

Ridgway Town Council
Regular Meeting Agenda
Wednesday, August 8, 2018
201 N. Railroad Street, Ridgway, Colorado

5:30 p.m.

ROLL CALL Councilors Robb Austin, Tom Heffernan, Ellen Hunter, Ninah Hunter, Tim Malone, Mayor Pro Tem Eric Johnson and Mayor John Clark

EXECUTIVE SESSION

The Council will enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(b) and (e) for conference with the Town Attorney for the purpose of discussing matters subject to negotiations regarding: property acquisition, housing, land use, and agreements. The Council may reconvene into executive session at the end of the regular meeting.

6:00 p.m.

ADDITIONS & DELETIONS TO THE AGENDA

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

1. Minutes of the Regular Meeting of July 11, 2018.
2. Minutes of the Special Meeting on July 15, 2018.
3. Register of Demands for August 2018.
4. Renewal of restaurant liquor license for Provisions.
5. Appointment of Ninah Hunter to Creative District Creative Advocacy Team

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.

6. RACC quarterly update

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

7. Adoption of an Ordinance of the Town of Ridgway Town Council Granting a Franchise by the Town of Ridgway, Colorado to Black Hills Gas Distribution LLC D/B/A Black Hills Energy, its Successors and Assigns, to Locate, Build, Construct, Acquire, Purchase, Extend, Maintain and Operate into, within and through the Present and Future Corporate Limits of the Town of Ridgway, Ouray County, Colorado, a Plant or Plants, and Works for the Purchase, Manufacture, Transmission and Distribution of Gas, Either Natural, Artificial or Mixed, and to Furnish, Sell and Distribute said Gas to the Town of Ridgway and Inhabitants Thereof, for Heating, Cooking or other Purposes by Means of Pipes, Mains, or Otherwise, Over, Under, Along, Across and Through any and all Streets, Other Public Ways and

Places in said Town of Ridgway, Fixing the Terms and Conditions Thereof and Repealing Ordinance No. 03-08 by and between the Town of Ridgway and Black Hills Energy's Predecessor in Interest, Kinder Morgan, Inc. - Town Attorney.

8. Application: Plat Amendment; Location: Willow Creek Trading Subdivision including Drashan Condominiums; Addresses: 167, 171, and 189 N Cora St.; 602, 604, and 610 Clinton St.; Zone: Historic Business (HB); Applicant: Willow Creek Trading Subdivision Parking Maintenance Association, Inc.; Owners: Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc. – Town Planner

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

9. Ratify Stage 1 Fire Restrictions downgraded on July 18, 2018 from previously implemented Stage 2 Fire Restrictions – Town Manager
10. Resolution updating Water Conservation and Management Plan and Drought Status Update - Town Manager.
11. Discussion of draft Water Wasting ordinance – Town Manager
12. Discussion of draft water service base rates, base water allocation and excess water use in follow up to Town Council workshop on July 25, 2018 – Town Manager
13. License Agreement for access to Railroad Street from Lot A, Park Subdivision - Town Attorney.
14. Request to apply for Colorado Tourism Office for grant funding toward the Creative Corridors Initiative, including a matching commitment of \$2500 to be shared 50/50 with the Ridgway Area Chamber of Commerce – Town Manager.
15. Approval to submit grant application to Colorado Department of Public Health and Environment Water Quality Improvement Fund for supplemental storm water plan funding to be expended in 2019 – Town Manager

MANAGERS UPDATE

16. Planning Commission Update
17. Update on Master Plan Process and direction from the Town Council to the Planning Commission on the Master Plan process
18. Recommendation from Planning Commission to Review Ouray County Draft Ordinance for Establishing Regulations for Non-Commercial Camping and submitting comments to the Ouray County Board of County Commissioners
19. General Town Hall updates

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

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

Council Appointed Committees, Commissions, Task Forces:

Ridgway Parks, Trails & Open Space Committee - Councilors Austin, Mayor Pro Tem Johnson, N. Hunter
Ridgway Planning Commission - Mayor Clark and Councilor Hunter
Ridgway Creative District Creative Advocacy Team – Ninah Hunter
Ridgway Scholarship Committee - Councilors Malone, Mayor Pro Tem Johnson and Mayor Clark

Council Board Appointments:

Ouray County Weed Board - Councilor Williams; alternate - Town Engineer
Ouray County Joint Planning Board - Councilor E. Hunter, citizens Rod Fitzhugh & Tom McKenney; alternate-Mayor Pro Tem Johnson
Sneffels Energy Board - Mayor Clark and Town Manager; alternate - Mayor Pro Tem Johnson
Ouray County Multi-Jurisdictional Housing Advisory Committee - Councilor Heffernan; alternate - Town Manager
Region 10 Board - Mayor Clark
WestCO Dispatch Board – Town Marshal, Alternate Town Manager
Gunnison Valley Transportation Planning Region - Town Manager; alternate - Town Engineer
Ouray County Transit Committee – Community Initiatives Facilitator; alternate - Town Manager
Ouray County Water Users Association - Councilor E. Hunter

Council Participation and Liaisons:

Chamber of Commerce Liaison - Councilors Malone
Communities That Care Coalition Liaison - Mayor Clark
Ouray County Fairgrounds Liaison - Councilor Hunter

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, September 5, 2018 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

Consent Agenda

RIDGWAY TOWN COUNCIL
MINUTES OF REGULAR MEETING
JULY 11, 2018

CALL TO ORDER

The Mayor called the meeting to order at 5:30 p.m. in the Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Austin, E. Hunter, N. Hunter, Malone and Mayor Pro Tem Johnson and Mayor Clark. Councilor Heffernan was absent.

EXECUTIVE SESSION

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

ACTION:

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

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

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

CONSENT AGENDA

1. Minutes of the Regular Meeting of June 13, 2018.
2. Minutes of the Joint Council and Planning Commission Workshop Meeting of June 12, 2018.
3. Minutes of the Joint Council and Planning Commission Workshop Meeting on June 18, 2018.
4. Minutes of the Workshop held June 19, 2018.
5. Minutes of the Special Meeting from June 19, 2018.
6. Register of Demands for July 2018.
7. Renew restaurant liquor license for Thai Paradise.
8. Renew liquor store license for High Spirits.

