises that it is the policy of the Town to require owners developing their property and requiring the granting of easements from the Town to pay fair market consideration for the granting of such easements. The Project Infrastructure Easements are depicted on the Preliminary Plat. The area of the Project Infrastructure Easements required by Property Owner is equal to approximately 1512 sf. The Town agrees to grant and convey the Project Infrastructure Easements to Property Owner in consideration of the payment of \$16,209.00.

4.2. In addition to the provision of the Project Infrastructure Easements, Property Owner and the Town have agreed to sell, transfer and convey certain land equal to approximately 1601 sf owned by the Town to the Property Owner which shall be incorporated into and used in connection with the development of the Project ("**Town Conveyed Land**"). Property Owner has agreed to pay fair market value in the amount of \$17,152.00 to the Town as consideration for the conveyance of the Town Conveyed Land.

4.3. The transfer of the property interests and the payment of the consideration for the Project Infrastructure Easements and the Town Conveyed Land shall occur at or before the recordation of initial final plat for the first phase ("**Infrastructure Phase**" – **Phase 1**) of the Project. The Project Infrastructure Easements and the Town Conveyed Land shall be conveyed free and clear of liens and encumbrances. In the event the final plat for the "**Infrastructure Phase**" – Phase 1 is not recorded prior to December 31, 2019 the purchase price may be renegotiated by the Town to the then current market rate.

4.4. The general location of the Project Infrastructure Easements and the Town Conveyed Land are depicted and described on attached **Exhibit "D"**.

5. **Short-Term Rentals.** Short-term rentals, as allowed, licensed and permitted under the provisions of the Municipal Code, is an allowable use in those Townhome Residences included in the Building C Phase and the Building D Phase. These units are subject to all Town Regulations, including: short-term rental regulations, lodging and sales taxes, any applicable licensing, and any future amendments to the Municipal Code. Short-term rentals are prohibited in those Townhome Residences included in the Building B Phase and the Building E Phase as well as the commercial condominium units included in the Building A Phase.

6. **Provision of Deed Restricted Housing.**

6.1. Property Owner has agreed to provide certain deed restricted housing in connection with the development of the Project in accordance with the terms and conditions of this Section 6. In furtherance of this requirement, Property Owner hereby restricts the ownership, use and occupancy of each Townhome Residence developed on Lot 1E, Lot 4E and Lot 1B ("**Deed Restricted Units**") to the terms, conditions, restrictions and requirements provided for in this Section 6, which shall run in perpetuity and not expire and shall survive any foreclosure on Lot 1E, Lot 4E and Lot 1B, unless the restrictions are otherwise released or modified with the written consent of the Town. Any instrument of conveyance concerning a Deed Restricted Unit shall contain a reference to these restrictions in a form approved by the Town. The Town is granted and conveyed the right to enforce compliance with these restrictions that are applicable to the Deed Restricted Unit. The Deed Restricted Unit shall be owned and occupied by persons who qualify with the terms and conditions of these restrictions.

6.2. On the day of application, the prospective owner of a Deed Restricted Unit shall maintain his/her sole residence and abode in Ouray County, Colorado, or provide written intent of his/her desire and intent to do so within 30 days of purchasing the Deed Restricted Unit. Proof of this intent must be presented to the Town in advance of any transfer of property, including the original property transfer and all subsequent resale and transfer of property. Proof shall include written documentation verifying residency within Ouray County, or residency within 30 days of application.

6.3. At the time of the purchase of a Deed Restricted Unit, including the original property transfer and all subsequent resale and transfer of property, at least one person in the household shall earn the majority of their income in Ouray County or from an employer based in Ouray County. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation verifying employment within Ouray County.

6.4. At the time of purchase, including the original property transfer and all subsequent resale and transfer of property, the household income will be 100% or less of the Area Median Income for the Townhomes developed on Lot 1E and Lot 4E and 200% or less of the Area Median Income for the Townhome developed on Lot 1B, as the same are determined by the United States Department of Housing and Urban Development, as adjusted annually. Proof of this must be presented to the Town in advance of any transfer of property. Proof shall include written documentation, such as income tax returns, verifying annual income for the prior year. HUD income limits are derived from the most recent data provided by HUD regarding Area Median Income Levels (AMI) for Ouray County.

6.5. The foregoing notwithstanding, there shall be an initial maximum sales price on every Deed Restricted Unit. The initial maximum sales price of a Deed Restricted Unit shall be equal to the cost of acquiring and developing the Deed Restricted Unit, plus ten (10%) profit; provided, however, that if the initial maximum sales price including the 10% profit exceeds the targeted AMI, Property Owner agrees to reduce the profit downward from 10% to an amount that achieves the targeted AMI, except that in no event will the initial maximum sales price be reduced to an amount that requires Property Owner to achieve less than a 3% profit. Evidence of the developer's cost shall be submitted to the Town Manager, or his/her designee, who shall review the developer's computation of cost and approve, in writing, the proposed initial maximum sales price. The documents establishing the Property Owner's cost must be approved by the Town Manager, or his/her designee, prior to any transfer of property. The guiding principal in determining initial sales price of any unit is that the Property Owner should be constructing and selling these units without exceeding the prescribed profit. In no event should the requirements of this Section 6 be read to require the Property Owner to lose money in connection with the sale of the Deed Restricted Unit by establishing an initial maximum sales price which causes the Property Owner to lose money in the construction and sales of the Deed Restricted Unit.

6.6. The above referenced Deed Restricted Unit shall be, and remain, owner occupied. Long-term and short-term rental of these units is prohibited unless approved by the Town.

6.7. The Town hereby waives development excise tax RMC 3-4-1, et seq., on these 3 units.

6.8. The Town waives all "plan check fees" and building permit fees charged by the Town on these 3 units.

6.9. The maximum resale price of these deed-restricted units is limited to an annual price appreciation cap of 3% of the initial gross purchase price. All resale pricing is subject to the review and reasonable approval of the Town of Ridgway Town Manager, or his/her designee, for the sole purpose of insuring the resale price is in compliance with the requirements of this Section 6.

6.10. If an owner of Townhome makes any capital improvements requiring a building permit to the property during his/her term of ownership, the cost of those capital improvements as indicated on the building permit shall be added to the gross resale purchase price of the property for the purpose of computing the annual price appreciation cap created herein. Any costs of capital improvements to be added to the gross purchase price of the property, including but not limited to upgrades during construction, shall require the prior, written reasonable approval of the Town.

6.11. The owner of a Deed Restricted Unit may apply to the Town Planning Commission for a waiver from the strict application of any one or more of these provisions. A waiver from the strict application of these provisions may be granted at the discretion of the Planning Commission and may only be granted if the applicant can establish that the following criteria are substantially met: (i) there are practical difficulties or unnecessary hardships caused to the individual lot owner if these provisions are strictly applied. Any such practical difficulty and/or unnecessary hardship must be of such a nature as to create an individually differentiated situation from any and all other owners

of units burdened by these regulations; and (ii) the spirit of these provisions will be observed, the public health safety and welfare secured and substantial justice done by granting the waiver. The burden shall be on the applicant to establish by a preponderance of the evidence that these criteria have been met. No waiver under this provision shall be granted with less than four (4) concurring votes of the Planning Commission. Hearing procedures are defined in Ridgway Municipal Code 7-3-16 and 7-3-18.

6.12. The seller of the Deed Restricted Unit is responsible for insuring compliance with these restrictions and agrees to consult with the Town of Ridgway Town Manager, or his/her designee, regarding any qualified buyer(s) and the maximum resale price under the provisions of this Section 6.

6.13. All warranty deeds for the transfer and conveyance of a Deed Restricted Unit will clearly indicate that they are deed restricted and reference this Agreement and applicable noted included in the Final Plat, as amended from time to time.

6.14. Property Owner agrees to construct the Deed Restricted Unit on Lot 1B in connection with its development of the initial Phase ("Building B Phase" - Phase 2) of construction of units in the Project. Property Owner agrees to construct the Deed Restricted Units on Lot 1E and Lot 4E prior to its receipt of the final certificate of occupancy of the free market Townhomes in the Project.

7. **Rezoning.** Property Owner recognizes, acknowledges and agrees that it will pursue appropriate applications to confirm that zoning for the Proposed Lots with the intent of maintaining General Commercial zoning for the Lena Street Commercial Condominiums and the Lena Street Commons Townhomes. Such zoning application may be coincident with the recordation of the initial final plat ("Infrastructure Phase" – Phase 1) for the Project. In addition, to the extent necessary, the Property Owner would confirm that the zoning on the HB Lot would remain HB zone.

8. **Waivers and Variances Granted for the Project.** The following variances and conditional uses are provided for with this Site-Specific Development Plan, pursuant to RMC 7-3-11:

- A. Requesting CUP for residential use in GC zone.
- B. Requesting variance for to 7-3-9(D)(6)(d) - E Units are only 20' wide (not 21'), roof pitch is less than 3:12 on main roof of D units, and 12" required eave overhangs are in most locations but not every last one. Roofs will overhang property lines in many instances - applicant needs to ensure that the ownership and maintenance responsibility for the roof area beyond the individual property line is clear in the CCRs or plat.
- C. Requesting a CUP for D units to be up to 35'. No building may exceed 27' except the D building if the CUP is approved, in which case can be up to 35'.
- D. Requesting variance, all proposed lot are less than the required 30' (A units = 26'-28' wide, B units = 24' – 24.6', C units = 24'-25' wide, D = 21'-22' and E =20')
- E. Requesting variance to minimum lot size of 5,000 sq. ft. - lots range from 840 to 1835.5 sq. ft.
- F. Requesting variance to 50% max lot coverage: Commercial area overall lot coverage = 34%; Townhome overall lot coverage = 44.5%; B, C and E lot coverage is around 70% and D lot coverage is 100%
- G. Setbacks (all approved as presented at the November 29, 2016 Sketch Plan hearing with the Planning Commission except 0" rear setback for A units should be 2.5' progressing to 8'

when able). Front setbacks approved for A, B, D units to be 5', C units to be 10', and E units are about 75' from the front property line on Lena.

- (1) Unit A1 has a 4'6" side setback
- (2) Parking for E units extends about 1' into 8' rear setback
- (3) Side setbacks between units within one building approved at 0'

H. Requesting variance for 1 parking space for each of the four 720 sq. ft. E units – required to have 2 each.

I. Requesting variance for a total of 3 parking spots for building A – required to have 13 total.

9. **Vested Rights.**

9.1. **Intent.** Development of the Property in accordance with the terms and conditions of this Agreement will provide for orderly and well planned growth, promote economic development and stability within the Town, ensure reasonable certainty, stability and fairness in the land use planning process, secure the reasonable investment-backed expectations of the Property Owner, foster cooperation between the public and private sectors in the area of land use planning, and otherwise achieve the goals and purposes of the Vested Property Rights Statute, C.R.S. §24-68-101, et. seq. and Chapter 7, Article 5 of the Ridgway Municipal Code. In exchange for these benefits and the other benefits to the Town contemplated by the Agreement, together with the public benefits served by the orderly and well planned development of the Subject Property and Project, the Property Owner desires to receive the assurance that development of the Subject Property and Project may proceed pursuant to the terms and conditions of the Agreement.

9.2. **Site Specific Development Plan.** This Development Agreement along with the Preliminary Plat, Development Plans and the Town Approvals constitutes a Site Specific Development Plan pursuant to Section 7-5-1 of the Municipal Code.

9.3. **Vested Real Property Right.** Accordingly, this final approval has created for Property Owner's benefit a "vested real property right" as defined by C.R.S. § 24-68-101 et seq.

9.4. **Duration.** For purposes of this Agreement, the above-referenced vested real property right shall remain vested for six years from the Preliminary Plan Approval Date pursuant to RMC 7-5.

9.5. **Publication.** A notation of such vested real property right has been made on the Preliminary Plan and a notice has been published in a newspaper of general circulation within Ouray County on July 5th, 2018 (following the Town Council action on this Development Agreement) and again on August 14th, 2019 (following the Effective Date).

9.6. **Reliance.** The Property Owner has relied upon the creation of such vested real property right in entering into this Agreement.

9.7. **Future Legislation.** During the six year period in which the vested real property right shall remain vested, the Town shall not impose by legislation or otherwise any zoning or land use requirement or obligations upon Property Owner or their successors or assigns which would alter, impair or diminish the development or uses of the Subject Property and Project as set forth in this Agreement, except:

- i. With the consent of the Property Owner; or
- ii. Upon the discovery of natural or man-made hazards on or in the immediate vicinity of the Subject Property and Project, which could not reasonably have been discovered at the time of vested rights approval, and which, if not corrected, would pose a serious threat to the public health, safety and welfare; or
- iii. To the extent that compensation is paid, as provided in Title 24, Article 68, CRS.

The establishment of such vested real property right shall not preclude the application of ordinances or regulations which are general in nature and applicable to all property subject to land use regulation by the Town, including, but not limited to, fee assessments and building, fire, plumbing, electrical, mechanical, water and sewer codes and ordinances.

10. **Miscellaneous.**

10.1. This Agreement shall extend and inure to the benefit of, and be binding upon the Town and its successors and assigns and, except as otherwise provided herein, upon the Property Owner and its successors, legal representatives and assigns. This Agreement shall constitute an agreement running with the Property until: (a) modification or release by mutual agreement of the Town and the Property Owner; or (b) otherwise amended in accordance with the amendment procedures contained in the Municipal Code, as it presently exists or as it may hereafter be amended, or terminated; or (c) Agreement terminates pursuant to the terms identified herein and/or in RMC 7-5-4.

10.2. This Agreement shall be recorded in the records of the Clerk and Recorder of Ouray County, Colorado. This Agreement runs with the land and is binding on and inures to the benefit of the representatives, transferees, successors and assigns of the Parties.

10.3. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the applications or such term or provision or Article to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.4. This Agreement, including the Phasing Elements indicated in the attached Exhibits along with the Preliminary Plan, Development Plans and this Development Agreement along with the Town Approvals constitute the entire integrated understandings of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties. Any modification of this Agreement shall be binding only if evidenced in writing signed by each Party or an authorized representative of each Party.

10.5. There are no third party beneficiaries expressly or impliedly intended by this Agreement. No person or entity that is not a Party to this Agreement will have any rights, claims or actions under this Agreement.

10.6. A Party shall "default" under this Agreement if it breaches any of its obligations hereunder and, after receiving written notice of the breach from the other Party (the "Notifying Party"), fails to cure the breach within (i) 10 days after delivery of the notice if the breach is failure to pay money owed to the Notifying Party, or (ii) 45 days after delivery of the notice with respect to any other breach (or, if the breach by its nature cannot be cured within 30 days, the Defaulting Party (as defined below) must commence the cure within 30 days after delivery of the notice and thereafter diligently pursue the

cure to completion). In the event of default by a Party (“**Defaulting Party**”), the Notifying Party may (1) initiate an action to compel compliance by the Defaulting Party with this Agreement, and/or (2) take the necessary action itself to cause the obligation(s) in default to be performed, in which case the Notifying Party may recover from the Defaulting Party all damages and expenses incurred to perform such obligation(s). The substantially prevailing Party shall collect its reasonable costs, expenses and fees, including reasonable expert fees and attorney’s fees. A Party may pursue any and all remedies available under Colorado Law, including damages, injunctive relief and/or specific performance. The remedies shall be cumulative in nature and a Party may pursue some or all of its remedies. Personal jurisdiction and venue for any civil action commenced by any Party to this Agreement whether arising out of or relating to this Agreement will be deemed to be proper only if such action is commenced in District Court for Ouray County. Each Party expressly waives its right to bring such action in or to remove such action to any other court whether state or federal. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

10.7. This Agreement may be executed in multiple counterparts or by legible scanned/emailed or facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The scanned/emailed or facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed “hard copy” of the Agreement shall not be necessary, but may be executed by the Parties.

10.8. Any notice to be given hereunder shall be in writing, addressed to the appropriate Party, and shall be delivered in person; by overnight delivery or courier service; or by the United States Postal Service (or any official successor thereto), certified mail, return receipt requested, with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third business day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be as stated in the records of the Ouray County Assessor.

10.9. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder.

10.10 No Party shall be held liable for a failure to perform hereunder due to wars, strikes, acts of God, natural disasters, or other similar occurrences outside the reasonable control of that Party.

10.11 By signing this Agreement, the Parties acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each of the Parties have been duly authorized so to do.

10.12 The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

10.13 Customary historic architectural and construction industry practices, standards and norms shall be relied upon if and when necessary for purposes of interpreting, applying and enforcing the Agreement.

10.14 The Property Owner and its successors and assigns shall defend and hold the Town harmless from and against any and all claims, demands, liabilities, actions, costs, damages and

attorneys' fees that may arise out of or result directly or indirectly from the Property Owner's actions or omissions in connection with the Property Owner's performance under this Agreement.

10.15 In entering into this Agreement, the Parties acknowledge and agree that they will perform their duties and obligations in a commercially reasonable manner and in good faith and that this commitment is being relied upon by each other Party. The Parties hereto warrant that each Party is a duly qualified and existing entity, capable of doing business in the state of Colorado and that the person(s) executing this Agreement are duly authorized to execute this Agreement and each Party has taken all actions necessary to obtain such authorization and that the terms and conditions of this Agreement constitute an enforceable agreement against such Party.

10.16 The Town is aware that financing for acquisition, development and/or construction of the project ("**Property Owner Loan**") may be provided in whole or in part, from time to time, by one or more lenders. In the event of an event of default by the Property Owner under this Agreement, the Town shall provide notice of such event of default, at the same time notice is provided to Property Owner, to any lender previously identified in writing to the Town ("**Registered Lender**") pursuant to this Paragraph 10.16. If a Registered Lender is permitted under the terms of any agreements with Property Owner to cure the event of default and/or to assume Property Owner's position with respect to this Agreement, the Town agrees to recognize the right of such Registered Lender and to otherwise permit such Registered Lender to assume all of the rights and obligations of Property Owner under this Agreement, provided that nothing contained in this Agreement shall create any duty, obligation or other requirement on the part of the Registered Lender to assume any of the duties and obligations of Property Owner under this Agreement unless the Registered Lender takes fee simple title to the project through foreclosure, deed in lieu or other legal instrument in which case the lender shall be bound by the terms and conditions of this Agreement. Any mortgage or deed of trust encumbering the Subject Property shall in all instances be subordinate to this Agreement. Under no circumstances shall a foreclosure of the Subject Property result in the extinguishment of this Agreement. For so long as the Property Owner Loan remains outstanding, Property Owner and Town recognize and agree that this Agreement may only be modified or amended with the prior written approval of each Registered Lender.

AGREED TO AND MADE EFFECTIVE BY THE PARTIES AS OF THE EFFECTIVE DATE.

PROPERTY OWNER:

Lena Commons, LLC,
a Colorado limited liability company

By: [Signature]

Date: 8-9-19

Printed Name: Travis Spitzer
Title: Manager

STATE OF Colorado)

) ss.

COUNTY OF San Miguel)

Subscribed to and acknowledged before me this 9th day of August, 2019, by Travis Spitzer
as the Manager of Lena Commons, LLC, a Colorado limited liability company.

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 10/16/22

KIMBERLY A. RISNER-TINDALL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #19984028751
My Commission Expires October 16, 2022

TOWN:

Town of Ridgway, Colorado,
a municipal corporation

By: [Signature]

Date: 8/12/2019

Printed Name: JOHN CLARK
Title: MAYOR

ATTEST:

[Signature]
Deputy ~~Town~~ Clerk

APPROVED AS TO FORM:

Bo Nerlin, Town Attorney

STATE OF COLORADO)
) ss.
COUNTY OF OURAY)

The foregoing instrument was acknowledged before me this 12th day of August, 2019 by John Clark, ~~Town Manager~~, Town of Ridgway, Colorado.
MAYOR

Witness my hand and official seal.

[Signature]
Notary Public

My commission expires: 12-3-2022

KAREN R CHRISTIAN
Notary Public
State of Colorado
Notary ID # 20094033443
My Commission Expires 12-03-2022

EXHIBITS:

- A-1: Project Phasing Schedule
- A-2: Phased Project Elements/Components
- A-3: Project Phasing Map
- B: Preliminary Plat Map
- C: Development Plans
- D: Depiction of Project Infrastructure Easements and the Town Conveyed Land

Exhibit A-1
(Project Phasing Schedule)

**THE LENA STREET COMMONS TOWNHOMES AND
THE LENA STREET COMMERCIAL CONDOMINIUMS**





<u>PHASED CONSTRUCTION PLAN</u>	
	PHASE 1/ 3 YEARS OF PRELIMINARY PLAN APPROVAL = INFRASTRUCTURE OF ENTIRE PROJECT, SEE UTILITIES LEGEND
	PHASE 2/ 1-2 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDING B (INCLUDES DEED RESTRICTED UNIT B1)
	PHASE 3/ 2-3 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDING C
	PHASE 4/ 3-4 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDINGS D&E (INCLUDES DEED RESTRICTED UNITS 1E&4E)
	PHASE 5/ 4-6 YEARS OF FINAL PLAT APPROVAL = VERTICAL CONSTRUCTION OF BUILDING A

Exhibit A-2
(Phased Project Elements/Components)

INFRASTRUCTURE PHASE – PHASE 1

Conceptual Overall Site Infrastructure Phasing Plan Site Utilities & Storm drainage

This Phase includes the development of the following described infrastructure elements which are to be completed and installed at or before the time of the initial recordation of in the Final Plat for The Lena St Commons Townhomes and The Lena Street Commercial Condominiums and Lot F.

1. Mobilize, survey, storm water management.
2. Install storm drain system.
3. Install Sewer Tie - ins & lateral service extensions as necessary.
4. Install Water taps & service lines as necessary.
5. Install Irrigation tap and service line.
6. Install primary electric transformer & service.
7. Install secondary electric service lines as needed.
8. Install new gas main and service extensions as needed.

THE LENA STREET COMMONS TOWNHOMES

BUILDING B PHASE – PHASE 2

Lots 1B, 2B, 3B, 4B and 5B are each being developed and improved with a separate Townhome under the name of The Lena Street Commons Townhomes. The Townhomes are being separately developed respectively on Lots 1B, 2B, 3B, 4B and 5B and are sometimes referred to as Building B for reference purposes. As provided for in The Lena Street Commons Townhomes Declaration, certain “party wall” provisions have been established to address the presence of shared walls, roofing, structural elements and other components by and among the Townhomes. The Townhomes included as part of Building B are being developed and will be operated as The Lena Street Commons Townhomes along with other Townhomes being developed on separate buildings and lots designated as the C Building, D Building and E Building. Certain Common Areas are being platted to accommodate access, utilities, parking, landscaping, drainage and other infrastructure serving development within The Lena Street Commons Townhomes.

The elements and components of the Townhomes being developed as part of the Building B Phasing Plan includes the following, which will be undertaken following the platting of Lots 1B, 2B, 3B,4B and 5B

1. Excavate building foundation
2. Structural Framing
3. Fire wall construction
4. Site Structural fill
5. Installation of sidewalk, landscaping, curb, gutter, parking, drainage and other related facilities and improvements along the portion of Lena Street that is adjacent to the Project, as shown on Exhibit A-3
6. Dry in vertical construction
7. Metered utility connections
8. Onsite parking & Drives
9. Landscaping & Irrigation
10. Complete vertical construction

THE LENA STREET COMMONS TOWNHOMES

BUILDING C PHASE – PHASE 3

Lots 1C, 2C, 3C, 4C and 5C are each being developed and improved with a separate Townhome under the name of The Lena Street Commons Townhomes. The Townhomes are being separately developed respectively on Lots 1C, 2C, 3C, 4C and 5C and are sometimes referred to as Building B for reference purposes. As provided for in The Lena Street Commons Townhomes Declaration, certain “party wall” provisions have been established to address the presence of shared walls, roofing, structural elements and other components by and among the Townhomes. The Townhomes included as part of Building C are being developed and will be operated as The Lena Street Commons Townhomes along with other Townhomes being developed on separate buildings and lots designated as the B Building, D Building and E Building. Certain Common Areas are being platted to accommodate access, utilities, parking, landscaping, drainage and other infrastructure serving development within The Lena Street Commons Townhomes.

The elements and components of the Townhomes being developed as part of the Building C Phasing Plan includes the following, which will be undertaken following the platting of Lots 1C, 2C, 3C, 4C and 5C

1. Excavate building foundation
2. Structural Framing
3. Fire wall construction
4. Site Structural fill
5. Installation of sidewalk, landscaping, curb, gutter, parking, drainage and other related facilities and improvements along the portion of Lena Street that is adjacent to the Project, as shown on Exhibit A-3
6. Dry in vertical construction
7. Metered utility connections
8. Onsite parking & Drives
9. Install concrete paths as shown on Exhibit A-3
10. Landscaping & Irrigation
11. Complete vertical construction

THE LENA STREET COMMONS TOWNHOMES

BUILDING D PHASE – PHASE 4

Lots 1D, 2D, 3D, 4D and 5D are each being developed and improved with a separate Townhome under the name of The Lena Street Commons Townhomes. The Townhomes are being separately developed respectively on Lots 1D, 2D, 3D, 4D and 5D and are sometimes referred to as Building B for reference purposes. As provided for in The Lena Street Commons Townhomes Declaration, certain “party wall” provisions have been established to address the presence of shared walls, roofing, structural elements and other components by and among the Townhomes. The Townhomes included as part of Building D are being developed and will be operated as The Lena Street Commons Townhomes along with other Townhomes being developed on separate buildings and lots designated as the B Building, C Building and E Building. Certain Common Areas are being platted to accommodate access, utilities, parking, landscaping, drainage and other infrastructure serving development within The Lena Street Commons Townhomes.

The elements and components of the Townhomes being developed as part of the Building D Phasing Plan includes the following, which will be undertaken following the platting of Lots 1D, 2D, 3D, 4D and 5D

1. Excavate building foundation
2. Structural Framing
3. Fire wall construction
4. Site Structural fill
5. Installation of sidewalk, landscaping, curb, gutter, parking, drainage and other related facilities and improvements along the portion of Lena Street that is adjacent to the Project, including improvements adjacent to Lot F as shown on Exhibit A-3
6. Dry in vertical construction
7. Metered utility connections
8. Onsite parking & Drives
9. Landscaping & Irrigation
10. Install Concrete Paths as shown on Exhibit A-3
11. Complete vertical construction

THE LENA STREET COMMONS TOWNHOMES

BUILDING E PHASE – PHASE 4

Lots 1E, 2E, 3E, and 4E are each being developed and improved with a separate Townhome under the name of The Lena Street Commons Townhomes. The Townhomes are being separately developed respectively on Lots 1E, 2E, 3E, and 4E and are sometimes referred to as Building E for reference purposes. As provided for in The Lena Street Commons Townhomes Declaration, certain “party wall” provisions have been established to address the presence of shared walls, roofing, structural elements and other components by and among the Townhomes. The Townhomes included as part of Building E are being developed and will be operated as The Lena Street Commons Townhomes along with other Townhomes being developed on separate buildings and lots designated as the B Building, C Building and D Building. Certain Common Areas are being platted to accommodate access, utilities, parking, landscaping, drainage and other infrastructure serving development within The Lena Street Commons Townhomes.

The elements and components of the Townhomes being developed as part of the Building E Phasing Plan includes the following, which will be undertaken following the platting of Lots 1E, 2E, 3E, and 4E

1. Excavate building foundation
2. Structural Framing
3. Fire wall construction
4. Site Structural fill
5. Installation of sidewalk, landscaping, curb, gutter, parking, drainage and other related facilities and improvements along the portion of Lena Street that is adjacent to the Project, as shown on Exhibit A-3
6. Dry in vertical construction
7. Metered utility connections
8. Onsite parking & Drives
9. Landscaping & Irrigation
10. Install Concrete Paths as shown on Exhibit A-3
11. Complete vertical construction

THE LENA STREET COMMERCIAL CONDOMINIUMS

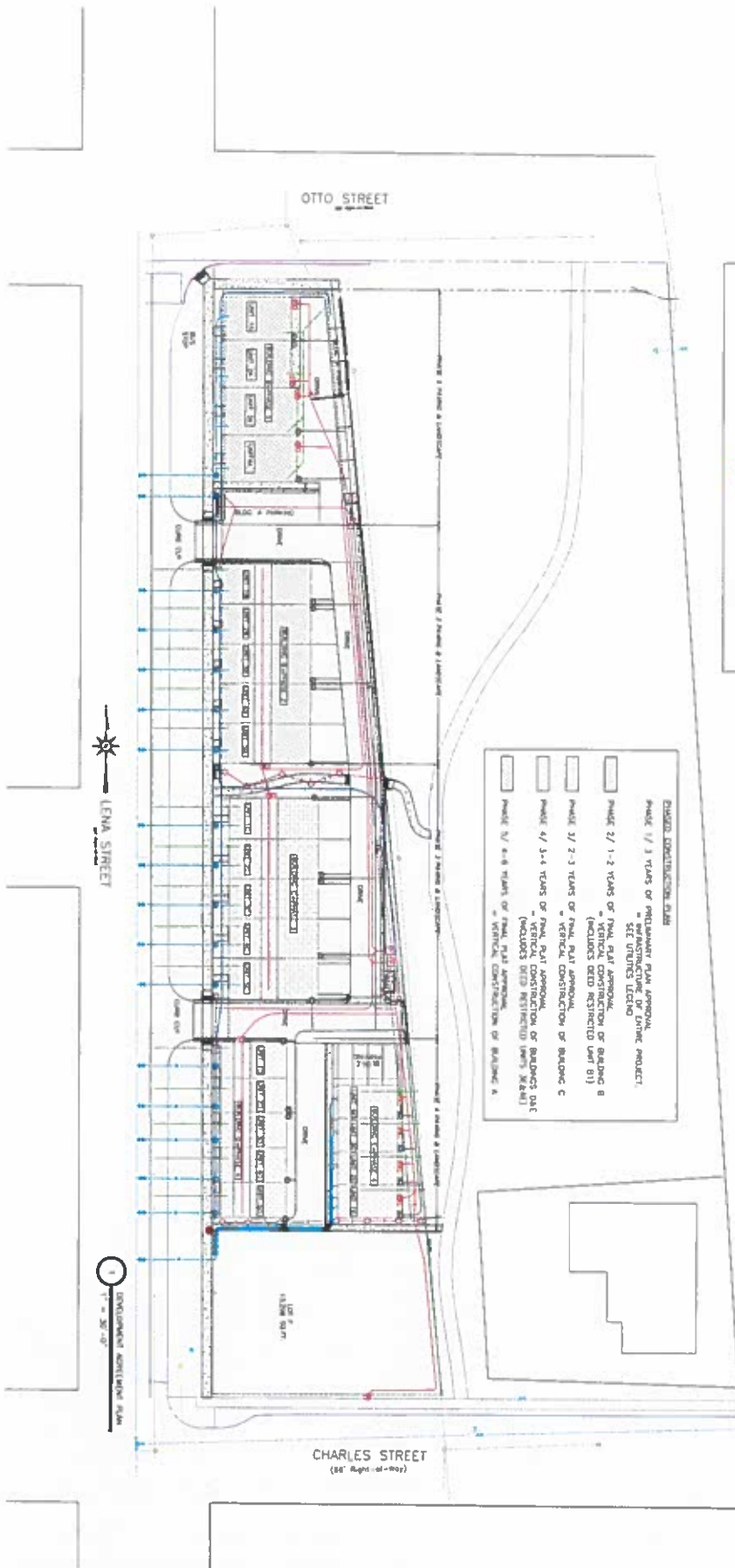
BUILDING A PHASE – PHASE 5

Building A will contain four separately created commercial condominium units under the name of The Lena Street Commercial Condominiums, which will be located on Lot A as depicted and described in the Preliminary Plan. In addition to the four commercial units, various infrastructure will be developed and designated as common elements as part of The Lena Street Commercial Condominiums, pursuant to a certain condominium declaration and map to be executed and recorded upon the construction of these improvements.

The elements and components of the Conceptual Building A Phasing Plan includes the following, which will be undertaken following the platting of Lot A.

1. Excavate building foundation
2. Structural Framing
3. Masonry Wall construction
4. Site Structural fill
5. Installation of sidewalk, landscaping, curb, gutter, parking, drainage and other related facilities and improvements along the portion of Lena and Otto Streets that is adjacent to the Project,
6. Dry in vertical construction
7. Metered utility connections
8. Onsite parking & Drives
9. Landscaping & Irrigation
10. Install Concrete Paths as shown on Exhibit A-3
11. Complete vertical construction

Exhibit A-3
(Project Phasing Map)



UTILITIES LEGEND

Existing Utility	Proposed Utility
Water	Water
Sewer	Sewer
Gas	Gas
Electric	Electric
Telecom	Telecom
Storm	Storm
Other	Other

PHASED CONSTRUCTION PLAN

Phase 1 / 3 YEARS OF PRELIMINARY PLAN APPROVAL
Phase 2 / 1-2 YEARS OF FINAL PLAN APPROVAL
Phase 3 / 2-3 YEARS OF FINAL PLAN APPROVAL
Phase 4 / 3-4 YEARS OF FINAL PLAN APPROVAL
Phase 5 / 4-6 YEARS OF FINAL PLAN APPROVAL

Exhibit B
(Preliminary Plat)

PRELIMINARY PLAT OF LENA STREET COMMONS

A PLANNED UNIT DEVELOPMENT

SITUATED IN SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

CERTIFICATE OF RECORDATION AND CONFIRMATION
 KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain land in the Town of Ridgway, Colorado, do hereby certify that the same have been recorded in the public records of the State of Colorado, and that the same are particularly described as follows: County of Ouray, State of Colorado, Book _____, Page _____.

That the undersigned, being the owner of certain land in the Town of Ridgway, Colorado, do hereby certify that the same have been recorded in the public records of the State of Colorado, and that the same are particularly described as follows: County of Ouray, State of Colorado, Book _____, Page _____.

That the undersigned, being the owner of certain land in the Town of Ridgway, Colorado, do hereby certify that the same have been recorded in the public records of the State of Colorado, and that the same are particularly described as follows: County of Ouray, State of Colorado, Book _____, Page _____.

That the undersigned, being the owner of certain land in the Town of Ridgway, Colorado, do hereby certify that the same have been recorded in the public records of the State of Colorado, and that the same are particularly described as follows: County of Ouray, State of Colorado, Book _____, Page _____.

That the undersigned, being the owner of certain land in the Town of Ridgway, Colorado, do hereby certify that the same have been recorded in the public records of the State of Colorado, and that the same are particularly described as follows: County of Ouray, State of Colorado, Book _____, Page _____.

That the undersigned, being the owner of certain land in the Town of Ridgway, Colorado, do hereby certify that the same have been recorded in the public records of the State of Colorado, and that the same are particularly described as follows: County of Ouray, State of Colorado, Book _____, Page _____.

ATTEST: I, _____, County Clerk of Ouray, Colorado, do hereby certify that the foregoing is a true and correct copy of the original as recorded in my office.

CERTIFICATE OF SUBDIVISION COMPLETION
 The undersigned, _____, Town Manager of the Town of Ridgway, do hereby certify that all requirements and actions required by the current Subdivision Regulations of the Town of Ridgway have been completed in the Subdivision in accordance with the specifications of the Town of Ridgway, and that the same have been approved by the Town of Ridgway.

CERTIFICATE OF SUBDIVISION COMPLETION
 The undersigned, _____, Town Manager of the Town of Ridgway, do hereby certify that all requirements and actions required by the current Subdivision Regulations of the Town of Ridgway have been completed in the Subdivision in accordance with the specifications of the Town of Ridgway, and that the same have been approved by the Town of Ridgway.

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CERTIFICATE OF SUBDIVISION COMPLETION
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CERTIFICATE OF SUBDIVISION COMPLETION
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CERTIFICATE OF SUBDIVISION COMPLETION
 The undersigned, _____, Town Manager of the Town of Ridgway, do hereby certify that all requirements and actions required by the current Subdivision Regulations of the Town of Ridgway have been completed in the Subdivision in accordance with the specifications of the Town of Ridgway, and that the same have been approved by the Town of Ridgway.

TOWN ATTORNEY'S CERTIFICATE
 Approved for recording this _____ day of _____, 20____.

DEEDLER'S CERTIFICATE
 I, _____, Registered Engineer in the State of Colorado, do hereby certify that the records and plans of the subdivision shown on this plat are in accordance with the subdivision regulations of the Town of Ridgway, and that the same have been approved by the Town of Ridgway.

DEEDLER'S CERTIFICATE
 I, _____, Registered Engineer in the State of Colorado, do hereby certify that the records and plans of the subdivision shown on this plat are in accordance with the subdivision regulations of the Town of Ridgway, and that the same have been approved by the Town of Ridgway.

DEEDLER'S CERTIFICATE
 I, _____, Registered Engineer in the State of Colorado, do hereby certify that the records and plans of the subdivision shown on this plat are in accordance with the subdivision regulations of the Town of Ridgway, and that the same have been approved by the Town of Ridgway.

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DEEDLER'S CERTIFICATE
 I, _____, Registered Engineer in the State of Colorado, do hereby certify that the records and plans of the subdivision shown on this plat are in accordance with the subdivision regulations of the Town of Ridgway, and that the same have been approved by the Town of Ridgway.

NOTICE: According to Colorado Law (17-80-102, C.R.S.) you must sign this plat before a Notary Public. If you do not sign this plat before a Notary Public, the plat will be void. The plat will be void if you do not sign this plat before a Notary Public. The plat will be void if you do not sign this plat before a Notary Public.



DMG	
DEPARTMENT CONSULTANTS, INC.	
3600 SHEERMAN STREET, SUITE 100	
DENVER, COLORADO 80202	
1 of 4	TAC/CFJ
DATE:	02-08-19
PRELIMINARY PLAT	

LENA STREET COMMONS
 ENCLAMING LLC
 600 SHEERMAN STREET, SUITE 100
 DENVER, CO 80202
 970-428-2800

PRELIMINARY PLAT OF LENA STREET COMMONS

A PLANNED UNIT DEVELOPMENT

SITUATED IN SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

NOTES:

1. **FORMATION OF COMMON INTEREST COMMUNITIES.**

a. In connection with the development of the Lena Street Commons project, the property to be developed shall be divided into lots and units. The lots and units shall be owned by the Lena Street Commons Condominium Association, ("Condominium Association"), which shall be organized as a Colorado corporation. The Condominium Association shall be organized under the laws of the State of Colorado and shall be governed by the Condominium Association Act, ("Condominium Act"), which is hereby adopted by reference to the Condominium Act as amended from time to time. The Condominium Association shall be organized as a Colorado corporation and shall be governed by the Condominium Act as amended from time to time. The Condominium Association shall be organized as a Colorado corporation and shall be governed by the Condominium Act as amended from time to time.
2. **DEVELOPMENT AGREEMENT:**

a. The Developer and the Lien holder entered into a certain "Development Agreement" containing the terms and conditions of the development of the Lena Street Commons project. The Development Agreement shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The Development Agreement shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
3. **VEHICLE RIGHTS AND PARKING PLAN:**

a. The Condominium Association shall establish certain vehicle parking areas and parking spaces and shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The Condominium Association shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
4. **PROVISION OF DEED RESTRICTED HOUSING:**

a. The Development Agreement requires that the Developer construct and provide deed restricted housing in certain portions of the development. The deed restricted housing shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The deed restricted housing shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
5. **STAIR-STEP EROSION:**

a. The Development Agreement requires that the Developer construct and provide stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
6. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
7. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
8. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
9. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
10. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
11. **STAIR-STEP EROSION MEASURES:**

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12. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
13. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
14. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
15. **STAIR-STEP EROSION MEASURES:**

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16. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
17. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
18. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.
19. **STAIR-STEP EROSION MEASURES:**

a. The Developer shall be responsible for the design and construction of stair-step erosion control measures in certain portions of the development. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time. The stair-step erosion control measures shall be subject to the terms and conditions of the Development Agreement as amended from time to time.

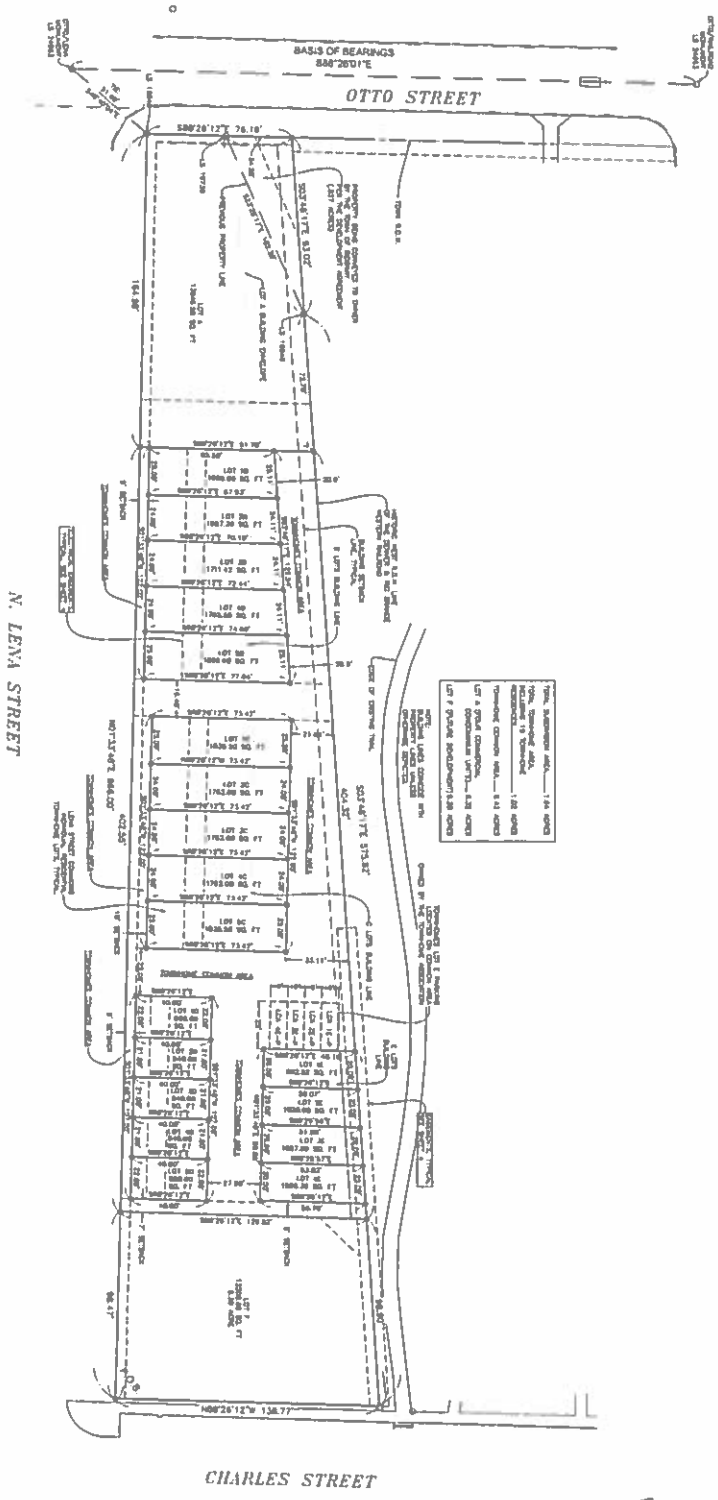
NOTE: According to Colorado Law (17-80-100, C.R.S.) you must commence any type of development within 18 months of the date of the subdivision map. If you do not commence development within that time (18) months from the date of the subdivision map, then you must re-submit the map to the County Engineer for review.