ACTION:

It was moved by Councilmember E. Hunter and seconded by Mayor Pro Tem Johnson to approve the consent agenda. The motion carried unanimously.

PUBLIC COMMENTS

Tom McKenney thanked the persons involved in assisting with parking vehicles at the concert held last Thursday.

PUBLIC HEARINGS

9. Adoption of an Ordinance Granting a Franchise to Black Hills Gas Distribution LLC dba Black Hills Energy

Town Clerk's Notice of Public Hearing dated 6-14-18.

The Town Attorney recommended continuing the item to the next meeting to allow all parties involved to provide input on the terms of the agreement. The Council agreed.

POLICY MATTERS

10. Fourth request to extend a thirty day temporary access to Railroad Street from Lot A, Park Subdivision

Attorney Nerlin reported there should be a resolution presented to the Council at the next meeting regarding access for the Ridgway Railroad Museum on to Lot A of Park Subdivision. He recommended granting another thirty day temporary easement.

ACTION:

Moved by Mayor Pro Tem Johnson and seconded by Councilor N. Hunter the motion to approve the request for another thirty day extension for temporary access to North Railroad Street from Lot A Park Subdivision carried unanimously.

10. Request to submit a State of Colorado Victim Assistance and Law Enforcement (VALE) grant application for 2019 Victim Advocate Services

Staff Report dated 7-6-18 from the Town Manager presenting a background on the request.

Town Manager Coates explained in partnership with Ouray County and the City of Ouray the Town applied for, and received, a Victim Assistance and Law Enforcement (VALE) grant from the State for shared victim advocate services. The three agencies desire to apply for 2019 grant funding to cover all costs of the program, and if received the services of the current advocate would be retained. She reported an Intergovernmental Agreement will be prepared fully detailing the partnership.

ACTION:

Councilor E. Hunter moved to approve the request to submit a State of Colorado Victim Assistance and Law Enforcement (VALE) grant application for 2019 Victim Advocate Services, Councilor Austin seconded, and the motion carried unanimously.

11. Review of draft Emergency Operations Plan

The Town Manager explained pursuant to the hiring of Glenn Boyd as the Ouray County Emergency Manager, the job description included preparing an Emergency Operations Plan for the Town. She presented a draft plan, which was developed based upon the plan being utilized by the City of Ouray. She noted currently the Town would default to the counties plan, and having an adopted plan will allow access to receipt of federal emergency funds if needed. She recommended staff review of the document before forwarding to the Planning Commission, and then present to the Council for final adoption.

There was discussion by the Council and consensus to continue the review process of the draft document.

12. Drought status and discussion of Water Conservation and Management Plan and proposed ordinance regarding wasting of water and water rate structure

Report from the Town Manager dated 7-6-18 presenting the current status of the drought and plans for implementation of next phase of the Water Management Plan.

Manager Coates reported in April the Council adopted a Water Management Plan which established stages for curtailment of water use; and mandatory restrictions were placed into effect on June 12th. She explained staff is researching the next phase which would involve a water wasting ordinance and new rate structure, and include lowering allocated gallons and a usage fee for exceeding. She suggested the Council hold a workshop meeting to review recommendations with staff to assist in the preparation of an emergency ordinance. The Council agreed to hold a workshop on July 25th.

13. Submittal of application for Department of Local Affairs grant funds

Staff Report from the Town Manager dated 7-6-18.

The Town Manager reported an opportunity to apply for Department of Local Affairs Energy Impact Grant funding is currently available. She suggested the Council consider applying for funds to assist with 2019 capital projects, noting if awarded the Town would be responsible for funding half of the project. Staff is recommending applying for the storm water management plan, for a total cost of \$150,000.

There was discussion by the Council and it was noted the plan is necessary before any road improvements can be made.

ACTION:

Mayor Pro Tem Johnson moved, with a second by Councilmember E. Hunter, to approve the submittal of an application for grant funds from the Department of Local Affairs for a storm water management plan. The motion carried unanimously.

14. Personnel Manual update regarding vacation accrual and allocation

Manager Coates noted in follow up to budget discussions staff is recommending changes to the Personnel Manual pertaining to vacation accrual and allocation. Currently the policy awards time upon the anniversary date after hours are earned, and staff is recommending awarding the hours as earned with each pay period.

There was discussion by the Council and it was agreed to amend the policy to award time as it is earned.

15. Appointment of voting member and proxy to the WestCO Dispatch Service Board

The Town Manager reported at the prior meeting the Council appointed Marshal Stroup as the Town's voting member to the WestCO Dispatch Board, and the board is also requesting appointment of a proxy member.

ACTION:

Councilmember E. Hunter moved to approve the appointment of the Town Marshal as the voting member, and Town Manager as the proxy, to the WestCO Dispatch Service Board, Councilor N. Hunter seconded, and the motion carried unanimously.

16. Request for letter of support endorsing the Land and Water Conservation Fund

Mayor Clark explained the Town is a member of The Mountain Pact, and the organization is requesting support from members for a letter to the US Senate and House of Representatives to fully fund and permanently reallocate the Land and Water Conservation Fund.

ACTION:

Moved by Mayor Pro Tem Johnson, seconded by Councilor N. Hunter to approve the Mayors signature on The Mountain Pact letter to the House of Representatives. The motion carried unanimously.

17. Request for one time exemption to fire restrictions for Rocket Camp

The Mayor reported there has been a request from the Voyager Youth Program's Rocket Camp to launch rockets tomorrow in the Athletic Park. He explained the Fire Marshal has agreed to monitor launching of the rockets.

ACTION:

Councilor E. Hunter moved to approve an exemption to the Stage Two Fire Restrictions for the Voyager Rocket Camp to launch rockets tomorrow, Mayor Pro Tem Johnson seconded, and the motion carried unanimously.

18. Discussion regarding Council representation on boards and committees

The Council reviewed the current list of members serving as Town representative on various boards and committees. It was agreed Councilor Malone will serve as liaison to the Chamber of Commerce; Councilor E. Hunter will serve on the County Weed Board; Councilmember Heffernan on the Multi-Jurisdiction Housing Advisory Committee; Councilor N. Hunter to the Creative District's Creative Advocacy Team; Councilmember N. Hunter on the Parks, Trails and Open Space Committee; and Councilor Malone on the Council Scholarship Committee.

TOWN MANAGERS REPORT

Manager Coates presented an update on the Master Plan process; 2018 Council workshop schedule and animal resistant containers. She explained staff is seeking Council direction regarding dogs at the July concerts. There was discussion and the consensus of the Council was no dogs are to be allowed within any area of Hartwell Park during the concerts, except upon the perimeter sidewalks.

COUNCIL COMMITTEE REPORTS

Mayor Pro Tem Johnson presented an update on the Parks Committee.

EXECUTIVE SESSION

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

ACTION:

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

The Council entered into executive session at 7:40 p.m. with the Town Attorney and Town Manager.

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

ADJOURNMENT

The meeting adjourned at 8:30 p.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

RIDGWAY TOWN COUNCIL

SPECIAL MEETING

JULY 15, 2018

The Town Council convened for a special meeting at 9:00 a.m. at the home of John Clark at 293 S. Laura Street, Ridgway, Colorado. In attendance Councilors Austin, E. Hunter, Mayor Pro Tem Johnson and Mayor Clark. Councilmembers Heffernan, N. Hunter, Malone were absent.

Town Clerk's Notice of Special Meeting dated July 11, 2018.

The Council met in an executive session to prepare the annual performance evaluation of the Town Manager.

ADJOURNMENT

The meeting adjourned at 9:45 a.m.

Respectfully Submitted,

Pam Kraft, MMC
Town Clerk

Town of Ridgway
The Register of Demands
August 2018

Name	Memo	Account	Paid Amount
Ouray County Road & Bridge		Alpine-Operating Account	
	July 2018	660GO2 · Gas & Oil	-326.73
	July 2018	760POO · Gas & Oil	-92.73
	July 2018	960WOO · Gas & Oil	-365.47
	July 2018	960SOO · Gas & Oil	-166.86
	July 2018	860GO3 · Gas & Oil	-727.34
TOTAL			-1,679.13
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships	-21.02
		915SOO · Dues & Memberships	-21.03
TOTAL			-42.05
Sensus USA		Alpine-Operating Account	
	9/26/18-9/25/19 sensus support	914WOO · Consulting & Engineering Ser...	-857.98
	9/26/18-9/25/19 sensus support	914SOO · Consulting & Engineering Servs	-857.97
TOTAL			-1,715.95
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-22.00
TOTAL			-22.00
Sani Serv LLC		Alpine-Operating Account	
	portapotties - concert (14)	781POO · Events & Festivals	-2,020.00
TOTAL			-2,020.00
Sunset Automotive		Alpine-Operating Account	
	mount tires - F350	961WOO · Vehicle & Equip Maint & Repair	-50.00
	mount tires - F350	961SOO · Vehicle & Equip Maint & Repair	-50.00
TOTAL			-100.00
Rusty Weaver		Alpine-Operating Account	
	6/15/18-7/14/18	719POO · Contractural Services	-1,000.00
TOTAL			-1,000.00
Clear Networx, LLC		Alpine-Operating Account	
	Aug 2018	543GOO · Telephone	-56.00
	Aug 2018	643GO2 · Telephone	-56.00
	Aug 2018	843GO3 · Telephone	-56.00
	Aug 2018	943WOO · Telephone	-56.00
	Aug 2018	943SOO · Telephone	-56.00
	Aug 2018	530GOO · Computer	-60.00
	Aug 2018	630GO2 · Computer	-60.00
	Aug 2018	830GO3 · Computer	-60.00
	Aug 2018	930WOO · Computer	-60.00
	Aug 2018	930SOO · Computer	-60.00
	Aug 2018	930WOO · Computer	-50.00

Town of Ridgway
The Register of Demands
August 2018

Name	Memo	Account	Paid Amount
	Aug 2018	930SOO · Computer	-25.00
	Aug 2018	630GO2 · Computer	-25.00
	Aug 2018	843GO3 · Telephone	-55.00
TOTAL			-735.00
United States Postal Service		Alpine-Operating Account	
	pre-sort mail permit	951WOO · Postage - water	-112.50
	pre-sort mail permit	951SOO · Postage - sewer	-112.50
TOTAL			-225.00
USABlueBook		Alpine-Operating Account	
	pump floats	932SOO · Supplies & Materials	-211.36
	PSI transmitter	932WOO · Supplies & Materials	-260.57
TOTAL			-471.93
Pureline Treatment Systems		Alpine-Operating Account	
	purecide for plant	932WOO · Supplies & Materials	-748.90
TOTAL			-748.90
Empire Insignias		Alpine-Operating Account	
	shoulder patches (50)	883GO3 · Uniforms	-130.00
TOTAL			-130.00
The Paper Clip LLC		Alpine-Operating Account	
	shredder bags	541GOO · Office Supplies	-30.78
TOTAL			-30.78
Warrior Kit, Inc		Alpine-Operating Account	
	bulletproof vest	883GO3 · Uniforms	-910.00
TOTAL			-910.00
Axon Enterprise, Inc.		Alpine-Operating Account	
	taser cartridges & battery	832GO3 · Equipment & Supplies	-362.00
TOTAL			-362.00
petpickups.com		Alpine-Operating Account	
	dog p/up mitts	732POO · Supplies & Materials	-725.60
TOTAL			-725.60
Thunder Mountain Testing		Alpine-Operating Account	
	bolting inspection (to be reimb)	519GOO · Contractual Services	-570.10
TOTAL			-570.10