DWMC	DEVELOPMENT CONSULTANTS, INC.	
2 of 4	THAC#JL	02-06-19
17008	LENA STREET COMMONS	
607 SHERMAN STREET, SUITE C RIDGWAY, CO 81432 870-626-2000		
PRELIMINARY PLAT		

PRELIMINARY PLAT OF LENA STREET COMMONS

A PLANNED UNIT DEVELOPMENT

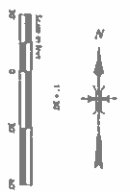
SITUATED IN SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO



1/4 ACRES	1.00 ACRES
1/2 ACRES	2.00 ACRES
3/4 ACRES	3.00 ACRES
1 ACRES	4.00 ACRES
1 1/4 ACRES	5.00 ACRES
1 1/2 ACRES	6.00 ACRES
1 3/4 ACRES	7.00 ACRES
2 ACRES	8.00 ACRES
2 1/4 ACRES	9.00 ACRES
2 1/2 ACRES	10.00 ACRES
2 3/4 ACRES	11.00 ACRES
3 ACRES	12.00 ACRES
3 1/4 ACRES	13.00 ACRES
3 1/2 ACRES	14.00 ACRES
3 3/4 ACRES	15.00 ACRES
4 ACRES	16.00 ACRES
4 1/4 ACRES	17.00 ACRES
4 1/2 ACRES	18.00 ACRES
4 3/4 ACRES	19.00 ACRES
5 ACRES	20.00 ACRES

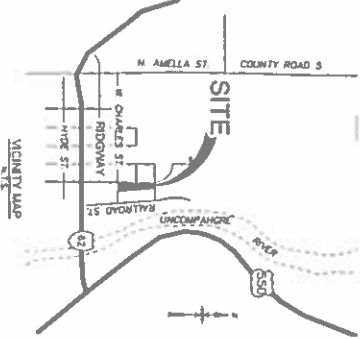
NOTE: According to Colorado Law (1-10-100, C.R.S.) you must commence any type action against any party to this survey within three (3) years after the date of recording. This plat is subject to the provisions of the Colorado Uniform Partition of Heirs Property Act (C.U.P.H.P.A.) which may apply to this survey. The provisions of the C.U.P.H.P.A. are hereby incorporated into this plat. (15) pages from the book of the certification survey plat.

DMG	DEPARTMENT CONSULTANTS, INC.	LENA STREET COMMONS
	3000 S. W. 10TH AVENUE, SUITE 100 DENVER, CO 80202	LENA STREET COMMONS
3 of 4	THAC.P.A.	840 SHERMAN STREET, UNIT C RIDGWAY, CO 81432
	17200	870-626-2000
		PRELIMINARY PLAT



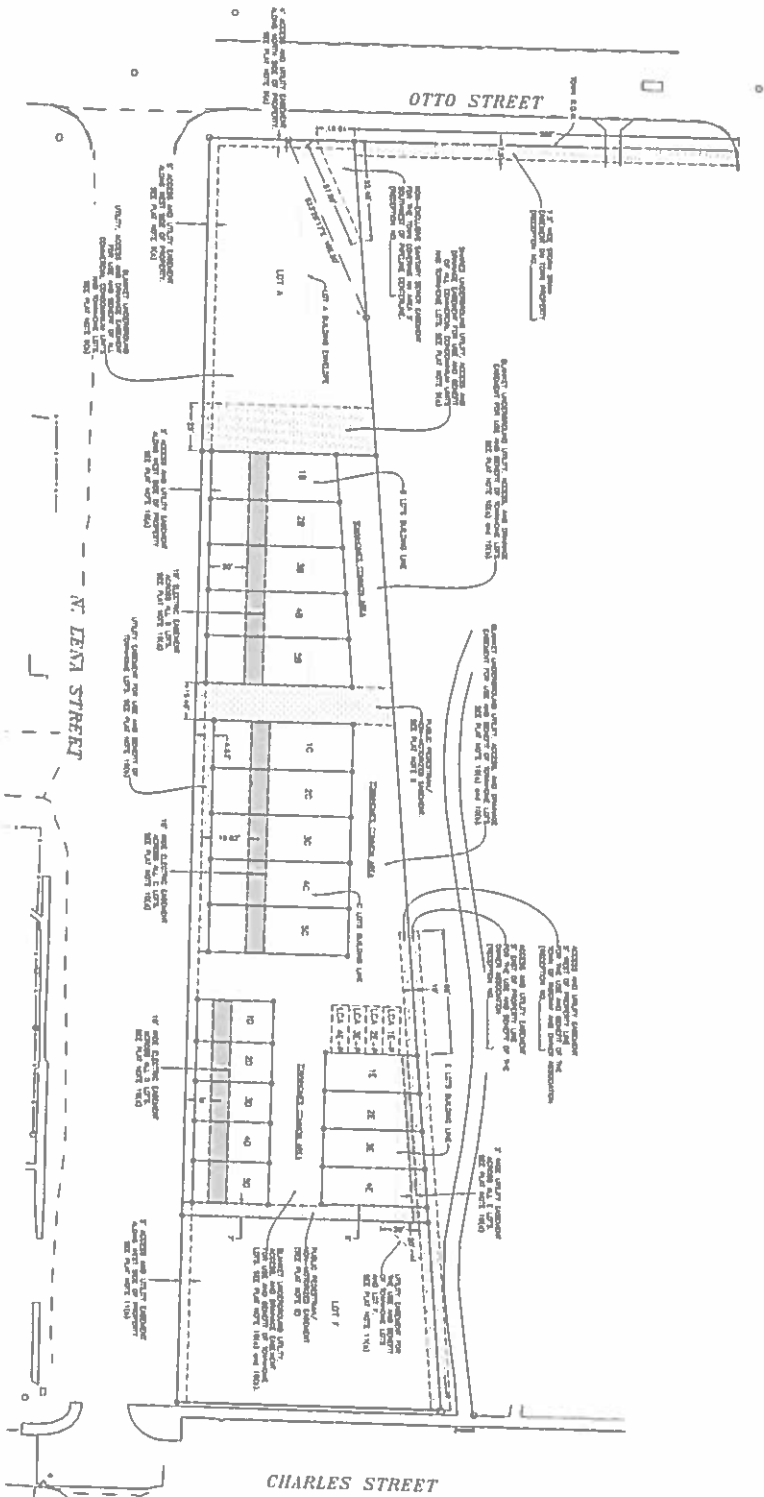
LEGEND

- = ROAD RIGHT & CAP (L.S. 45 NORTH)
- △ = ROAD RIGHT
- = SET 0' REPAIR w/ 1" ALUMINUM CAP L.S. 30337

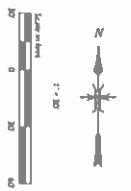


PRELIMINARY PLAT OF LENA STREET COMMONS A PLANNED UNIT DEVELOPMENT

SITUATED IN SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO



- LEGEND**
- = ROAD RIGHT & CAP (L.S. 49 NOTIC)
 - △ = ROAD RIGHT
 - = SETBACK
 - = SETBACK
 - = SETBACK
 - = PUBLIC PROPERTY/AS-APPORTIONED EASEMENT



NOTICE: According to Colorado Law (1-1-80-100, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover or should have discovered the defect. If you do not commence any legal action within three (3) years from the date of the description herein, you will be deemed to have affirmed the accuracy of the description herein.

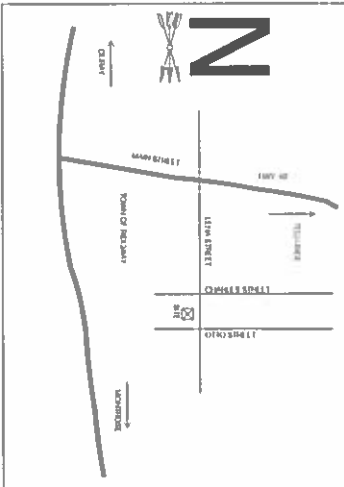
DMG	
DEVELOPMENT CONSULTANTS, INC.	
1600 SHELDON AVENUE, SUITE 100 DENVER, COLORADO 80202	
TEL: (303) 733-1100 FAX: (303) 733-1101	
WWW.DMGCONSULTANTS.COM	
PROJECT:	LENA STREET COMMONS
DATE:	03-08-19
BY:	PRELIMINARY PLAT
SCALE:	1/2" = 10'
NO. OF SHEETS:	4 OF 4

Exhibit C
(Development Plans)



LENA STREET COMMONS

VICINITY MAP

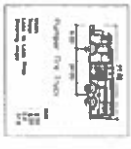
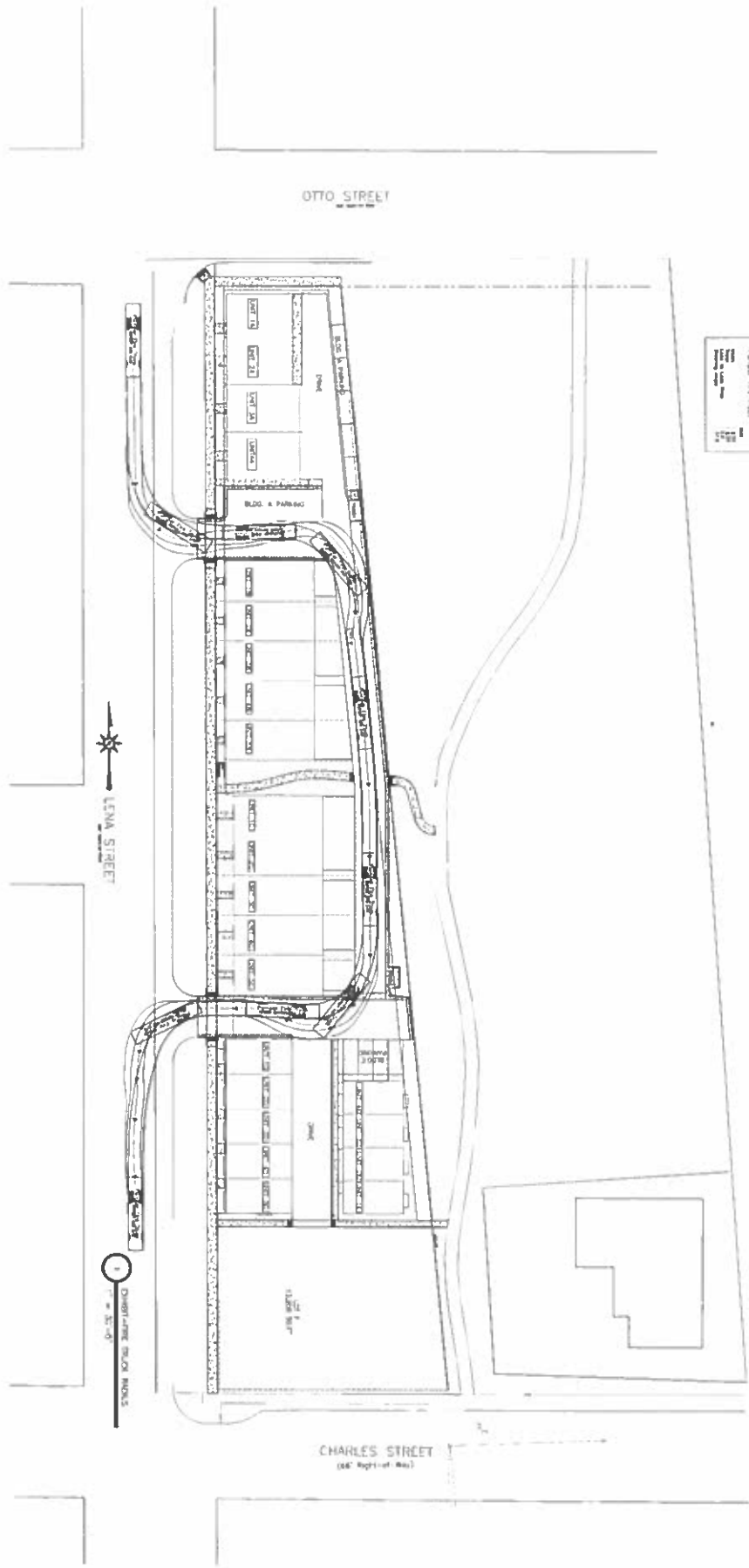


SHEET INDEX

- CIVIL DRAWINGS**
- 1 COVER
 - 2 SITE PLAN
 - 3 MASTER GRADING AND DRAINAGE PLAN
 - 4 GRADING PLAN - UNIT A
 - 5 GRADING PLAN - UNIT B
 - 6 GRADING PLAN - UNIT C
 - 7 GRADING PLAN - UNIT D & E
 - 8 GRADING PLAN - LOT F
 - 9 UTILITY PLAN
 - 10 STORM DRAIN PLAN & PROFILE
 - 11 STORM DRAIN PLAN & PROFILE
 - 12 ROOF DRAIN PROFILES
 - 13 DETAILS
- PLAT DRAWINGS**
- 1 PLAT NOTES
 - 2 PLAT NOTES
 - 3 PLAT PLAN
 - 4 PLAT & EASEMENT PLAN
- ARCHITECTURAL DRAWINGS**
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- DA 1.1 DEVELOPMENT PLAN
 - DA 1.2 FIRE TRUCK TURNING RADIUS EXHIBIT
 - A 1.0 LANDSCAPE PLAN
 - I 1.1 IRRIGATION PLAN
 - A 1.1 ARCHITECTURAL SITE & LIGHTING PLAN
 - A 1.2 ARCHITECTURAL SITE & LIGHTING PLAN
 - A 2.1 UNIT A FLOOR PLAN
 - A 2.2 UNIT B GRADE LEVEL FLOOR PLAN
 - A 2.3 UNIT B SECOND LEVEL FLOOR PLAN
 - A 2.4 UNIT C GRADE LEVEL FLOOR PLAN
 - A 2.5 UNIT C SECOND LEVEL FLOOR PLAN
 - A 2.6 UNIT D GRADE LEVEL FLOOR PLAN
 - A 2.7 UNIT D SECOND LEVEL FLOOR PLAN
 - A 2.8 UNIT D THIRD LEVEL FLOOR PLAN
 - A 2.9 UNIT E FLOOR PLAN
 - A 4.1 UNIT A BUILDING ELEVATIONS
 - A 4.2 UNIT B BUILDING ELEVATIONS
 - A 4.3 UNIT B BUILDING ELEVATIONS
 - A 4.4 UNIT C BUILDING ELEVATIONS
 - A 4.5 UNIT C BUILDING ELEVATIONS
 - A 4.6 UNIT D BUILDING ELEVATIONS
 - A 4.7 UNIT D BUILDING ELEVATIONS
 - A 4.8 UNIT E BUILDING ELEVATIONS
 - A 5.1 UNIT A BUILDING SECTIONS
 - A 5.2 UNIT B BUILDING SECTIONS
 - A 5.3 UNIT C BUILDING SECTIONS
 - A 5.4 UNIT D BUILDING SECTIONS
 - A 5.5 UNIT E BUILDING SECTIONS

PROJECT INFORMATION

- PROJECT ADDRESS:** TBD LENA STREET
- OWNER:** LENA COMMONS, LLC
a COLORADO limited liability company
- APPLICANT:** YATE ROGERS
 ROGERS REAL ESTATE GROUP
 (970) 926-2800
- ARCHITECT:** HINES DESIGNS
 SUNDRA HINES
 188 MARIE STREET
 RIDGWAY, CO 81432
 (970) 926-2300
- CIVIL ENGINEER:** DELMONT CONSULTANTS
 173 COLORADO AVENUE
 MONTROSE, CO 81401
 (970) 249-2251
- LEGAL COUNSEL:** TOM KENNEDY
 THE LAW OFFICES OF THOMAS G. KENNEDY
 P.O. BOX 3081
 TELLURIDE, CO 81435
 (970) 728-2424



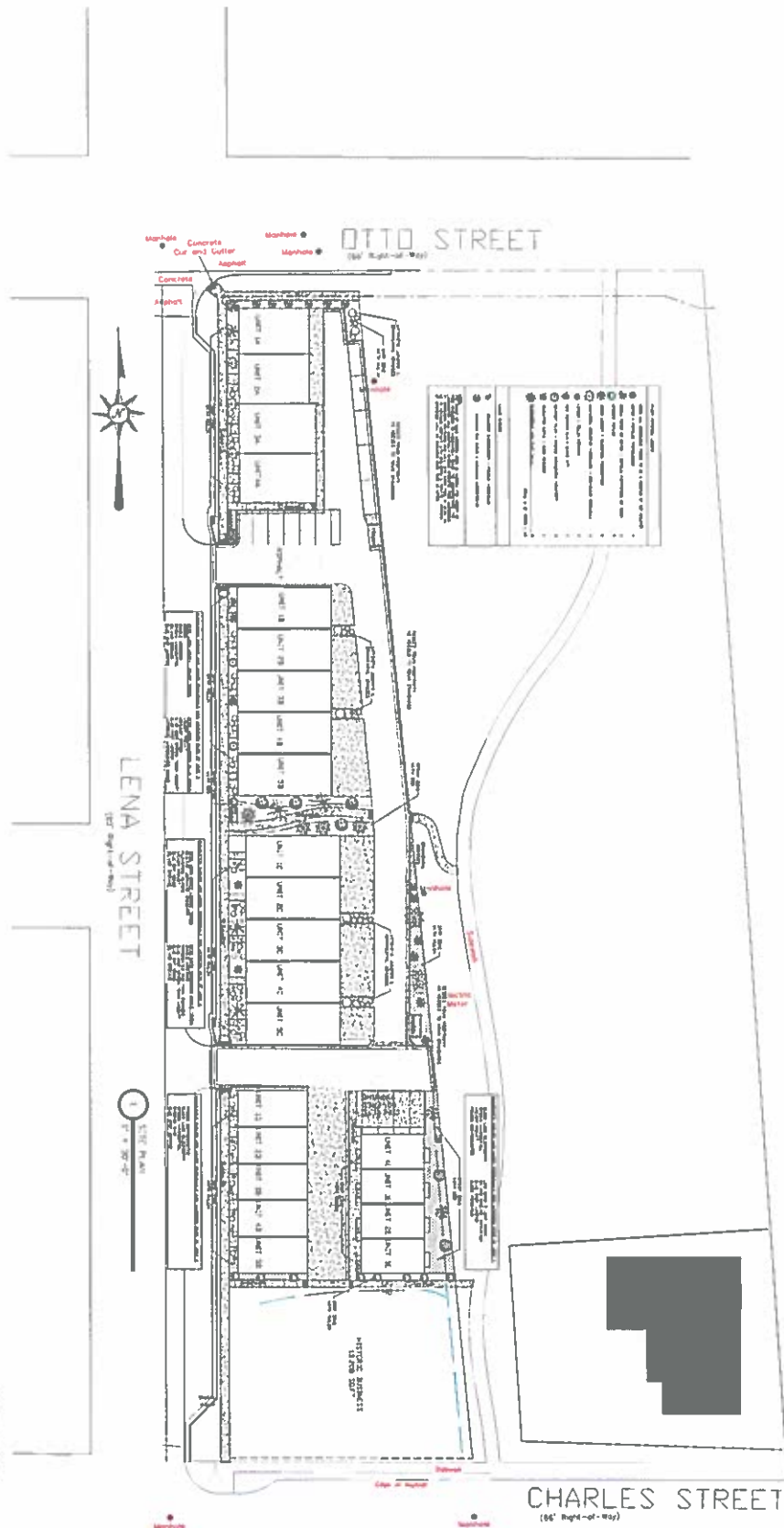
LENA STREET COMMONS
 RDGWAY, CO

DATE: 3.09.19
 DRAWN: [Name]
 CHECKED: [Name]

HINES DESIGNS, LLC

3000 N. [Address]
 [City, State, Zip]

DA 1.2



1. MARBLE	2. CONCRETE	3. ASPHALT
4. GRANITE	5. GIPSUM	6. STUCCO
7. BRICK	8. BLOCK	9. CMU
10. CLAY TILE	11. CERAMIC TILE	12. METAL PANEL
13. POLYURETHANE	14. EPOXY	15. PAINT
16. SLAG	17. GRASS	18. LANDSCAPE
19. ASPHALT	20. CONCRETE	21. MARBLE
22. GRANITE	23. GIPSUM	24. STUCCO
25. BRICK	26. BLOCK	27. CMU
28. CLAY TILE	29. CERAMIC TILE	30. METAL PANEL
31. POLYURETHANE	32. EPOXY	33. PAINT
34. SLAG	35. GRASS	36. LANDSCAPE
37. ASPHALT	38. CONCRETE	39. MARBLE
40. GRANITE	41. GIPSUM	42. STUCCO
43. BRICK	44. BLOCK	45. CMU
46. CLAY TILE	47. CERAMIC TILE	48. METAL PANEL
49. POLYURETHANE	50. EPOXY	51. PAINT
52. SLAG	53. GRASS	54. LANDSCAPE
55. ASPHALT	56. CONCRETE	57. MARBLE
58. GRANITE	59. GIPSUM	60. STUCCO
61. BRICK	62. BLOCK	63. CMU
64. CLAY TILE	65. CERAMIC TILE	66. METAL PANEL
67. POLYURETHANE	68. EPOXY	69. PAINT
70. SLAG	71. GRASS	72. LANDSCAPE
73. ASPHALT	74. CONCRETE	75. MARBLE
76. GRANITE	77. GIPSUM	78. STUCCO
79. BRICK	80. BLOCK	81. CMU
82. CLAY TILE	83. CERAMIC TILE	84. METAL PANEL
85. POLYURETHANE	86. EPOXY	87. PAINT
88. SLAG	89. GRASS	90. LANDSCAPE
91. ASPHALT	92. CONCRETE	93. MARBLE
94. GRANITE	95. GIPSUM	96. STUCCO
97. BRICK	98. BLOCK	99. CMU
100. CLAY TILE	101. CERAMIC TILE	102. METAL PANEL

SCALE: 1/8"=1'-0"

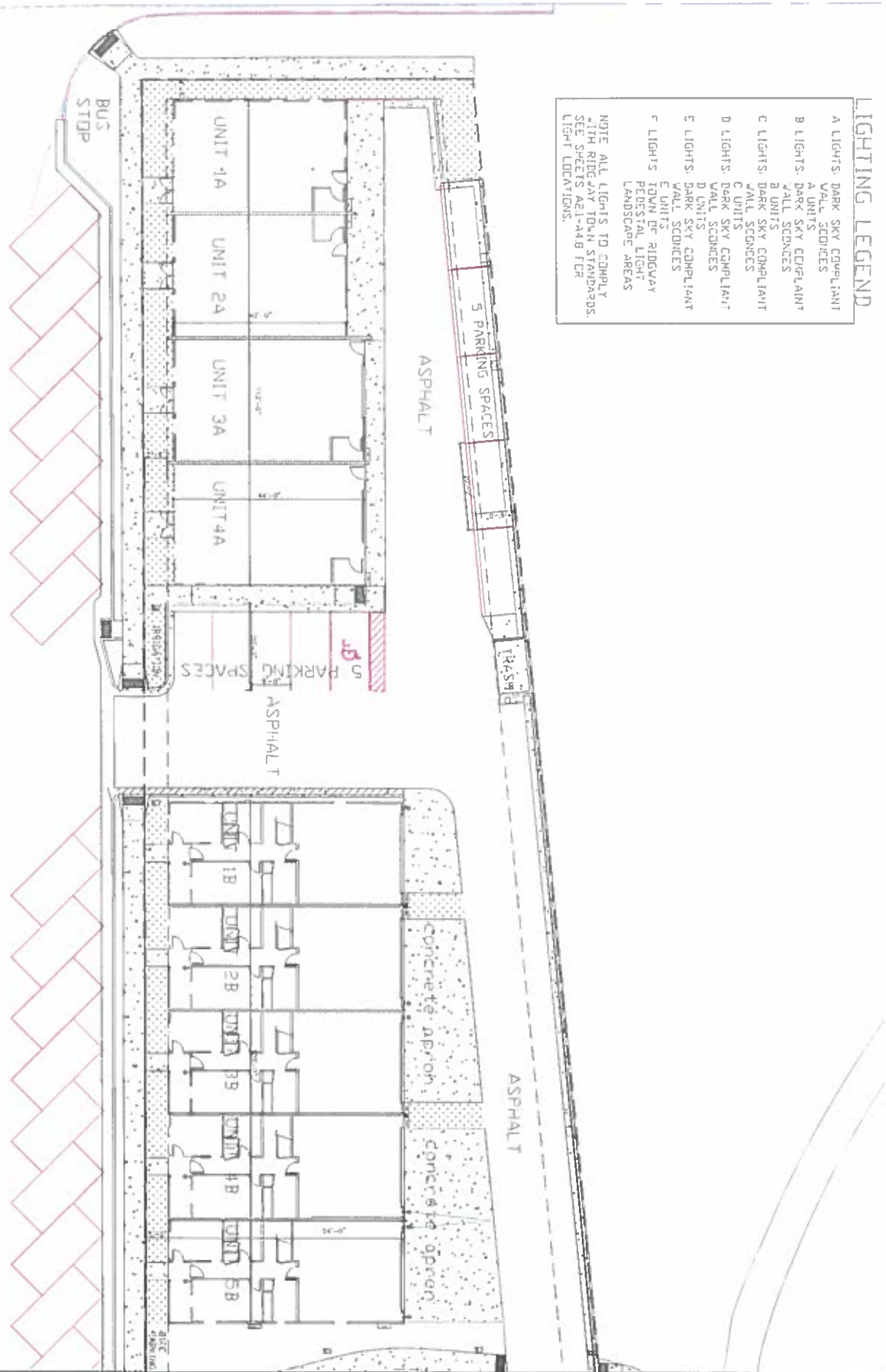
LENA STREET COMMONS
 RIDGWAY, CO

HINES DESIGNS, LLC
 3650 N. UNIVERSITY AVENUE
 DENVER, CO 80202

LIGHTING LEGEND

- A LIGHTS: DARK SKY COMPLIANT WALL SCODICES
- A UNITS
- B LIGHTS: DARK SKY COMPLIANT WALL SCODICES
- B UNITS
- C LIGHTS: DARK SKY COMPLIANT WALL SCODICES
- C UNITS
- D LIGHTS: DARK SKY COMPLIANT WALL SCODICES
- D UNITS
- E LIGHTS: DARK SKY COMPLIANT WALL SCODICES
- E UNITS
- F LIGHTS: TOWN OF RIDGWAY PESTICIDE LIGHT LANDSCAPE AREAS

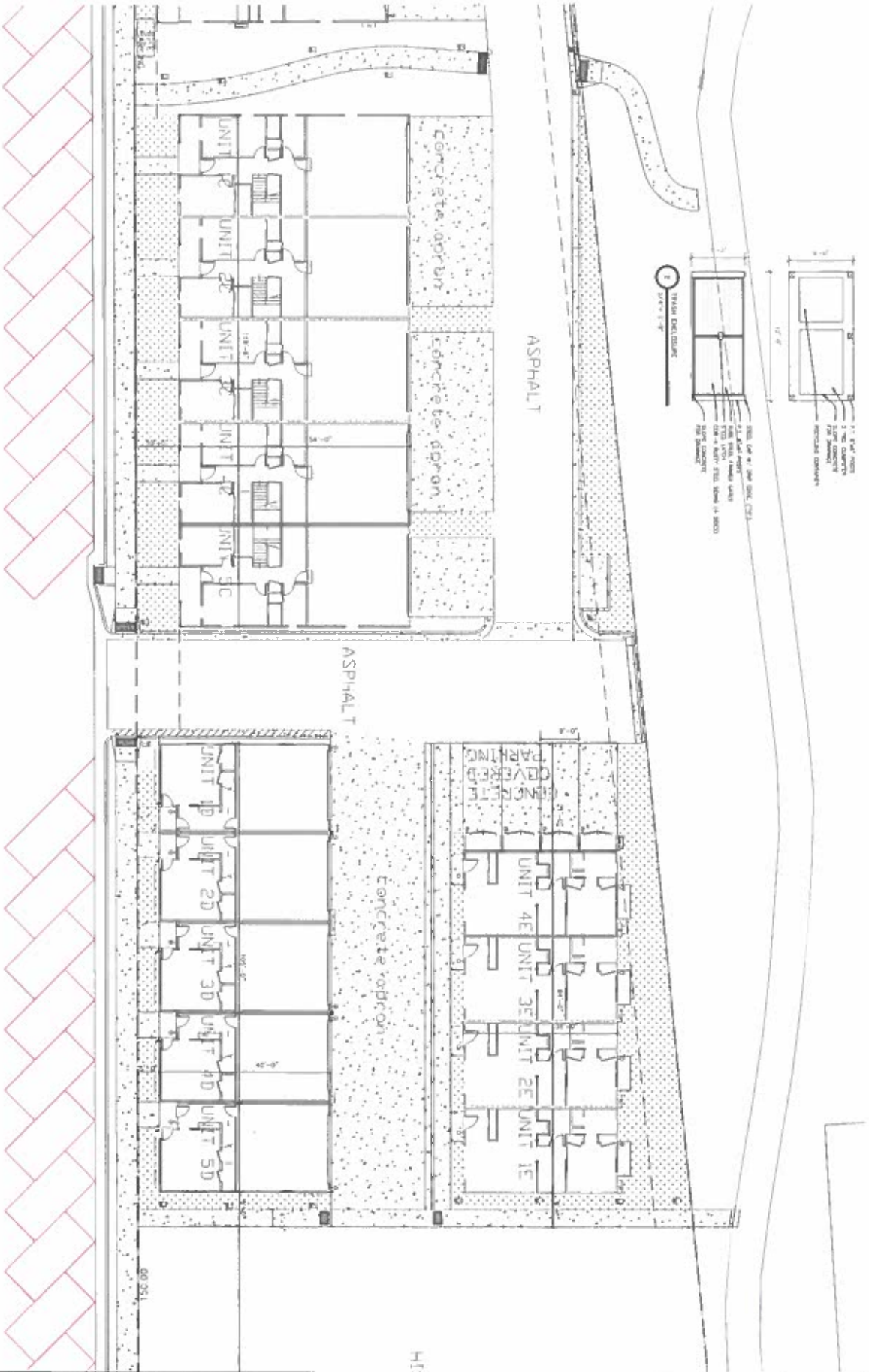
NOTE: ALL LIGHTS TO COMPLY WITH RIDGWAY TOWN STANDARDS. SEE SHEETS AE1-A4B FOR LIGHT LOCATIONS.



1 SITE PLAN
1" = 10'-0"

LENA STREET
(90° Right-of-Way)

<p>LENA STREET CONDOMINIUM RIDGWAY, CO</p>	<p>HINES DESIGNS, LLC</p> <p style="font-size: small;">1101 W. 11TH AVENUE DENVER, CO 80202</p>
<p>DATE: 05/13/13</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: LENA STREET CONDOMINIUM</p> <p>CLIENT: HINES DESIGNS, LLC</p>	<p>PROJECT NO: 13-001</p> <p>DATE: 05/13/13</p> <p>SCALE: AS SHOWN</p> <p>PROJECT: LENA STREET CONDOMINIUM</p> <p>CLIENT: HINES DESIGNS, LLC</p>



1 SITE PLAN
1" = 10'-0"

LENNA STREET
(30' Right-of-Way)

<p>CONTRACTOR</p> <p>DATE</p> <p>SCALE</p> <p>PROJECT</p>	<p>1214 STREET CORNERS MILWAUKEE, WI</p>
---	--

HINES DESIGNS, LLC

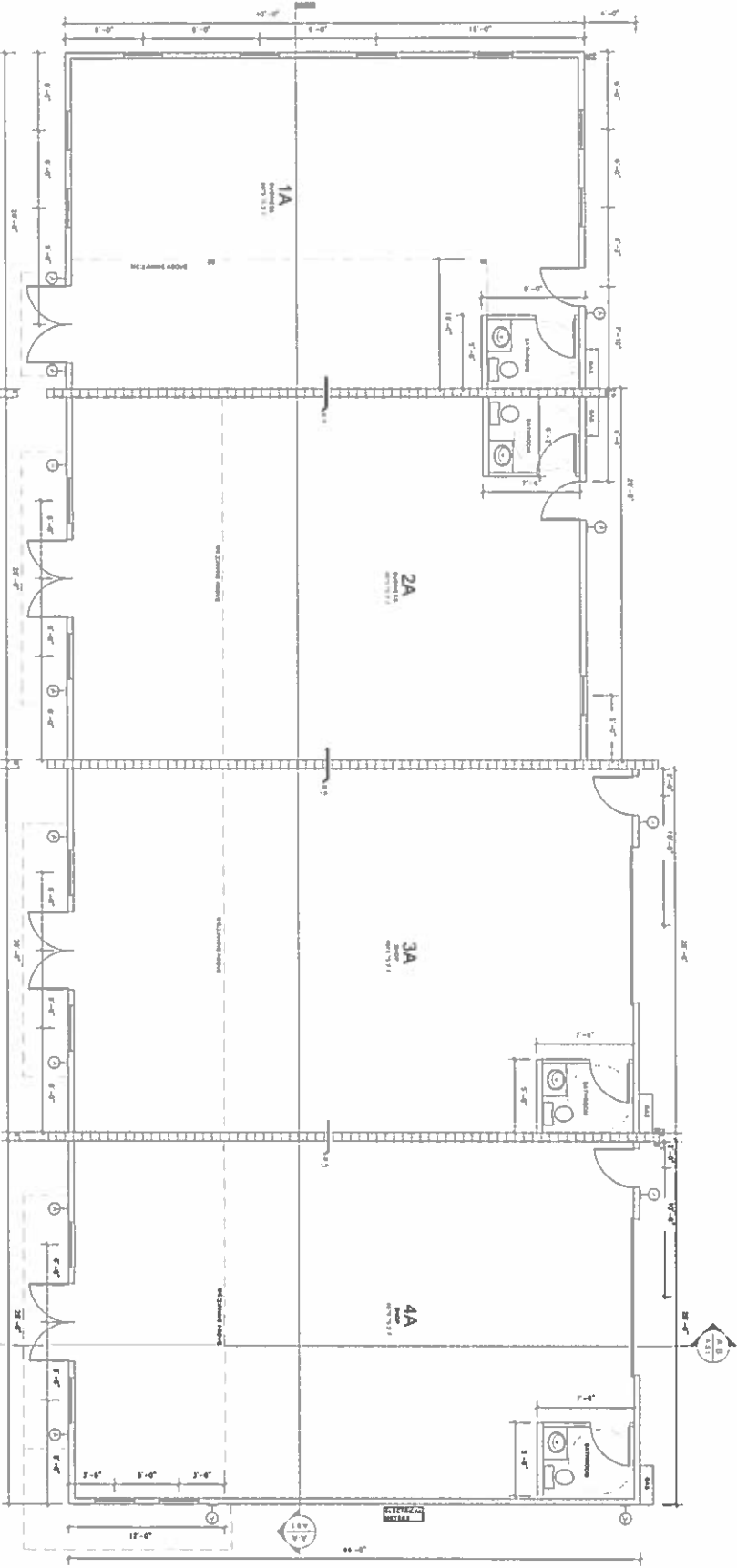
HEAD ARCHITECT
PROJECT MANAGER

A UNITS

EXISTING RESTROOMS TO REMAIN. CONCRETE SLAB ON GRADE FOUNDATION. REQUIRING FINISH OUT TO MATCH UNIT. SHALL BE IN 12" FROM FIRE RATED WALL.

EXISTING RESTROOMS TO REMAIN. CONCRETE SLAB ON GRADE FOUNDATION. REQUIRING FINISH OUT TO MATCH UNIT. SHALL BE IN 12" FROM FIRE RATED WALL.

REMOVED HOTEL TYPE A - DIAPHRAGM WALL DOWNSPORT LOCATION.



1 UNIT 107

LIVING ROOM PLAN

A.21

DATE: 10/18/18

FILE: 10/18/18

LENA STREET COMMONS
PRELIMINARY PLAN SUBMITTAL
HIDDWAY, COLORADO

HINES DESIGNS, LLC

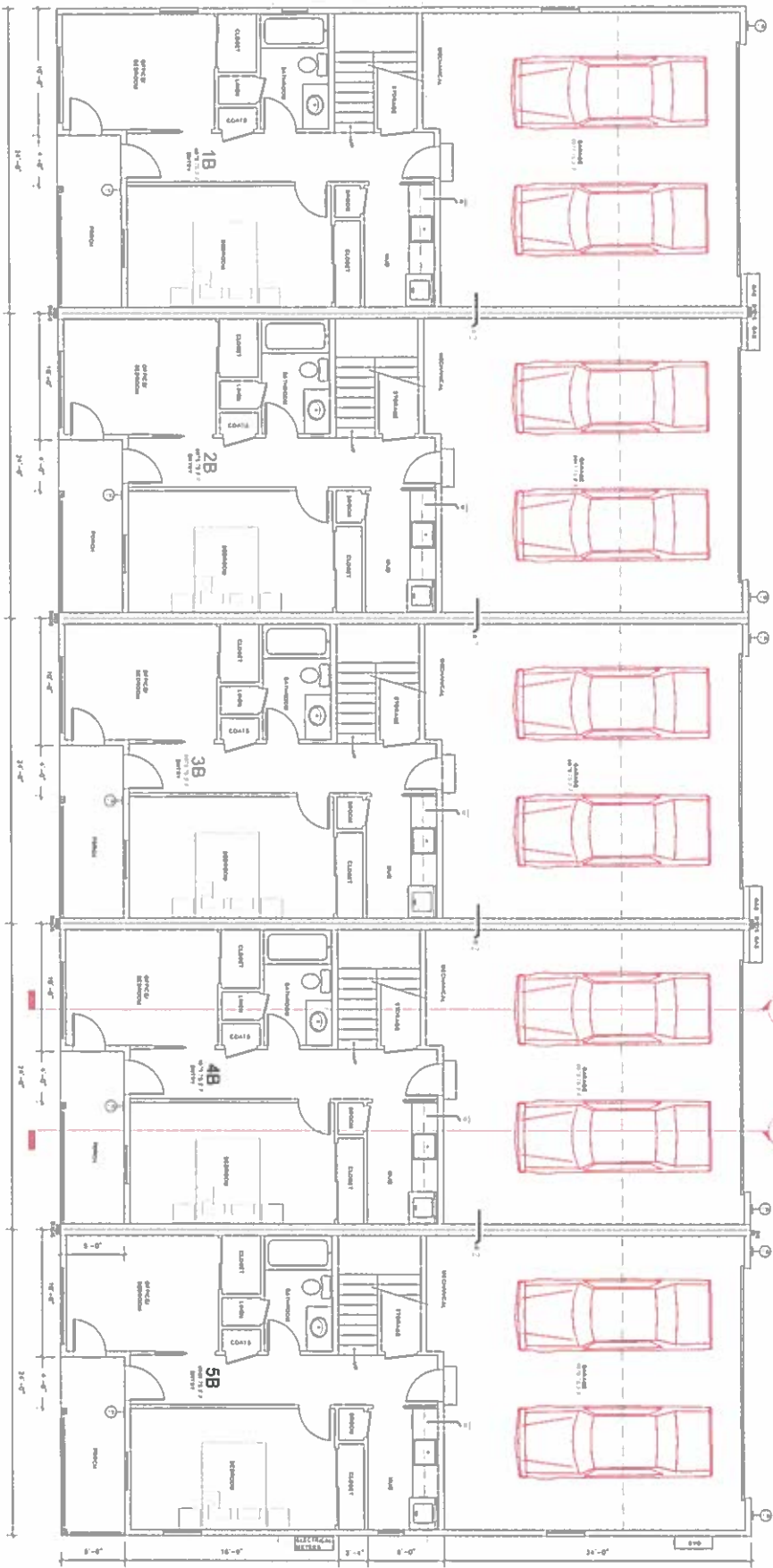
1000 N. 10TH AVENUE
DENVER, CO 80202

B UNITS

GENERAL NOTES:
 USE 1/2" THICK REINFORCED CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 WALL DETAIL 2" x 2" MINIMUM REINFORCED
 WALL DETAIL 2" x 2" MINIMUM REINFORCED
 WALL DETAIL 2" x 2" MINIMUM REINFORCED

CONSTRUCTION NOTES:
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 WALL DETAIL 2" x 2" MINIMUM REINFORCED
 WALL DETAIL 2" x 2" MINIMUM REINFORCED
 WALL DETAIL 2" x 2" MINIMUM REINFORCED

LIGHTING NOTES:
 TYPE B - DOWNROOP COMPARTMENT
 DOWNROOP LOCATION



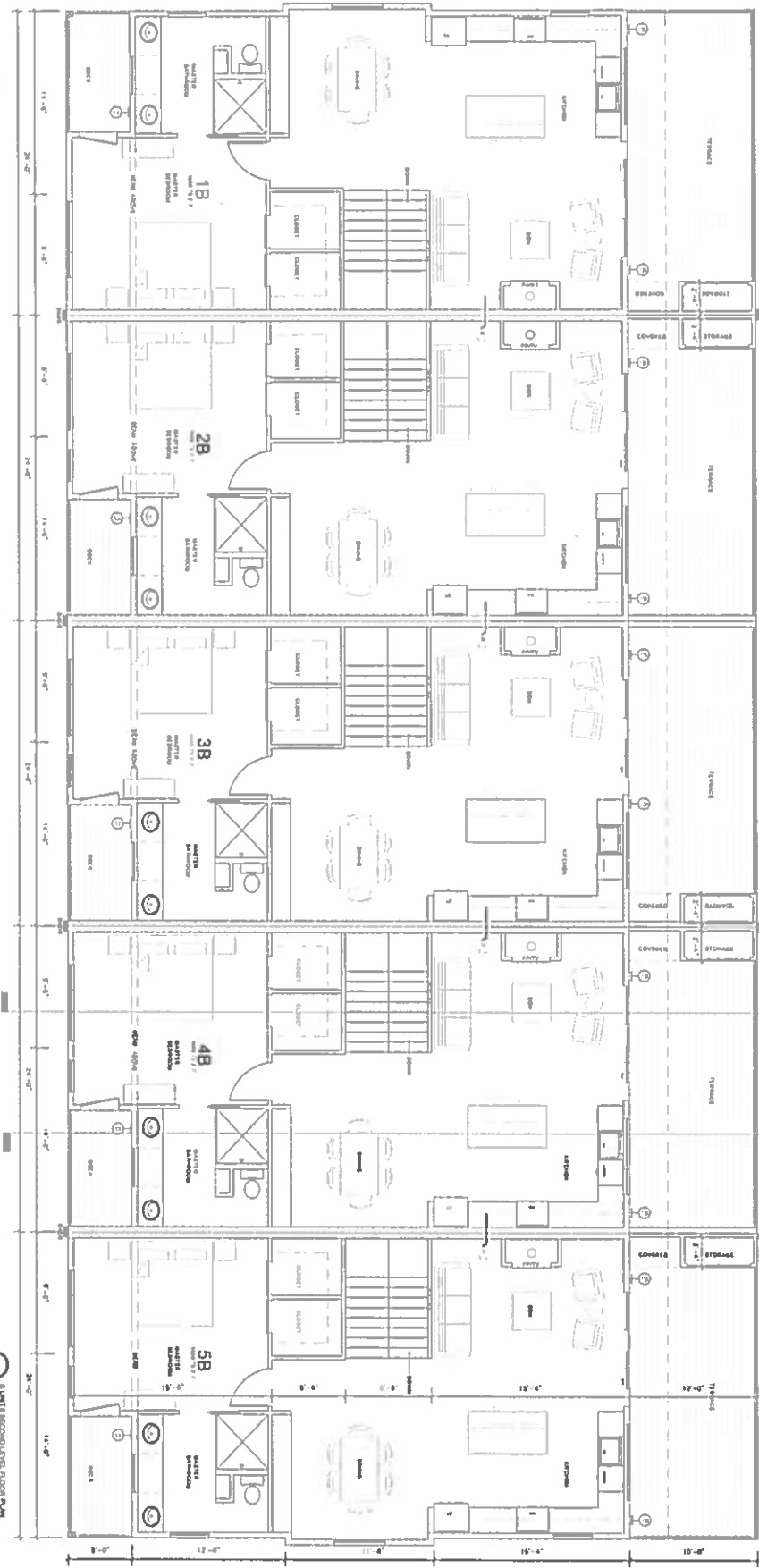
1 3/4" GARAGE FLOOR FINISH

DATE: 12/18/18
 PROJECT: LENA STREET COMMONS
 SHEET: A2.2

LENA STREET COMMONS
 PRELIMINARY PLAT SUBMITTAL
 RIDGWAY, COLORADO

HINES DESIGNS, LLC

118 PAV. RIDGWAY, CO
 PROJECT: LENA STREET COMMONS



B UNITS

GENERAL NOTES:

1. USE AS GENERAL COMMERCIAL.

2. USE AS HIGH DENSITY RESIDENTIAL.

3. THIS PLAN IS FOR 5 UNITS @ 1,831 S.F. UNIT.

4. FINISHES TO BE DETERMINED BY THE OWNER.

5. SEE SHEET 21-2 FOR LOT WIDTH.

6. SEE SHEET 21-1 FOR FRONT SETBACK.

CONSTRUCTION NOTES:

1. CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE.

2. CONCRETE SPACE BETWEEN UNITS TO BE FLOOR FINISH.

3. WALL DETAIL, C2 @ 1000mm FROM FINISHED WALL.

LIGHTING NOTES:

TYPE B - DIRECT DOWN LIGHTING

■ DOWNSPROUT LOCATIONS

1 SLAB SECOND LEVEL, ELEVATION PLAN

1/4" = 1'-0"

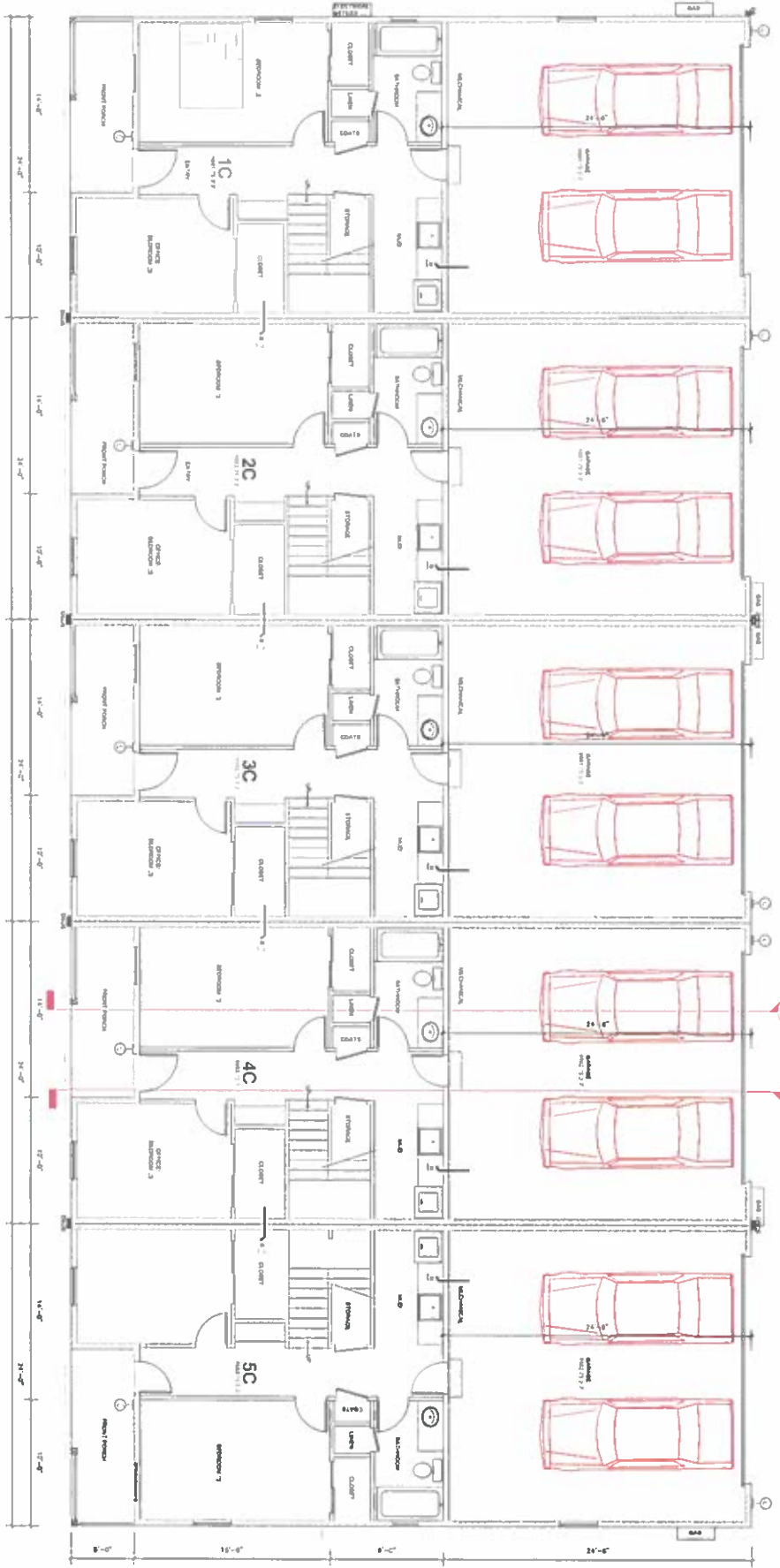
3/8" 1/8" 3/16" 1/4" 5/16" 3/8" 1/2" 5/8" 3/4" 7/8" 1"

C UNITS

CLASH - GENERAL COMMERCIAL
 USE - HIGH DENSITY RESIDENTIAL
 37' UNITS @ 1,083 S.F. & 27' UNITS @ 1,083 S.F.
 RECESSED HALLWAY
 100% FRONT RETAIL

CONSTRUCTION NOTES:
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 WALL DETAIL - 1" x 1" MOOR FIRE RATED WALL

LIGHTING NOTES:
 TYPE C - DIMMABLE COMPACT
 DOWNPOUT LOCATION



1 UNIT GARAGE LEVEL FLOOR PLAN
 1/4" = 1'-0"
 5 @ 840.9 FT EACH

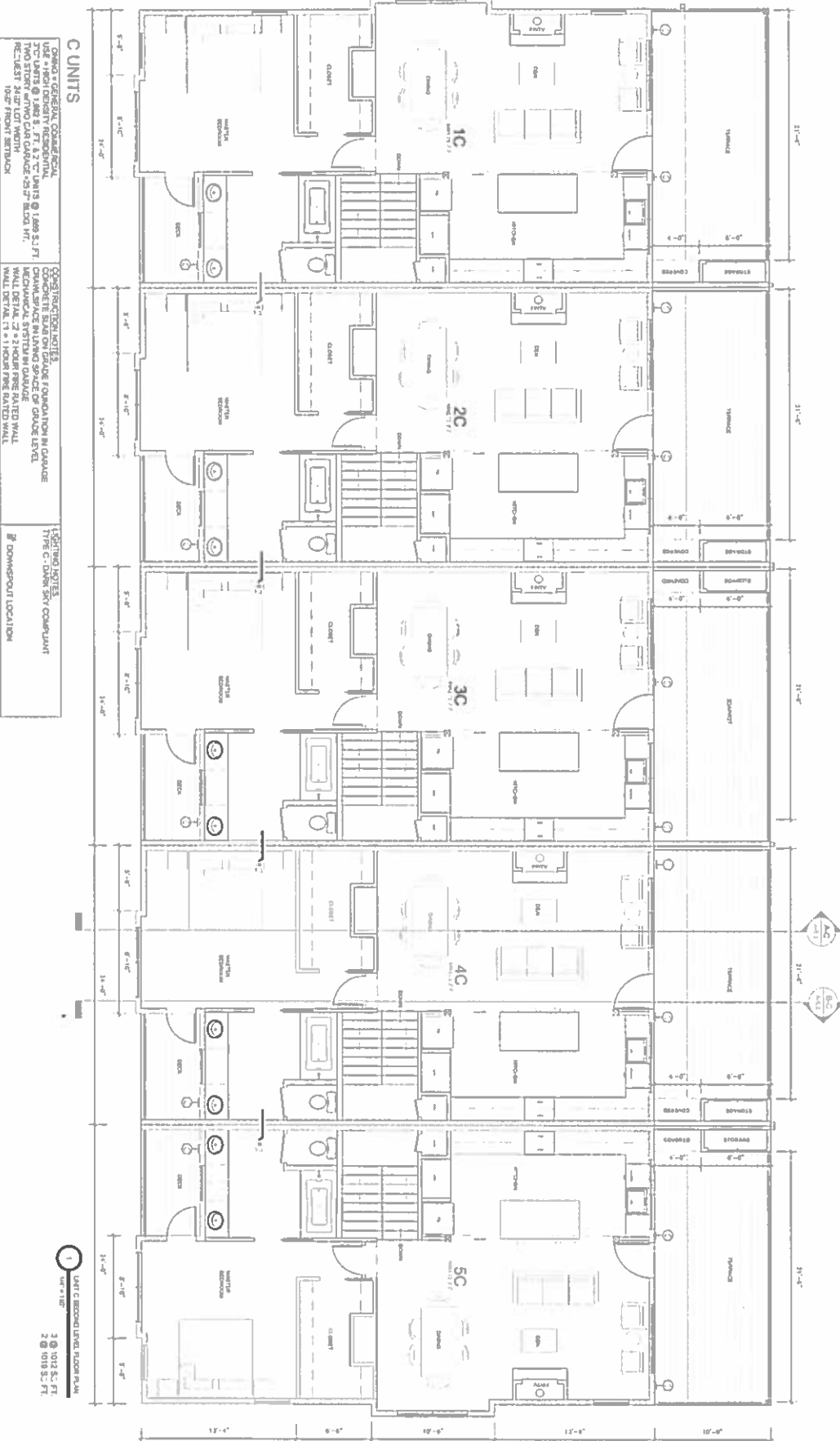
A.24

DATE: 5/11/19
 1. ENVT
 2. ELECTRICAL
 3. MECHANICAL
 4. PLUMBING

LENA STREET COMMONS
 PRELIMINARY PLAT SUBMITTAL
 RIDGWAY, COLORADO

HINES DESIGNS, LLC

PHONE: 720.555.1111
 3150 SOUTH BEAVER CREEK ROAD



C UNITS

GENERAL NOTES:
 1. UNIT C RECORDING LEVEL FLOOR PLAN
 2. UNIT C RECORDING LEVEL FLOOR PLAN
 3. UNIT C RECORDING LEVEL FLOOR PLAN

CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 MECHANICAL SYSTEMS IN GARAGE
 DOWNSPACE IN LIVING SPACE OF GARAGE LEVEL
 WALL DETAIL 1 = 1" HIGH FIRE RATED WALL
 WALL DETAIL 2 = 1" HIGH FIRE RATED WALL

RECORDING NOTES
 1. UNIT C RECORDING LEVEL FLOOR PLAN
 2. UNIT C RECORDING LEVEL FLOOR PLAN
 3. UNIT C RECORDING LEVEL FLOOR PLAN

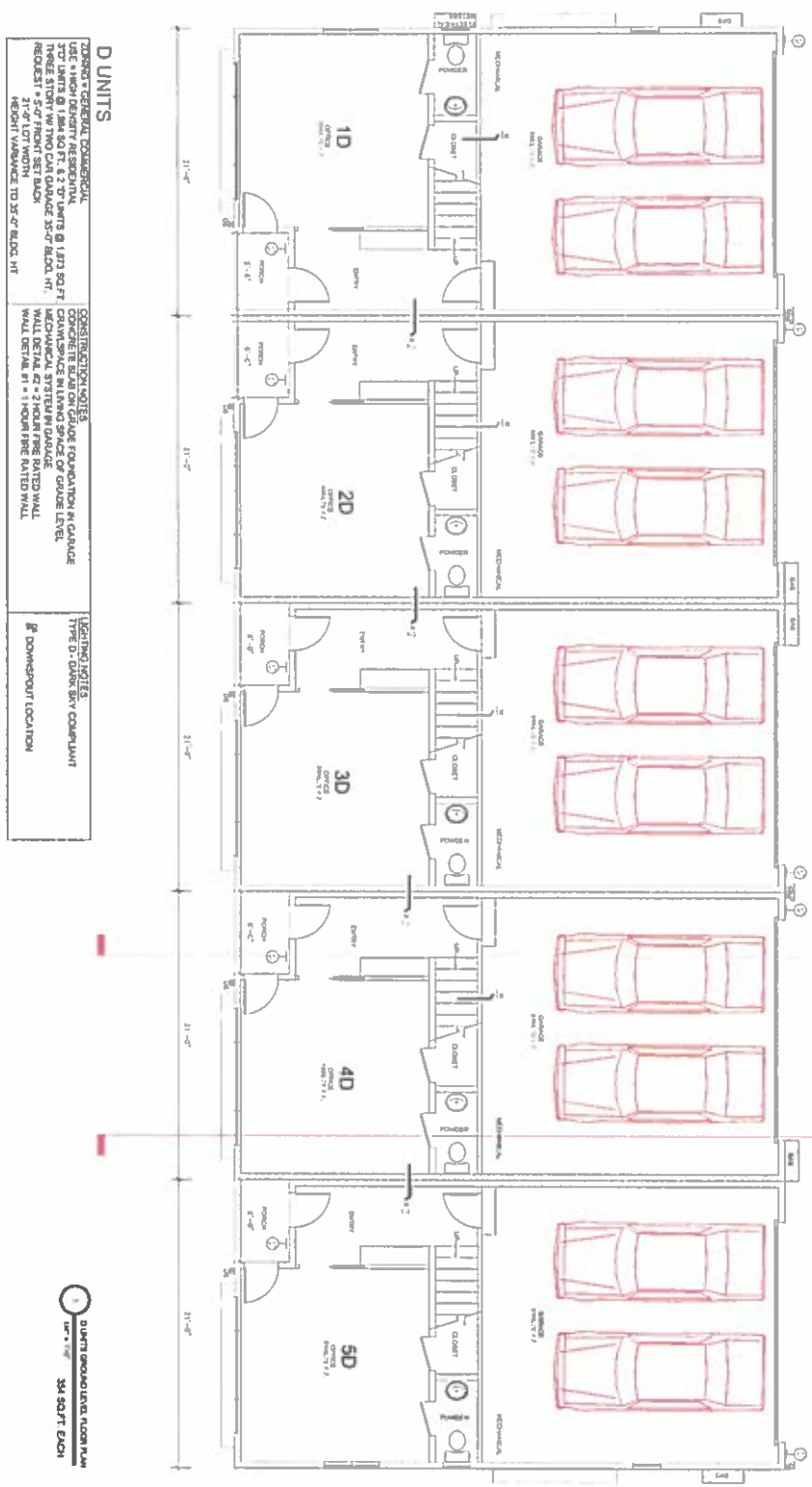
DOWNSPROUT LOCATION

UNIT C RECORDING LEVEL FLOOR PLAN
 UNIT C RECORDING LEVEL FLOOR PLAN
 UNIT C RECORDING LEVEL FLOOR PLAN

UNIT C RECORDING LEVEL FLOOR PLAN
 UNIT C RECORDING LEVEL FLOOR PLAN
 UNIT C RECORDING LEVEL FLOOR PLAN

UNIT C RECORDING LEVEL FLOOR PLAN
 UNIT C RECORDING LEVEL FLOOR PLAN
 UNIT C RECORDING LEVEL FLOOR PLAN

UNIT C RECORDING LEVEL FLOOR PLAN
 UNIT C RECORDING LEVEL FLOOR PLAN
 UNIT C RECORDING LEVEL FLOOR PLAN



D UNITS

<p>CONTRACT GENERAL REQUIREMENTS: USE 3/4" HIGH DENSITY FIBERGLASS 5" UNITS @ 1,248 SQ FT, & 2" UNITS @ 1,273 SQ FT THREE STORIES WITH TWO CAR GARAGE 35'-0" BLDG. HT. REBAR @ 21'-0" LOT WIDTH HEIGHT VARIANCE TO 35'-0" BLDG. HT</p>	<p>CONSTRUCTION NOTES: CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE DRAWING SPACE IN LIVING SPACE OF GARAGE LEVEL MECHANICAL SYSTEM IN GARAGE REBAR @ 21'-0" LOT WIDTH WALL DETAIL #1 = 1' ROOM PER PAVED WALL</p>	<p>LEGEND NOTES: TYPE D - DOWNSPOUT COMPLIANT DOWNSPOUT LOCATION</p>
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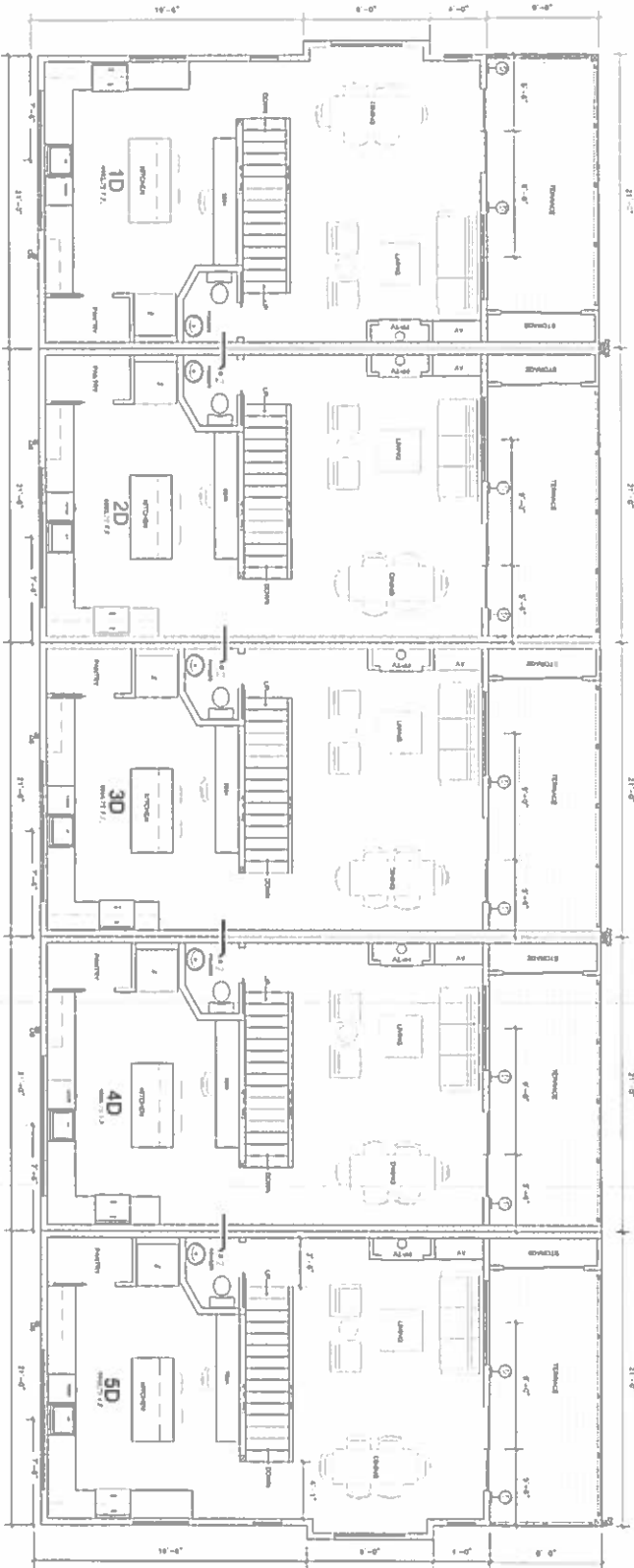
① UNITS GROUND LEVEL ROOM PLAN
 3M SQ FT EACH

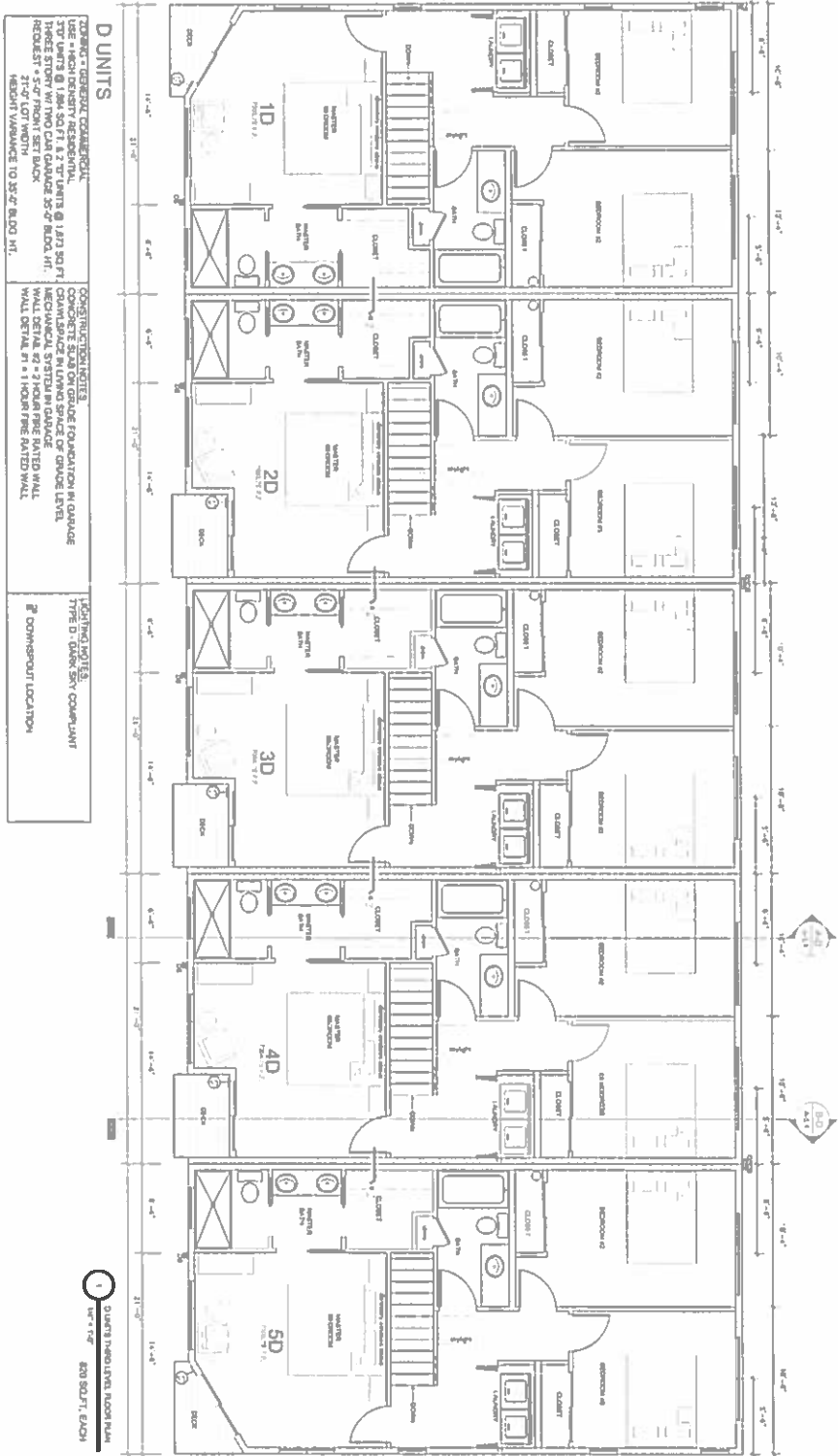
D UNITS
 ZONING: RESIDENTIAL DENSE
 USE: HIGH DENSITY RESIDENTIAL
 37' UNITS @ 1,144 SQ.FT. & 1,173 SQ.FT.
 THREE ENTRY W/ INDOOR GARAGE 35'-0" BLDG. HT.
 RESIDENT 21'-0" LOT WIDTH
 HEIGHT VARIANCE TO 35'-0" BLDG. HT.

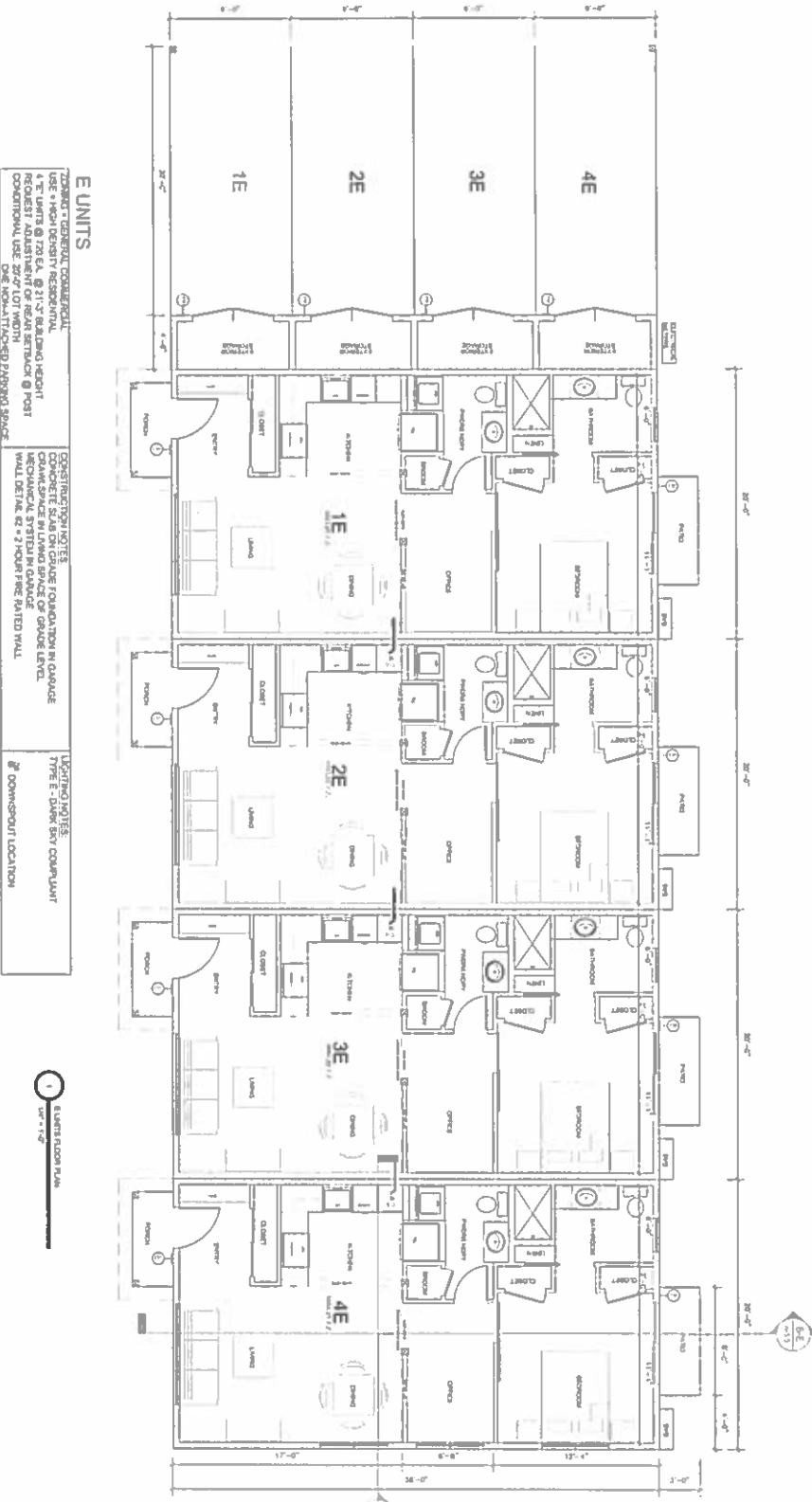
CONSTRUCTION NOTES:
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 CRACK/SPACE IN LIVING SPACE OF GARAGE LEVEL
 MECHANICAL SYSTEMS IN GARAGE 180 WALL
 WALL DETAIL #1 + 1' INDOOR FIRE RATED WALL

LOADING NOTES:
 TYPE D - DOWN SPT COMPLIANT
 #2 DOWNSPOUT LOCATION

1 0.6473 RESIDENTIAL ROOM PLAN
 UNIT #149
 3 @ 873 SQ.FT. EACH
 2 @ 881 SQ.FT. EACH







E UNITS

CONCRETE TYPICAL CONSTRUCTION:
 USE 7 MESH REINFORCING REBAR.
 4" TYPICAL @ 20" O.C. @ 31" TYPICAL HEIGHT.
 REQUEST ADJUSTMENT OF REBAR SETBACK @ POST
 CONCRETE WALL, USE 2#4 @ 10" WITH
 ONE REBAR IN EACH 2' SPACING SPACE.

CONCRETE TYPICAL NOTES:
 CONCRETE SLAB ON GRADE FOUNDATION IN GARAGE
 CONCRETE SPACE IN LIVING SPACE OF GARAGE LEVEL.
 WALL DETAIL IS 2" TYPICAL REINFORCED WALL.

LOADING NOTES:
 TYPE E - DOWN STAIR COMPLIANT
 DOWNSTAIR LOCATION

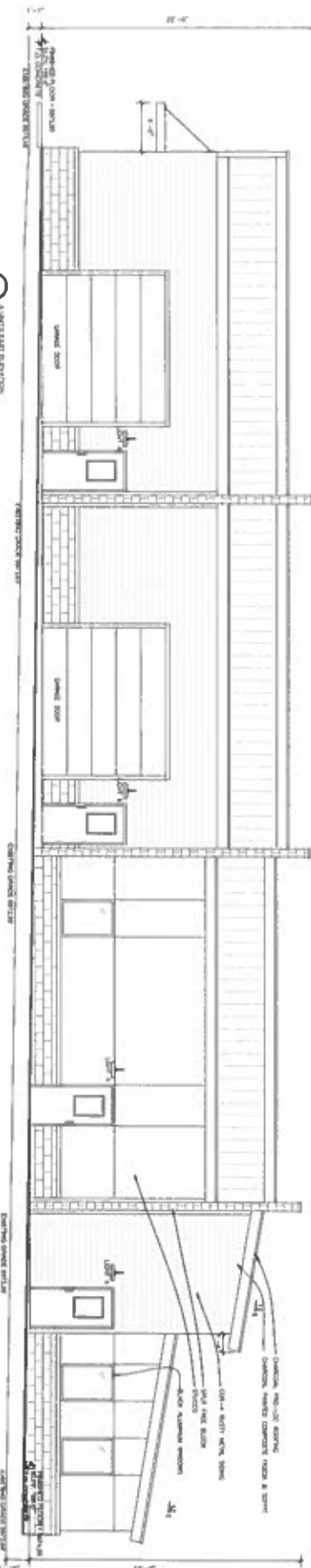
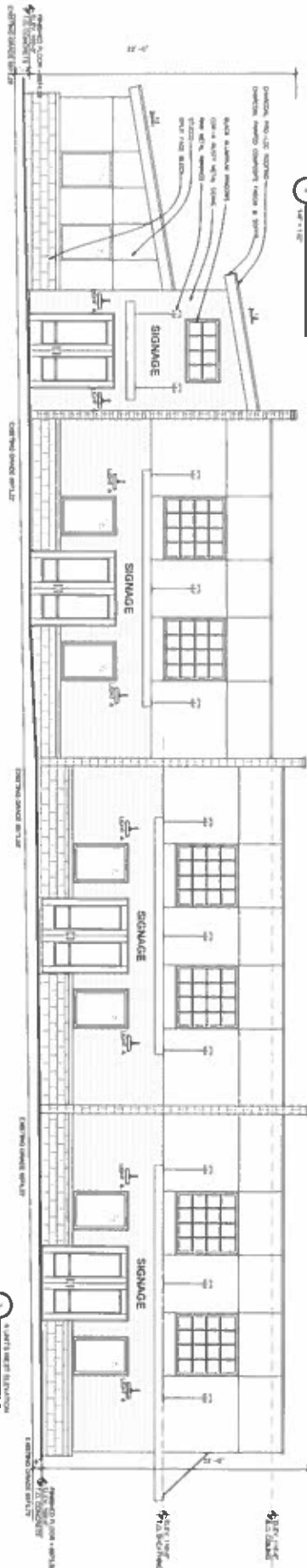
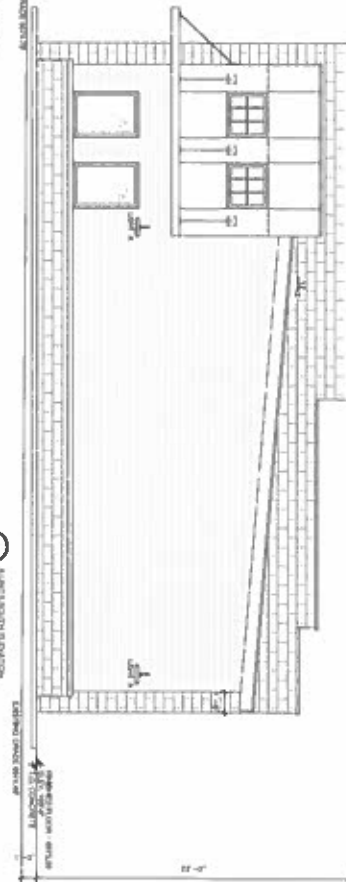
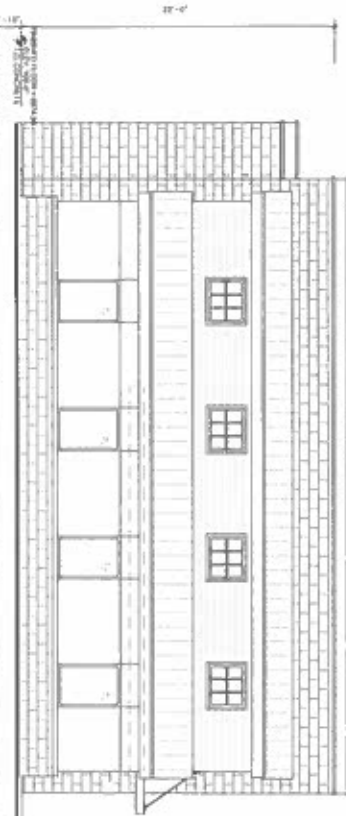


DATE: 12/13/19
 E. SMITH
 LICENSE NO. 12345

LENA STREET COMMONS
 PRELIMINARY PLAT SUBMITTAL
 RIDGWAY, COLORADO

HINES DESIGNS, LLC

A2.9

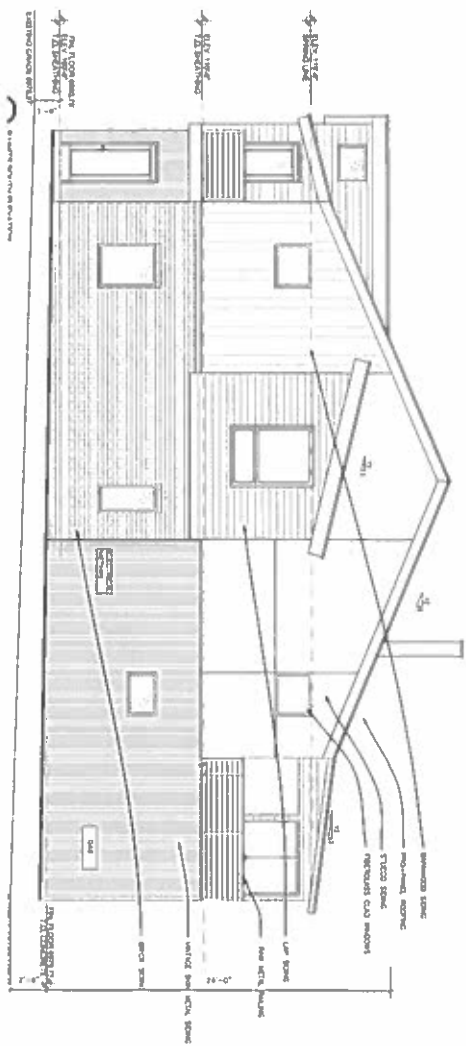


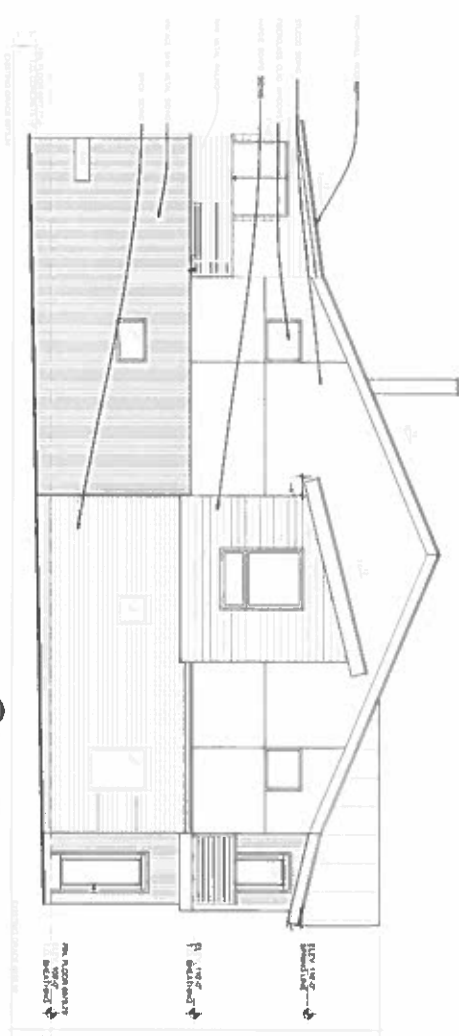
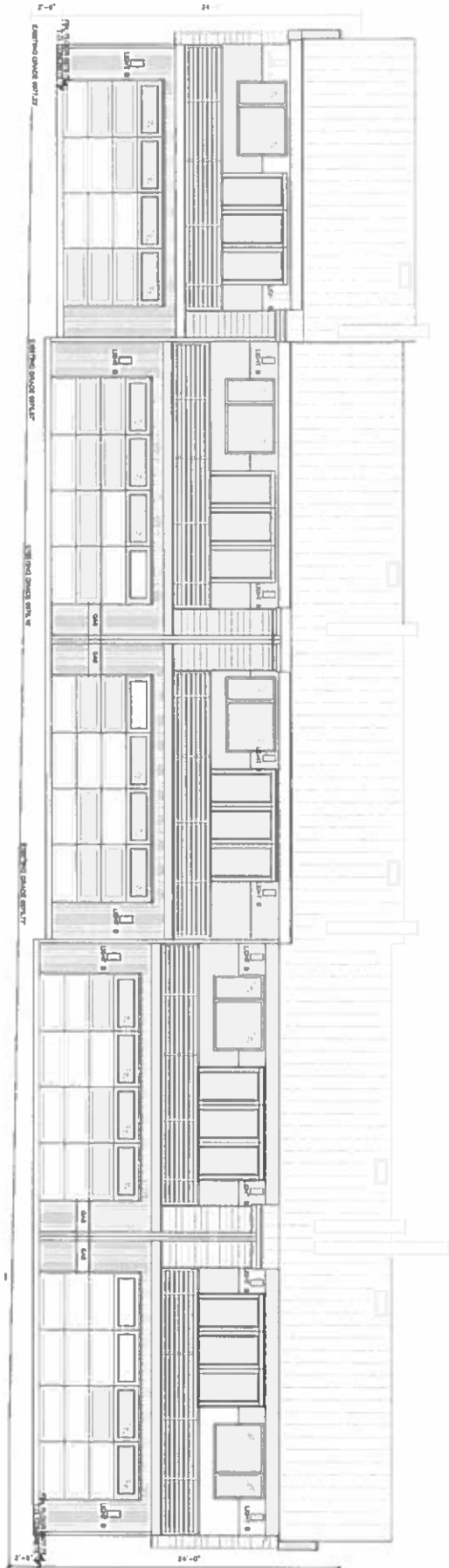
A-1 EAST ELEVATION
DATE: 11/13/18

A-1 NORTH ELEVATION
DATE: 11/13/18

A-1 WEST ELEVATION
DATE: 11/13/18

A-1 SOUTH ELEVATION
DATE: 11/13/18

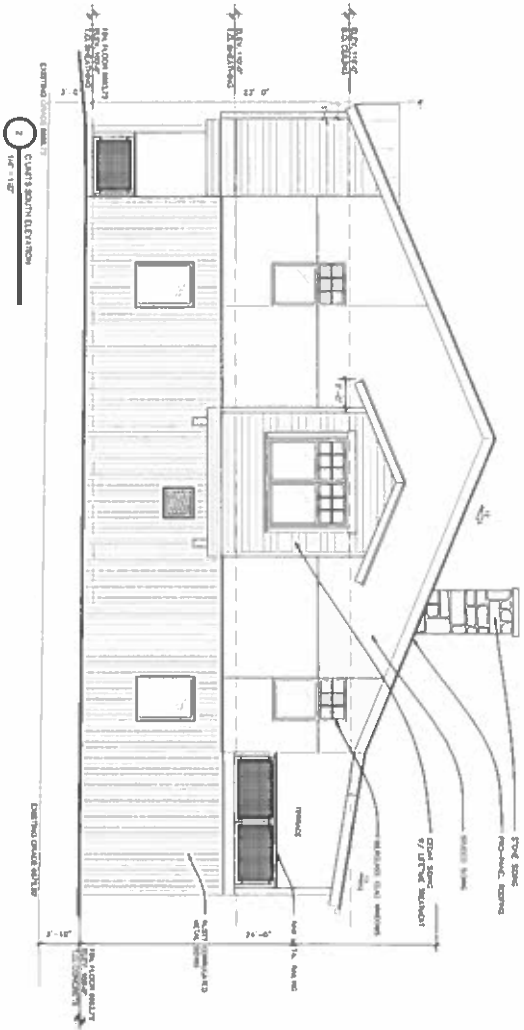
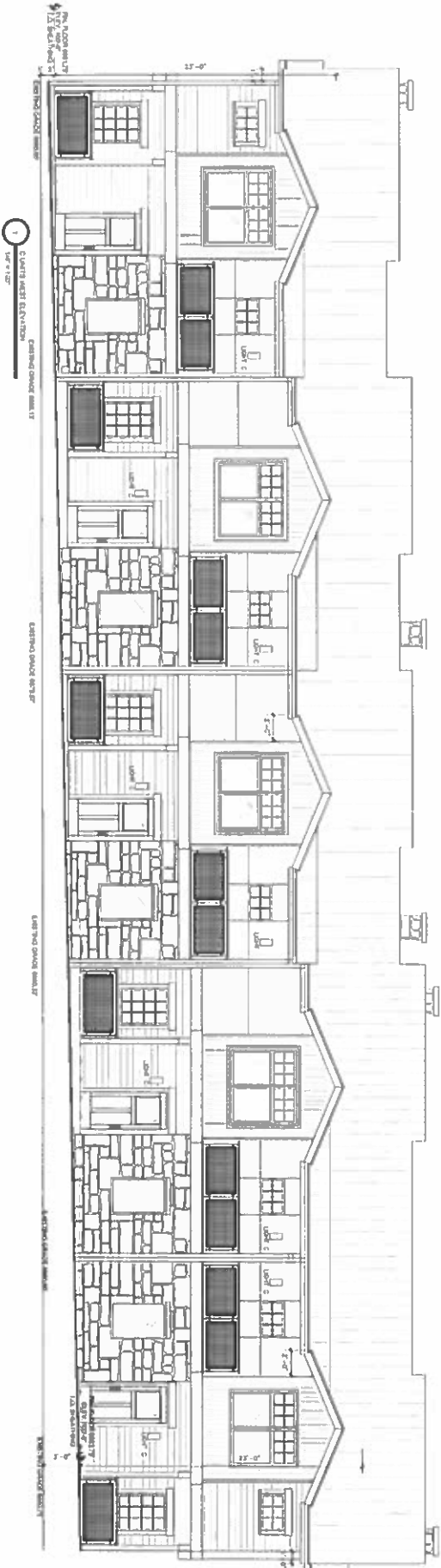