Town of Ridgway
The Register of Demands
August 2018

Name	Memo	Account	Paid Amount
Xerox Corporation		Alpine-Operating Account	
	July 2018	948SOO · Office Equipment - Leases	-28.00
	July 2018	948WOO · Office Equipment - Leases	-28.00
	July 2018	548GOO · Office Equipment - Leases	-333.33
TOTAL			-389.33
Consolidated Consulting Servi...		Alpine-Operating Account	
	engin - S. Railroad	519GOO · Contractual Services	-811.25
	engin - Cottonwood culvert	519GOO · Contractual Services	-412.50
	engin - Vista Commons (to be reimb)	519GOO · Contractual Services	-2,072.50
	engin - Lena St Commons (to be reimb)	519GOO · Contractual Services	-371.25
TOTAL			-3,667.50
InDesign Signs		Alpine-Operating Account	
	no overnight parking sign	639GO2 · Street Signs	-82.00
TOTAL			-82.00
CDC Janitorial		Alpine-Operating Account	
		732POO · Supplies & Materials	-132.59
TOTAL			-132.59
Ouray County Weed Department		Alpine-Operating Account	
	vectobac	768POO · Mosquito Control	-3,984.00
TOTAL			-3,984.00
Wilbur-Ellis Company LLC		Alpine-Operating Account	
	chemicals	932WOO · Supplies & Materials	-1,156.80
	chemicals	932SOO · Supplies & Materials	-289.20
TOTAL			-1,446.00
True Value		Alpine-Operating Account	
		632GO2 · Supplies & Materials	-81.09
		732POO · Supplies & Materials	-1,046.22
		732PO1 · Supplies - community center	-7.48
		932SOO · Supplies & Materials	-63.80
		932WOO · Supplies & Materials	-136.79
TOTAL			-1,335.38
City of Grand Junction		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-125.00
TOTAL			-125.00

Town of Ridgway
The Register of Demands
August 2018

Name	Memo	Account	Paid Amount
SGM		Alpine-Operating Account	
	thru 7/14/18	552GOO · GIS Mapping - admin	-319.16
	thru 7/14/18	952SOO · GIS Mapping - sewer	-319.17
	thru 7/14/18	952WOO · GIS Mapping - water	-319.17
TOTAL			-957.50
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities	-9.56
		942SOO · Utilities	-9.56
		942WOO · Utilities	-9.56
TOTAL			-28.68
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-5.23
TOTAL			-5.23
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-6.32
		642GO2 · Utilities	-6.33
		942SOO · Utilities	-6.33
		942WOO · Utilities	-6.33
TOTAL			-25.31
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-35.43
TOTAL			-35.43
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - community center	-10.39
		842GO3 · Utilities	-10.40
		542GOO · Utilities	-10.40
TOTAL			-31.19
Quill.com		Alpine-Operating Account	
		541GOO · Office Supplies	-60.44
		941WOO · Office Supplies	-31.50
		941SOO · Office Supplies	-31.50
TOTAL			-123.44
550 Publishing Inc		Alpine-Operating Account	
		540GOO · Printing & Publishing	-92.40
TOTAL			-92.40

Town of Ridgway
The Register of Demands
August 2018

<u>Name</u>	<u>Memo</u>	<u>Account</u>	<u>Paid Amount</u>
Federal Express		Alpine-Operating Account	
		990WOO · Testing - water	-119.14
TOTAL			-119.14
United States Postal Service		Alpine-Operating Account	
	July 2018 billing	951WOO · Postage - water	-89.67
	July 2018 billing	951SOO · Postage - sewer	-89.67
TOTAL			-179.34

AGENDA ITEM #6



To: Town of Ridgway
From: Ridgway Area Chamber of Commerce
Subject: Q2 Interim Lodging Tax Report
Date: Friday, August 3, 2018

Dear Ridgway Town Council,

The RACC Board of Directors is happy to share our second quarter report with the Town of Ridgway. We are excited by the progress that continues to be made at the organization.

Included with this report is the Chamber's Lodging Tax P&L statement. As a reminder, RACC's QuickBooks structures are organized around the Town-approved marketing plan and managed by Middleton Accounting. These actuals are a direct pull from QuickBooks and reflect a continued diversification of investments designed to advance our local business community.

We are happy to see the improving trendline on year-to-date lodging tax receipts. The Chamber's lodging tax funding is up 27% between Jan-July 2018 (\$14,601) as compared to 2017 (\$11,443).

The last few months have focused on a diverse set of activities including Visitor Center volunteer training, itinerary development, website content updates, creation of a CRM for RidgwayColorado.com and RACC membership, as well as preparations for our annual golf tournament. As has been shared with Town leadership throughout the process, due to family health reasons, our Executive Director, Peri Gore transitioned out of the organization in June. This was a setback for the organization, in particular given the time investment that had been made onboarding Peri into that role. That said, the organization has managed the transition well and we are very excited with the new staffing structures.

We continue to see progress being made as a result of the organizational infrastructure investments made in 2017, especially through RidgwayColorado.com and the exceptional group of contractors now engaged with the organization.

Due to a conflict with the annual Ridgway School Board retreat, I will be unable to attend this month's Council meeting. We look forward to hearing any questions or comments you have regarding this interim report and continuing to partner with the Town of Ridgway to advance the interest of local businesses and the community as a whole.

Sincerely,

A handwritten signature in cursive script that reads "Colin Lacy".

Colin Lacy

President, Ridgway Area Chamber of Commerce

Ridgway Area Chamber of Commerce
150 Racecourse Road
PO BOX 544, Ridgway, CO 81432
970-626-5181
RidgwayColorado.com

Staffing

As has been shared, Peri Gore's transition in June has led to organizational restructuring, which we are ultimately very excited about. We have promoted Pamela Cannalte, who had been supporting the organization on membership cultivation, to the Program Coordinator role. Pamela comes to us with an exceptional background in customer relations, PR and project management. As the coordinator for RiverFest for the last several years, Pamela also has unique experience engaging Ridgway's local business community. As Program Coordinator, Pamela maintains a lead staffing role for the organization focused in particular on the operational/program management of our different tracks of work. In particular, management support to the Visitor Center, membership relations, and the implementation of select special projects throughout the year, including this year's golf tournament and Visitors Guide support.

Meanwhile, we have just engaged Hilary Lewkowitz in the role of Interim Marketing Director. Hilary brings a unique background in sustainable tourism marketing and has worked on behalf of communities across Colorado and the world. Her bio is attached to this report. This position, with direction from the board, will lead on the implementation of the Chamber's marketing strategy and activities. This includes working with the board to develop a new marketing strategy that focuses in particular on boosting economic activity in the low/shoulder season. This is an Interim setup for a three month period through September, at which point both the Chamber and Hilary will assess the fit, with the goal to continue forward as the Chamber's ongoing Marketing Director.

The combined average hours for Pamela and Hilary are in line with what we had budgeted for Peri's time, at approximately 25hrs/week. We have in effect broken out program implementation and operations into one role and marketing management into another. We look forward this model proving effective over the coming months.

Our exceptional group of local consulting partners and staff, all based in Ridgway, now includes:

- *Program Coordinator* -- Pamela Cannalte
- *Marketing Director (Interim)* – Hilary Lewkowitz
- *Visitors Center and Volunteer Coordinator* – Judy King
- *Accounting* – Middleton Accounting (Jane Pulliam)
- *Website and Technology Partner* -- Peak Media (Josh Gowans)
- *Online Content and Storytelling Consultant* – Tanya Ishikawa
- *Media and Design Partner* – Sprout Design Studio (Nicole Green)
- *Communications and Social Media Consultant* – Ashley King-Grambley
- *Youth Ambassador* – Elizabeth Mueller

Board of Directors

As noted in the last report, we are very happy to have two wonderful additions to the RACC board in Daniel Richards (Colorado Boy) and Amanda Swain (Ridgway Adventure Sports). This brings the Chamber to a full seven member board for the first time in several years.

- *President* – Colin Lacy (US2020)
- *Vice President* – Jason Bojar (Balance Natural Medicine)
- *Secretary* – Tim Patterson (RIGS)
- *Treasurer* – Barb Latham (Citizens State Bank)
- *At Large*
 - Erin Stadelman (Ouray County Fairgrounds and Rodeo Association)
 - Daniel Richards (Colorado Boy)
 - Amanda Swain (Ridgway Adventure Sports)

Colorado Tourism Office Grant Applications

RACC will be applying for two Colorado Tourism Office grants for FY19: the Small Marketing Match Grant and the Project and Technical Assistance Grant. These will be the first applications to the CTO that RACC has ever lead on. The Small Marketing Match Grant is a \$10,000 award based on a 25% match (\$2,500) and is due on August 15, 2018. RACC will be collaborating with the Ouray Chamber Resort Association on this grant, and if awarded the grant will split the 25% match amount. RACC and OCRA will be collaborating on the grant in an effort to increase countywide off-peak season visitation and tourism-driven economic opportunities. Both organizations recognize that summer tourism visitation is close to maximum capacity. In contrast, businesses struggle to keep a consistent cash flow during the off-peak seasons of October through April. Outside of just this CTO grant, RACC intends to guide its broader marketing strategy to focus in particular on this shoulder/low season period. This is a period that is critical for our businesses success and an area where we believe we can begin to move the needle in terms of impact. This grant would support the development of a marketing plan, which will include a series of itineraries based on existing initiatives: Creative Corridor, Hot Springs Loop, Colorado Spirits Trail, and San Juan Skyway. Itineraries will detail off-peak season tourism assets related to existing initiatives, and incorporate activities, restaurants and lodging throughout the county. This would just be the beginning of a broader strategy to target the shoulder and low seasons.

RACC is also planning on applying for the Project and Technical Assistance grant in early fall (rolling application until January 2019). This grant is a \$15,000 award with a 25% match. The purpose of applying for this grant is to advance tourism efforts in Ridgway in a way that is sustainable, targeted, and effective. In order to guide a sustainable future, we are in need of better understanding our current visitor demographics and motivations. Part of the grant funding would be spent on a visitor survey that will help inform the RACC of who are current visitors, which will then guide the conversation about what type of visitors we want in the future. In addition to this, funding will be focused on the Ridgway Visitors Center. The Ridgway Visitor Center is in need of a long-term strategy to best manage future growth and support visitor engagement with our local business community. Additional notes on the Visitor Center can be found further in this report. We are excited for RACC to take additional steps to hopefully expanding and diversifying its revenue streams.

Colorado Creative Corridor

RACC has teamed up with the Ridgway Creative District in gathering and presenting information and suggested itineraries to the Colorado Tourism Office for the Colorado Creative Corridor project, which is officially being kicked-off at the Creative Industries Summit in Greeley in May. The Chamber provided \$5,000 in matching funds in order for Ridgway to be included in this important project, which will bring additional visitors to the area during all times of the year. Not only will they come to the area but with the help of the suggested itineraries, they will visit a variety of businesses and “creatives” in the area, bringing income to the area in times that have historically been slower economically. We are excited for this project to continue to bring value to the business and creative economy for years to come, and look forward to this continuing to be an important example of the positive impact of Chamber/Town collaboration.

It is important to note RACC’s investment of \$5,000 to establish Ridgway as a Creative Corridor community reflects the single largest financial investment from any organization from any community involved with the Corridor. It is also RACC’s largest investment into a special initiative for the year. Given Peri’s transition, and more limited than anticipated availability during the spring, RACC was unable to devote all of the staffing resources it had originally hoped. That said, in addition to the \$5,000 investment, RACC’s consultants have supported the initiative, in particular Tanya Ishikawa through the development of new itineraries to support the Corridor and for submission to the Colorado Field Guide. Josh Gowan’s has supported on bringing Creative Corridor content to RidgwayColorado.com and we anticipate increased content creation on the website. With contractor time included (captured in categories of the budget other than “Creative Corridor”), RACC’s investment this calendar year is over \$6,000.