DATE: 12/14/19
 DRAWN BY: JTP/ML
 CHECKED BY: JTP/ML
 A4.3

LENA STREET COMMONS
 PRELIMINARY PLAT SUBMITTAL
 RIDGWAY COLORADO

HINES DESIGNS, LLC
 1000 W. 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: 303.733.1111
 WWW.HINESDESIGNS.COM

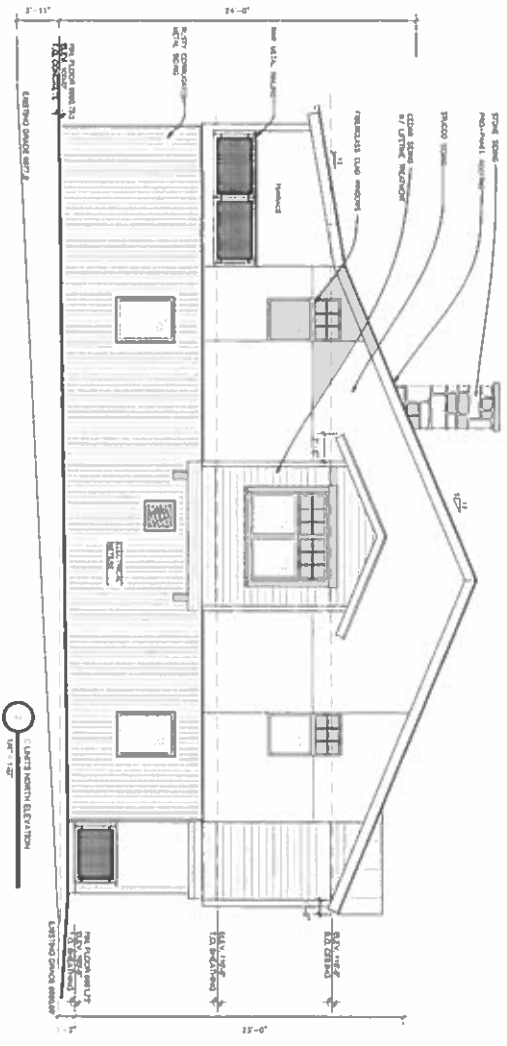
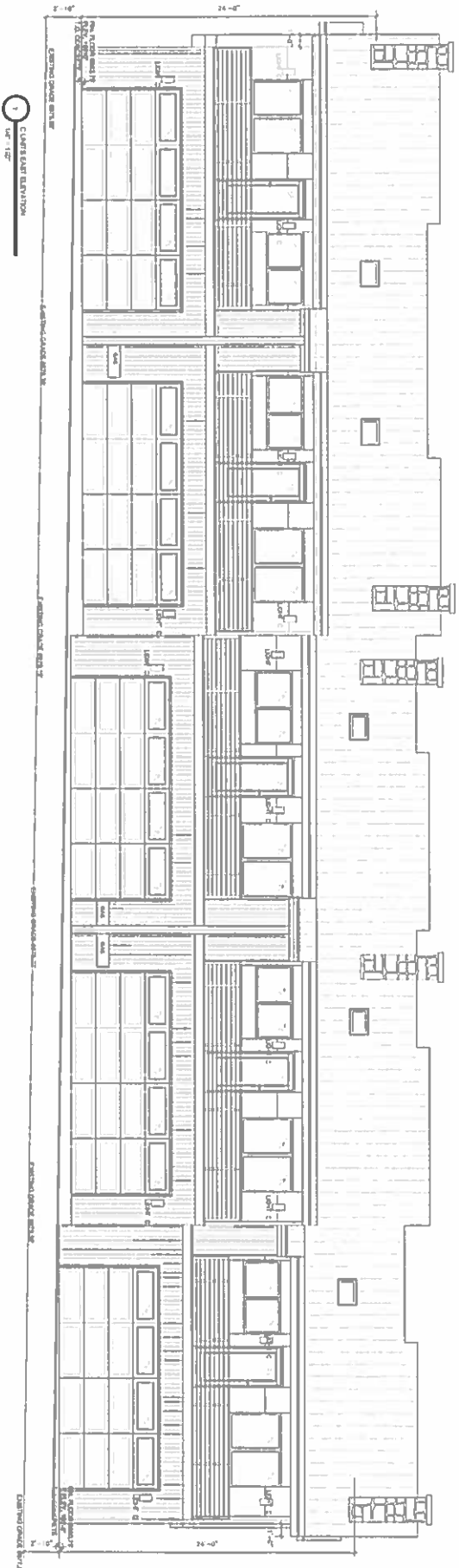


A.4.4
 CLUBS
 BRIDGES
 LAVA THERMS

LENA STREET COMMONS
 PRELIMINARY PLAT SUBMITTAL
 RIDGWAY COLORADO

HINES DESIGNS, LLC

PHONE: 970.744.1111
 100 WEST 2ND STREET, SUITE 100



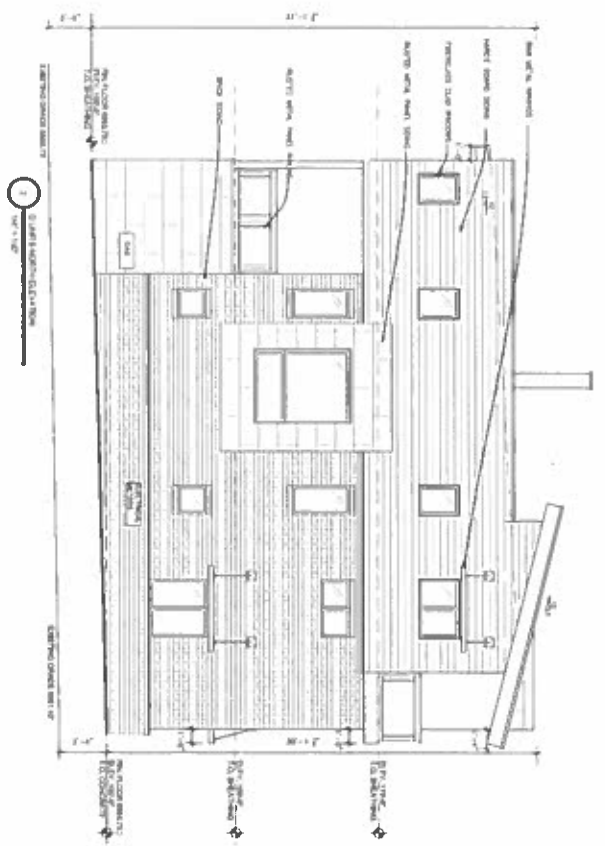
A 4.5

DATE: 1/18/18
 DRAWN BY: J. HINES
 CHECKED BY: J. HINES

LENA STREET COMMONS
 PRELIMINARY FLAT SUBMITTAL
 RIDGWAY, COLORADO

HINES DESIGNS, LLC

1000 E. 10th Street
 Fort Collins, CO 80504

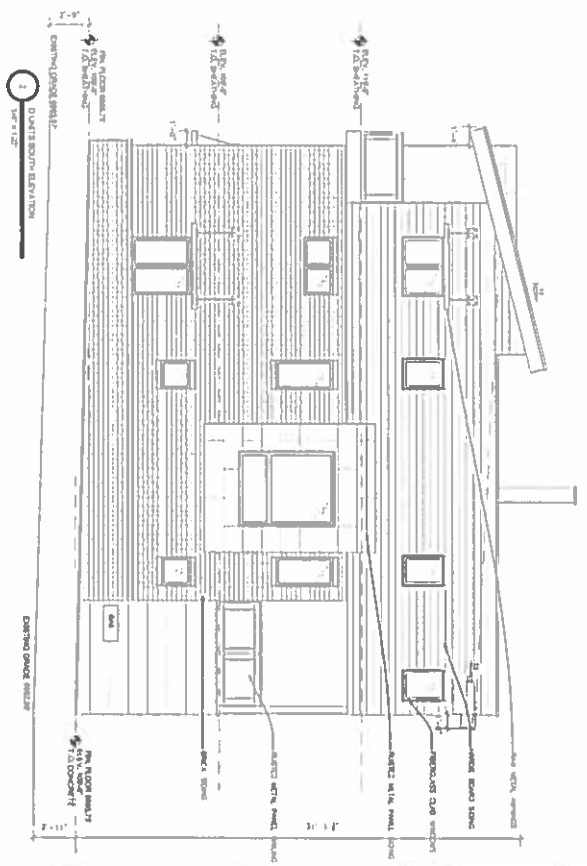
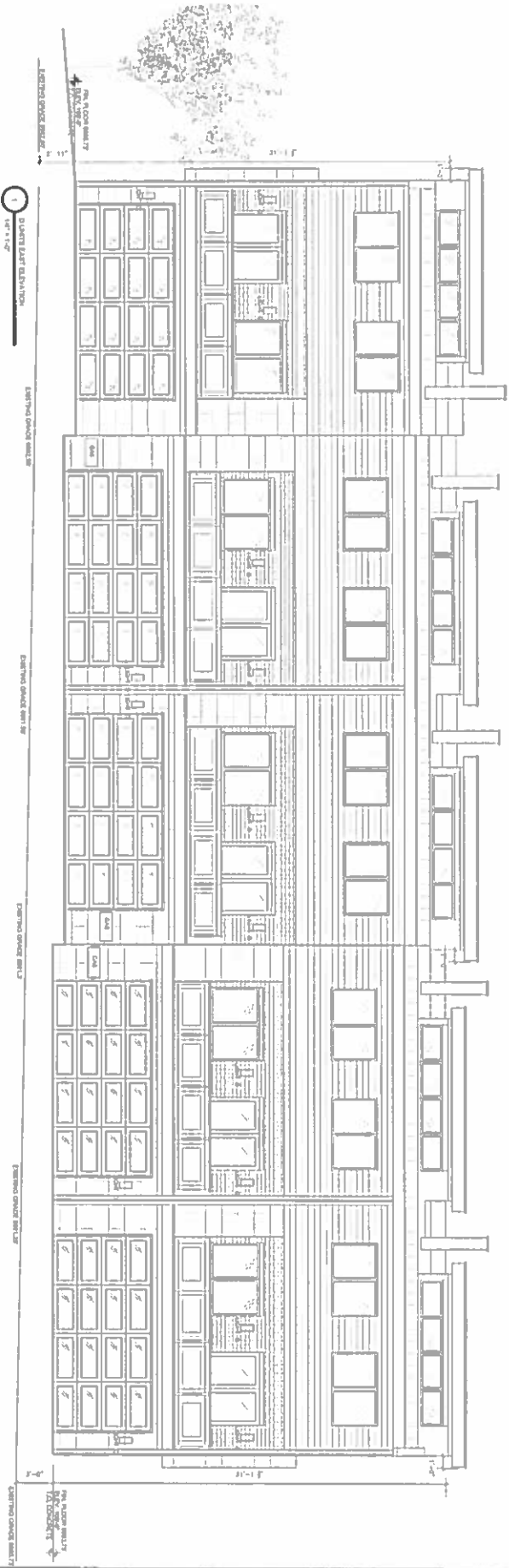


A4.6

DATE: 10/18/18
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 CHECKED BY: [Name]

LENA STREET COMMONS
 PRELIMINARY PLAT SUBMITTAL
 REDGWAY, COLORADO

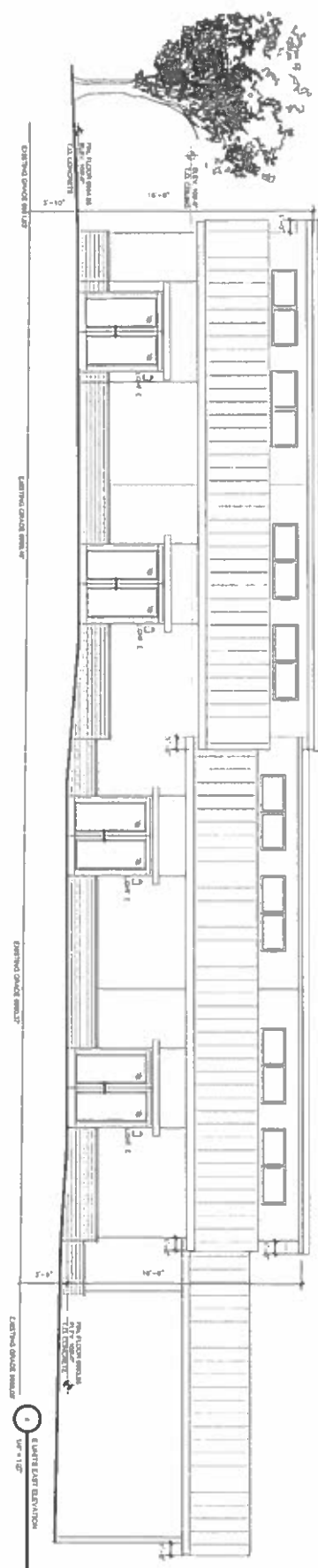
HINES DESIGNS, LLC
 1010 14th Street, Suite 100
 Redway, Colorado 80468
 Phone: 303.441.1111
 Email: info@hinesdesigns.com



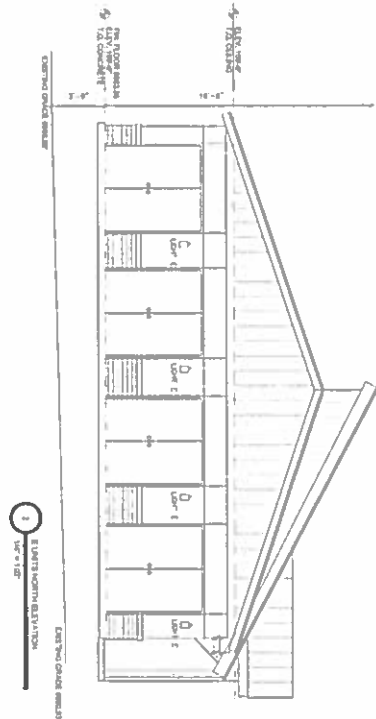
DATE: JAN 19
 DRAWN BY:
 CHECKED BY:
 A4.7

LENA STREET COMMONS
 PRELIMINARY PLAT SUBMITTAL
 RIDGWAY, COLORADO

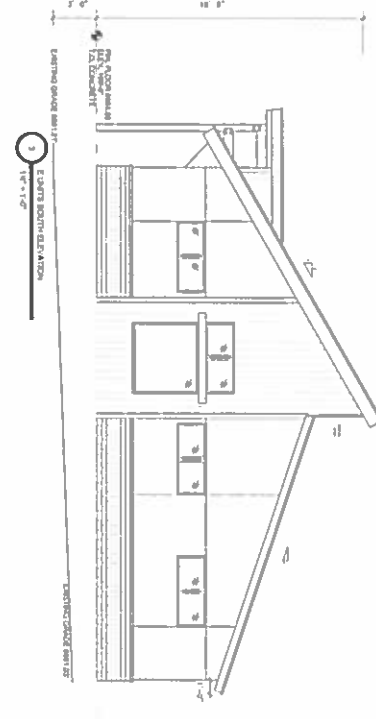
HINES DESIGNS, LLC
 HPAAL 0101242
 P.O. BOX 12, RIDGWAY, CO 80467



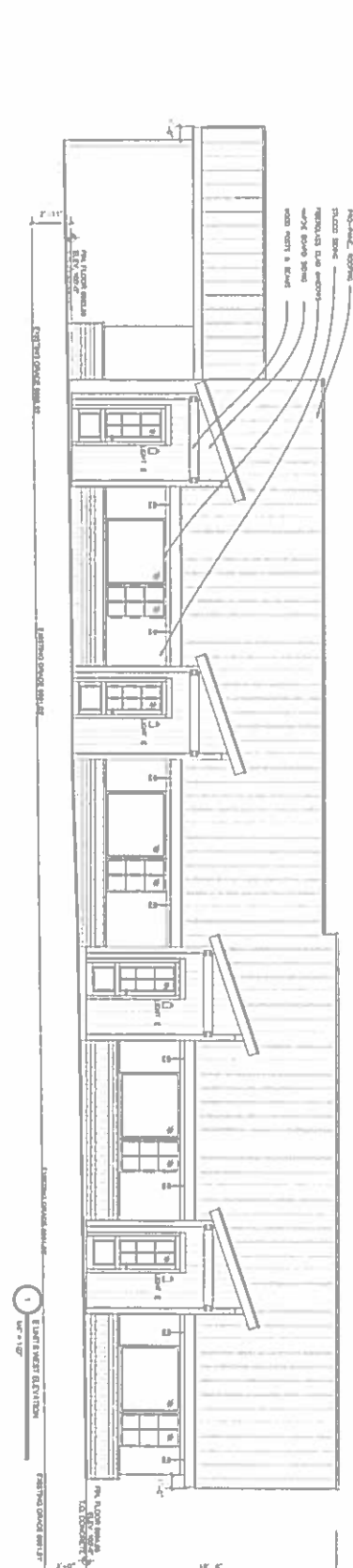
1 EAST SIDE ELEVATION
1/4" = 1'-0"



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

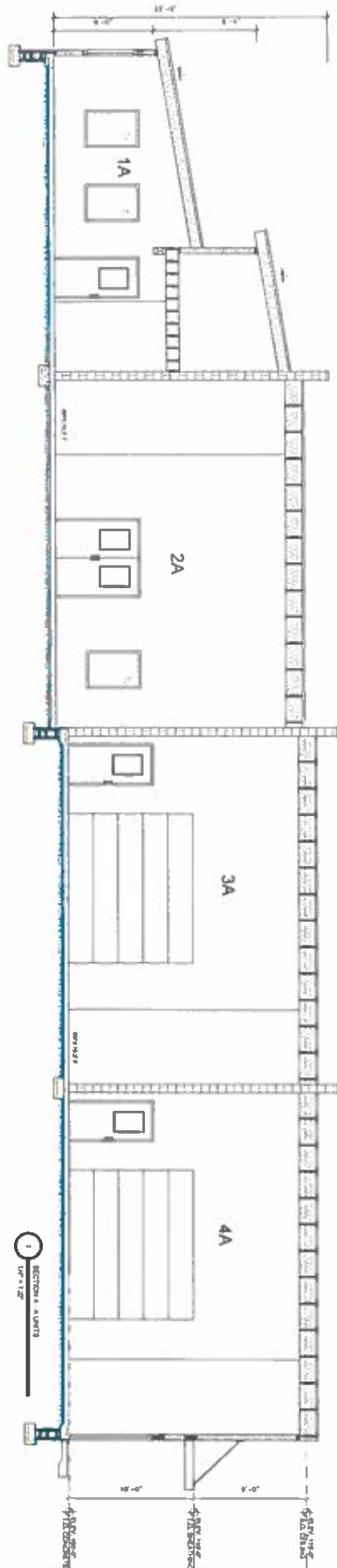


1 SOUTH ELEVATION
1/4" = 1'-0"

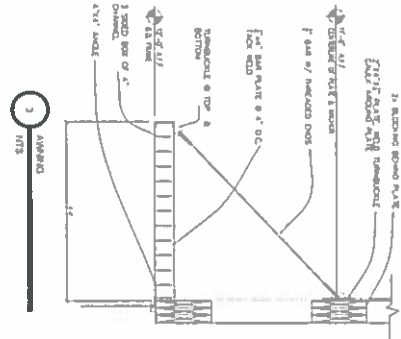


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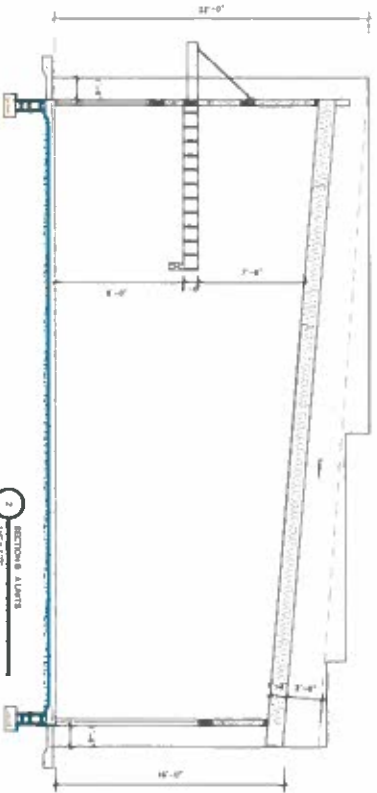
<p>A48</p>	<p>DATE: 2.28.19</p> <p>BY: [Signature]</p> <p>SCALE: AS SHOWN</p>	<p>LENA STREET COMMONS PRELIMINARY PLAT SUBMITTAL RIDGWAY, COLORADO</p>	<p>HINES DESIGNS, LLC</p> <p>HP NL 1711 A 23 P.O. BOX 884 DENVER, CO 80202</p>
	<p>HP NL 1711 A 23 P.O. BOX 884 DENVER, CO 80202</p>		



SECTION A ALBERTS
1/4" = 1'-0"



SECTION B ALBERTS
1/4" = 1'-0"



SECTION C ALBERTS
1/4" = 1'-0"

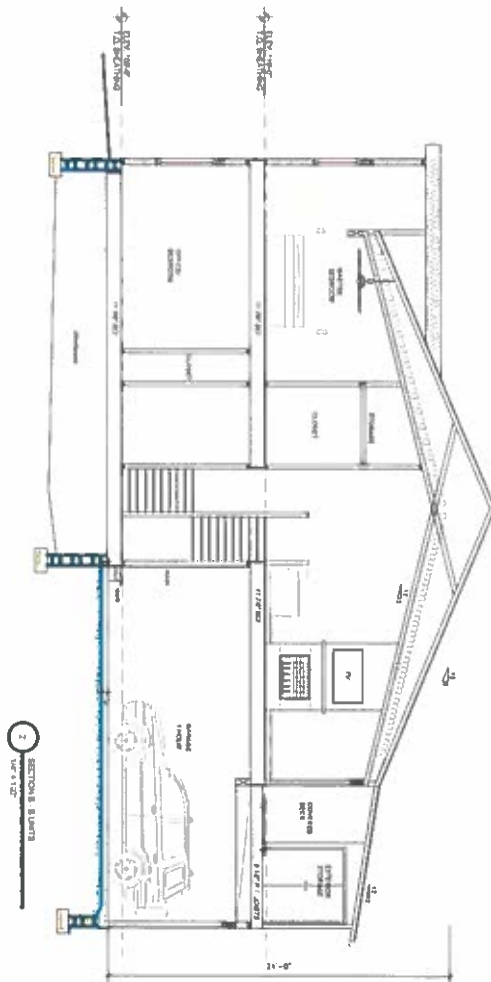
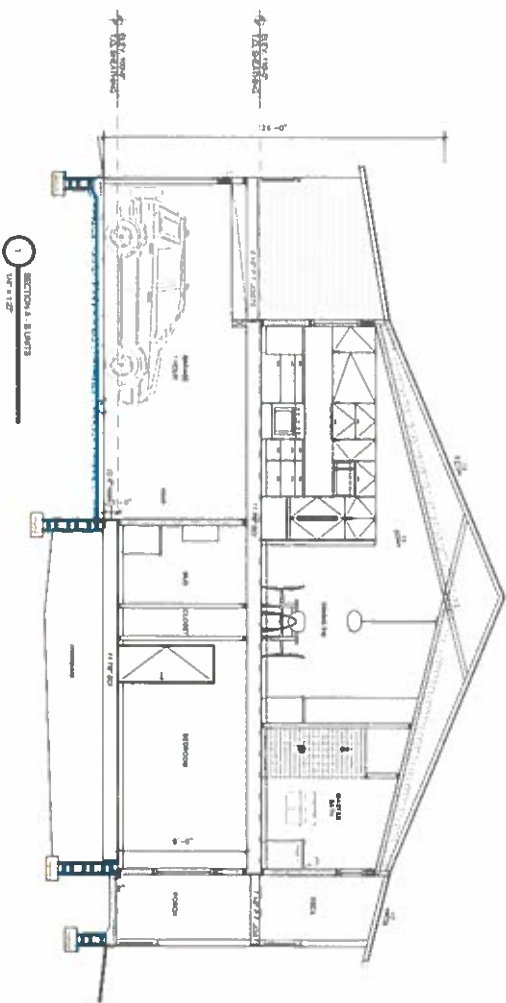
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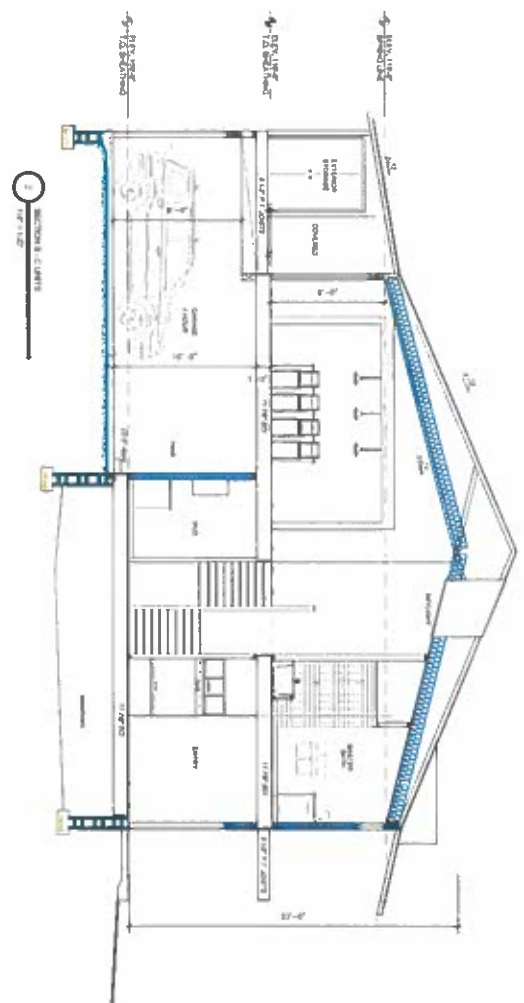
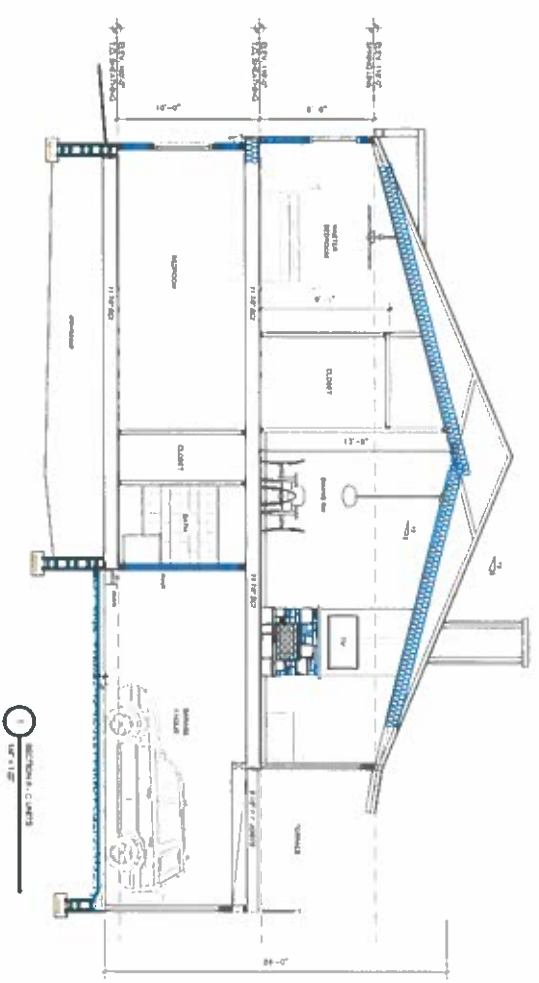
DATE: 10.18.18
PROJECT: 21187

LENA STREET COMMONS
PRELIMINARY PLAT SUBMITTAL
RIDGWAY, COLORADO

HINES DESIGNS, LLC

834 PALM STREET, SUITE 100
10100A, COLORADO 80120





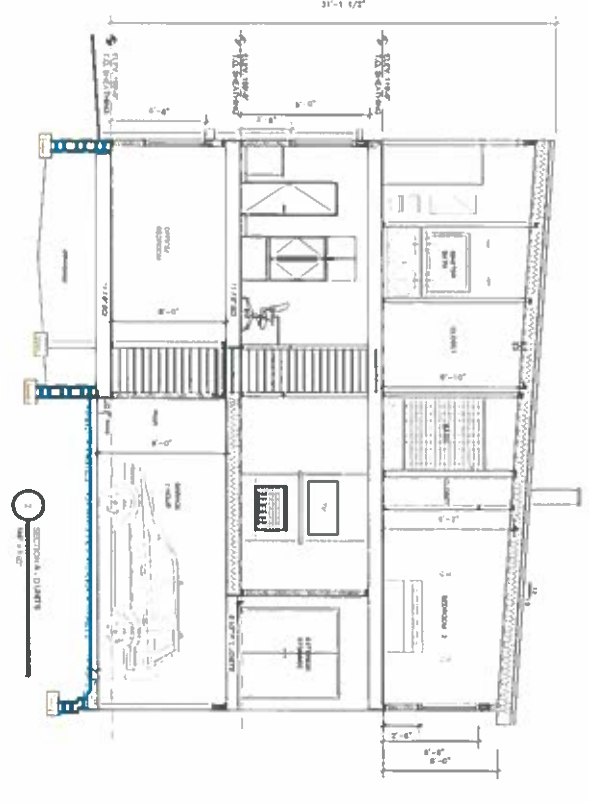
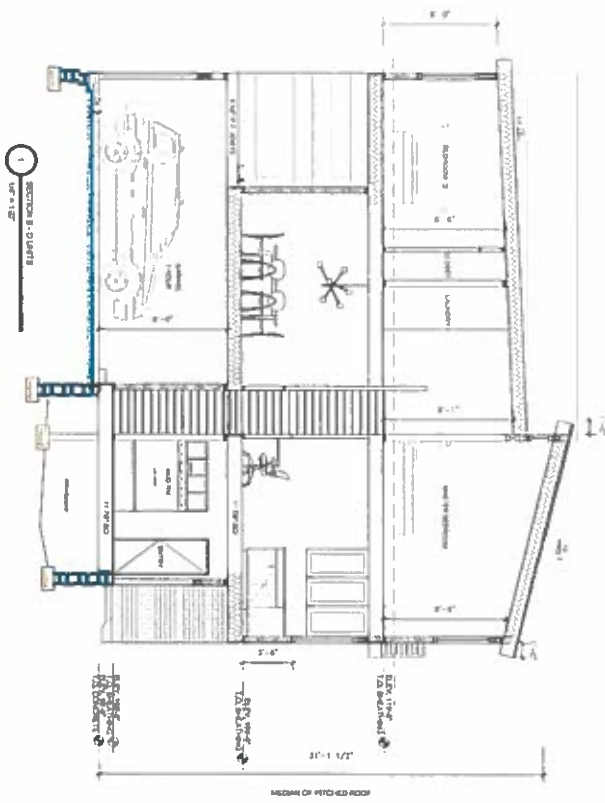
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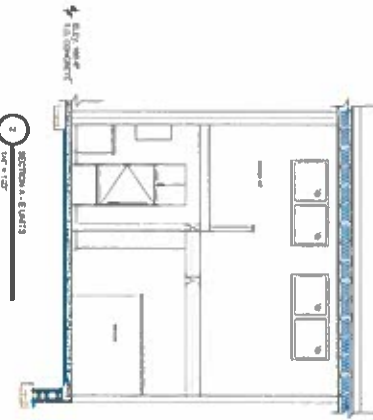
DATE: 5/21/18
 BY: L. J. STONE
 R. L. J. STONE

LENA STREET COMMONS
 PRELIMINARY PLAT SUBMITTAL
 RIDGWAY, CO. DRADD

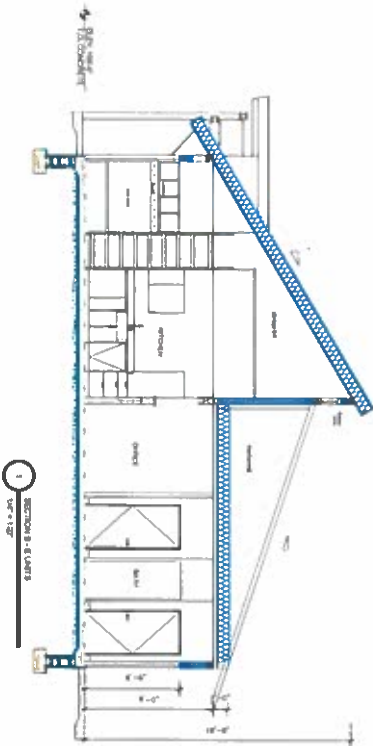
HINES DESIGNS, LLC

700 W. 10TH AVENUE
 FORT COLLINS, CO 80521





SECTION A - ELEVATION
SCALE = 1/8"



SECTION B - ELEVATION
SCALE = 1/8"

A5.5

DATE: 10/26/11
LINA
LINA

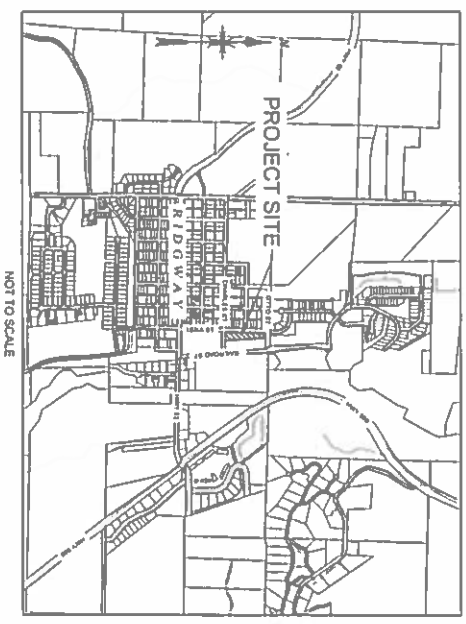
LENA STREET COMMONS
PRELIMINARY FLAT SUBMITTAL
RIDGWAY, COLORADO

HINES DESIGNS, LLC

10000 W. ALPINE
DENVER, CO 80231-1000

LENA STREET COMMONS RIDGWAY, COLORADO

CIVIL CONSTRUCTION PLANS



PREPARED BY:



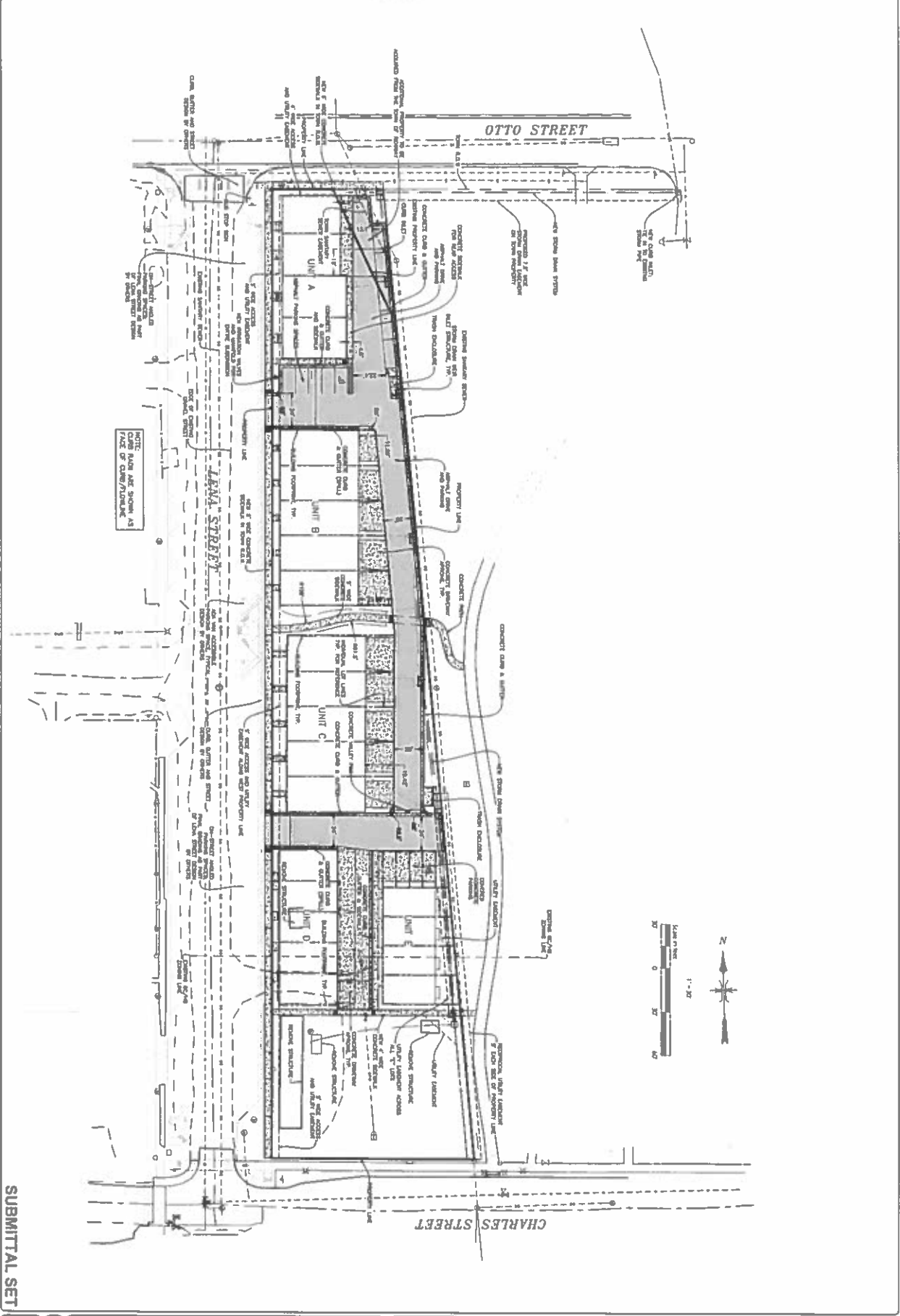
DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
152 Colorado Ave., Suite 100, CO 80121 | P: 303.733.2221 | F: 303.733.2424 FAX
www.delmont.com | services@delmont.com

DRAWING INDEX

SHEET NO.	DRAWING NAME
1	COVER
2	SITE PLAN
3	MASTER GRADING AND DRAINAGE PLAN
4	GRADING PLAN - UNIT A
5	GRADING PLAN - UNIT B
6	GRADING PLAN - UNIT C
7	GRADING PLAN - UNIT D & E
8	GRADING PLAN - LOT F
9	UTILITY PLAN
10	STORM DRAIN PLAN & PROFILE
11	STORM DRAIN PLAN & PROFILE
12	ROOF DRAIN PROFILES
13	DETAILS

SUBMITTAL SET

	DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING <small>152 Colorado Ave., Suite 100, CO 80121 P: 303.733.2221 F: 303.733.2424 FAX</small>	3/8/18 SIDEWALK REVS FOR STREET DESIGN 10/11/18 TOWN REVIEW COMMENTS 9/11/18 RAISE SITE 3" MATCH LENA DESIGN 8/08/18 COUNCIL COMMENTS / RAISE SITE 5/11/18 TOWN COMMENTS SIDEWALK DESIGN 3/29/18 TOWN COMMENTS/ADD TOWN TRIANGLE	PI PI PI PI DS/PH BY
	OS/PI P/TC 2017-04-13	1 17200 COVER	ROGERS REAL ESTATE GROUP, LLC LENA STREET COMMONS RIDGWAY COLORADO



SUBMITTAL SET

17133	2
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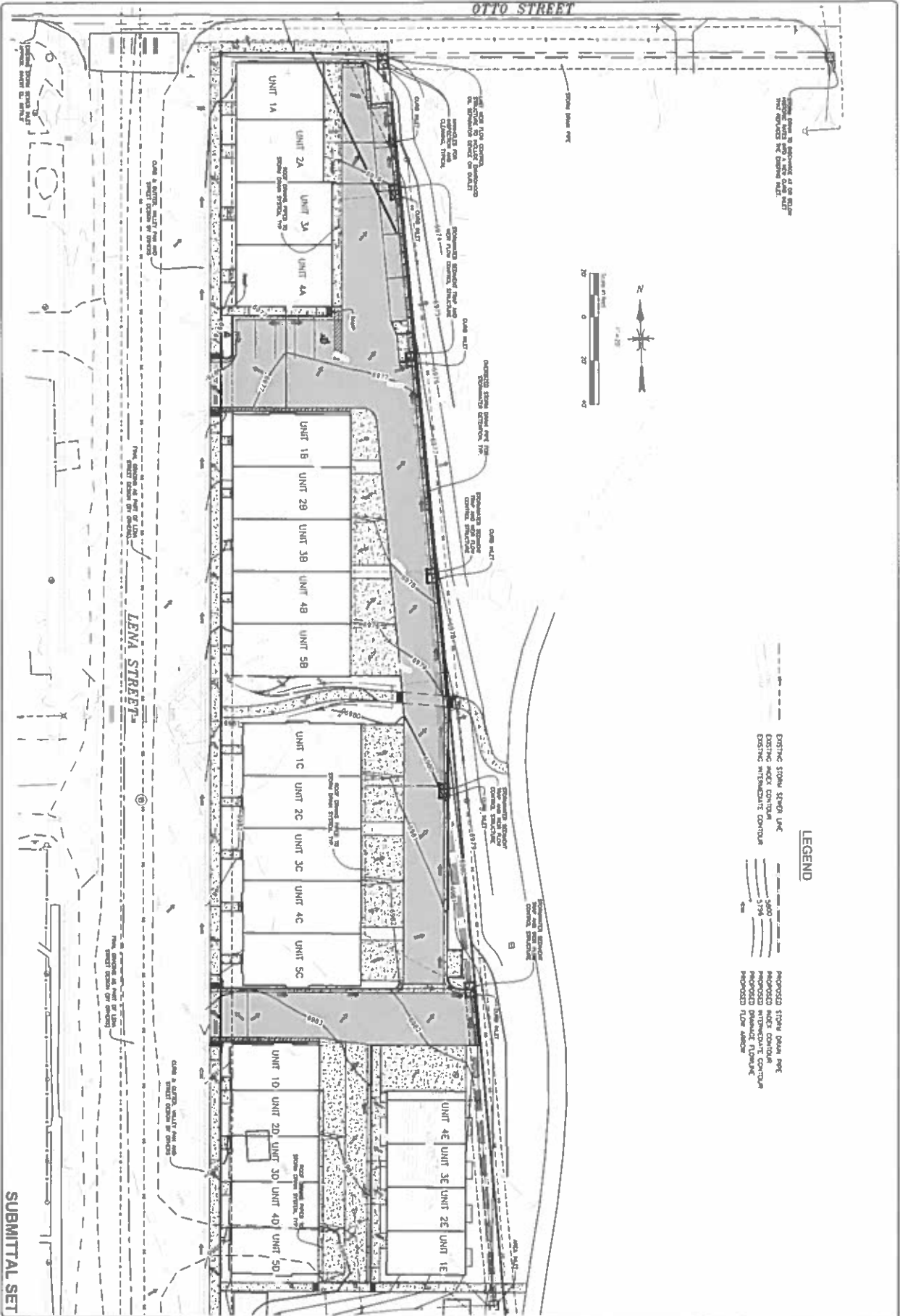
ROGERS REAL ESTATE GROUP, LLC
 LENA STREET COMMONS
 RICHWAY COLORADO
 SITE PLAN



DMC	DEL-MONT CONSULTANTS, INC.
OS-PI	2017-04-13

NO.	DATE	REVISIONS	BY
8	3/8/18	SIDEWALK REVS FOR STREET DESIGN	PI
7	10/11/18	GRADING REVS FOR STREET DESIGN	PI
6	8/11/18	RAISE SITE 3" MATCH LENA DESIGN	PI
5	8/08/18	COUNCIL COMMENTS / RAISE SITE	PI
4	3/11/18	TOWN COMMENTS, SIDEWALK DESIGN	PI
3	3/26/18	TOWN COMMENTS/ADD TOWN BRANGLE	DS,PI
2			
1			