We want to shout out Diedra Silbert for her leadership in managing the new initiative and continuing to serve as a critical partner on a variety of projects.

With regards to 2019, while not finalized, we have discussed with Town staff the possibility of splitting the \$2,500 community investment between Town and Chamber for 2019. We believe it is important for this to continue to be a joint effort between Town and Chamber, and we also believe this an important opportunity that we have yet to even begin to realize. The collateral itself has yet to even arrive and there are many more components to this effort that can be further developed. Going forward, Hilary will serve in a lead strategy role from the Chamber’s end on how we can begin to capitalize on this significant investment and opportunity.

Website

RidgwayColorado.com remains the #1 Google search result for keyword “Ridgway Colorado” as well as other high value keywords. Site optimization is an ongoing effort, however we're continuing to invest in additional content and our staff/contractors continue to monitor the site and keep membership content fresh and up to date.

We have just begun incorporating the branding for the “Five Themes” (detailed below) within the website and are also beginning to incorporate the new itineraries within the site.

In just the last few weeks we have started the process of developing a CRM (customer relationship management) for the website. With leadership from Peak Media, we will be using CiviCRM technology to better manage Chamber membership and online content. The technology will enable various functionality options, including improved membership content management on the site. A primary benefit will also be our ability to automate the membership renewal process, which will ultimately save the Chamber significant amounts of time on “membership drives”, which has typically been a major staffing capacity drain. As with any technology, its value will ultimately be dependent on how we use it and keep it up to date. Pamela is playing a lead role in uploading our current data into the new system and will manage the content and data input on an ongoing basis. Ultimately we believe this will be an important tool for us to leverage in a variety of ways and allow us to function at a higher level, even with are relatively limited staffing capacity.

Visitors Guide

The 2018 guides have been released and are distributed locally, across the state and region. 100,000 copies will be distributed this year as a result of the collaboration with Ouray. In 2017, we invested in improving and aligning the content of the Ridgway guide, in partnership with Tanya Ishikawa. We are very pleased with this significantly improved narrative and the alignment of the guide with the five marketing themes of Culinary Experiences, History & Heritage, Arts & Entertainment, Outdoor Adventure and Health & Wellness.

We are happy to share that we will continue with the collaborative set up with Ouray for the 2019 guide. Tanya Ishikawa will continue in the lead editor role and we are preparing to make additional improvements on the content, including the creation of a more county-wide narrative on select themes. This will be a significant focus for RACC’s team during the third quarter.

Golf Tournament

The Ridgway Area Chamber of Commerce is excited to announce the second annual Ridgway Chamber Open. This year’s event will take place on Saturday, September 15th at the Divide Ranch & Club.

RACC will continue with the model launched in 2017 of returning 100% of net proceeds of the event, including sponsorships and donations, directly to the local business community. Sponsors and players are directly advancing the local business community and the community as a whole.

Last year’s proceeds provided small matching grants to brick-and-mortar members for outside upgrade projects. These external improvements positively impact the entire business community and were awarded to the Sherbino Theatre, Provisions Cafe and Citizens State Bank in Ridgway. The profits from the 2018 tournament will go to launch the Ridgway Youth Apprenticeship Program.

The Chamber recognizes that local business success is predicated on local talent. As a community, our first priority talent pipeline should be our local students. In an effort to support our local businesses' long-term, talent pipeline and better connect our youth with the business community, the Chamber will be launching the Youth Apprenticeship Program.

The scholarship amounts and the number of available apprenticeships will be entirely determined by the proceeds from this year's Ridgway Chamber Open, so please come out and play, sponsor and support!

Visit RidgwayColorado.com/golf

As a reminder, Lodging Tax dollars will not be dedicated to the golf tournament but this is an important initiative for the Chamber and we hope that Town staff and leadership can join us for the event, as players and/or supporters.

Five Themes

With the support of our design partner, Nicole Green of Sprout Design Studio, we have developed a visual representation of the five marketing themes. As we have shared in previous reports, these themes are designed to capture the unique attractions of the Ridgway area and our goal has been to develop these themes and inline with marketing best practices, use them consistently across our media, including website, visitors guide, print ads, social media and visitor center. These are now being adopted across all of our platform in conjunction with the themes:



Print Media

The Chamber coordinated co-op ads with local businesses in the 2018 San Juan Skyways publication as well as in three quarterly publications of the Colorado Life magazine. Ridgway and the five themes will be part of the next three Colorado Life publications, which offers a major distribution channel not previously accessed by the Chamber.

Visitor Center

The Chamber held a training and appreciation lunch for the Visitor Center volunteers in June. It was an opportunity to refresh on new content at the Visitor Center and other Chamber tools, including RidgwayColorado.com. The session was also a reminder of what an incredible group of volunteers staff

the Visitor Center and how lucky our entire community is to have their support. The management of the Visitor Center would not be possible without their service to the community.

In late May, we also held a “Gardening Day” that was made possible by a group of volunteer students from Ridgway Middle School and Ridgway High School. For many of our visitors, the Visitor Center is the first stop and first impression in their Ridgway experience so welcoming them with brightly colored flowers and a warm smile is a great way to kick off their day. A big thank you to our weed warriors! Maggie Guscott, Dee Dee Decker, Pamela Cannalte, Audra Southall, Maggie Ogilvie, Serin Miller, Nico Peele, Morgan Clark, Janel Norman, Autumn Sagal, Kayla Bolane, Lily Thomas, Pantera Bennett, Phoebe Strickler, Harley Bennett, Eleni Wallin and Max Schuetz.