OTTO STREET

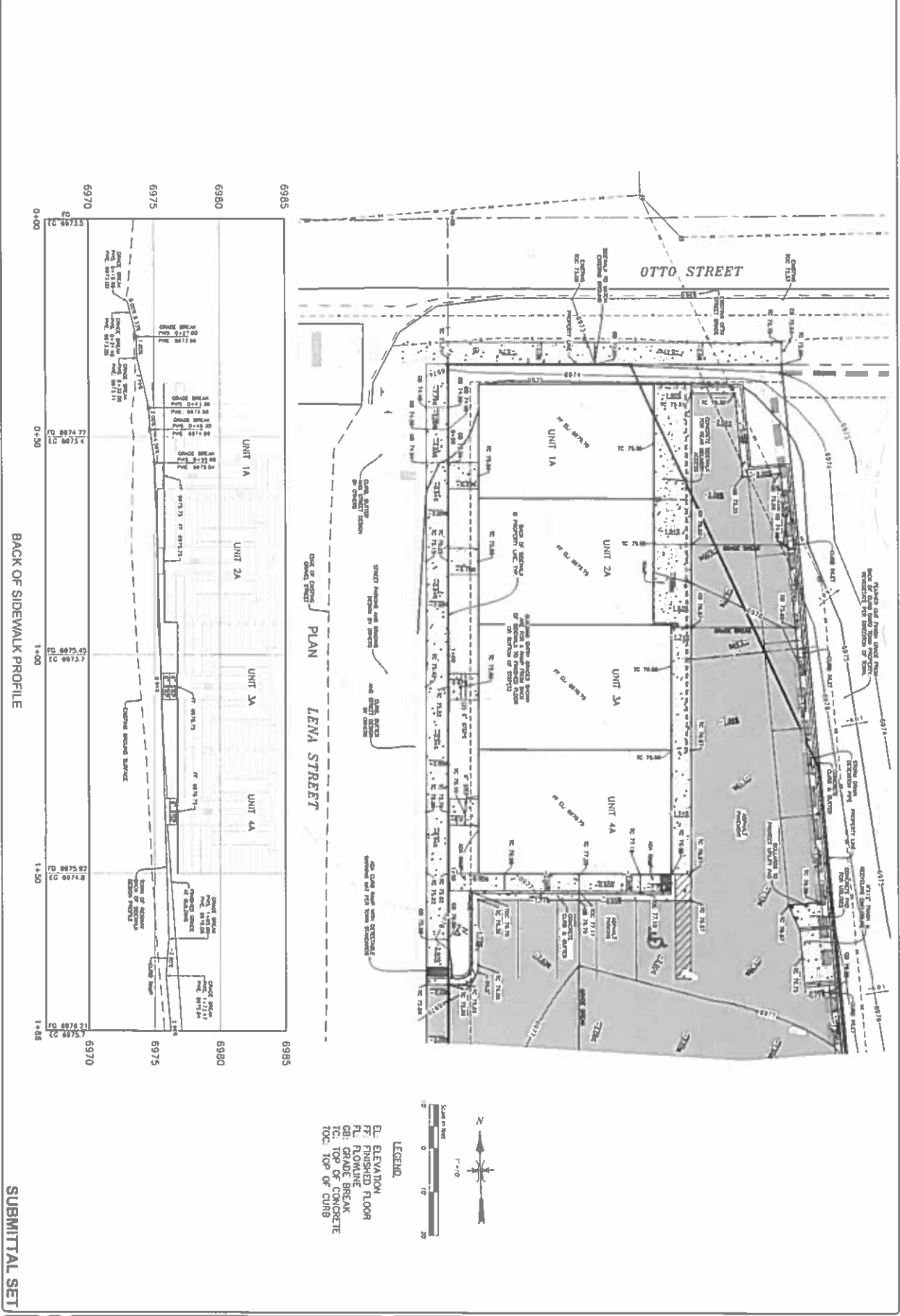


LEGEND

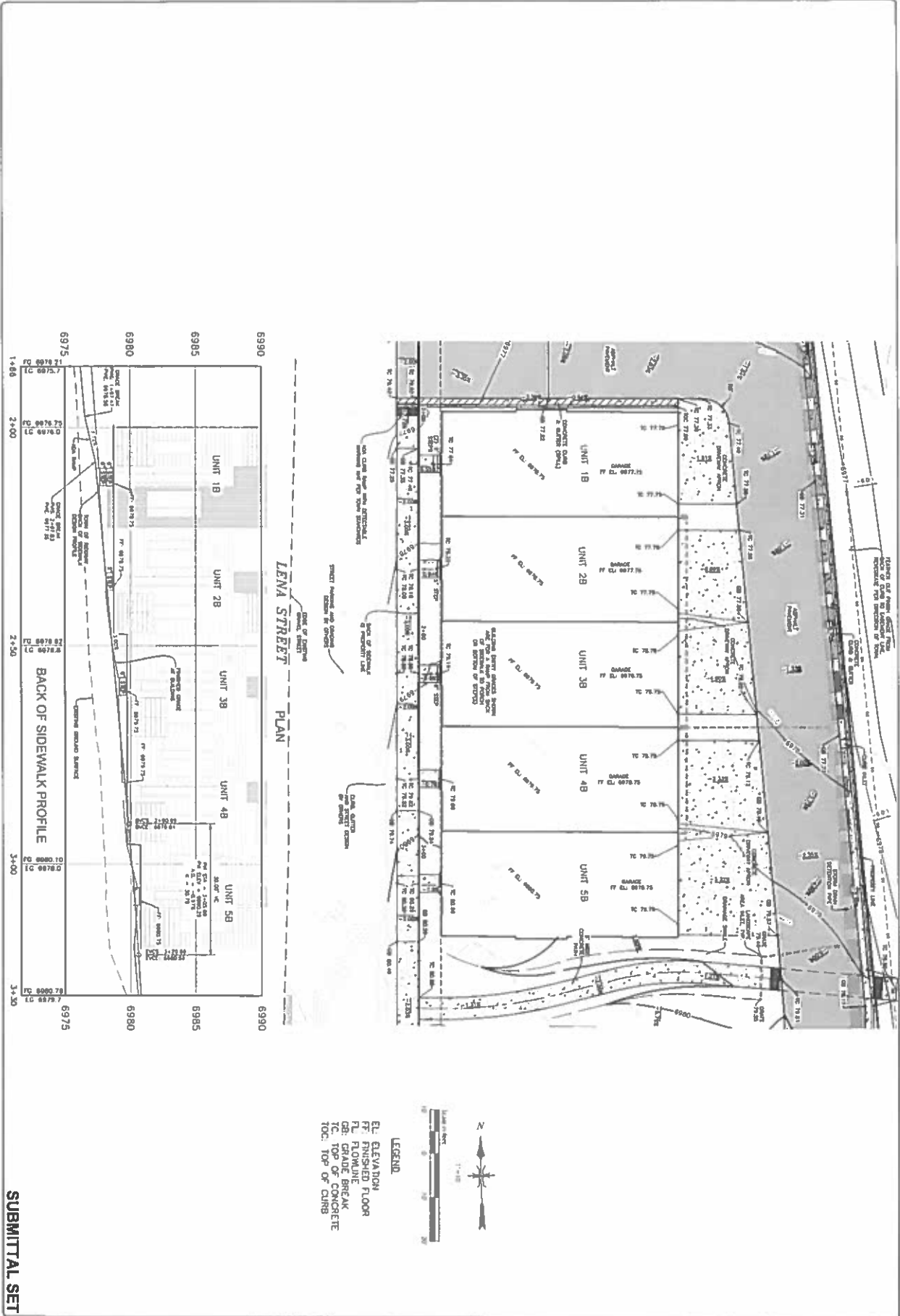
- Existing Storm Drain Line
- Proposed Storm Drain Line
- Existing Interconnect Contours
- Proposed Interconnect Contours
- Proposed Floor Above

SUBMITTAL SET

NO.	DATE	REVISIONS	BY
8	3/8/18	SIDEWALK REYS FOR STREET DESIGN	PI
7	10/11/18	GRADING REYS FOR STREET DESIGN	PI
6	8/11/18	RAISE SITE 3" MATCH LENA DESIGN	PI
5	8/08/18	COUNCIL COMMENTS / RAISE SITE	PI
4	5/11/18	TOWN COMMENTS SIDEWALK DESIGN	PI
3	3/28/18	TOWN COMMENTS/ADD 10MIN TRIANGLE	DS/PI
2			
1			



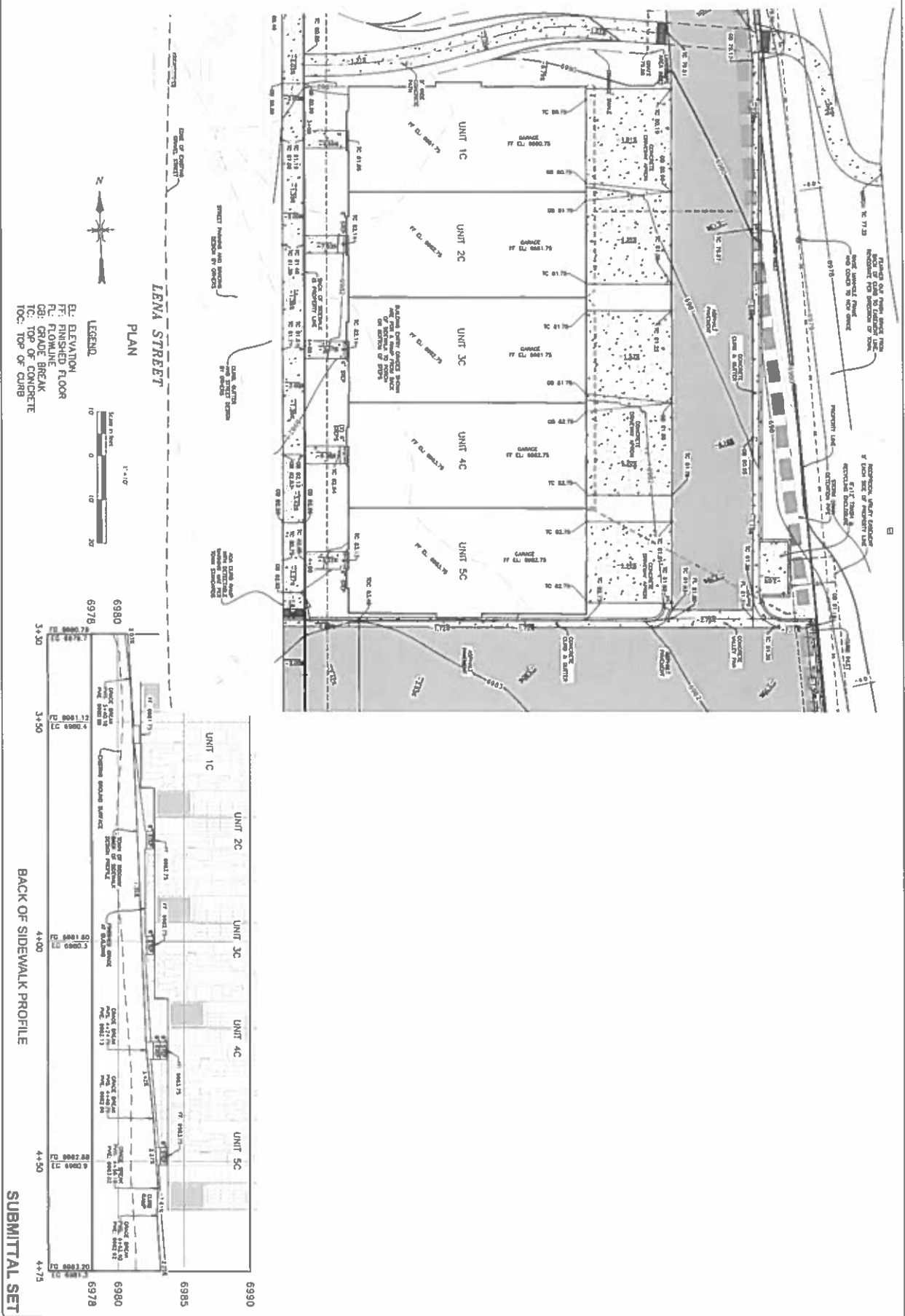
ROGERS REAL ESTATE GROUP, LLC LENA STREET COMMONS MIDWAY COLORADO		DEL-MONT CONSULTANTS, INC. 800 735 8888 1717-ROGERS SITE PLAN		6 3/8/18 SIDEWALK REVS FOR STREET DESIGN PI 7 10/11/18 GRADING REVS FOR STREET DESIGN PI 8 9/11/18 RAISE SITE 3" MATCH LENA DESIGN PI 5 8/28/18 COUNCIL COMMENTS / RAISE SITE PI 4 5/11/18 TOWN COMMENTS SIDEWALK DESIGN PI 3 3/28/18 TOWN COMMENTS/ADD TOWN BRANCHLINE PI 2 DATE REVISIONS BY
4 17100	GRADING PLAN UNIT A	DB/PI	2017-04-13	1717-ROGERS SITE PLAN



ROGERS REAL ESTATE GROUP, LLC LENA STREET COMMONS MIDWAY COLORADO		DEL-MONT CONSULTANTS, INC. ENGINEERS & ARCHITECTS 1100 S. W. 10TH AVENUE, SUITE 100 DENVER, CO 80202		5/8/18 SIDEWALK REYS FOR STREET DESIGN PI 7/10/17/18 GRADING REYS FOR STREET DESIGN PI 8/11/18 RAISE SITE 3"/MATCH LENA DESIGN PI 8/20/18 COUNCIL COMMENTS / RAISE SITE PI 1/3/18 TOWN COMMENTS SIDEWALK DESIGN PI 3/28/18 TOWN COMMENTS/ADD IDWH TRIANGLE DS/PI 1/18 DATE REVISIONS BY
GRADING PLAN UNIT B		DS/PI PI		2017-04-13

171000
5
13

SUBMITTAL SET



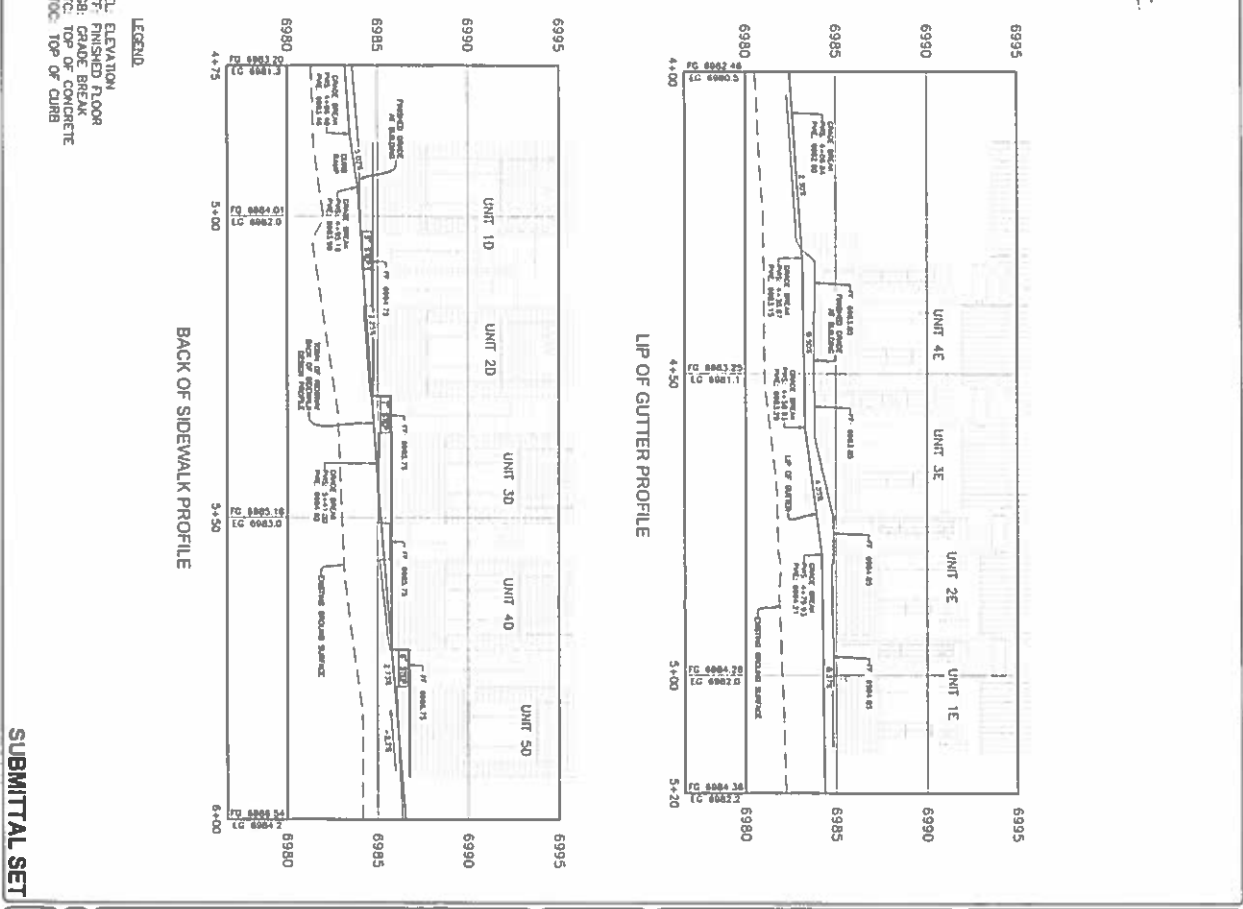
NO	DATE	REVISIONS
6	1/20/17	

ROGERS REAL ESTATE GROUP, LLC LENA STREET COMMONS BOG WAY, COLORADO		
GRADING PLAN UNIT C		

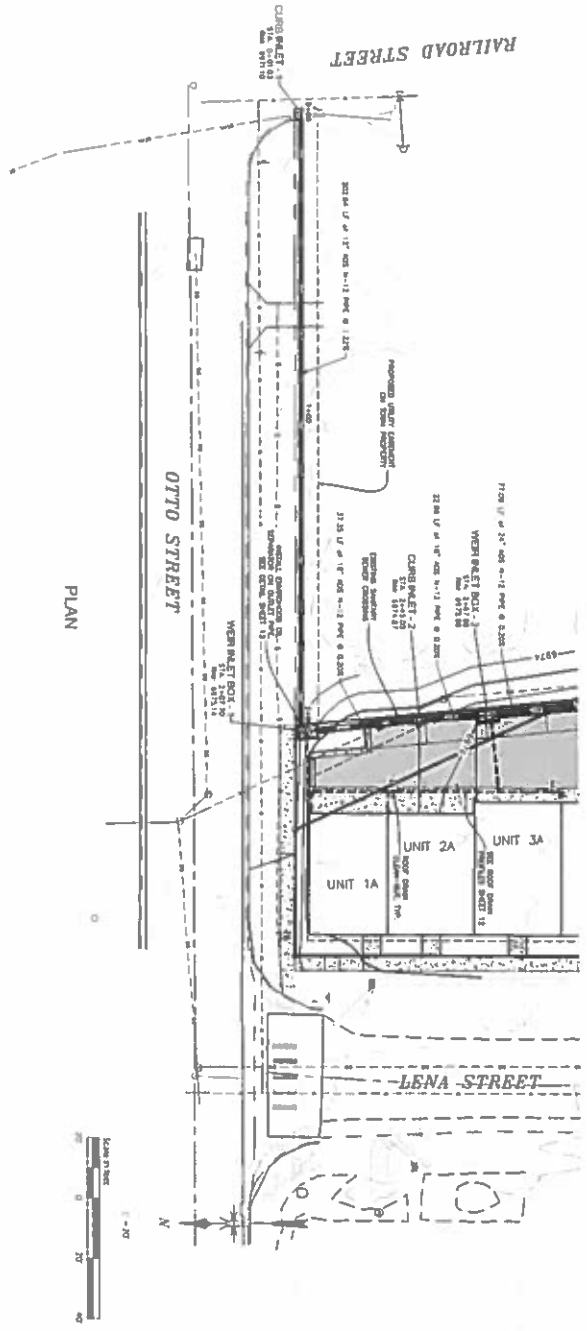
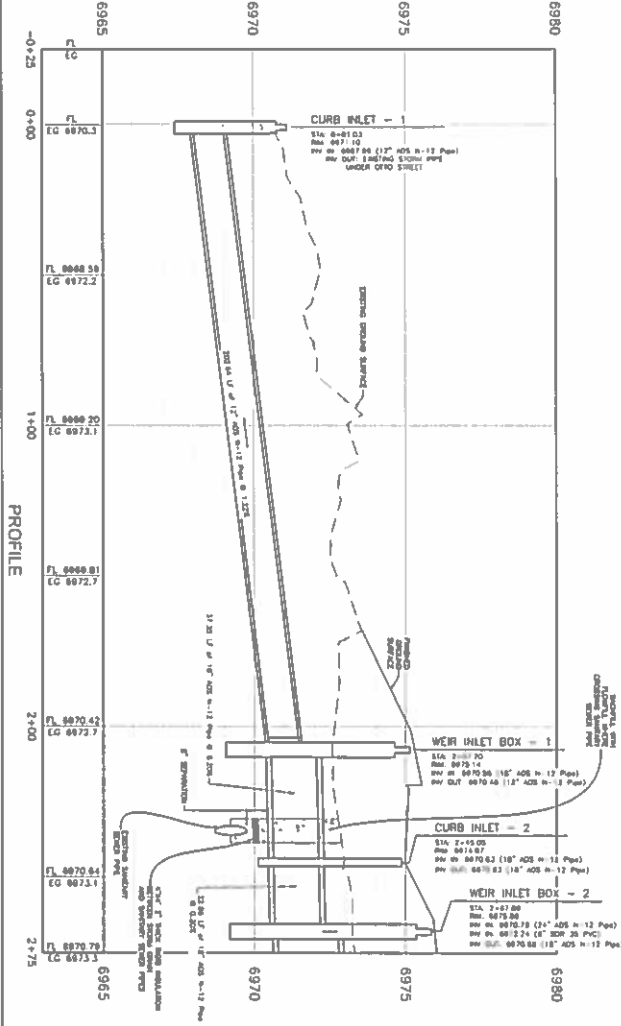
NO	DATE	REVISIONS
13		

DMC DEL-MONT CONSULTANTS, INC. BIRMINGHAM, ALABAMA	
Author	DS/PJ
Check	PJ
Date	2017-04-13

8	3/8/16	SIDEWALK REYS FOR STREET DESIGN	PI
7	10/11/15	GRADING REYS FOR STREET DESIGN	PI
6	8/11/15	RAISE SITE 3"/MATCH LENA DESIGN	PI
5	8/26/15	COUNCIL COMMENTS 7 RAISE SITE	PI
4	3/11/15	TOWN COMMENTS SIDEWALK DESIGN	PI
3	3/28/15	TOWN COMMENTS/ADD TOWN TRAVEL	DS, PI
NO	DATE	REVISIONS	BY

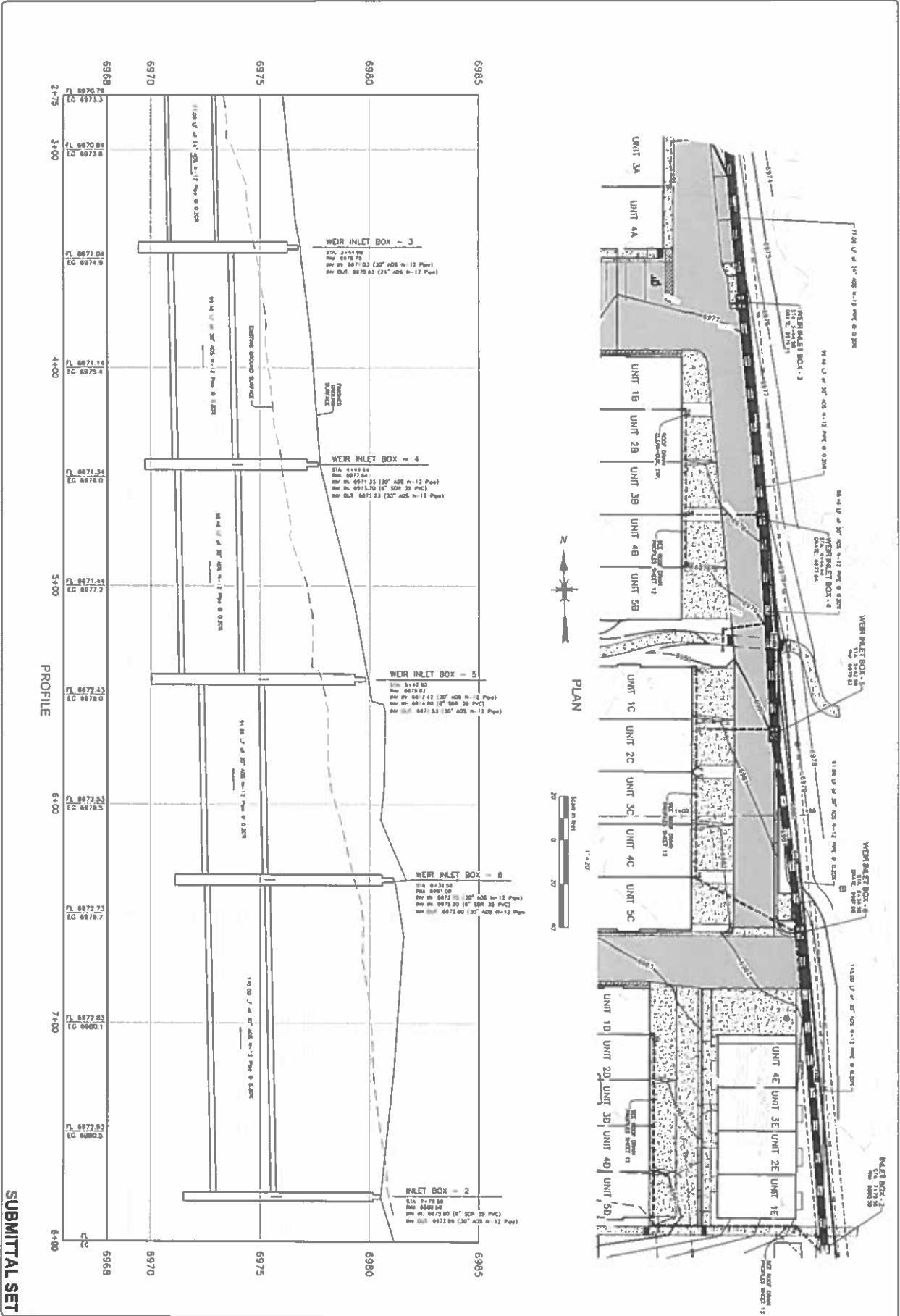


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		7 10/11/18 GRADING REVS FOR STREET DESIGN	PN
<p>GRADING PLAN UNITS D & E</p>	<p>DS/PI PI</p>	6 8/11/18 RAISE SITE 3' MATCH LENA STREET	PN
		5 8/28/18 COUNCIL COMMENTS / RAISE SITE	PN
		4 5/11/18 TOWN COMMENTS SIDEWALK DESIGN	PN
		1 3/28/18 TOWN COMMENTS/ADD TOWN BRANGL	DT/PI
		NO DATE REVISIONS	BY

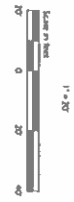
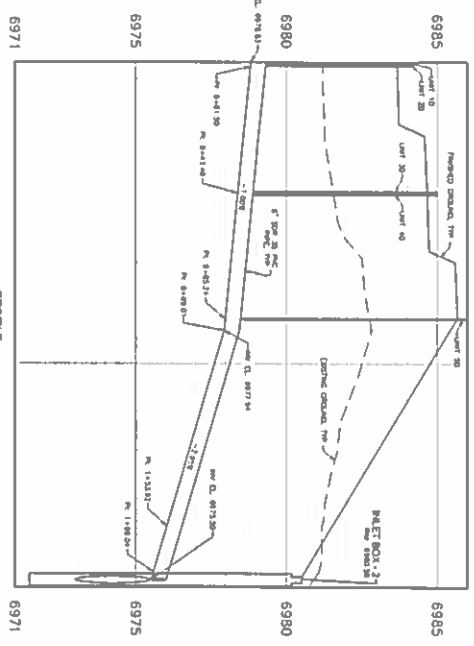
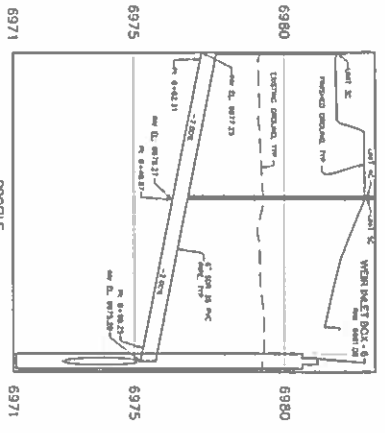
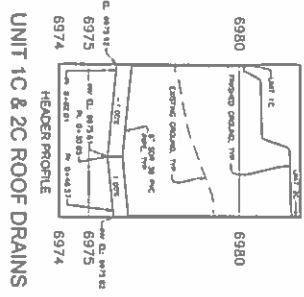
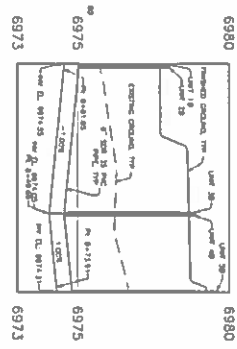
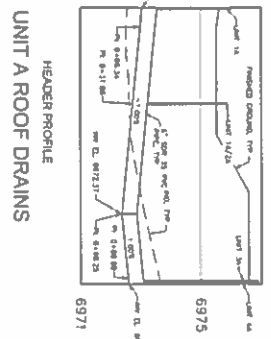
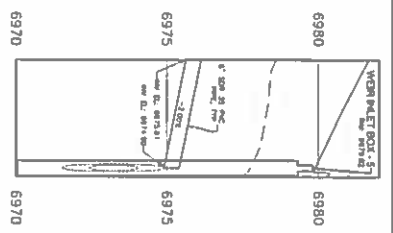
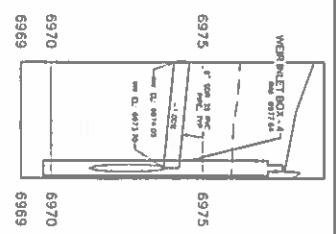
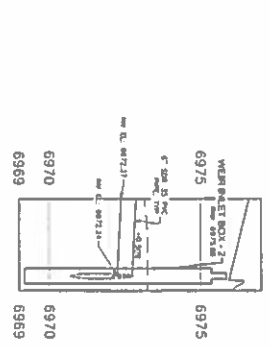


SUBMITTAL SET

NO.	DATE	REVISION	BY
8	3/9/19	SIDEWALK REVS FOR STREET DESIGN	PI
7	10/11/18	GRADING REVS FOR STREET DESIGN	PI
6	9/11/18	RAISE SITE 3'/MATCH LENA DESIGN	PI
5	8/08/18	COUNCIL COMMENTS / RAISE SITE	PI
4	3/11/18	TOWN COMMENTS SIDEWALK DESIGN	PI
3	3/29/18	TOWN COMMENTS/ADD 10'WY BRANCH	DS/PI
02	DATE	REVISION	BY



<p>ROGERS REAL ESTATE GROUP LLC LENA STREET COMMONS ROADWAY COLORADO</p>		<p>DELA-MONT CONSULTANTS, INC. 1100 14TH AVENUE, SUITE 100 DENVER, CO 80202 TEL: 303.733.8888 WWW.DMC-CO.COM</p>	<p>8 3/8/19 SHOEWALK REVS FOR STREET DESIGN</p>	<p>PL</p>	
<p>STORM DRAIN PLAN & PROFILE</p>			<p>7 10/11/18 GRADING REVS FOR STREET DESIGN</p>	<p>PI</p>	
<p>11</p>		<p>6 9/11/18 RAISE SITE 3" MATCH LENA DESIGN</p>	<p>PI</p>	<p>5 8/28/18 COUNCIL COMMENTS / RAISE SITE</p>	<p>PI</p>
<p>13</p>		<p>4 3/11/18 TOWN COMMENTS SIDE WALK DESIGN</p>	<p>PI</p>	<p>3 3/11/18 TOWN COMMENTS SIDE WALK DESIGN</p>	<p>PI</p>
<p>11</p>		<p>2 3/11/18 TOWN COMMENTS/ADD TOWN TRIANGLE</p>	<p>PI</p>	<p>1 3/11/18 TOWN COMMENTS/ADD TOWN TRIANGLE</p>	<p>PI</p>
<p>13</p>		<p>NO DATE REVISIONS</p>	<p>NO</p>	<p>BY</p>	



SUBMITTAL SET

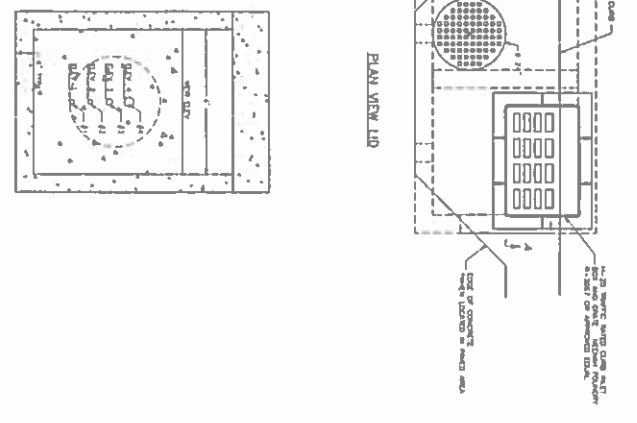
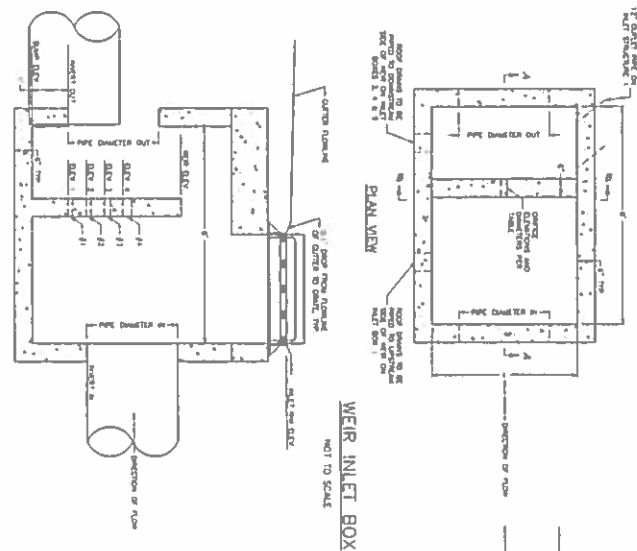
ROGERS REAL ESTATE GROUP, LLC
LENA STREET COMMONS
REDDAY COLORADO

ROOF DRAIN PROFILES

DMC DEL-MONT CONSULTANTS, INC.

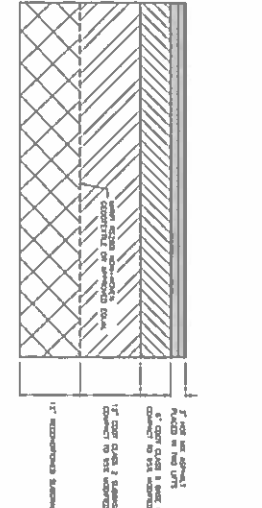
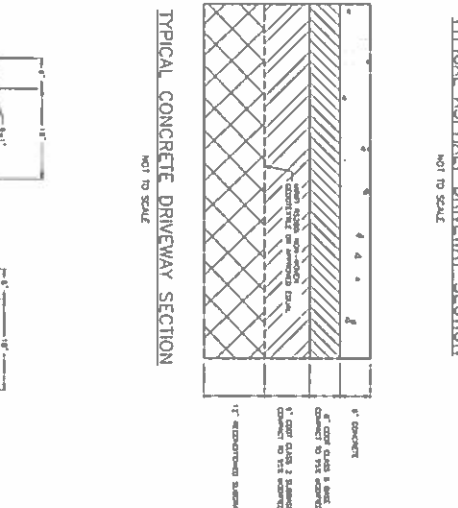
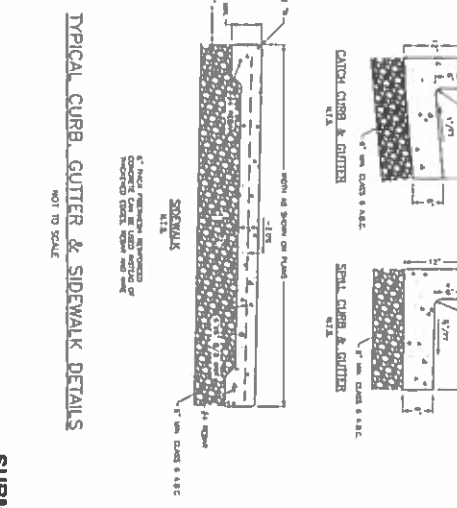
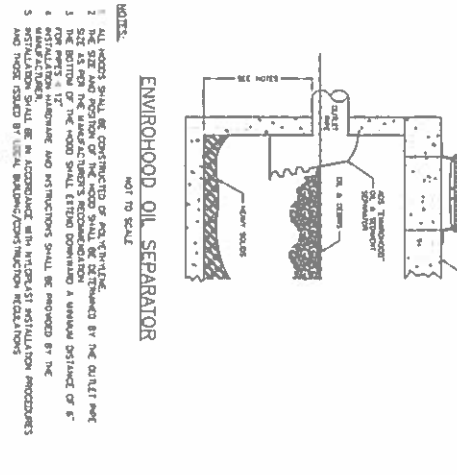
DATE: 2017-04-13

8	3/8/18	SIDEWALK REVS FOR STREET DESIGN	PI
7	10/17/18	GRADING REVS FOR STREET DESIGN	PI
6	8/11/18	RAISE SITE 3" MATCH LENA DESIGN	PI
5	8/08/18	COUNCIL COMMENTS / RAISE SITE	PI
4	5/11/18	TOWN COMMENTS, SIDEWALK DESIGN	PI
3	3/28/18	TOWN COMMENTS/ADD TOWN TRIANGLE	DS/PI
2		REVISIONS	BY



WEIR INLET BOX - ELEV./DIA. DETAILS

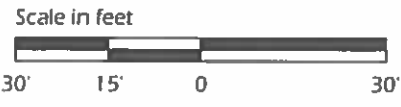
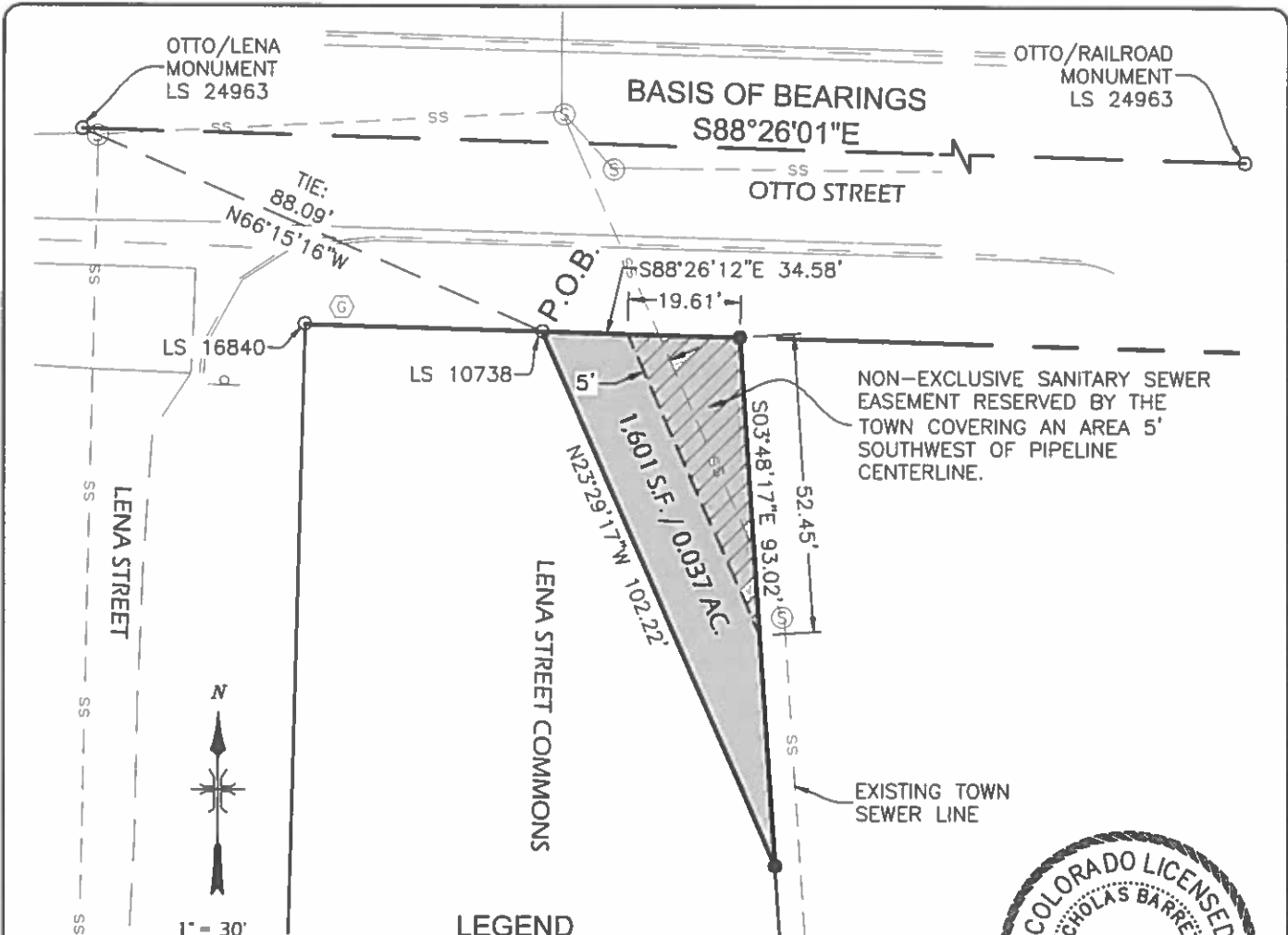
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3	1-3	0671.46	2			0972.83	0970.54	0970.44	0971.14
4	1-4	0671.56	2			0972.83	0970.54	0970.44	0971.14
5	2-1	0670.46	1.5	0669.46		0972.83	0970.78	0970.44	0971.84
6	2-2	0671.16	1.5			0972.83	0970.78	0970.44	0971.84
7	2-3	0671.16	2			0972.83	0970.78	0970.44	0971.84
8	2-4	0672.16	2			0972.83	0970.78	0970.44	0971.84
9	3-1	0670.56	1.5	0669.93		0973.64	0971.03	0970.93	0971.73
10	3-2	0671.46	1.5			0973.64	0971.03	0970.93	0971.73
11	3-3	0671.56	1			0973.64	0971.03	0970.93	0971.73
12	3-4	0672.46	1			0973.64	0971.03	0970.93	0971.73
13	4-1	0671.26	1.5			0974.23	0971.53	0971.23	0971.64
14	4-2	0671.76	1.5			0974.23	0971.53	0971.23	0971.64
15	4-3	0672.26	1.5			0974.23	0971.53	0971.23	0971.64
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17	5-1	0671.56	1.5			0975.03	0972.42	0971.53	0971.82
18	5-2	0672.06	1.5			0975.03	0972.42	0971.53	0971.82
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20	5-4	0673.06	1.5			0975.03	0972.42	0971.53	0971.82
21	6-1	0671.06	1.5			0976.60	0972.78	0972.40	0971.08
22	6-2	0671.56	1.5			0976.60	0972.78	0972.40	0971.08
23	6-3	0672.06	1.5			0976.60	0972.78	0972.40	0971.08
24	6-4	0672.56	2			0976.60	0972.78	0972.40	0971.08



SUBMITTAL SET

ROGERS REAL ESTATE GROUP, LLC LENA STREET COMMONS BOUDDH COLORADO DETAILS	DEL-MONT CONSULTANTS, INC. 1718 BOULDER BLVD SUITE 100 BOULDER, CO 80501 303.440.1111 www.delmont.com	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">NO.</th> <th style="width: 40%;">DATE</th> <th style="width: 30%;">REVISIONS</th> <th style="width: 10%;">BY</th> </tr> <tr> <td>6</td> <td>3/8/18</td> <td>SIDEWALK REVS FOR STREET DESIGN</td> <td>PI</td> </tr> <tr> <td>7</td> <td>10/11/18</td> <td>TOWN REVIEW COMMENTS</td> <td>PI</td> </tr> <tr> <td>8</td> <td>9/11/18</td> <td>RAISE SITE 3\"/> </td></tr></table>	NO.	DATE	REVISIONS	BY	6	3/8/18	SIDEWALK REVS FOR STREET DESIGN	PI	7	10/11/18	TOWN REVIEW COMMENTS	PI	8	9/11/18	RAISE SITE 3\"/>
NO.	DATE	REVISIONS	BY														
6	3/8/18	SIDEWALK REVS FOR STREET DESIGN	PI														
7	10/11/18	TOWN REVIEW COMMENTS	PI														
8	9/11/18	RAISE SITE 3\"/>															
13 17000	DMC DS TC 2017-04-13																

Exhibit D
(Depiction of Project Infrastructure Easements and the Town Conveyed Land)



LEGEND

- = FOUND REBAR & CAP (L.S. AS NOTED)
- = SET 5/8"x18" REBAR W/ 1 1/2" CAP



PROPERTY DESCRIPTION:

A tract of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, Town of Ridgway, County of Ouray, State of Colorado, more particularly described as follows:
 Beginning at a point on the South Right of Way line of Otto Street, between Lena Street and Railroad Avenue, a found rebar and cap LS 10738, from which the found intersection monument of Lena Street and Otto Street bears N66°15'16"W 88.09 feet;
 Thence S88°26'12"E 34.58 feet along the South Right of Way line of Otto Street;
 Thence S03°48'17"E 93.02 feet to a point on the West property line of the Town of Ridgway and historic West Right of Way line of the Denver & Rio Grande Western Railroad;
 Thence N23°29'17"W 102.22 feet along said property line to the POINT OF BEGINNING;
 Said tract contains 0.037 acres as described.