Lastly, we wanted to highlight the need for the Town and other stakeholders, including the Chamber, to begin a conversation of how we can make the necessary improvements to the Visitor Center building and surrounding land. As the Railroad Museum continues its exciting transition to the new location, there is an important need to assess the long-term future and design of the Visitor Center building and lot. This is a critical asset for the entire community and one that will ultimately require much more significant investment than the Chamber itself is capable of making to realize the potential of the asset. This is a plug to hopefully begin a conversation between Town, Chamber, and the wider community of how we can invest in this asset in the long-term. We would very much like to begin incorporating the planning process into our 2019 budget and work plan, as well as the technical assistant grant to the CTO.

Itineraries

Itinerary development is a project that we continue to work on and the itineraries are now included on the RidgwayColorado.com website as well as the Colorado Tourism Office’s Colorado.com website in their Field Guide/Creative Corridor section of the website. These itineraries are important assets for the Visitors Center as well. The Chamber is committed to giving exposure to all five categories of business mentioned above and ultimately develop itineraries to include a wide range of activities, themes and times of the year. We will continue to send fresh itinerary content to Colorado.com, which will incite interest in Ridgway as a whole and provide inclusion of a cross-section of local businesses.

Itinerary development is an important way to collaborate with local partners and create strong, action-oriented content for both visitors and locals, which ultimately leads to more customers for local businesses and nonprofits.

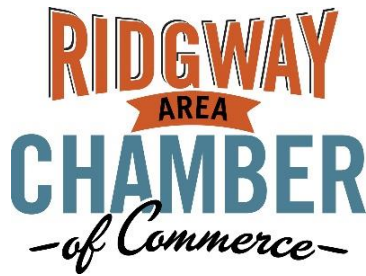
Other Items of Note

Other projects that have been in the works for RACC include:

- We continue to receive weekly leads from the Go-Colorado website and the Visitors Guide requests are up 20% over last year. We process these leads by sending each one a digital copy of our Visitors Guide and add them to our weekly “Specials & Events” e-blast, which now goes out to more than 2,000 targeted recipients.

- The Chamber is continuing to develop its online presence on Facebook and now on Instagram and Twitter too. We post local business specials and events on Facebook and are just starting to develop content for our Instagram and Twitter pages. With the support of *Communications and Social Media Consultant*, Ashley King-Grambley, we will continue to grow a strong online presence, promoting local business and Ridgway as a whole.
- We now have a RACC Youth Ambassador, Miss Elizabeth Mueller, who is helping us with our online presence, providing coverage at local events and acting as an advocate for local businesses within the school system. Supported by Tanya Ishikawa, Elizabeth has helped us launch our new Instagram account. This new “position” within the Chamber network is one that we plan to continue developing for years to come. A scholarship will be provided to the Youth Ambassador at the end of their term. We started the Youth Ambassador program with the vision and support of the Chamber's communications partner Tanya Ishikawa. This is an effort to amplify the youth voice and better connect local commerce with local education. This is a small first step for the Chamber to better connect local business with education.
- On May 8th, the Chamber was the primary sponsor for a Volunteer Fair at the Ridgway High School. Tanya Ishikawa identified a need last fall to bring together local non-profits and high school students wanting to provide volunteer hours. She again coordinated this effort and the Chamber is sponsored all booths of members and providing some door prizes for the non-profits in attendance. This is also where the students signed up for the Gardening Day at the Visitor Center.

The Chamber is very pleased with the progress that continues to be made in 2018 and we sincerely thank the Council and all of the Town staff for their support and partnership.



9:23 AM

08/03/18

Accrual Basis

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

	Jan - Jul 18
Ordinary Income/Expense	
Income	
Lodging Tax Income	14,601.61
Total Income	14,601.61
Gross Profit	14,601.61
Expense	
Creative District Corridor	5,000.00
Advertising and Promotion	
Ridgway Online Presence Prj	168.20
Online Media and Advertising,	4,436.79
Print Media and Advertising	3,652.72
Collaboration and Networking	84.37
Visitor's Guide Fullfillment, P	435.00
Website Upgrades and Operations	2,336.80
Total Advertising and Promotion	11,113.88
Payroll Expenses	
Staff	10,932.49
Total Payroll Expenses	10,932.49
Visitor Center Operations	
Electric	147.35
Natural Gas	249.55
Property & Liability Insurance	506.00
Repairs and Maintenance	475.17
Telephone and Internet	833.67
Trash	30.18
Volunteer Expense	745.94
Water Cooler	8.75
Visitor Center Operations - Other	420.53
Total Visitor Center Operations	3,417.14
Total Expense	30,463.51
Net Ordinary Income	-15,861.90
Net Income	<u>-15,861.90</u>

Hilary Lewkowitz is the Founder and Owner of Mountain Roots Consulting, a small business located in Ridgway, Colorado. Mountain Roots is a culmination of 15 years of work in sustainable tourism, adventure travel and conservation. In the fall of 2017, she partnered with Arizona State University to create and deliver the Colorado Tourism Office CRAFT Studio 101 pilot program. She has worked with the Ouray Chamber Resort Association to support destination marketing strategies. Hilary currently serves on the Executive Board for the Ouray Climbers Alliance, an Access Fund affiliated non-profit advocating for climbing stewardship in Southwest Colorado.



Before starting her own business, Hilary worked for the Adventure Travel Trade Association as the Adventure EDU Program Manager and Colorado Member Advocate. During her time with ATTA, Hilary was the project manager for several adventure tourism development workshops in emerging destinations. Workshops took place all over the world, including: Canada, Chile, Nepal, Kosovo, Armenia, Chile and Sweden.

Prior to ATTA, Hilary directed membership and communications for the Global Sustainable Tourism Council and The International Ecotourism Society. She was heavily involved in the planning and execution of sustainable tourism development workshops and events in several countries. Hilary has also worked for outdoor retail companies, while spending her summers guiding for the National Outdoor Leadership School, Mountain Education & Development, and Wilderness Ventures. She led restoration and research projects for the Colorado Fourteeners Initiative, National Park Service and California Department of Fish and Game.