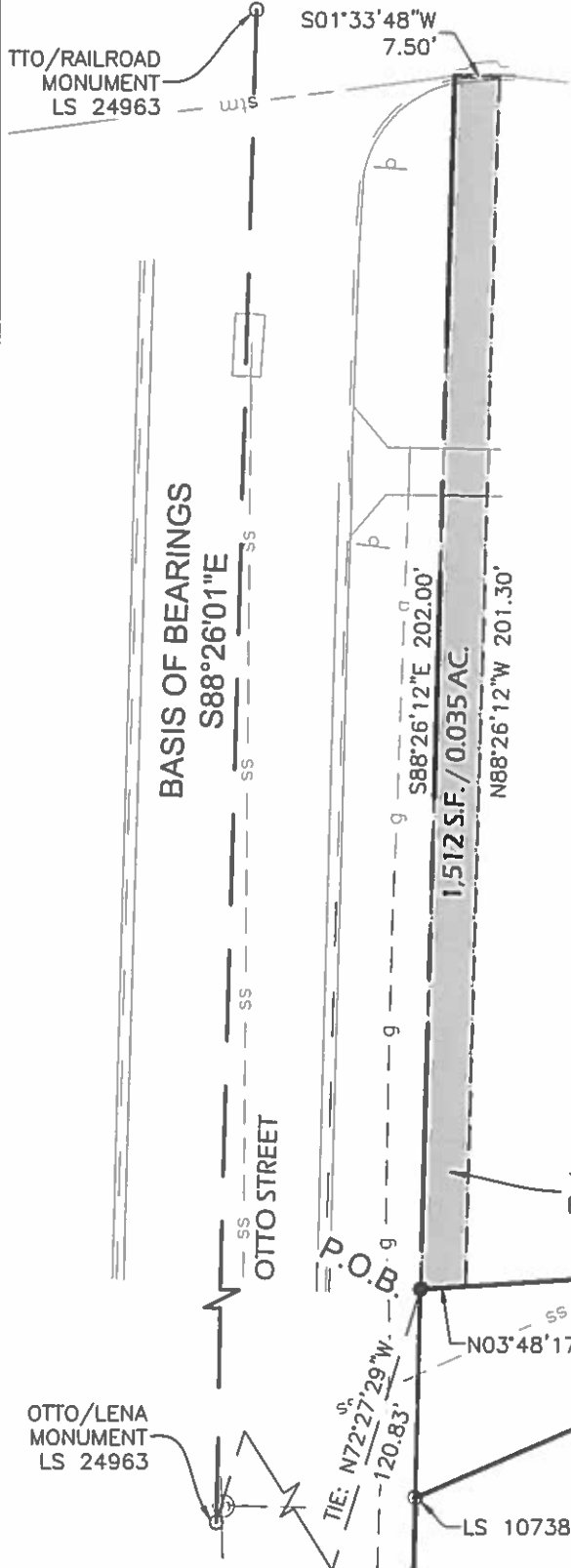
DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING <small>128 California Ave. • Morrison, CO 81401 • (970) 246-2281 • (970) 246-2342 FAX www.delmont.com • dmcc@delmont.com</small>	
DESIGNED BY:	SCALE:
DS/PI	1"=30'
CHECKED BY:	FILE NAME:
NB	17009C_PROP EXHIBITS

LENA STREET COMMONS
TOWN PROPERTY ACQUISITION

EXHIBIT D

RIDGWAY, COLORADO

D.M. JOB NO.	17009
DATE ISSUED	7/12/18
SHEET	1 of 1



EASEMENT DESCRIPTION:

A tract of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, Town of Ridgway, County of Ouray, State of Colorado, more particularly described as follows:

Beginning at a point on the South Right of Way line of Otto Street, between Lena Street and Railroad Avenue, from which the found intersection monument of Lena Street and Otto Street bears N72°27'29"W 120.83 feet;

Thence S88°26'12"E 202.00 feet along the South Right of Way line of Otto Street extended;

Thence S01°33'48"W 7.50 feet;

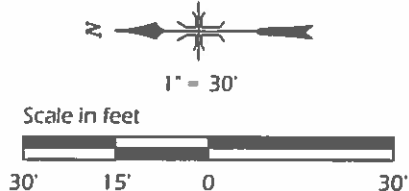
Thence N88°26'12"W 201.30 feet to a point on the Lena Street Commons Subdivision property line;


Thence N03°48'17"W 7.53 feet along said property line to the POINT OF BEGINNING;

Said easement contains 0.035 acres as described.

LEGEND

- = FOUND REBAR & CAP (L.S. AS NOTED)
- = SET 5/8"x18" REBAR W/ 1 1/2" CAP



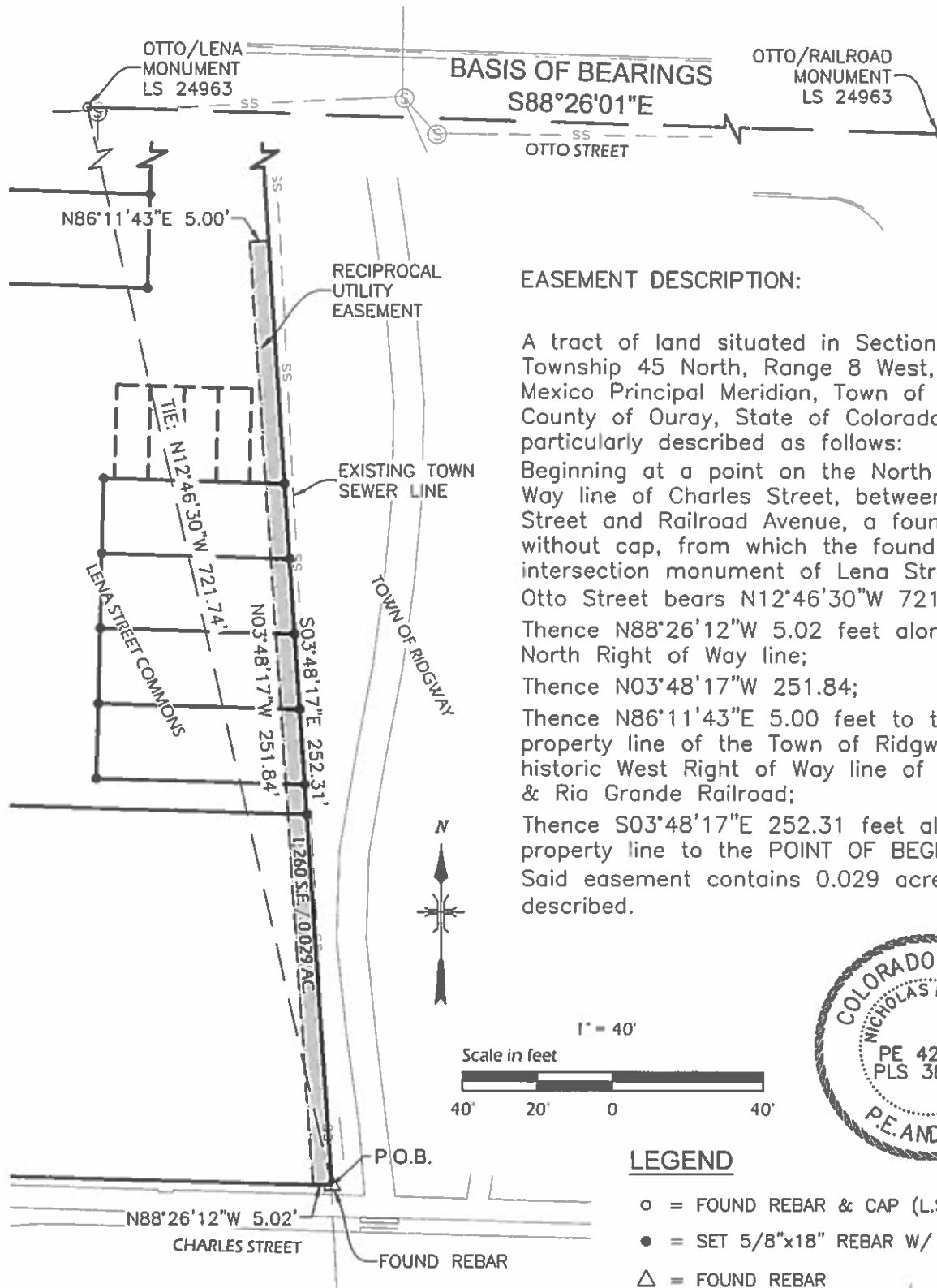
 DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING <small>28 Colorado Ave. • Suite 200 • Denver, CO 80202 • (303) 733-2281 • (303) 733-2142 FAX www.delmont.com • info@delmont.com</small>	
DESIGNED BY:	SCALE:
DS/PI	1"=30'
CHECKED BY:	FILE NAME:
NB	17009C_PROP EXHIBITS

LENA STREET COMMONS
STORM DRAIN EASEMENT

EXHIBIT D

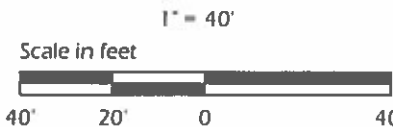
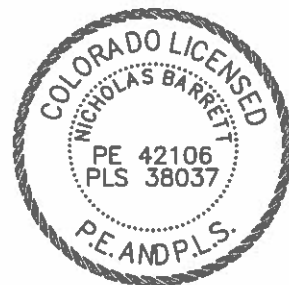
RIDGWAY, COLORADO

D.M. JOB NO.	17009
DATE ISSUED	7/12/18
SHEET	1 of 1



EASEMENT DESCRIPTION:

A tract of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, Town of Ridgway, County of Ouray, State of Colorado, more particularly described as follows:
 Beginning at a point on the North Right of Way line of Charles Street, between Lena Street and Railroad Avenue, a found rebar without cap, from which the found intersection monument of Lena Street and Otto Street bears N12°46'30"W 721.74 feet;
 Thence N88°26'12"W 5.02 feet along said North Right of Way line;
 Thence N03°48'17"W 251.84;
 Thence N86°11'43"E 5.00 feet to the West property line of the Town of Ridgway and historic West Right of Way line of the Denver & Rio Grande Railroad;
 Thence S03°48'17"E 252.31 feet along said property line to the POINT OF BEGINNING;
 Said easement contains 0.029 acres as described.



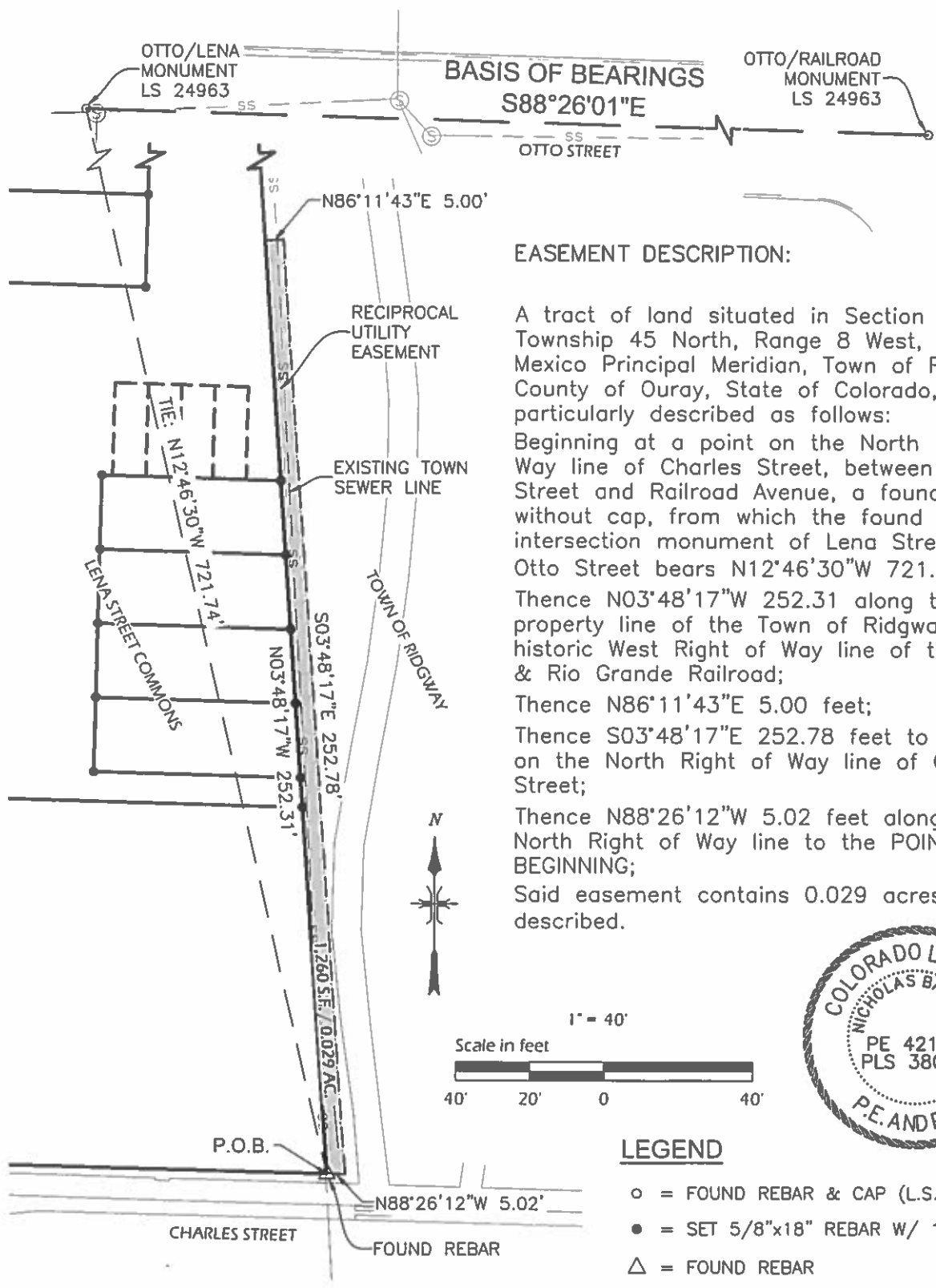
LEGEND

- = FOUND REBAR & CAP (L.S. AS NOTED)
- = SET 5/8"x18" REBAR W/ 1 1/2" CAP
- △ = FOUND REBAR

		DEL-MONT CONSULTANTS, INC. <small>ENGINEERS, ARCHITECTS, SURVEYORS, PLANNERS</small> <small>128 Colorado Ave. • Boulder, CO 80501 • (303) 440-2281 • (303) 440-2340 FAX</small> <small>www.delmont.com • info@delmont.com</small>	
DESIGNED BY:	SCALE:		
DS/PI	1"=40'		
CHECKED BY:	FILE NAME:		
NB	17009C_PROP EXHIBITS		

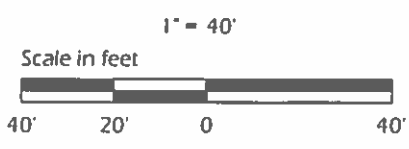
LENA STREET COMMONS
RECIPROCAL UTILITY EASEMENT
EXHIBIT D
RIDGWAY, COLORADO

D.M. JOB NO:	17009
DATE ISSUED	7/12/18
SHEET	1 of 1



EASEMENT DESCRIPTION:

A tract of land situated in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, Town of Ridgway, County of Ouray, State of Colorado, more particularly described as follows:
 Beginning at a point on the North Right of Way line of Charles Street, between Lena Street and Railroad Avenue, a found rebar without cap, from which the found intersection monument of Lena Street and Otto Street bears N12°46'30"W 721.74 feet;
 Thence N03°48'17"W 252.31 along the West property line of the Town of Ridgway and historic West Right of Way line of the Denver & Rio Grande Railroad;
 Thence N86°11'43"E 5.00 feet;
 Thence S03°48'17"E 252.78 feet to a point on the North Right of Way line of Charles Street;
 Thence N88°26'12"W 5.02 feet along said North Right of Way line to the POINT OF BEGINNING;
 Said easement contains 0.029 acres as described.



LEGEND

- = FOUND REBAR & CAP (L.S. AS NOTED)
- = SET 5/8"x18" REBAR W/ 1 1/2" CAP
- △ = FOUND REBAR

DEL-MONT CONSULTANTS, INC. <small>REGISTERED PROFESSIONAL ENGINEERS</small> <small>170 Colorado Ave. • Montrose, CO 81401 • (970) 246-2291 • (970) 246-2143 FAX</small> <small>www.delmont.com • info@delmont.com</small>	
DESIGNED BY:	SCALE:
DS/PI	1"=40'
CHECKED BY:	FILE NAME:
NB	17009C_PROP EXHIBITS

LENA STREET COMMONS
RECIPROCAL UTILITY EASEMENT
EXHIBIT D
RIDGWAY, COLORADO

D.M. JOB NO:	17009
DATE ISSUED	7/12/18
SHEET	1 of 1

LENA STREET COMMONS PLANNED UNIT DEVELOPMENT FINAL PLAT

SITUATED IN SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being the owner of certain lands in the Town of Ridgway, Colorado, to wit:

A TRACT OF LAND LYING EAST OF BLOCKS 31 AND 32, AND WEST OF THE WEST LINE OF THE RAILROAD RIGHT OF WAY BETWEEN OTTO STREET AND CHARLES STREET, TOWN OF RIDGWAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF LENA STREET AND THE NORTH LINE OF CHARLES STREET EXTENDED;

THENCE NORTH 01°33'48" EAST 666.00 FEET ALONG THE EAST LINE OF LENA STREET TO THE SOUTH LINE OF OTTO STREET EXTENDED;

THENCE SOUTH 88°26'12" EAST 41.61 FEET ALONG SAID SOUTH LINE EXTENDED TO THE WEST RIGHT OF WAY LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD RIGHT OF WAY;

THENCE SOUTH 23°29'17" EAST 102.20 FEET ALONG SAID RIGHT OF WAY LINE;

THENCE SOUTH 03°48'17" EAST 575.94 FEET ALONG SM AID RIGHT OF WAY LINE LINE TO THE NORTH LINE OF CHARLES STREET EXTENDED;

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

AND

A TRACT OF LAND SITUATED IN SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN, TOWN OF RIDGWAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF OTTO STREET, BETWEEN LENA STREET AND RAILROAD AVENUE, A FOUND REBAR AND CAP LS 10738, FROM WHICH THE FOUND INTERSECTION MONUMENT OF LENA STREET AND OTTO STREET BEARS NORTH 66°15'16" WEST, 88.09 FEET;

THENCE SOUTH 88°26'12" EAST, 34.58 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF OTTO STREET;

THENCE SOUTH 03°48'17" EAST, 93.02 FEET TO A POINT ON THE WEST PROPERTY LINE OF THE TOWN OF RIDGWAY AND HISTORIC WEST RIGHT OF WAY LINE OF THE DENVER & RIO GRANDE WESTERN RAILROAD;

THENCE NORTH 23°29'17" WEST, 102.22 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING, COUNTY OF OURAY, STATE OF COLORADO.

Has by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name of Lena Street Commons Planned Unit Development. The following easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado as shown:

Town Access and Utility Easements, and Public Pedestrian/Non-Motorized Easements as shown and identified herein;

Executed this _____ day of _____, A.D. 20____.

Lena Commons, LLC,
a Colorado limited liability company

By: _____ Date: _____

Printed Name: _____

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

_____ (type in name of signatory),

_____ (type in representative capacity),

of _____ (type in owner's name).

Witness my hand and official seal.

My Commission expires _____ (SEAL)

Notary Public

LIENHOLDER'S AFFIDAVIT:

Before a Notary Public, duly qualified and acting in and for said town, county, and state, appeared _____ known by official government-issued photograph identification to be the affiant herein, who stated the following under oath:

The undersigned holder of a lien pursuant to an instrument recorded under Reception No. _____ in the records of the Ouray County Clerk and Recorder, hereby joins in this subdivision and the dedication of easements, streets and other properties to the Town shown hereon. The undersigned duly swears or affirms that: 1) he/she is authorized to sign this Plat on behalf of the lien-holding entity named below for which he/she functions as an agent; and 2) said agency includes the actual authority to sign this Plat joining in this subdivision and any dedications to the Town; and 3) that all necessary corporate or other legal formalities have been met to allow the agent's signature below to be effective; and 4) that the signature below was made by the person whose name it purports to be.

_____ the _____ of Citizens State Bank of Ouray

STATE OF COLORADO)
) ss.
COUNTY OF _____)

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

_____ (type in name of signatory),

_____ (type in representative capacity),

of _____ (type in owner's name).

Witness my hand and official seal.

My Commission expires _____ (SEAL)

Notary Public

ATTORNEY'S CERTIFICATE:

I, _____, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the Title Policy numbered OUC85006736 issued by Land Title Guarantee Company on October 6, 2020, and according to that title policy, of all land herein platted and that title to such land is in the dedicator(s) and owners, and that based upon my review of said title commitment, the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

Dated this _____ day of _____, A.D., 20____.

Attorney at Law

CERTIFICATE OF IMPROVEMENTS COMPLETION:

The undersigned, Town Manager of the Town of Ridgway, does certify that all improvements and utilities required by the current Subdivision Regulations of the Town of Ridgway have been installed in this Subdivision in accordance with the specifications of the Town except for the following which have been secured pursuant to Town subdivision regulations:

Date: _____

Town Manager

OURAY COUNTY TREASURER:

I certify that as of the _____ day of _____, _____ there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

Date: _____

Ouray County Treasurer

PLANNING COMMISSION:

Approved by the Ridgway Town Planning Commission this _____ day of _____, A.D. 20____, by

Chairman.

TOWN COUNCIL:

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

_____, Mayor.

TOWN ATTORNEY'S CERTIFICATE:

Approved for recording this _____ day of _____, 20____.

_____, Town Attorney

ENGINEER'S CERTIFICATE:

I, _____, a Registered Engineer in the State of Colorado, do certify that the streets, curb gutter & sidewalk, sanitary sewer system, the water distribution system, fire protection system and the storm drainage system for this subdivision are properly designed, meet the Town of Ridgway specifications, are adequate to serve the Subdivision shown hereon.

Date: _____

Engineer Registration Number

BASIS OF BEARINGS:

The bearing between the found rebar and cap at the intersection of N. Lena Street and Otto Street, and the found rebar and cap at the intersection of N. Railroad Street and Otto Street, bears South 88°26'01" East (ASSUMED).

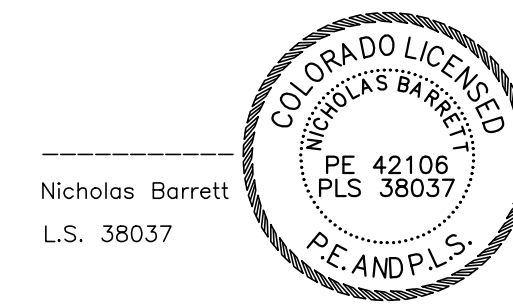
LINEAL UNITS STATEMENT:

The Lineal Unit used on this plat is U.S. Survey Feet

SURVEYORS CERTIFICATE:

I, Nicholas Barrett, hereby certify that this plat was prepared under my direct supervision and that said survey is accurate to the best of my knowledge, conforms to all requirements of the Colorado Revised Statutes, and all applicable Town of Ridgway regulations, and that all required monuments have been set as shown.

C.R.S. Section 38-51-106 Statement: this plat does not represent a title search by the Surveyor, nor by any professional corporation or business entity with which said Surveyor may be associated. Information regarding the title work performed for and used in producing this plat may be found in the title report issued by Land Title Guarantee Company, dated October 6, 2020, bearing order number OUC85006736.



RECORDER'S CERTIFICATE:

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

Reception No. _____

_____ by _____

County Clerk & Recorder Deputy

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

			DEL-MONT CONSULTANTS, INC. ENGINEERING SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 (970) 249-2342 FAX www.del-mont.com info@del-mont.com		
FIELD BOOK: 881			DRAWN BY: PJI		DATE: 12-23-20
SHEET: 1 of 4		FILE: 17009V_FPLAT		JOB NO.: 17009	
TITLE: LENA STREET COMMONS			CLIENT: LENA COMMONS, LLC		
ADDRESS & PHONE: P.O. BOX 3601 TELLURIDE, CO 81435			TYPE: FINAL PLAT		

LENA STREET COMMONS PLANNED UNIT DEVELOPMENT FINAL PLAT

SITUATED IN SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

NOTES:

1. FORMATION OF COMMON INTEREST COMMUNITIES:

- a. In connection with the development of the Lena Street Commons property, the property is being separated into two separate common interest ownership communities, consisting of:
- (1) the Lena Street Commons Commercial Condominiums ("Commercial Condominiums"), which shall be managed and administered by the Lena Street Commons Commercial Condominium Owners Association, Inc., a Colorado nonprofit corporation ("Commercial Condominium Association") Reception No. _____ in the Ouray County Records; and
 - (2) the Lena Street Commons Townhome ("Townhomes") which shall be managed and administered by the Lena Street Commons Townhome Association, Inc., a Colorado nonprofit corporation ("Townhome Association") Reception No. _____ in the Ouray County Records.
- b. The Commercial Condominiums will consist of certain condominium units ("Commercial Unit(s)") and certain common elements ("Commercial Common Elements") which shall be developed in compliance with the site specific approvals granted by the Town. The Commercial Unit(s) and Commercial Common Elements will be depicted upon a certain Condominium Map for the Lena Street Commons Commercial Condominiums ("Commercial Condominium Map") and described in a certain Condominium Declaration for the Lena Street Commons Commercial Condominiums ("Commercial Condominium Declaration"), which will be submitted to the Town for review and consideration when the improvements relating to the Commercial Condominiums have been constructed. The Commercial Units, including future improvements thereon, subsequent to their initial construction and development in accordance with the Development Agreement as defined on Plat Note 2, may be separately owned by individual owners ("Commercial Unit Owners") and may be used in accordance with applicable Town laws and regulations and the terms, conditions and provisions of the Commercial Condominium Declaration. The exterior walls and roof of the future improvements being constructed on Commercial Condominium Units will be designated as Commercial Common Elements on the Commercial Condominium Map and shall be owned and maintained by the Commercial Condominium Association as provided for in the Commercial Condominium Declaration. The exterior of all Commercial Condominiums and landscaping shall be maintained by the Commercial Condominium Association as provided for in the Commercial Condominium Declaration. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed, and assess the costs thereof to such owner(s), or the Town may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.
- c. The Townhomes will consist of certain platted lots as depicted and described on the Plat ("Townhomes Lot(s)") and certain common areas ("Townhomes Common Areas") as the same are depicted on this Plat. The Townhomes Lots may each be improved with a single-family townhome residence (each, a "Townhome Residence"), which shall be developed in compliance with the site specific approvals granted by the Town. Rights to undertake and complete the Townhome Residences on each Townhome Lot and annex the improvements into the Townhomes are provided for in the Declaration for the Lena Street Commons Townhome ("Townhomes Declaration"). As provided for in the Townhomes Declaration, the design of the Townhome Residences contemplates that improvements will extend to the lot lines of each of the Townhome Lots, unless otherwise indicated and that improvements contemplate the use of shared walls, foundations, roofs and other structural components ("Party Walls"), the operation, maintenance and repair of which are provided for in the Townhomes Declaration. The Townhomes Lots and the Townhome Residences, including future improvements thereon, subsequent to their initial construction and development in accordance with the Development Agreement as defined on Plat Note 2, may be separately owned by individual owners ("Townhomes Lots Owners") and may be used in accordance with applicable Town laws and regulations and the terms, conditions and provisions of the Townhomes Declaration. The Townhome Common Area depicted hereon shall be transferred to and owned by the Townhome Association. The exterior of all Townhome Residences and landscaping shall be maintained by the Townhome Association as provided for in the Townhomes Declaration. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed, and assess the costs thereof to such owner(s), or the Town may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.
- d. Declarant reserves the right, but not the obligation, to combine the Townhomes or the Commercial Condominiums into a master community.
- e. Lot F is proposed for future development and may be developed as its own separate common interest ownership community. Development on Lot F is not currently proposed for inclusion in either the Townhomes or the Commercial Condominiums, although the Declarant has reserved the right to annex the property into either of the respective common interest ownership communities.
- f. A Joint Maintenance and Cost Share Agreement ("Joint Maintenance Agreement"), recorded on _____, 20____ in Reception No. _____ in the Ouray County records, shall be executed by the Townhome Association and the Commercial Condominium Association. The Joint Maintenance Agreement provides for the shared use, maintenance, repair and replacement of certain shared infrastructure and other facilities benefiting and serving both communities.

2. DEVELOPMENT AGREEMENT:

The Owner and the Town have entered into a certain "Development Agreement" concerning the property covered by this Plat, which was recorded on August 19, 2019 in Reception No. 223540 in the Ouray County records.

3. VESTED RIGHTS AND PHASING PLAN:

The Development Agreement establishes certain vested property rights and phasing timing and sequencing for the development of the property. Please refer to the Development Agreement for all terms, conditions and requirements relating to the vested property rights and phasing timing and sequencing for the development of the property.

4. PROVISION OF DEED RESTRICTED HOUSING:

The Development Agreement requires that the Owner construct and provide deed restricted housing in connection with the development of the project. As provided for in the Development Agreement, each Townhome Residence developed on Lot 1E, Lot 4E and Lot 1B ("Deed Restricted Units"), shall be deed restricted which establish restrictions on ownership and pricing of the Deed Restricted Units. The Phasing Plan reflected in the Development Agreement establishes the timing and sequencing by which the Owner must construct and convey the Deed Restricted Units. Please refer to the Development Agreement for all terms, conditions and requirements relating to the Deed Restricted Units. Notwithstanding the Development Agreement, any changes to the affordable housing provisions will require a plat amendment.

5. SHORT-TERM RENTALS:

The Development Agreement authorizes the use and operation of short-term rentals in those Townhome Residences included in the Lot C Building and the Lot D Building. These units are subject to all Town Regulations, including: short-term rental regulations, lodging and sales taxes, any applicable licensing, and any future amendments to the Municipal Code. Short-term rentals are prohibited in those Townhome Residences included in the Lot B Building and the Lot E Building as well as the commercial condominium units included in the Lot A Building.

6. STORM WATER SYSTEM MAINTENANCE:

Each Townhomes Lot Owner shall have the obligation to maintain all gutters and downspouts on their respective Townhome Lot as provided for in the Townhomes Declaration. Said gutters and downspouts shall be tied into the drainage system maintained by the Townhome Association in the Townhome Common Area identified on the Plat. A non-exclusive, perpetual easement is established, granted and conveyed on and over each Townhomes Lot for the use and benefit of the Townhomes Association to enable the Townhomes Association to undertake such maintenance in the event that a Townhomes Lot Owner fails to do so, which actions may be taken by the Association in the manner provided for in the Townhomes Declaration. Within the Commercial Condominiums, the Commercial Condominiums Association shall have the obligation to maintain all gutters and downspouts in a working manner as provided for in the Commercial Condominiums Declaration. The drainage and storm water drainage system shall be maintained jointly by the Townhome Association and the Commercial Condominium Association. The Townhome Association and the Commercial Condominium grant each other reciprocal, perpetual, non-exclusive easements for the use, operation, repair and maintenance of the shared drainage and storm water systems as provided for in the Joint Maintenance Agreement. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of any pipelines, ditches or improvements as located within this project. This responsibility is intended to be performed jointly by the Townhome Association and the Commercial Condominium Association. If said maintenance is not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner.

7. SNOW REMOVAL:

Snow removal within this PUD and on sidewalk in the public right-of-way abutting this PUD is the responsibility of the Townhome Association. The Townhome Association shall have an easement over the Commercial Common Element for Snow Removal as provided for in the Joint Maintenance Agreement. In the event that said maintenance and snow removal in the public right-of-way is not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges.

8. PEDESTRIAN PUBLIC/NON-MOTORIZED EASEMENTS:

The Public Pedestrian/Non-Motorized Easements depicted on this Plat are hereby subject to a non-exclusive, perpetual easement to the Town for use by the public. Any required maintenance and repair of the sidewalks shall be undertaken by the respective Townhome Association or the Commercial Condominium Association upon which the sidewalks are located.

9. COMMERCIAL CONDOMINIUMS EASEMENT FOR UTILITIES, ACCESS AND DRAINAGE:

- a. A portion of the area attributable to the Lena Street Commercial Condominiums shall be subject to a perpetual, non-exclusive easement for pedestrian, non-motorized and motorized access for the use and benefit of all owners and occupants of all Commercial Units and the Townhomes Lots. The area of this easement is depicted on the Plat.
- b. An additional portion of the area attributable to the Lena Street Commercial Condominiums shall be subject to a blanket perpetual, non-exclusive easement for the installation, use, operation and maintenance of underground utilities and necessary appurtenant above ground structures including but not limited to, electric, gas, water, sanitary sewer, storm sewer, phone and cable for the use and benefit of all Commercial Units and the Townhomes Lots. The area of this easement is depicted on the Plat.
- c. An additional portion of the area attributable to the Lena Street Commercial Condominiums shall be subject to a perpetual, non-exclusive 5' access and utility easement for the installation, use, operation and maintenance of underground utilities and necessary appurtenant above ground structures including but not limited to, electric, gas, water, sanitary sewer, storm sewer, phone and cable for the use and benefit of all Commercial Units, the Townhomes Lots, Lot F and the Town of Ridgway. The area of this easement is depicted on the Plat.

10. TOWNHOMES EASEMENT FOR UTILITIES, ACCESS AND DRAINAGE:

- a. Portions of the Townhome Common Area as depicted hereon shall be subject to a perpetual, non-exclusive easement for pedestrian, non-motorized and motorized access for the use and benefit of all owners and occupants of all of the Townhomes Lots. The area of this easement is depicted on the Plat.
- b. The entire portion of the Townhome Common Area shall be subject to a blanket perpetual, non-exclusive easement for drainage and underground utilities including but not limited to, electric, gas, water, sanitary sewer, storm sewer, phone and cable for the use and benefit of all of the Townhomes Lots. The area of this easement is depicted on the Plat.
- c. An additional portion of the area attributable to portions of Townhome Common Area as depicted hereon shall be subject to a perpetual, non-exclusive 5' easement for the installation, use, operation and maintenance of underground utilities and necessary appurtenant above ground structures including but not limited to, electric, gas, water, sanitary sewer, storm sewer, phone and cable for the use and benefit of all Commercial Units, the Townhomes Lots and Lot F. The area of this easement is depicted on the Plat.
- d. Portions of the Townhome Lots as depicted hereon shall be subject to a perpetual, non-exclusive easement for utilities for the use and benefit of the owners and occupants of certain Townhomes Lots as designated hereon.

11. LOT F EASEMENTS FOR ACCESS AND UTILITIES:

- a. Portions of Lot F as depicted hereon shall be subject to a perpetual, non-exclusive easement for underground utilities including but not limited to, electric and storm sewer for the use and benefit of all of the Townhomes Lots.
- b. An additional portion of the area attributable to Lot F shall be subject to a perpetual, non-exclusive 5' easement for the installation, use, operation and maintenance of underground utilities and necessary appurtenant above ground structures including but not limited to, electric, gas, water, sanitary sewer, storm sewer, phone and cable for the use and benefit of all Commercial Units and the Townhomes Lots.

12. COMMERCIAL COMMON ELEMENT MAINTENANCE:

The Commercial Common Elements shall be owned in undivided interests by the Commercial Unit Owners and maintained (subject to the Town of Ridgway sanitary sewer easement and various easements granted herein to the Townhome Association) by the Commercial Condominium Association. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of such properties and/or improvements, nor shall the Town be responsible for future dedications of such properties. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed, and assess the costs thereof to such owner(s), or the Town may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

13. TOWNHOME COMMON AREA MAINTENANCE:

The Townhome Association shall have the obligation to maintain the Townhome Common Area owned by the Townhome Association and improvements located within the Townhome Common Area as provided for in the Townhomes Declaration and Joint Maintenance Agreement. This obligation shall include but not be limited to the maintenance and repair of all access ways and commonly owned utilities and drainage facilities and landscaping therein. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of such properties and/or improvements, nor shall the Town be responsible for future dedications of such properties. Upon failure to properly maintain such properties and/or improvements shown hereon, or in the need to abate a nuisance or public hazard, the Town may cause the maintenance or repair to be performed, and assess the costs thereof to such owner(s), or the Town may certify such charges as a delinquent charge to the County Treasurer to be collected similarly to taxes or in any lawful manner.

14. TOWNHOMES LOT E PARKING:

The parking area for the Townhomes Lots designated as the E lots is located on the Common Area owned by the Townhome Association. It shall be maintained by the Townhome Association as provided for in the Townhomes Declaration.

15. LANDSCAPING AND IRRIGATION:

All landscaping and irrigation systems, whether located on the Townhome Common Area or the Commercial Common Element shall be planted or installed and maintained by the Townhome Association as provided for in the Joint Maintenance Agreement. The Town is not responsible or liable in any manner for the maintenance, repair, or operation of the irrigation system. The Townhome Association is granted and conveyed a perpetual, non-exclusive easement over the Commercial Common Element for irrigation and landscaping of all landscaping areas within the Townhomes and Commercial Condominiums. The Townhome Association may run an irrigation line from a tap located on Commercial Common Element owned by the Commercial Condominium Association. If landscaping maintenance is not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges.

16. OUTDOOR LIGHTING:

All outdoor lighting fixtures shall comply with Town regulations.

17. MAXIMUM ALLOWABLE DWELLING UNITS:

The maximum number of Lots and dwelling units allowed on the Townhome Lots is 19. Each Townhomes Lot is limited to one principal dwelling unit for which applicable excise tax has been paid.

18. LOT F:


As provided for in the Development Agreement, with the recordation of this Plat, no land use or development approvals are being granted for Lot F. The owner of Lot F will need to pursue and obtain any required development approvals and permits to undertake development of improvements on Lot F in compliance with all Town regulations.

19. GEOTECHNICAL STUDY:

Pursuant to the recommendations in the Geotechnical Report by Lambert & Associates, Project Number M17001GE dated March 23, 2017, a site and structure specific geotechnical engineering study is required during the planning phase of each building to provide site and structure specific suggestions and recommendations.

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

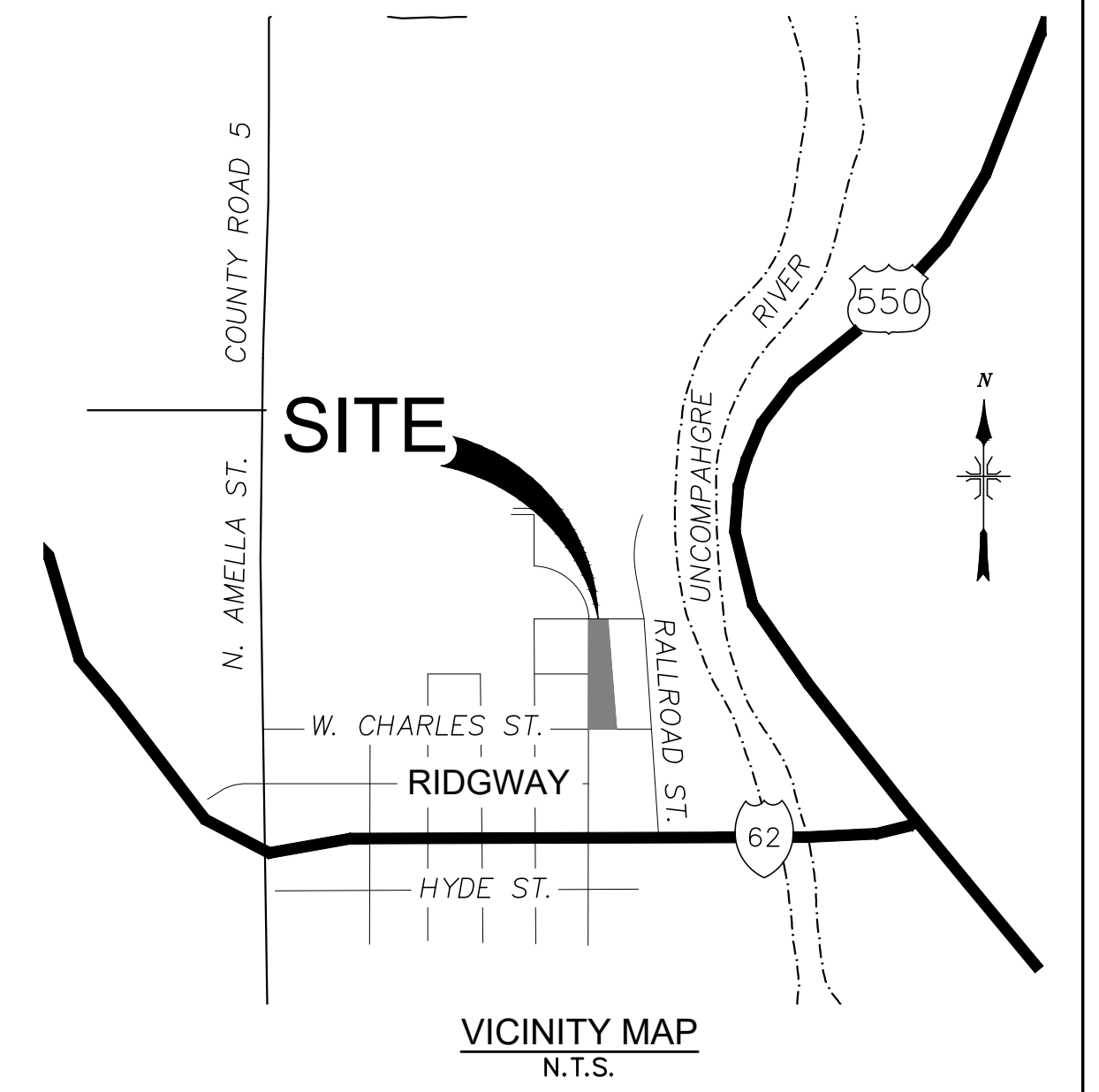
TITLE: LENA STREET COMMONS			
CLIENT: LENA COMMONS, LLC		ADDRESS & PHONE: P.O. BOX 3601 TELLURIDE, CO 81435	
FIELD BOOK: 881	DRAWN BY: PJI	DATE: 12-23-20	
SHEET: 2 of 4	FILE: 17009V_FPLAT	JOB NO.: 17009	TYPE: FINAL PLAT



DEL-MONT CONSULTANTS, INC.
ENGINEERING & SURVEYING
125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 FAX
www.delmont.com • info@delmont.com

LENA STREET COMMONS PLANNED UNIT DEVELOPMENT FINAL PLAT

SITUATED IN SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO

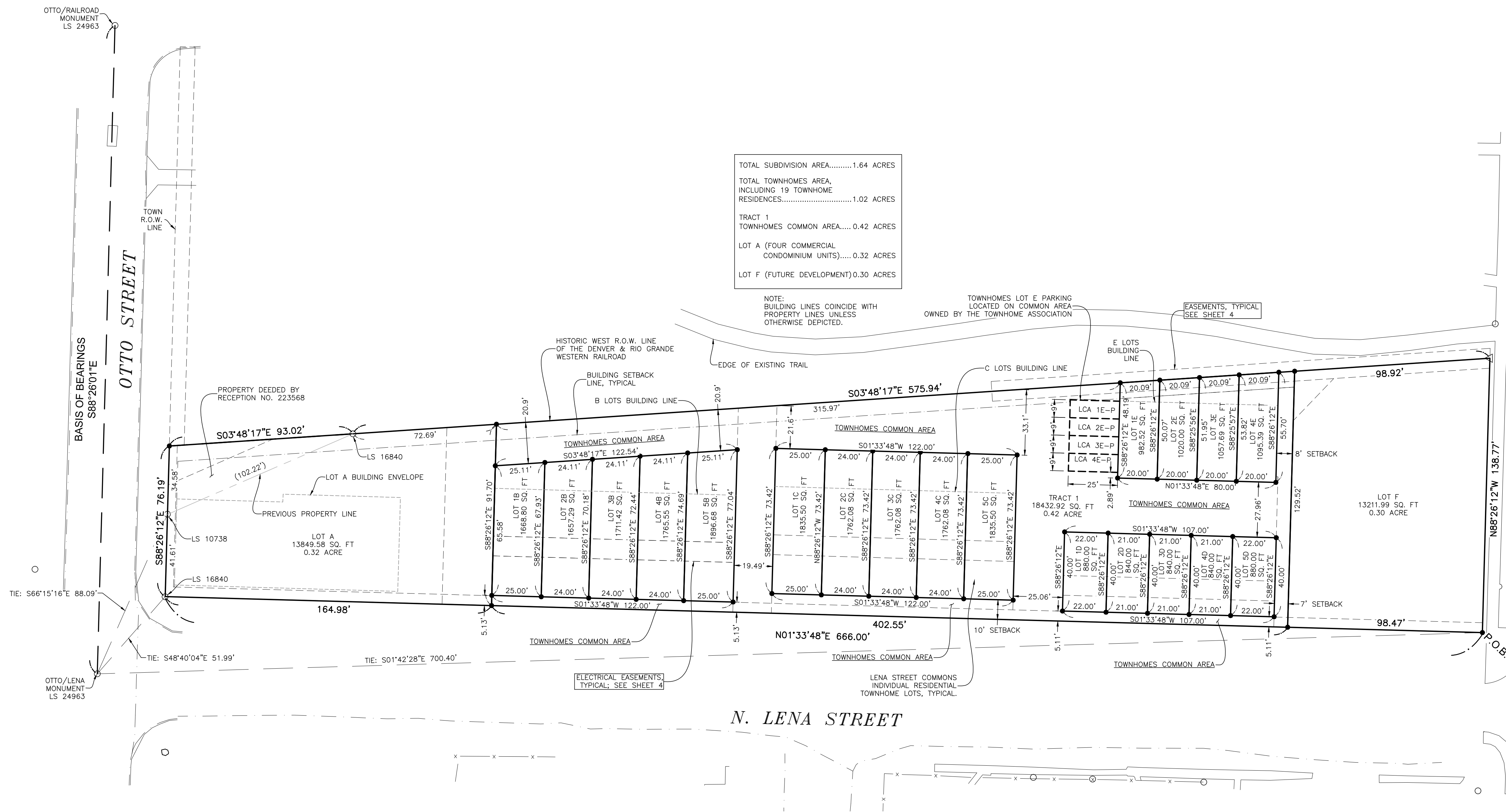


TOTAL SUBDIVISION AREA.....1.64 ACRES
TOTAL TOWNHOMES AREA,
INCLUDING 19 TOWNHOME
RESIDENCES.....1.02 ACRES
TRACT 1
TOWNHOMES COMMON AREA.....0.42 ACRES
LOT A (FOUR COMMERCIAL
CONDOMINIUM UNITS).....0.32 ACRES
LOT F (FUTURE DEVELOPMENT)0.30 ACRES

NOTE:
BUILDING LINES COINCIDE WITH
PROPERTY LINES UNLESS
OTHERWISE DEPICTED.

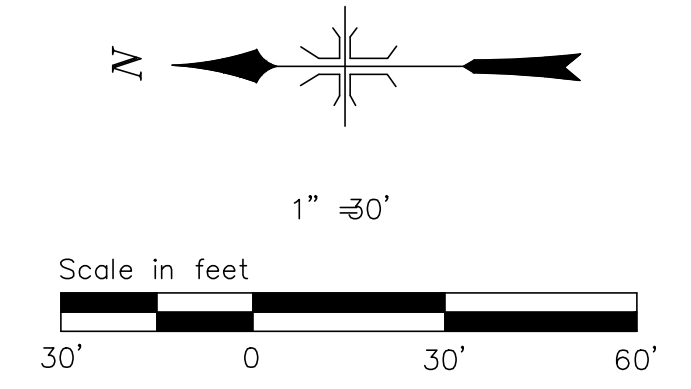
TOWNHOMES LOT E PARKING
LOCATED ON COMMON AREA
OWNED BY THE TOWNHOME ASSOCIATION

EASEMENTS, TYPICAL
SEE SHEET 4



LEGEND

- = FOUND REBAR & CAP (L.S. AS NOTED)
- △ = FOUND REBAR
- = SET 5/8" REBAR W/ 1" ALUMINUM CAP L.S. 38037

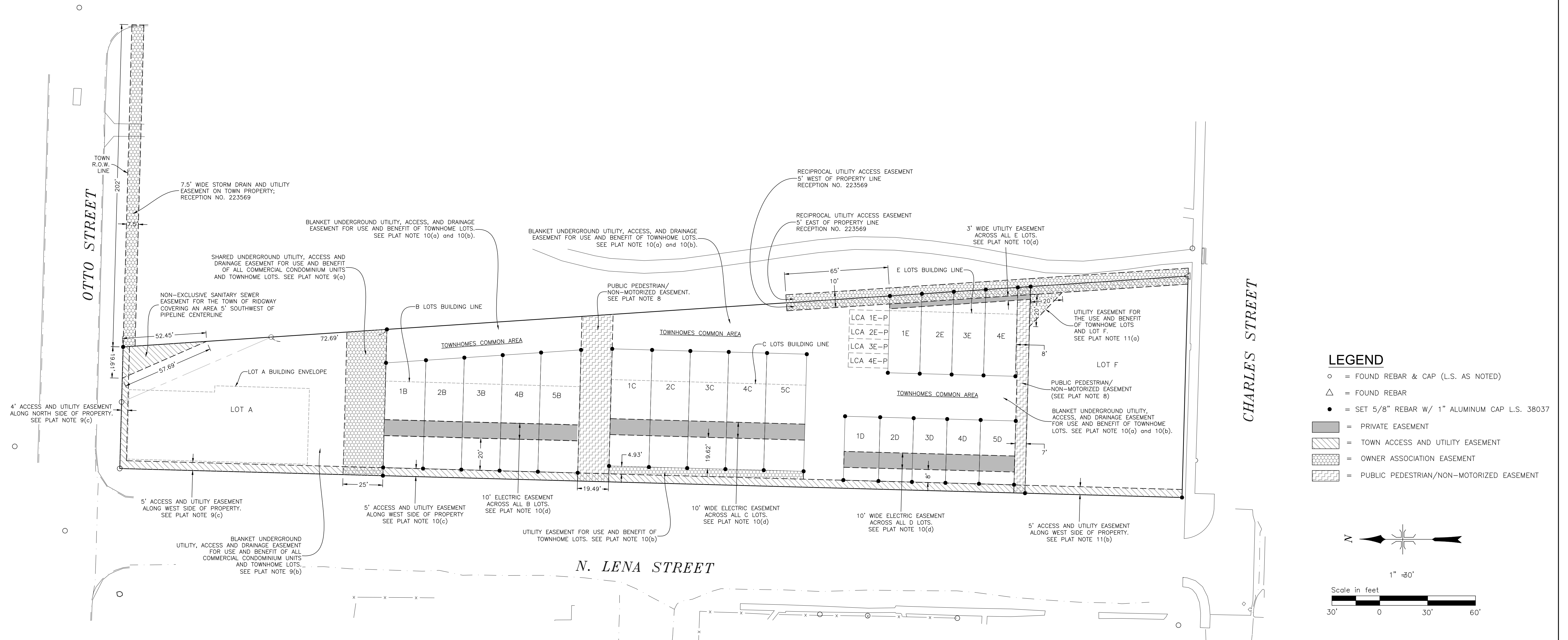


NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

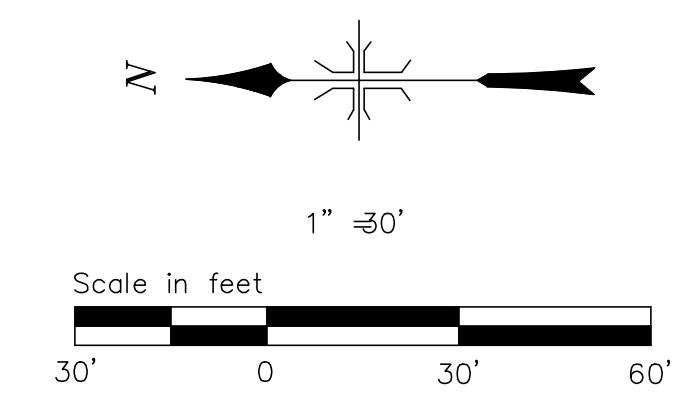
DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING <small>125 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 FAX www.del-mont.com • info@del-mont.com</small>				TITLE: LENA STREET COMMONS
FIELD BOOK: 881	DRAWN BY: PJI	DATE: 12-23-20	CLIENT: LENA COMMONS, LLC	
SHEET: 3 of 4	FILE: 17009V_FPLAT	JOB NO.:# 17009	ADDRESS & PHONE: P.O. BOX 3601 TELLURIDE, CO 81435	
			TYPE: FINAL PLAT	

LENA STREET COMMONS PLANNED UNIT DEVELOPMENT FINAL PLAT

SITUATED IN SECTION 16, TOWNSHIP 45 NORTH, RANGE 8 WEST, N.M.P.M.
TOWN OF RIDGWAY, COUNTY OF OURAY, STATE OF COLORADO



- LEGEND**
- = FOUND REBAR & CAP (L.S. AS NOTED)
 - △ = FOUND REBAR
 - = SET 5/8" REBAR W/ 1" ALUMINUM CAP L.S. 38037
 - ▨ = PRIVATE EASEMENT
 - ▨ (diagonal lines) = TOWN ACCESS AND UTILITY EASEMENT
 - ▨ (cross-hatch) = OWNER ASSOCIATION EASEMENT
 - ▨ (stippled) = PUBLIC PEDESTRIAN/NON-MOTORIZED EASEMENT



NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification shown hereon.

DMC DEL-MONT CONSULTANTS, INC. ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 FAX www.delmont.com • info@delmont.com				TITLE: LENA STREET COMMONS
FIELD BOOK: 881	DRAWN BY: PJI	DATE: 12-23-20	CLIENT: LENA COMMONS, LLC	
SHEET: 4 of 4	FILE: 17009V_FPLAT	JOB NO.: 17009	ADDRESS & PHONE: P.O. BOX 3601 TELLURIDE, CO 81435	
			TYPE: FINAL PLAT	

AGENDA ITEM #9



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: November 3, 2021
Agenda Topic: **Review and action on Revocable Encroachment Permit for use of Town property related to the Old Ridgway Firehouse Project**

SUMMARY:

Before Council for consideration is a Revocable Encroachment Permit for use of Town property related to the Old Ridgway Firehouse Project. The Permit is attached to this memo as Exhibit 1. If approved, it will allow the Old Ridgway Firehouse Project to encroach on Town property by allowing them to designate patio seating areas on Town-owned sidewalk. More specifically, the request is to utilize approximately 398 sq. ft. of Town-owned sidewalk for their patio areas. The proposal is for the patios to extend 8 ft. 11 in. into the sidewalk right-of-way, with rail installed for clear patio delineation. In the Encroachment Permit Application that was submitted, which is appended to this memo as Exhibit 2, there is a visual of the encroachment and the patio dimensions are **1) 8 ft. 11 in. x 20 ft. = 177 sq. ft.**, and **2) 8 ft. 11 in. x 25 ft. = 221 sq. ft.**

The use of an Encroachment Permit is generally envisioned to be short-term use. Staff is interpreting the request as exclusive use of this portion of the Town right-of-way for their restaurant patio. Section 14-3-1 of the Ridgway Municipal Code states, "It shall be unlawful for any person to use public property or rights of way including, but not limited to that portion of any street right of way outside of the roadway, for private purposes except as permitted by ordinance, franchise, public right, lease, Council permits, or otherwise in accordance with law." In short, the Town Council may grant use of Town property.

STAFF ANALYSIS:

The request proposes the relocation of existing trees and tree grates. It's worth noting that those installations were paid for with public funds in the recent past and placed at calculated intervals to create an attractive, standardized, and safe environment for motorists and pedestrians. The Town has made a concerted effort to create a standard streetscape in the downtown core and staff believes that making changes to meet individual property owners is not in line with that vision.

Staff places a big emphasis on maintaining an "Amenity Zone" of 4 ft. or greater. The Amenity Zone is the distance between the back of curb and the pedestrian path (see Exhibit 3 for a sidewalk zone diagram). The Amenity Zone is instrumental in ensuring safe and convenient access and circulation in the Town's downtown area. Staff also recognizes the importance of maintaining a "Pedestrian Path" of 6 ft. or greater. The Pedestrian Path is the area directly between the Amenity Zone and the proposed patio area. The minimum width to ensure a safe travel way for pedestrians using the sidewalk is 6 ft. according to the model depicted in the diagram.

The current proposal does not meet the minimum standards described above. The sidewalk is just shy of 16 ft. wide. If approved as presented, the remaining sidewalk width for both the Amenity Zone and Pedestrian Path would be approximately 7 ft. Staff recommends the width of the patio be decreased to accommodate for everything described above.

ATTACHMENTS:

- Exhibit 1 – Revocable Encroachment Permit
- Exhibit 2 – Encroachment Permit Application
- Exhibit 3 – Sidewalk Zone Diagram



EXHIBIT 1

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

REVOCABLE ENCROACHMENT PERMIT
Parks, Facilities and Rights-of-Way

<input checked="" type="checkbox"/> Right of Way
<input type="checkbox"/> Park
<input type="checkbox"/> Facilities

The Town of Ridgway, Colorado hereby grants to Firehouse Real Estate Investment, LLC (“Permittee”), a permit to utilize the following public property:

A portion of the sidewalk right-of-way along Lena Street abutting 185 N. Lena Street, as shown on Exhibit A and totaling 398 sq. ft.

subject to the conditions set forth herein, as follows:

1. Permittee agrees to indemnify and hold harmless the Town of Ridgway, 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 Permit, including the sale and consumption of alcoholic beverages, 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 Permittee, or any employee of the Permittee, or which arise out of any worker's compensation claim of any employee of the Permittee. The Permittee 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 Permittee, or at the option of the Town, agrees to pay the Town or reimburse the Town for the defense costs incurred by the Town in connection with, any such liability, claims, or demands. The Permittee 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.
2. Permittee hereby agrees to waive any claim against the Town, its officers or employees for damage to their persons or property arising out of this Permit, the exercise of rights granted under this Permit, or the use of the public property granted herein by the Town.
3. Permittee shall maintain and use the public property at all times in conformity with Town ordinances, regulations and other applicable law, keep it in a safe and clean condition and allow no nuisance to be created by virtue of the Permit, and not allow any traffic or safety hazard to exist. Permittee shall not construct any buildings or improvements upon the public property except as authorized by this permit.
4. To the extent the encroachments are reduced, removed or discontinued, the extent of this permit shall be deemed reduced. Permittee shall not restore a reduced encroachment or expand the existing encroachment(s) in any way.



EXHIBIT 1

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

5. The following conditions shall also apply:

Permittee is permitted to use Town property as shown on Exhibit A for the depicted patio areas.

Any changes in the plan, from what is attached hereto, shall be submitted to the Town for review and approval prior to commencement of the plan. No further encroachment or expansion of the encroachment into the right of way is permitted without prior approval of the Town.

6. The Permittee will be using Town power: Yes No

Location of designated power source: N/A

7. Insurance required: Yes No

8. Type and amount of coverage, if required: General liability: \$1,000,000 each occurrence; with the Town, its officers and employees as Additional Insured; General Aggregate: \$2,000,000 per insured club or insured individual; Damage to Premises \$100,000; Workers Compensation: \$150,000 for any one person, \$600,000 for any one accident, and public property damage insurance with a minimum limit of \$100,000 for any one accident (see RMC 14-5-8), or "to cover obligations imposed by applicable laws for any employee engaged in the performance of work for Permittee".

9. The Permittee shall be responsible to reimburse the Town for all out-of-pocket costs incurred by the Town in the issuance, administration and enforcement of this permit, including reasonable attorney's fees. Permittee shall reimburse the Town for any damage caused to Town property as a result of this permit and Permittee's activities hereunder. If such amounts are not paid when billed by the Town, the Town may collect such amounts as an assessment against Permittee's abutting property or other property to wit:

185 N. Lena Street

and certify it to the County Treasurer to be collected similarly as taxes, or collect it in any other lawful manner.

10. This permit may be revoked all or in part by the Ridgway Town Council following reasonable notice and hearing if it finds the Permittee is in material violation of the terms hereof, and the encroachments shall thereafter be removed at Permittee's expense.

The undersigned hereby accepts this Permit and all conditions above, this ____ day of November, 2021.

11. Total Fees are as follows:

EXHIBIT 1



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

Permit Fee: \$75

Electricity Use Fee: N/A

Outdoor Concert Cash Bond: N/A

Outdoor Concert License Fee: N/A

Law Enforcement Fee: N/A

Film/ Production Fee: N/A

Total Fees Due: \$75

TOWN OF RIDGWAY

PERMITTEE

By _____
John Clark, Mayor

By _____
Firehouse Real Estate Investment, LLC

EXHIBIT 1



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

EXHIBIT A

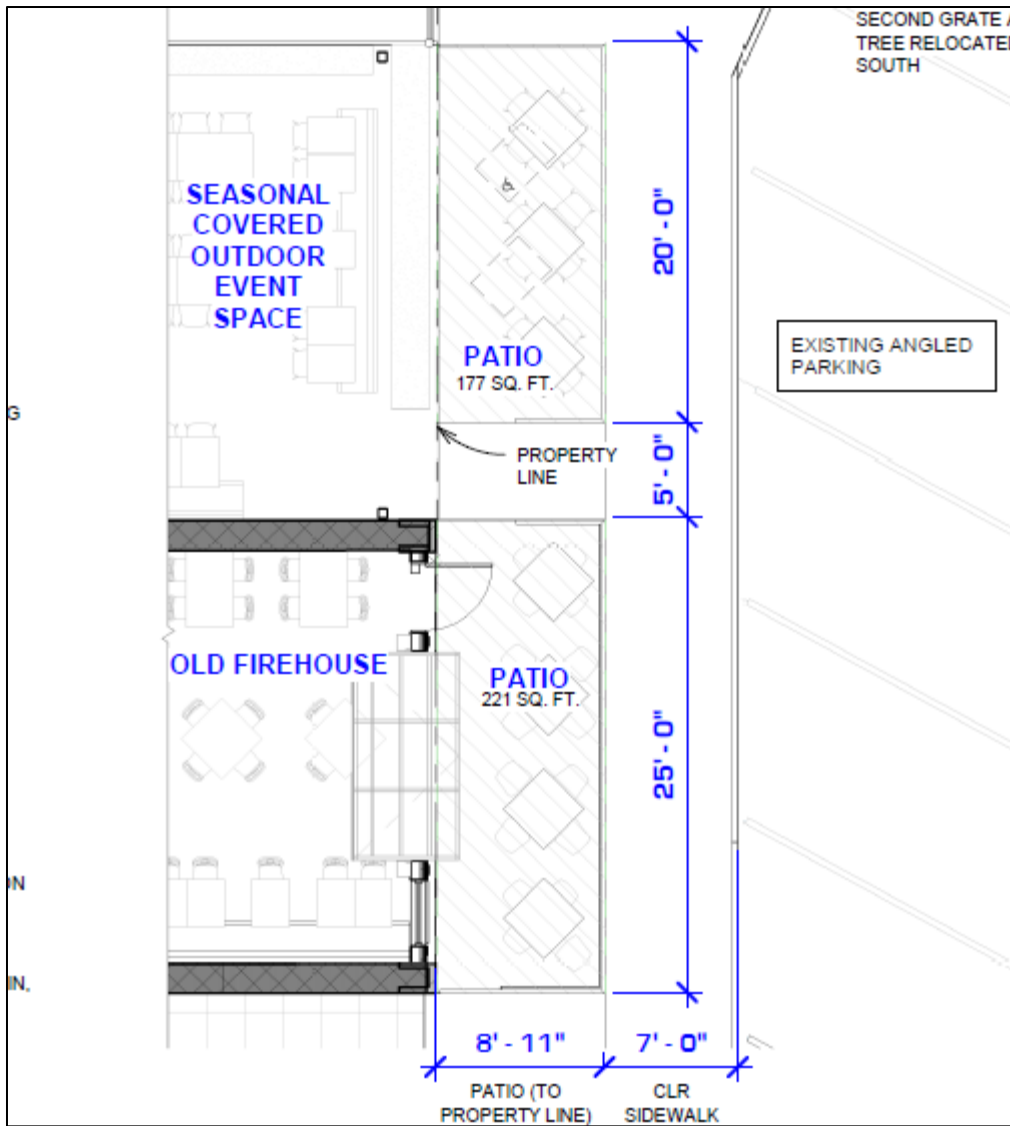




EXHIBIT 2

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

Official Use Only

Permit No.: _____
Date Received: _____
Initials: _____

Encroachment and Excavation Application

Applicant Information

Name: Bray Architecture - Jim Bray, Application Date: 10/26/21, Phone: Jim Bray, Email: jim@brayarchitecture.net

Project Information

Street Address: 185 N. Lena Street, Subdivision: Town of Ridgway, Contractor: FCI Constructors, Inc., Estimated Start Date: March 01, 2022, Estimated Completion Date: May 2023

Type of Encroachment (check all that apply)

- Parallel (along alley or street), Utility Installation (residential/commercial), Driveway cut/curb cut, Water, Power, Phone, Landscaping, Sewer, Installation of Communications Utilities, Natural Gas, Other: Restaurant patio in sidewalk Right of Way

Town Infrastructure Affected by Work (check all that apply)

- Street, Alley, Sidewalk, Landscape Area, Other

Description of encroachment, including estimated square footage of encroachments into Town property:

A new restaurant with patio seating is proposed as part of the construction of a 3 story, mixed-use commercial, multi-family project on North Lena Street at the Old Firehouse Building. The proposed restaurant patio to extend 8'-11" into sidewalk right-of-way, with minimal construction for rail installation. The total proposed patio area beyond the property line is 398 square feet. *Construction and utility right-of-way permit applications to be submitted separately at a later date.

Is traffic control or erosion protection required? Yes No

If yes, please explain:

EXHIBIT 2



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

Required Attachments for the Application

- Map of encroachment area showing the proposed location of the encroachment or excavation; and location of work, depth of utilities & tie-ins
- Workman’s Compensation <for contractors that are not sole proprietors> (refer to RMC §14.5.8)
- Liability Insurance (refer to RMC §14.5.8)
- Plan showing protection of subject and adjacent property, if applicable
- Engineered drawings (CAD format), if applicable

Costs if Applicable (to be calculated by Town staff and paid at the time of permit issuance)

- Permit Fee (Non-refundable \$100.00-minor or \$250.00-major)
- Administration Costs Deposit (Resolutions 07-07 and 12-08 & RMC 7-3-20)
- Administrative Costs, if incurred
- Performance Security – cash or irrevocable LOC (\$2 per sq. ft. non-road; \$5 per sq. ft. gravel; \$10 per sq. ft for asphalt/hard surface)
- Rental fee (Resolution 19-06)

10/27/21

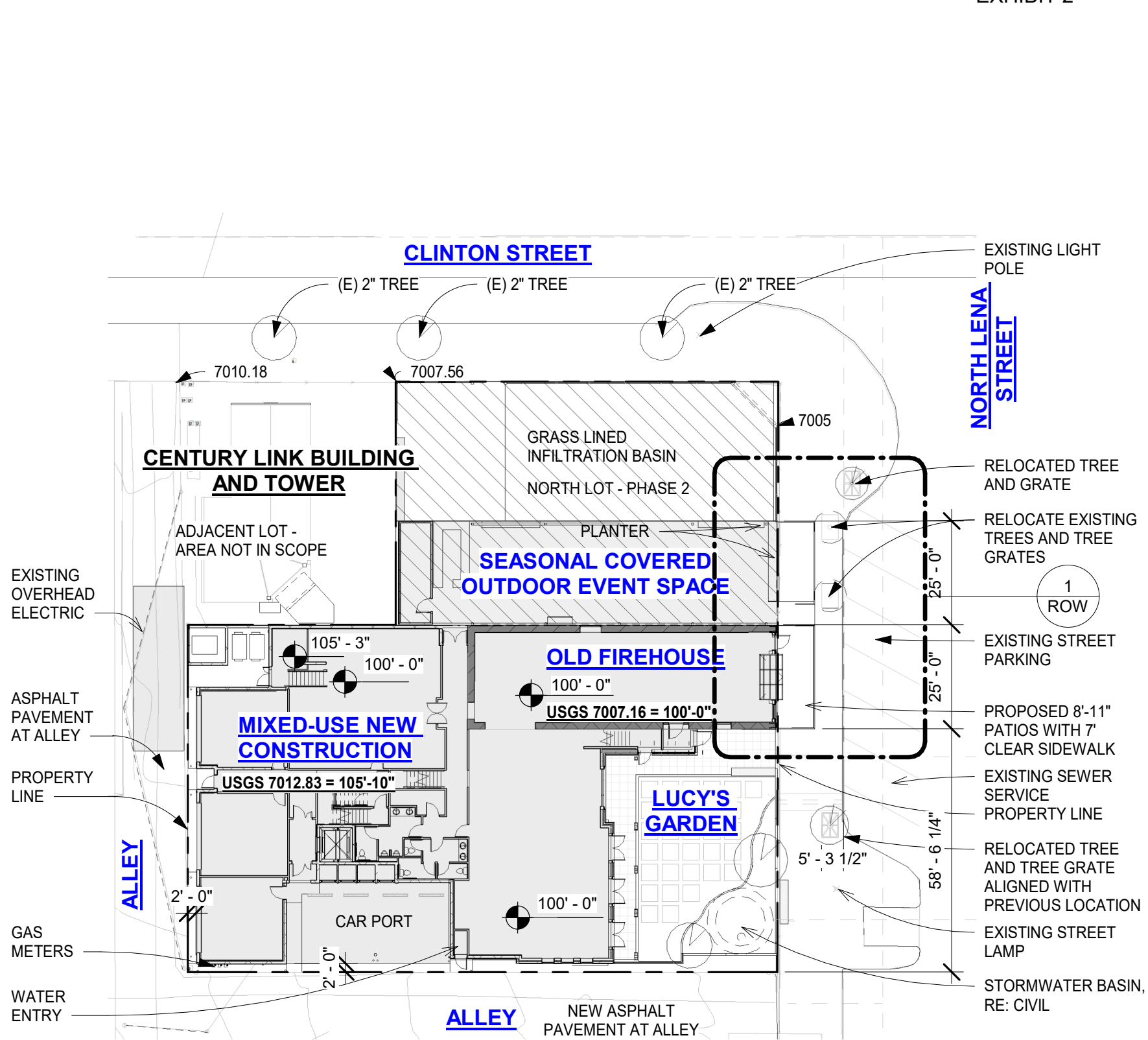
Applicant Signature*

Date

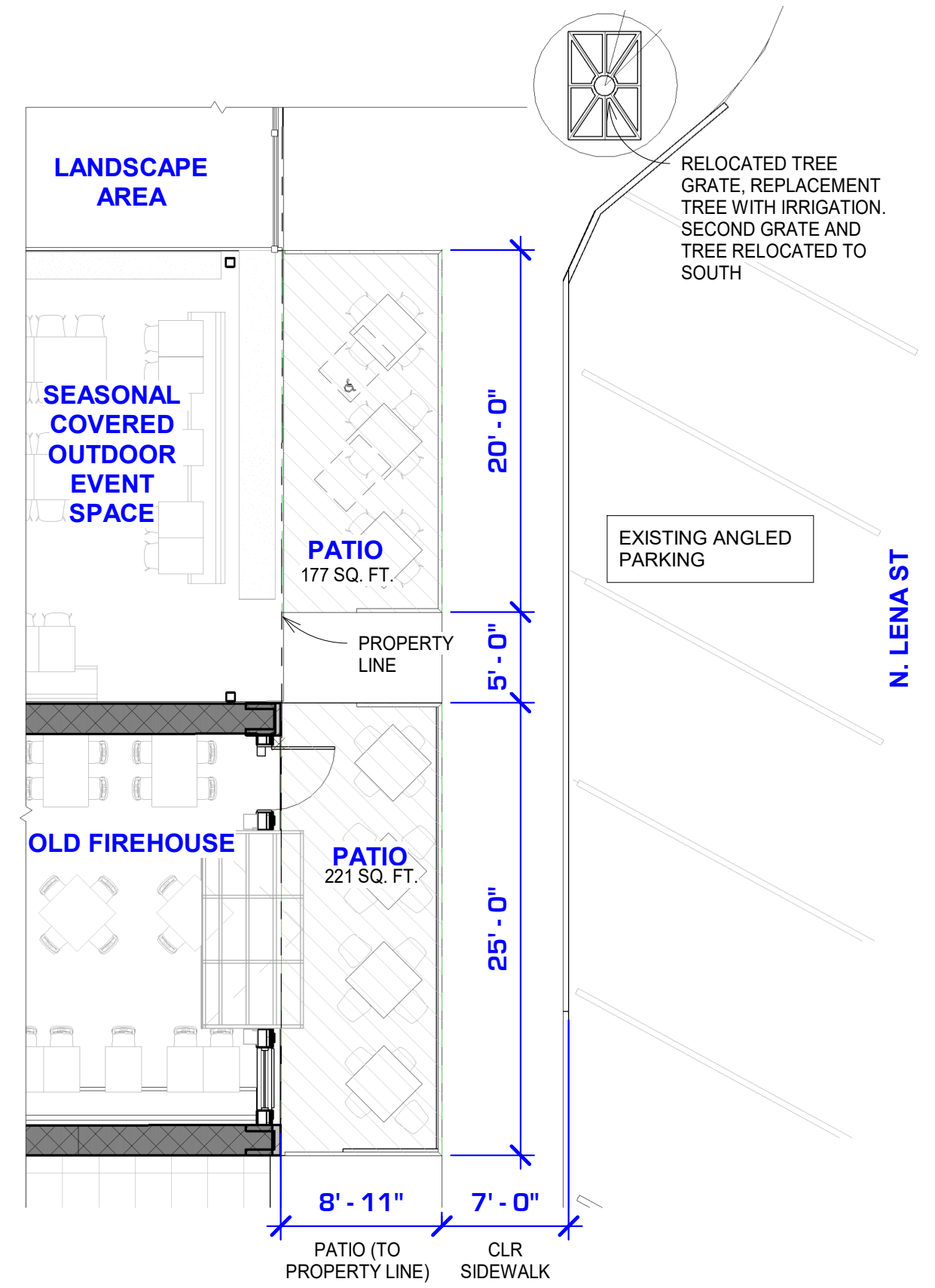
Contractor Signature*

Date

**Note that the Applicant and Contractor will also need to sign the permit when issued*



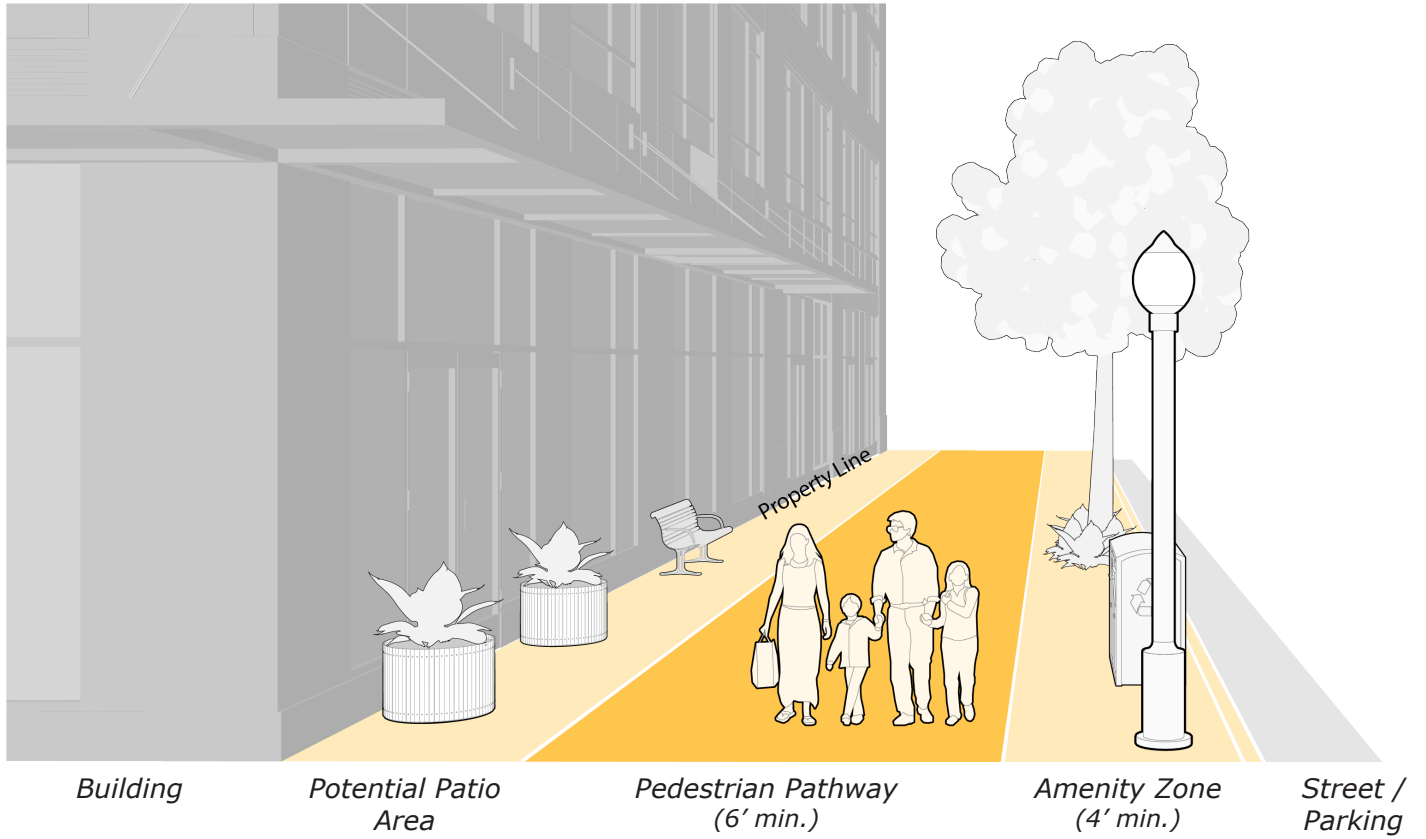
2 SITE PLAN SIDEWALK STUDY
1" = 30'-0"



1 ENLARGED PATIO PLAN
1/8" = 1'-0"

Sidewalk Zone Diagram

Town of Ridgway
September 15, 2021



AGENDA ITEM #10

GENERAL FUND						
	DRAFT 10-25-21	2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	1,572,455	1,689,320		2,155,019	2,432,283
ACCOUNT #	REVENUES					
	TAXES					
400GOO	Property Tax	301,718	303,102	291,988	303,102	304,000
4001GOO	Property Tax - Bond Repayment	22,358	21,610	20,442	21,610	21,600
401GOO	Penalties & Interest - Property Tax	1,367	500	365	700	500
402GOO	Delinquent Property Tax		100	109	150	100
403GOO	Sales Tax	1,325,533	1,003,500	872,839	1,558,000	1,325,000
404GOO	Sales Tax - Food for Home Consumption	104,281	85,000	59,760	115,782	110,000
405GOO	Sales Tax - Capital Improvement Fund	232,339	172,741	154,406	275,353	227,655
4051GOO	Sales Tax - Cap Impr-Food Home Consump	20,861	17,004	11,955	23,162	22,000
406GOO	Penalties & Interest - Sales&Lodging Tax	6,578	8,000	8,157	13,500	10,000
407GOO	Lodging Tax	95,123	60,000	57,115	130,255	95,000
408GOO	Specific Ownership Tax	38,742	25,000	25,065	37,500	35,000
409GOO	Utility Franchise Tax	42,082	45,000	40,053	54,554	55,000
410GOO	Excise Development Tax	3,000	3,000	24,000	24,000	49,500
	TOTAL	2,193,982	1,744,557	1,566,254	2,557,668	2,255,355
	INTERGOVERNMENTAL					
411GOO	Highway Users	51,712	52,000	29,466	51,438	58,340
412GOO	Motor Vehicle Fees	7,309	6,000	4,536	6,711	6,000
413GOO	Cigarette Tax	2,688	2,500	1,566	2,827	2,500
414GOO	Conservation Trust Fund (Lottery)	10,792	12,000	6,873	12,000	13,500
415GOO	Grants - general	186,202	56,940	82,556	221,283	184,040
416GOO	Road & Bridge Apportionment	26,382	26,277	26,277	26,277	30,216
417GOO	Mineral Lease & Severance Taxes	27,621	25,000	0	1,749	20,000
	TOTAL	312,706	180,717	151,274	322,285	314,596
	LICENSES, PERMITS & FEES					
420GOO	Building Permits	72,806	55,000	92,301	95,000	70,000
421GOO	Liquor Licenses	3,974	2,200	4,275	4,600	2,300
422GOO	Sales Tax Licenses	18,930	19,000	4,270	23,250	24,000
430GOO	Marijuana Facility Licenses	15,500	12,000	5,500	16,500	12,000
423GOO	Planning/Zoning Applications	8,810	5,000	4,225	6,500	5,000
424GOO	Excavation/Encroachment Permits	3,090	2,000	5,267	5,500	6,000
425GOO	Refuse Collection Fees	164,456	162,000	99,372	168,500	162,000
427GOO	USPS Rental Fees	7,922	8,642	6,482	8,642	8,642
428GOO	Parks, Facility & Rights of Way User Fees	600	2,500	890	1,140	2,000
429GOO	Permits - other (signs, etc)	465	500	280	500	500
431GOO	Short Term Rental Licenses	6,400	3,700	4,950	8,800	10,000
	TOTAL	302,953	272,542	227,812	338,932	302,442
	FINES & FORFEITURES					
435GOO	Court Fines	7,178	8,000	2,935	4,135	7,500
	TOTAL	7,178	8,000	2,935	4,135	7,500
	REIMBURSABLE FEES					
440GOO	Consulting Services Reimbursement	31,255	85,000	48,445	73,715	110,000
441GOO	Labor & Documents Reimbursement	485	200	271	300	3,000
442GOO	Bonds & Permits Reimbursement	38,274	28,000	6,723	7,500	9,800
443GOO	Mosquito Control Reimbursement	8,000	8,000	0	8,000	8,000
444GOO	Administrative Reimbursement	4,118	3,000	4,894	7,500	6,500
	TOTAL	82,132	124,200	60,333	97,015	137,300
	MISCELLANEOUS					
450GOO	Donations	2,000	2,000	0	0	25,000
451GOO	Sales - other (copies, equip sales, misc)	4,130	250	6,414	6,464	250
452GOO	Credits & Refunds - general	19,834	7,500	11,051	11,051	8,500
453GOO	Other - general (T/Clerk & Marshal fees)	457	2,500	3,162	3,352	2,500
454GOO	Special Events (festivals,concerts,movies)	4,915	38,000	17,517	25,217	25,000
459GOO	Donations - RCD & MainStreet	317	1,000	2,200	2,500	2,000
455GOO	Interest Income	4,546	696	446	545	500
456GOO	Investment Income/Desig Reserves	1,375	569	78	115	150
457GOO	Investment Income/Cap Project Reserves	234	123	0	0	0
	TOTAL	37,808	52,638	40,868	49,244	63,900
	TOTAL GENERAL FUND REVENUES	2,936,759	2,382,654	2,049,475	3,369,279	3,081,093
	TOTAL AVAILABLE RESOURCES	4,509,214	4,071,974	2,049,475	5,524,298	5,513,376

GENERAL FUND						
	DRAFT 10-25-21	2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	ADMINISTRATIVE SERVICES					
	PERSONNEL					
500GOO	Administrative Wages	439,070	482,758	277,538	418,075	545,726
505GOO	Housing Stipend	5,500	6,000	4,000	6,000	6,000
509GOO	Council Compensation	22,250	22,800	11,400	22,800	22,800
510GOO	Planning Commission Compensation	17,200	17,400	8,700	17,400	17,400
501GOO	Employer Tax Expense	36,065	40,465	22,368	35,517	45,282
502GOO	Health Insurance	78,553	79,068	47,954	65,662	106,176
503GOO	Retirement Fund	12,120	18,570	8,504	13,211	21,829
504GOO	Workers Compensation Insurance	2,652	2,300	0	913	3,000
	PROFESSIONAL SERVICES					
511GOO	Town Attorney	34,090	55,000	36,213	53,000	55,000
512GOO	Auditing Services	6,150	6,150	0	6,250	6,250
514GOO	Consulting Services	3,786	2,500	2,782	4,780	5,000
556GOO	IT Services	9,551	4,200	5,067	6,750	7,366
513GOO	Planning Consulting	10,283	30,000	46,585	74,125	36,000
515GOO	County Treasurer Services	6,062	7,550	5,849	7,550	7,550
519GOO	Contractual Services	10,402	80,000	57,872	88,957	85,500
538GOO	Muni-Revs Services	12,285	12,285	7,192	12,311	12,285
516GOO	Refuse Collection Franchise	164,794	162,000	113,495	170,300	167,000
	ADMINISTRATIVE EXPENSE					
520GOO	Insurance (Property & Casualty)	9,486	8,000	8,228	9,308	9,850
521GOO	Conferences, Workshops & Training	1,003	5,000	0	0	4,000
522GOO	Dues & Memberships	3,390	4,000	2,801	2,801	4,000
523GOO	Council/PComm - Conferences & Training	532	2,500	50	50	2,500
524GOO	Reimbursable Bonds & Permits	25,979	40,000	14,260	37,840	40,000
525GOO	Unemployment Tax (all)	2,538	3,450	2,406	3,156	3,500
526GOO	Life Insurance (all)	556	600	339	441	600
527GOO	Personnel - Recruitment/Testing	1,371	1,500	5,753	5,753	4,000
536GOO	Wellness Program	9,891	15,166	5,480	15,000	15,700
528GOO	Other - admin.	42,580	1,000	20,574	24,574	1,000
	OFFICE EXPENSE					
540GOO	Printing & Publishing	468	1,500	369	650	1,250
541GOO	Office Supplies	3,517	5,000	1,632	4,500	5,000
542GOO	Utilities	1,406	1,800	958	1,500	1,800
543GOO	Telephone	1,731	2,500	1,381	1,878	2,000
544GOO	Elections	548	2,500	37	1,250	2,500
530GOO	Computer	1,494	1,650	1,202	1,886	1,680
545GOO	Janitorial Services	1,183	3,750	2,272	3,400	3,750
546GOO	Council/Commission - Materials/Equipment	504	1,000	381	505	1,000
547GOO	Records Management	209	500	181	850	500
548GOO	Office Equipment - Leases	2,603	3,000	2,168	3,385	3,200
549GOO	Office Equipment - Maintenance/Repairs	0	500	0	0	500
550GOO	Filing Fees/Recording Costs	240	800	122	250	750
551GOO	Postage - general	888	1,000	792	1,200	1,400
552GOO	GIS Mapping - admin	975	2,000	1,114	1,145	2,000
553GOO	Meetings & Community Events	1,397	10,000	968	5,275	10,000
537GOO	Bank & Misc. Fees & Charges	1,876	2,500	1,287	2,500	2,500
	COMMUNITY & ECONOMIC DEVELOPMENT					
529GOO	Tourism Promotion	61,040	50,000	32,757	91,179	66,500
531GOO	Community Outreach	1,813	250	80	1,200	1,000
532GOO	Creative/Main Street Program	4,046	14,150	1,581	11,500	15,000
533GOO	Economic Developmnt	10,866	4,000	1,473	2,000	4,000
535GOO	Affordable Housing	14,960	25,000	0	0	35,000
781POO	Events and Festivals	16,723	68,000	66,902	66,902	80,000
557GOO	Grants - pass thru to other agencies				125,000	125,000
558GOO	Broadband Program	18,706	55,000	61,998	61,998	10,000

GENERAL FUND						
	DRAFT 10-25-21	2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
	VEHICLE EXPENSE					
560GOO	Gas & Oil	78	300	272	300	300
561GOO	Vehicle Maintenance & Repair	563	500	0	395	500
	CAPITAL OUTLAY					
571GOO	Office Equipment Purchase	7,833	4,000	1,045	2,620	8,200
	DEBT SERVICE					
591GOO	RAMP Bond	116,455	118,828	14,214	118,828	120,647
	COUNCIL INITIATIVES					
5010GO1	Uncompahgre Volunteer Legal Aid	3,000	3,000	0	3,000	3,000
5015GO1	Partners Program	1,000	1,000	0	1,000	1,000
5020GO1	Colorado West Land Trust	0	3,000	3,000	3,000	
5025GO1	Voyager Program	7,000	7,000	0	7,000	7,000
5030GO1	Juvenile Diversion	8,000	8,000	8,000	8,000	8,000
5040GO1	Other Contributions	367	9,500	1,500	1,500	5,000
5050GO1	KVNF Radio	1,000	1,000	0	1,000	1,000
5055GO1	Center for Mental Health	500	1,000	0	1,000	1,000
5060GO1	Second Chance Humane Society	6,500	6,500	0	6,500	10,566
5085GO1	Eco Action Partners	5,000	6,200	5,000	5,000	5,000
5075601	Region 10		1,328	1,328	1,328	1,328
5095GO1	Student Scholarship	1,000	1,000	1,000	1,000	1,000
5100GO1	Public Art Ridgway Colorado	3,000	3,000	3,000	3,000	3,000
5105GO1	CO Mountain Bike Assoc - Ridgway Chapter	1,000				
5110GO1	Uncompahgre Watershed Partnership	3,000	3,000	3,000	3,000	3,000
5115GO1	George Gardner Scholarship Fund	1,000	1,000	1,000	1,000	1,000
5120GO1	Ouray County Soccer Association	0	3,000	3,000	3,000	
5135GO1	Sherbino Theater	3,750	5,000	0	5,000	2,500
5136GO1	Ouray County Food Pantry	0	1,000	1,000	1,000	
5137GO1	Weehawken Creative Arts	3,750	3,000	0	3,000	4,000
5138GO1	Friends of Colorado Avalanche Info Center	1,000	2,500	2,500	2,500	2,500
	SUBTOTAL COUNCIL INITIATIVES	49,867	70,028	33,328	60,828	59,894
	ADMINISTRATIVE EXPEND. SUBTOTAL	1,290,128	1,560,318	943,926	1,675,448	1,801,185

GENERAL FUND						
	DRAFT 10-25-21	2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	STREETS & MAINTENANCE					
	PERSONNEL					
600GO2	Streets Wages	96,489	92,917	61,237	85,733	118,830
601GO2	Employer Tax Expense	7,365	7,108	4,694	6,559	9,091
602GO2	Health Insurance	23,741	22,869	14,118	21,910	26,544
603GO2	Retirement Fund	3,851	3,717	2,454	3,286	4,753
604GO2	Workers Compensation Insurance	3,213	3,950	0	1,794	4,200
	ADMINISTRATIVE EXPENSE					
613GO2	Office - miscellaneous	270	750	193	350	750
621GO2	Workshops & Training	0	1,000	0	0	500
628GO2	Other - streets	54,525	500	13	13	500
614GO2	Consulting & Contractual Services	42,339	165,000	7,495	46,350	105,600
615GO2	IT Services	2,024	2,300	1,636	2,300	7,366
	OPERATING EXPENSE					
631GO2	Maintenance & Repairs	171	5,000	113	113	3,000
632GO2	Supplies & Materials	1,228	3,000	1,015	1,500	3,000
635GO2	Gravel & Sand	2,915	30,000	5,285	15,000	15,000
636GO2	Dust Prevention (mag chloride)	30,000	40,000	30,800	30,800	35,000
637GO2	Paving & Maintenance	8,012	30,000	147	10,147	40,000
667GO2	Street Sweeping	4,690	10,000	1,275	1,275	
633GO2	Tools	341	500	171	400	500
638GO2	Street Lighting	10,108	8,000	6,081	8,000	8,000
639GO2	Street Signs	504	2,500	397	2,500	2,500
634GO2	Safety Equipment	690	400	302	675	800
682GO2	Tree Trimming - Rights-of-Ways	500	6,000	0	6,000	6,000
666GO2	Landscaping - Rights-of-Ways	15,390	22,000	11,020	15,000	23,000
663GO2	Storm Drainage	1,215	50,000	0	10,000	10,000
662GO2	Snow Removal Equipment & Services	10,091	12,000	9,493	10,043	12,000
	SHOP EXPENSE					
642GO2	Utilities	2,803	3,000	1,838	2,615	3,000
643GO2	Telephone	1,231	1,500	926	1,272	1,500
630GO2	Computer	1,352	1,450	750	1,200	1,200
	VEHICLE EXPENSE					
660GO2	Gas, Oil & Diesel	4,851	5,500	3,319	4,685	5,500
661GO2	Vehicle & Equip Maintenance & Repair	3,844	8,000	3,619	8,200	8,000
	DEBT SERVICE					
	CAPITAL OUTLAY					
670GO2	Vehicle Purchase	57,169	115,000	115,016	115,016	
671GO2	Office Equipment Purchase					
672GO2	Equipment Purchase					10,000
	STREETS & MAINT. EXP. SUBTOTAL	390,922	653,961	283,406	412,736	466,134

GENERAL FUND						
	DRAFT 10-25-21	2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	PARKS, FACILITIES & ENVIRONMENT					
	PERSONNEL					
700POO	Parks Maintenance Wages	34,303	55,868	36,330	49,548	38,553
706POO	Parks Maintenance - Seasonal Wages	26,899	73,440	39,377	50,022	73,440
701POO	Employer Tax Expense	4,537	9,892	5,792	7,617	8,567
702POO	Health Insurance	9,421	16,335	10,250	15,419	13,272
703POO	Retirement Fund	1,296	2,235	1,453	1,839	1,542
704POO	Workers Compensation Insurance	2,305	3,500	2,303	2,138	3,500
	ADMINISTRATIVE EXPENSE					
719POO	Contractual Services	4,004	37,000	0	49,933	4,000
720POO	Insurance (Property & Casualty)	7,793	7,500	0	7,000	9,802
721POO	Workshops & Training	0	750	0	0	500
728POO	Other - parks	509	250	13	13	250
	FACILITIES					
732PO1	Supplies - c.center/town hall	5,327	3,000	2,829	3,500	3,000
742PO1	Utilities - c.center/town hall	1,481	1,500	958	1,455	1,500
779PO1	Janitorial Services - c.center/town hall	1,183	3,750	2,272	3,420	3,500
731PO1	Maintenance & Repairs - c.center/town hall	11,995	25,000	1,752	2,000	45,000
778PO1	Space to Create Community Room					61,500
782PO1	Visitor Center				2,178	7,215
783PO1	Broadband Carrier Neutral Station				1,010	1,592
	OPERATING EXPENSE					
731POO	Maintenance & Repair	1,054	11,000	1,708	3,500	15,000
732POO	Supplies & Materials	21,313	24,000	20,420	23,700	24,000
733POO	Tools	0	2,000	0	0	1,000
734POO	Safety Equipment	829	400	481	481	1,000
741POO	Telephone	230	250	366	488	500
742POO	Utilities	6,310	7,000	4,910	7,760	7,500
729POO	IT Services	1,684	2,200	1,636	2,320	7,366
730POO	Computer	1,077	1,100	500	692	900
779POO	Janitorial Service - parks	5,474	12,000	6,815	10,150	12,000
765POO	River Corridor Maintenance&Gravel Removal	0	5,000	0	0	5,000
767POO	Urban Forest Management	20,000	20,000	20,000	20,000	20,000
768POO	Mosquito Control	11,768	12,000	10,032	11,882	12,000
769POO	Weed Control	0	500	0	0	1,000
	VEHICLE EXPENSE					
760POO	Gas & Oil	2,510	2,500	3,138	4,000	4,000
761POO	Vehicle & Equipment Maint & Repair	2,060	3,500	899	899	3,500
	CAPITAL OUTLAY					
772POO	Equipment Purchase	17,011				
775POO	Park Improvements	8,825	25,000	2,458	7,500	50,000
	PARKS & FACILITIES EXPEND. SUBTOTAL	211,198	368,470	176,689	290,464	441,499

GENERAL FUND						
	DRAFT 10-25-21	2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
ACCOUNT #	EXPENDITURES					
	LAW ENFORCEMENT					
	PERSONNEL					
800GO3	Law Enforcement Wages	169,529	176,828	122,489	176,929	288,579
809GO3	Law Enforcement - Coverage	61,275	86,500	50,118	72,510	38,560
807GO3	Municipal Judge	1,656	1,656	1,104	1,656	1,656
808GO3	Municipal Court Clerk	4,140	4,140	2,760	4,140	4,140
805GO3	Housing Stipend	18,000	18,000	12,000	18,000	
801GO3	Employer Tax Expense	18,014	20,588	13,500	20,857	25,470
802GO3	Health Insurance	32,686	39,204	24,682	38,952	53,088
803GO3	Retirement Fund	6,736	7,073	4,958	7,613	10,841
804GO3	Workers Compensation Insurance	6,472	7,500	5,755	5,590	7,500
	OFFICE EXPENSE					
819GO3	Contractual Services	5,856	5,000	5,740	8,250	8,700
820GO3	IT Services	1,483	4,000	2,816	3,700	7,366
822GO3	Dues & Memberships	240	500	368	368	500
841GO3	Office Supplies	380	1,000	343	600	1,000
842GO3	Utilities	1,406	1,600	958	1,500	1,600
843GO3	Telephone	4,305	4,500	3,196	4,318	4,750
830GO3	Computer	3,351	2,950	2,060	2,792	3,000
849GO3	Office Equip - Maintenance/Repairs	0	100	0	0	100
	OPERATING EXPENSE					
832GO3	Equipment & Supplies	8,443	16,500	11,870	12,000	29,250
821GO3	Conferences, Workshops & Training	551	6,000	3,756	3,800	4,000
883GO3	Uniforms	1,474	3,000	1,514	1,800	2,500
884GO3	Traffic & Investigations	332	2,000	2,256	2,256	2,500
886GO3	Testing & Examinations	0	400	0	0	1,000
828GO3	Other - law enforcement	1,671	1,000	203	203	1,000
885GO3	Dispatch Services	40,014	41,600	31,201	41,600	56,798
834GO3	Multi-Jurisdictional Program Participation	6,000	6,000	6,000	6,000	6,000
835GO3	Community Outreach Programs	132	1,000	308	308	500
	VEHICLE EXPENSE					
860GO3	Gas & Oil	7,911	7,500	7,912	12,600	15,000
862GO3	Radio/Radar Repair	8,936	1,500	618	618	2,000
861GO3	Vehicle Maintenance & Repair	2,461	3,500	1,226	2,426	4,200
	CAPITAL OUTLAY					
870GO3	Vehicle Purchase	42,960				12,000
871GO3	Office Equipment Purchase		2,500	0	0	1,575
	LAW ENFORCEMENT EXP. SUBTOTAL	456,414	473,639	319,710	451,386	595,173

GENERAL FUND						
	DRAFT 10-25-21	2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
	TOTAL GENERAL FUND EXPENDITURES	2,348,662	3,056,388	1,723,732	2,830,034	3,303,991
	TRANSFER CAPITAL PROJECT - Heritage Park Improvements	491	45,000	45,000	56,616	20,000
	TRANSFER CAPITAL PROJECT - Pavilion Construction	5,042			5,365	
	TRANSFER CAPITAL PROJECT - Lena Street Paving Reserves		200,000	200,000	200,000	210,000
	TOTAL TRANS. TO CAPITAL PROJECTS	5,533	245,000	245,000	261,981	230,000
	Tabor Emergency Reserves (3% of expenditures)					
	ENDING GENERAL FUND BALANCE	2,155,019	770,586		2,432,283	1,979,385
	Restricted for Capital Improvement Fund		0			0
	(per GASBY 54)					

WATER ENTERPRISE FUND						
		2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	723,390	899,523		925,473	1,480,865
ACCOUNT#						
460WOO	Water Service Charges	727,037	750,000	405,294	725,000	740,000
461WOO	Penalty Fees on Water Charges	3,205	3,000	2,103	3,330	3,000
462WOO	Transfer fees - water	840	550	900	1,680	500
464WOO	Material/Labor Reimbursement - water	10,685	25,000	21,870	21,870	45,524
463WOO	Tap Fees - water	61,475	70,000	163,633	163,633	301,200
465WOO	Other - water	7	100	213	213	100
466WOO	Grants - water	74,753	145,000	38,355	168,931	230,576
456WOO	Investment Income/Desgn Reserves	4,389	1,932	259	380	350
	TOTAL WATER FUND REVENUES	882,391	995,582	632,626	1,085,037	1,321,250
	TOTAL AVAILABLE RESOURCES	1,605,781	1,895,105	632,626	2,010,510	2,802,115
	EXPENDITURES					
	PERSONNEL					
900WOO	Water Wages	117,364	131,150	72,732	90,911	110,210
901WOO	Employer Tax Expense	8,880	10,033	5,723	6,955	8,431
902WOO	Health Insurance	29,449	35,937	18,160	24,488	26,544
903WOO	Retirement Fund	4,643	5,246	2,992	3,636	4,408
904WOO	Workers Compensation Insurance	3,442	4,200	2,848	3,079	4,200
	ADMINISTRATIVE EXPENSE					
920WOO	Insurance (Property & Casualty)	7,486	8,800	8,358	8,642	10,128
921WOO	Workshops & Training	540	1,500	495	495	1,500
919WOO	Wellness Program	1,660	1,866	1,133	1,866	1,400
914WOO	Consulting & Engineering Services	24,500	70,000	12,734	66,850	118,760
917WOO	IT Services	4,942	2,500	3,322	4,405	7,000
912WOO	Auditing Services	3,075	3,075	0	3,125	3,125
911WOO	Legal Services	500	2,500	0	400	2,500
918WOO	Permits - water	310	390	310	310	390
	OFFICE EXPENSE					
913WOO	Office - misc	299	1,500	247	275	1,500
915WOO	Dues & Memberships	498	300	218	300	300
916WOO	Filing Fees/Recording Costs	26	150	7	20	150
942WOO	Utilities	14,435	16,000	12,981	18,150	18,000
943WOO	Telephone	2,733	2,600	1,577	2,140	2,500
930WOO	Computer	1,665	1,800	1,266	1,508	2,065
941WOO	Office Supplies	1,315	1,500	734	1,155	1,500
947WOO	Records Management	123	150	181	431	200
948WOO	Office Equipment - Leases	340	350	255	430	400
949WOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951WOO	Postage - water	1,805	2,000	1,409	1,850	2,250
952WOO	GIS Mapping - water	1,048	2,000	1,474	1,624	4,500
	OPERATING EXPENSE					
931WOO	Maintenance & Repairs	278,932	300,000	8,930	19,000	507,500
932WOO	Supplies & Materials	22,284	50,000	14,335	35,100	40,000
933WOO	Tools	341	4,000	207	4,000	4,000
988WOO	Taps & Meters	40,928	75,000	61,375	65,500	75,000
989WOO	Plant Expenses - water	19,800	22,000	14,850	19,800	22,000
934WOO	Safety Equipment	649	400	374	480	500
990WOO	Testing - water	6,578	11,000	3,155	5,740	8,000
987WOO	Weed Control	0				1,000
928WOO	Other - water	1,597	250	13	13	250
	VEHICLE EXPENSE					
960WOO	Gas & Oil	2,340	4,500	2,071	4,100	4,500
961WOO	Vehicle & Equipment Maint & Repair	1,921	6,000	1,016	3,500	5,000

WATER ENTERPRISE FUND						
		2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
	<i>CAPITAL OUTLAY</i>					
971WOO	Office Equipment Purchase	3,079	2,500	1,149	1,149	1,575
972WOO	Equipment Purchase	0	65,000	65,005	65,005	
	<i>DEBT SERVICE</i>					
997WOO	Debt Service - CWCB (1)	7,568				
992WOO	Debt Service - DOLA	9,795	9,795	9,795	9,795	
993WOO	Debt Service - CWRPDA	22,500	22,500	11,250	22,500	22,500
998WOO	Debt Service - CWCB (2)	30,918	30,918	0	30,918	30,918
	TOTAL WATER FUND EXPENDITURES	680,308	909,660	342,678	529,645	1,054,954
	Reserved per financing agreement with CWCB					2,843
	ENDING WATER FUND BALANCE	925,473	985,445		1,480,865	1,744,318

SEWER ENTERPRISE FUND						
		2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
	BEGINNING SEWER FUND BALANCE	937,115	866,304		950,906	1,200,750
ACCOUNT#						
	REVENUES					
460SOO	Sewer Service Charges	317,184	317,000	186,750	322,250	322,250
461SOO	Penalty Fees on Sewer Charges	3,205	3,000	2,103	3,330	3,000
462SOO	Transfer Fees - sewer	740	500	840	1,480	500
464SOO	Material/Labor Reimbursement - sewer		48,000	30,863	30,863	30,000
463SOO	Tap Fees - sewer	44,355	45,000	151,967	151,967	258,000
465SOO	Other - sewer	7	100	0	0	100
466SOO	Grants - sewer	38,355	45,000	38,355	38,355	
456SOO	Investment Income - Desgn Reserves	5,494	1,584	236	312	300
	TOTAL SEWER FUND REVENUES	409,340	460,184	411,113	548,557	614,150
	TOTAL AVAILABLE RESOURCES	1,346,455	1,326,488	411,113	1,499,463	1,814,900
	EXPENDITURES					
	PERSONNEL					
900SOO	Sewer Wages	94,195	71,090	42,302	53,505	60,710
901SOO	Employer Tax Expense	7,229	5,438	3,386	4,093	4,644
902SOO	Health Insurance	23,168	16,335	9,113	13,668	13,272
903SOO	Retirement Fund	3,780	2,844	1,770	2,140	2,428
904SOO	Workers Compensation Insurance	2,253	2,950	1,204	1,776	3,200
	ADMINISTRATIVE EXPENSE					
920SOO	Insurance (Property & Casualty)	7,986	8,800	8,358	8,642	10,128
921SOO	Workshops & Training	340	1,500	0	0	1,500
914SOO	Consulting & Engineering Services	6,927	40,000	18,388	33,500	1,400
917SOO	IT Services	4,552	2,500	1,796	2,550	7,000
912SOO	Auditing Services	3,075	3,075	0	3,125	3,125
911SOO	Legal Services	0	1,000	296	296	1,000
919SOO	Wellness Program	1,660	1,868	1,133	1,868	700
	OFFICE EXPENSE					
913SOO	Office - misc	218	1,500	75	165	1,500
915SOO	Dues & Memberships	498	300	218	300	300
916SOO	Filing Fees/Recording Costs	26	100	7	14	100
941SOO	Office Supplies	1,103	1,500	734	1,200	1,500
942SOO	Utilities	45,270	50,000	30,934	47,300	50,000
943SOO	Telephone	1,503	1,600	1,147	1,570	1,600
930SOO	Computer	1,390	1,475	1,016	1,208	1,765
947SOO	Records Management	123	100	181	430	200
948SOO	Office Equipment - Leases	198	500	128	250	400
949SOO	Office Equipment - Maint & Repairs	0	250	0	0	250
951SOO	Postage - sewer	1,353	2,000	976	1,400	2,250
952SOO	GIS Mapping - sewer	975	2,000	1,114	1,144	4,500
	OPERATING EXPENSE					
931SOO	Maintenance & Repairs	147,312	75,000	6,030	22,500	117,500
932SOO	Supplies & Materials	5,386	10,000	2,300	2,675	10,000
933SOO	Tools	341	500	171	375	500
918SOO	Testing & Permits	5,127	5,500	2,732	4,152	15,000
928SOO	Other - sewer	1,347	250	13	13	250
934SOO	Safety Equipment	649	400	374	480	500
987SOO	Weed Control	0				1,000
	VEHICLE EXPENSE					
960SOO	Gas & Oil	5,068	4,000	3,158	4,600	5,000
961SOO	Vehicle & Equipment Maint & Repairs	3,503	6,000	324	2,750	5,000
	CAPITAL OUTLAY					
971SOO	Office Equipment Purchase	3,079		104	104	
972SOO	Equipment Purchase		65,000	65,005	65,005	
978SOO	Bio-Solid Removal	0				
	DEBT SERVICE					
996SOO	Debt Service - DOLA	15,915	15,915	15,915	15,915	15,915
	TOTAL SEWER FUND EXPENDITURES	395,549	401,290	220,400	298,713	344,137

SEWER ENTERPRISE FUND						
		2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
	ENDING SEWER FUND BALANCE	950,906	925,198		1,200,750	1,470,763

RIDGWAY GENERAL IMPROVEMENT DISTRICT # 1						
	2020	2021	AS OF	ESTIMATED	2022	
	ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED	
		BUDGET			BUDGET	
BEGINNING FUND BALANCE	30,982	30,959		30,991	30,696	
REVENUES						
Operation & Maint. (Ballot #5A, 1996)						
Debt Increase (Ballot#5B, 1996)						
Interest	9	20		15	15	
TOTAL GID #1 REVENUES	9	20		15	15	
TOTAL AVAILABLE RESOURCES	30,991	30,979		31,006	30,711	
EXPENDITURES						
OPERATING EXPENSE						
Construction & Paving						
Administration/Engineering/Legal		4,500		310	4,750	
Maintenance						
CAPITAL OUTLAY						
Chipseal/Overlay Streets						
Highway Enhancement Projects # 3&4						
Culvert & Drainage Improvements		20,000			20,000	
TOTAL GID #1 EXPENDITURES	0	24,500		310	24,750	
ENDING FUND BALANCE	30,991	6,479		30,696	5,961	

CAPITAL PROJECTS FUND - RAMP Project Note Account						
		2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
4001GOO	Property Tax		21,610			
	Transfer from restricted Cap Imprv Acct		97,218			
	TOTAL REVENUES		118,828		0	0
	PROJECT EXPENDITURES					
591GOO	Note Principal & Interest Payment Amt		118,828			
	TOTAL EXPENDITURES		118,828		0	0

CAPITAL PROJECTS FUND - Space to Create						
		2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
1700A	Boettcher Foundation Grant					
1700B	Dept of Local Affairs - Planning Grant					
1700C	Dept of Local Affairs - Prop Acq Grant					
1700D	Boettcher Foundation - PreDev Grant					
1700E	Dept of Local Affairs - PreDev Grant	175,000				
1700F	CO CreativeIndust's - PreDev Grant					
1700G	Misc Grants - Pre Development	5,000		75,000		
1700H	Property Taxes Received at Closing					
	Town Funding					
	TOTAL REVENUES	180,000	0	75,000	0	
	PROJECT EXPENDITURES					
CP1700	Property Option					
CP1701	Affordable Housing Study					
CP1702	Arts Market Study					
CP1703	Property Acquisition					
CP1704	Legal, Survey, Closing Fees					
CP1705	Property Taxes 1/1-10/3/2017					
CP1706	Pre-Development Phase	250,000				
CP1707	Groundbreaking Ceremony		5,000			
	TOTAL EXPENDITURES	250,000	5,000	0	0	0

CAPITAL PROJECTS FUND - Athletic Park Pavilion						
		2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
1900A	Private Donations	439,400				
	Town Contribution			5,365	5,365	
	TOTAL REVENUES	439,400	0	5,365	5,365	
PROJECT EXPENDITURES						
CP1900	Design	7,609				
CP1901	Construction	449,613		5,365	5,365	
CP1902	Bank Fees	-91				
CP1903	Town Contributions	5,118				
	TOTAL EXPENDITURES	462,249	0	5,365	5,365	

CAPITAL PROJECTS FUND - Heritage Park Improvements						
		2020	2021	AS OF	ESTIMATED	2022
		ACTUAL	ADOPTED	AUG. 31, 2021	YR. END 2021	ADOPTED
			BUDGET			BUDGET
ACCOUNT#						
	REVENUES					
2000A	Main Street Mini-Grant	9,519	30,000	30,000	30,000	
2000B	AARP Grant	5,000				
200C	CCI Technical Grant					
	Town Contribution		45,000		56,616	20,000
	TOTAL REVENUES	14,519	75,000	30,000	86,616	20,000
	PROJECT EXPENDITURES					
CP2000	Construction	13,999	75,000	86,616	86,616	20,000
	TOTAL EXPENDITURES	13,999	75,000	86,616	86,616	20,000

5 Year Capital Improvement Project
2022-2026 **General Fund**

Project	Estimated Cost	Budget Line Item
Dennis Weaver Memorial Park - Vault Restroom Facility	\$60,000	
Drainage Improvements in alley east of Mountain Market	\$40,000	663G02
Amelia Street Construction Project	3.5 million	
Lena Street - Engineering and Survey	\$50,000	614G02
Lena Street - Construct Otto to Charles(40% Town 60% Lena St Commons) \$210,000 - '22	1.4 million	Reserve Acct
Acquisition of South Railroad Street Right-of-Way		
Master Plan Implementation & Subdivision Updates	\$30,000	513GOO
Expand Middle Mile Fiber Network Through Rest of Town	\$73,000	
Heritage Park - Split Rail Fence	\$10,000	
Heritage Park - Construction Plans	\$20,000	CP2000
Town Hall Assessment & Design for Reconfiguring	\$40,000	731PO1
Furnishings for Space to Create Meeting Room	\$25,000	778PO1
Purchase of an Affordable Housing Unit		
Used Police Vehicle - 2017 Ford Explorer	\$10,000	870GO3
Replace 2 Parks Trucks	\$50,000	772POO
Solar Array at Athletic Park Restrooms	\$10,000	775POO

5 Year Capital Improvement Project
2022-2026 Water Fund

Project	Estimated Cost	Budget Line Item
Water Utility Augmentation (increase reliable water supply)	\$750,000	
Water Conservation Plan / Basin Protection Implementation	\$25,000	
Video Inspection of Transmission Lines	\$57,500	
Extend Water Mains Downtown (as needed)	\$135,000	
GAC Equipment (offset by \$100,000 in grant funds)	\$325,000	931WOO
Second River Crossing of Lines	\$150,000	
Increase Storage East of the Uncompahgre River	\$750,000	
Blower and Compressor Upgrades at Water Treatment Plant	\$40,000	
Fiber Connection to Water Treatment Plant	\$130,000	
Hydrant and Valve Replacement (within saline areas)	\$15,000	
Meter Replacement 5 Year Plan (\$60,000 in 2022)	total project \$200,000	988WOO
Fence Around Water Plant	\$75,000	931WOO
Ventilation at Chlorine Chamber of Water Plant	\$40,000	931WOO

5 Year Capital Improvement Project
2022-2026 Sewer Fund

Project	Estimated Cost	Budget Line Item
Preliminary Needs Assessment for Relocating Treatment Plant	\$28,000	914500
Design and Install Secondary Discharge Pipe	\$10,000	
Emergency Generator	\$80,000	
River Park Lift Station - Rebuild or Replace Motor	\$10,000	
Fine Bubble Diffuser System or Replace Aeration	\$425,000	
Lagoon Improvements (Curtain/Patching)	\$35,000	931500

10 Year Capital Improvement Project
2022-2031 **General Fund**

Project	Estimated Cost	Budget Line Item
Athletic Park - 3rd Soccer Field and Drainage	\$150,000	
Athletic Park - Groundwater Management	\$100,000	
Athletic Park - Tot Lot	\$25,000	
Athletic Park - Sand Volleyball Court	\$20,000	
Heritage Park - Plan Implementation with Visitor's Center Improvements	\$750,000	
Heritage Park - ADA Restroom	\$130,000	
Heritage Park - Update Long Term Implementation Plan	\$10,000	
Green Street Park	\$2,000,000	
Chip Seal or Hard Surface Streets Throughout Town	\$9,500,000	
Stormwater Drainage Improvements		
Improve Drainage at Park-n-Ride Lot at Fairgrounds	\$70,000	
Install Sidewalks Throughout Town	\$1,500,000	
Public Works Facility Expansion	\$400,000	
Public Works Indoor Vehicle Storage	\$95,000	
Public Works Shop Vehicle Exhaust Ventilation	\$40,000	
Town Hall Expansion	\$850,000	
Town Hall and Community Center Improvements (per Assessment Plan)	\$250,000	
Public Works - 1 Ton Truck - Replacement	\$35,000	
Public Works - 1/2 Ton Truck - Replacement	\$30,000	
Hartwell Park - Expand Restroom Facility	\$150,000	
Hartwell Park - Re-roof, Replace Beams at Pavilion and Remove Trees Impacting Structure	\$75,000	
Dog Park		
Uncompahgre RiverWay Trail - Regional Partnership to connect Montrose to Ouray		
Rollans Park - Restoration Project, In-Stream Improvements	\$400,000	
Install Sidewalks - Clinton, Laura to Amelia to School	\$450,000	
Public Parking Lot (North of Library)	\$155,000	
Gateway Signage	\$120,000	
Front End Loader	\$150,000	
Mini Excavator with Rubber Tires	\$65,000	
Pneumatic Compactor Roller	\$80,000	
Scanning and Electronic File Management Plan	\$120,000	

10 Year Capital Improvement Project
2022-2031 **General Fund**

Space to Create Community Room - Solar Array		

10 Year Capital Improvement Project
2022-2031 **Water Fund**

Project	Estimated Cost	Budget Line Item
Third Filter Train for Water Treatment	\$500,000	
Water Storage Tank Painting (2029)	\$300,000	
Water Collection System - Piping Ridgway Ditch / Headgate	\$1,500,000	
Presedimentation Ponds Improvements and Piping	\$250,000	
Increase Capacity by the Lake Outfall (400' of 12" Line)	\$45,000	
Micro Hydro Construction (2030)	\$1,000,000	
Develop Hydraulic Model of Distribution System	\$30,000	
Feasibility Study of Expansion of Water Treatment Plant		
Expansion of Water Treatment Plant	\$1,000,000	

10 Year Capital Improvement Project
2022-2031 Sewer Fund

Project	Estimated Cost	Budget Line Item
Lift Station Equipment Replacement (2024-2029)	\$50,000	
Upgrade the Treatment System (when loading reaches 80% of approved design capacity - 0.194 MGD and 400 ppd of BOD)	\$100,000	
Mechanical Wastewater Treatment Plant	\$5,000,000	
Identify New Plant Site Farther from the Town Core		

AGENDA ITEM #11



To: Honorable Mayor Clark and Ridgway Town Council
From: Preston Neill, Town Manager
Date: November 5, 2021
Agenda Topic: Consideration of authorizing Mayor Clark to sign a comment letter to the Grand Mesa, Uncompahgre and Gunnison (GMUG) National Forests Supervisor and Planning Team regarding the Draft Forest Plan and Draft Environmental Impact Statement for GMUG National Forests

A draft comment letter is still being prepared. Once the draft is ready, it will replace this page in the online version of the Council packet, and it will be uploaded to Dropbox.

AGENDA ITEM #12

RESOLUTION NO. 21-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, IN SUPPORT OF PROTECTING THE UNCOMPAHGRE RIVER, ITS TRIBUTARIES, AND ITS WATERSHED BY RECOGNIZING “RIGHTS OF NATURE” AND THE TOWN’S RESPONSIBILITIES TO CARE FOR AND PROTECT THEM

WHEREAS, the Town of Ridgway is defined by the spectacular natural world that surrounds it—the 14,000 foot peaks of the San Juan Mountains to the west and the Cimarron Range to the east, densely forested slopes rising to snow-covered crags, the glacier-sculpted valleys cradling creeks and the streams tumbling into the Uncompahgre River (“the River”), which winds through the town; and

WHEREAS, Nature has always nourished the people in and around what is now known as the Town of Ridgway. The abundant waters, animals, and native plants supported the Ute people who were the first local stewards of Nature. Later, after the European settlement of the Southwest, Nature continued to sustain human life by the River. The discovery of precious metals in Ouray County brought the mining boom, and Ridgway was built as a railhead center for nearby towns engaged in mining. In modern times, Ridgway has found success as a center for artists and creative industries inspired by the Town’s spectacular scenery and as a gateway to the mountains for visitors seeking scenic pleasures and myriad recreational opportunities; and

The Uncompahgre River binds together including the Town of Ridgway, its people, and many others, serving as a hub for cultural activities and gatherings, providing residents with immediate access to the rejuvenating powers of Nature, and providing a waterway to fish, hike, float, bike, and otherwise rejuvenate and recreate. Ridgway residents understand that their own health and welfare depends upon the well-being of the Uncompahgre River and the encompassing Uncompahgre River Watershed (“Watershed”); and

The Uncompahgre River and its tributaries and watershed also supports a huge diversity of species, including aspen, cottonwoods, silver buffaloberry, serviceberry, mountain mahogany, potentilla, wild rose, and other native riparian vegetation; native cutthroat trout and other fish species; elk, mountain lion, bear, lynx, bobcat, red fox, yellow-bellied marmot, sagebrush lizard, red-tailed hawk, and other terrestrial animal species; and many others; and

Tributaries of the Uncompahgre River, namely Beaver Creek and Happy Hollow (Cottonwood Creek), also provide the residents with clean water—the gift of life. The Town and its citizens understand that they must reciprocate this gift by acting as good stewards for these and other waterways upon which they and their children will continue to depend; and

WHEREAS, today Ridgway is facing new challenges relating to its relationship with the surrounding natural world. These include ongoing climate change and drought, certain land development along the Uncompahgre River and its tributaries, various polluting activities, forest and land degradation, and a diminishing connection to Nature—all of which threaten native ecosystems, waterways, species, and those local residents who rely upon local waterways for drinking water and other life necessities; and

WHEREAS, federal law, the Colorado Constitution, state law, and local policies afford some protection to the natural environment, including to water, but those laws are generally inadequate; and

WHEREAS, as the inadequacies of current law and policy arise, in large measure, from the underlying legal assumption that the natural world is mere human “property;” and

WHEREAS, to address these inadequacies, numerous countries and cities around the world have recognized that Nature can be respected and protected by learning new ways of living in harmony with Nature and through the adoption of new paradigms of law and policy, which recognize Nature’s rights and afford Nature a voice in decision making processes and legal systems; and

WHEREAS, among many other examples, the “Rights of Nature” have been incorporated into the constitution of Ecuador and national laws of Bolivia and Uganda. Likewise, three state constitutions in Mexico have been amended to recognize Nature’s rights; and dozens of cities in the United States have incorporated recognition of Nature’s rights into their laws; and

WHEREAS, many such enactments specifically recognize the rights of waterways, lakes, and ecosystems. Tribal Nations in the U.S. were among the first to recognize the rights of waterways, with the Yurok and Nez Perce Tribes recognizing the rights of the Klamath and Snake Rivers, respectively. Elsewhere in the United States, the people of Toledo acted to protect Lake Erie by recognizing its right to be free of industrial farm pollution, and the people of Orange County, Florida adopted a law recognizing the rights of waterways to be pollution-free; and

WHEREAS, courts have enforced such rights. A Colombian Constitutional Court ruled that the Atrato River basin possesses rights to “protection, conservation, maintenance, and restoration.” An Ecuadorian Provincial Court enforced the constitutional rights of the Vilcabamba River, calling for its remediation and rehabilitation. Bangladesh’s High Court Division of its Supreme Court ruled that all rivers in the country have legal rights; and

WHEREAS, in addition to recognizing Nature’s rights, governments, communities, and organizations around the world are utilizing guardianships to effectuate environmental protections, particularly as to waterways. New Zealand adopted a treaty that both recognizes the Whanganui River (or “Te Awa Tupua”) as “an indivisible and living whole” and “a legal person” and establishes as co-guardians of the river a Whanganui Iwi (Maori) representative and a non-Indigenous representative. To protect the Atrato River, a Colombian court created a guardianship body, with representatives from riverside communities and government, charged with the responsibility of enforcing the river’s legal rights. The government of Western Australia established a River Guardianship Program to protect the Swan and Canning Rivers. In all these cases, the guardians serve as the waterways’ human voices; and

WHEREAS, there is a growing recognition that implementing the Rights of Nature is also essential in order to uphold human rights, including but not limited to the right to water,

which entitles all people to sufficient, safe, acceptable, physically accessible and affordable water for personal and domestic use; and

WHEREAS, based on the foregoing, the Town Council believes and hereby determines that it may best help protect the health, safety, and welfare of its current and future residents, which is inseparable from the welfare of local waters, by recognizing Nature's rights and the Town's responsibility to act as the steward of Nature, in general, and of local waterways in particular.

NOW, THEREFORE BE IT RESOLVED that we, the Town Council of the Town of Ridgway, do hereby recognize, as follows:

Section 1. The Rights of Nature for the Uncompahgre River, its tributaries, and the Uncompahgre River Watershed. The Uncompahgre River, its tributaries, and the Uncompahgre River Watershed, along with the living and other things existing naturally within them, exist and function as an integrated and interdependent system of natural communities and are therefore understood, respected, and recognized in this Resolution as a living entity, possessing fundamental and inalienable rights.

Section 2. The Rights of the Uncompahgre. The Town recognizes that the Uncompahgre River and its Tributaries possess, at minimum, the following fundamental and inalienable rights:

- A. The right to maintain natural flow sufficient in quantity to maintain ecosystem health;
- B. The right to support essential functions within its ecosystems, including by horizontal and longitudinal connectivity, recharging groundwater, moving and depositing sediments, and providing adequate habitat for native plants and animals;
- C. The right to feed and be fed by sustainable precipitation, glaciers, and aquifers;
- D. The right to maintain native biodiversity;
- E. The right to restoration and preservation of adequate ecosystem health.

Section 3. The Watershed's Rights. The Watershed and its living and non-living natural components and communities possess, at minimum, fundamental and inalienable rights to exist, maintain integral health, regenerate, evolve, and be restored.

Section 4. The Town's Stewardship and Responsibilities. The Town Council intends to protect the Uncompahgre River, its tributaries, and its Watershed to the full extent of its ability and to effectuate the rights recognized in this Resolution by taking or requiring the following actions:

- A. Include and consider the rights specified by this resolution in Town actions and decisions that impact the Uncompahgre River, its tributaries, and its Watershed, including actions and decisions involving biodiversity, ecosystem health, water quality and quantity, and other matters that impact them;
- B. Develop, implement, and enforce laws, policies, programs, best practices, and other measures necessary to effectuate the rights enumerated in this Resolution so that Nature and current and future generations of humans may thrive together in harmony within the Town;
- C. Oppose, or address through mitigation, actions or activities that would clearly violate the rights enumerated in this Resolution unless such activities have a compelling social and ecological purpose that cannot be achieved by alternative, reasonable means;
- D. Study, develop, and implement mechanisms for giving the Uncompahgre River, its tributaries, and its Watershed a voice in public decision-making processes, such as by establishing a legal guardianship body that serves as their fiduciary and representative, or through such other means as the Town determines to be effective and appropriate, with consideration of the expertise, independence, diversity, and other attributes of those chosen to represent the rights and interests of these natural entities; and
- E. At least once every twelve (12) months, prepare a concise written report for the community which shall include: information on the health and state of the Uncompahgre River, its tributaries, and its Watershed; an update on the realization of their rights recognized in this Resolution; and recommendations for advancing and securing their welfare and sustainability.

Section 5. Additional Governmental Action. With the adoption of this Resolution, the Town shall call for the State of Colorado to incorporate into State Law new paradigms for the stewardship of waterways, watersheds, and riparian ecosystems, such as the Town's recognition of Nature's Rights. In order to fully effectuate the purposes of this Resolution and protect both current Town residents and the generations of residents to come, the Town's residents call upon the State of Colorado to create an advisory body to make recommendations on incorporating Rights of Nature or alternative eco-centric paradigms into state governance of waterways and watersheds, including consideration of new state policies, laws, or constitutional amendments that would enable effectuation of the rights of waterways and watersheds.

Section 6. Effective Date of Resolution. This resolution shall take effect immediately upon its passage.

ADOPTED AND APPROVED, this 10th day of November 2021.

TOWN OF RIDGWAY

John I. Clark, Mayor

ATTEST

Pam Kraft, Town Clerk

AGENDA ITEM #13

AGENDA ITEM #14



November 10, 2021

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

RE: Ridgway Planning Commission Appointment

Members of Council and Preston:

As was reported at last month's Town Council meeting, I was notified by Doug Canright that he would not seek reappointment to the Planning Commission. His term expired on November 1, 2021.

The Town issued a *Notice of Vacancy on the Town of Ridgway Planning Commission* on October 14th. In all, the Town received three letters of interest in response to the solicitation. Section 7-1-1(A) of the Ridgway Municipal Code states, "...Five members shall be appointed by the Mayor to serve six-year terms, which will expire at one-year intervals."

I am formally appointing Ridgway resident Jennifer Franz to fill the open seat on the Planning Commission, effective immediately. She will serve a term that will expire on November 1, 2027.

Thank you for your time and attention to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "John I. Clark". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

John I. Clark
Mayor
Town of Ridgway

AGENDA ITEM #15