Hilary completed her M.S. at the University of Utah in Sustainable Tourism Management. During her time at the University of Utah, she supported curriculum development and sustainable tourism research projects in the US and abroad. Hilary conducted research on visitor behaviors and attitudes in Zion National Park and OHV users across the state of Utah. She completed a yearlong research project with a conservancy in Kenya, Africa, which was designed to guide management decisions for their travelers' philanthropy program. Hilary received several awards for her work in Kenya, and research results were published in the Journal of Ecotourism. She also holds a B.S. in Environmental Science for Humboldt State University, California.

Hilary is an avid hiker, climber and skier. She has traveled extensively throughout the Western U.S. and abroad. Hilary and her husband's love for adventure and the mountains led them to Ridgway, Colorado where they are currently building their own home.

AGENDA ITEM #7

document to be added after publication of packet

AGENDA ITEM #8

STAFF REPORT

Request: Plat Amendment
Legal: Willow Creek Trading Subdivision, including Drashan Condominiums
Address: 161, 171, and 189 N Cora; 602, 604, and 610 Clinton St.
Parcel #s: 430516224003, 430516224002, 430516240003, 430516240002, 430516240001, 430516224004
Zone: Historic Business (HB)
Applicant: Willow Creek Trading Subdivision Parking Maintenance Association, Inc.
Owners: Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.
Initiated By: Shay Coburn, Planner
Date: August 2, 2018

BACKGROUND

This plat amendment request was heard by the Planning Commission on July 31, 2018. The Planning Commission recommended approval to Town Council with all of the conditions included in the staff report dated July 31. The staff report and draft Amendment 1 to the Willow Creek Trading Subdivision plat is attached to this report.

STAFF RECOMMENDATION

Staff recommends approval of this plat amendment with the conditions listed in the staff report dated July 31, 2018. If the Town Council is inclined to approve with conditions, the applicant will have 90 days to meet those conditions or the plat amendment will be deemed disapproved.

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Ridgway Planning Commission will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Tuesday, July 31st, 2018 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: Plat Amendment

Location: Willow Creek Trading Subdivision including Drashan Condominiums

Addresses: 167, 171, and 189 N Cora St.; 602, 604, and 610 Clinton St.

Zoned: Historic Business (HB)

Applicant: Willow Creek Trading Subdivision Parking Maintenance Association, Inc.

Property Owners: Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.

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

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



DATED: July 20, 2018

Shay Coburn, Town Planner

PLANNING & ZONING PERMIT

Incomplete Applications will be Rejected

Receipt # PMD 5.24.18 \$100 *

Date Received 5.24.18 *

By SC *

* For Office Use Only

ACTION REQUESTED

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

APPLICANT/APPLICANTS:

NAME: WILLOW CREEK TRADING SUBDIVISION

MAILING ADDRESS: PARKING MAINTENANCE

CITY: C/O MOUNTAIN MAISON MANAGEMENT

TELEPHONE NO.: RIDGWAY

FAX: 970-626-4314

OWNER/OWNERS OF RECORD:

NAME:

MAILING ADDRESS:

CITY:

TELEPHONE NO:

ADDRESS OF PROPERTY: WILLOW CREEK TRADING SUBDIVISION

ACREAGE/SQUARE FOOTAGE: _____ ZONING DISTRICT: HR

BRIEF DESCRIPTION OF REQUESTED ACTION: PLAT AMENDMENT to resolve parking issues in subdivision

ATTACHMENTS REQUIRED FOR ALL ACTIONS:

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

FILING FEE SCHEDULE:

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

ADDITIONAL COSTS:

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

SPECIFIC ATTACHMENTS REQUIRED FOR EACH ACTION:**CONDITIONAL USE PERMITS:**

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

TEMPORARY USE PERMITS:

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

CHANGES IN NON-CONFORMING USE:

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

VARIANCE:

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

REZONING:

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

SUBDIVISION:

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

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

Signature of Applicant/Applicants

Date

Signature of Owner/Owners

Date

July 24, 2018

To the Ridgway Planning Commission and the Ridgway Town Council:

On June 26, 2018, the Ridgway Planning Commission unanimously recommended approval of a Plat Amendment for the Willow Creek Trading Subdivision to the Ridgway Town Council. This recommendation was conditional, however, and required the applicant, the prospective Willow Creek Trading Subdivision Parking Maintenance Association, to work with Town Staff to resolve several outstanding issues, mostly related to timing, prior to the scheduled Town Council hearing. We are back now because those discussions resulted in a change to the proposed Plat Amendment that requires additional Planning Commission review prior to a hearing by the Town Council.

That change is to the dimensions of one of the seven parking spaces in the reconfigured Shared Parking Area, at the request of the Ridgway Chautauqua Society (RCS), which is the owner of Lot 4 in the Subdivision. This request evolved out of the RCS's concurrent project to address drainage problems. The RCS seeks to reduce the amount of land that Lot 4 would place under easement for parking and the Planning Commission is being asked to review that request on its merits.

In addition to the requested change in the dimensions of one of the parking spaces, the application now includes changes to the Plat Amendment and Articles of Association to address the timing issues that consumed much of the discussion at the June 26 meeting. These changes are: a drainage easement that will allow the owners of Lot 4 to move forward with a drainage plan at any time, without requiring any particular timing with respect to Parking Area improvements once the Plat Amendment receives final approval; and provisions in the Articles of Association ensuring that Parking Area improvements will be completed in a timely manner, again without that work being contingent on how or when Lot 4 drainage is resolved as the Town Engineer and Lot 4's drainage engineer continue work toward a solution..

With these changes, if the Planning Commission recommends approval of the Plat Amendment and the Town Council grants its approval on August 8, the remaining steps necessary to bring this Plat Amendment to final approval are now clear:

1. Planning Commission review of the Plat Amendment (July 31).
2. Town Council review of the Plat Amendment. (Aug. 8).
3. Execution of the Willow Creek Trading Subdivision Parking Maintenance Assoc. Articles of Association, which is tentatively scheduled for a meeting of the Subdivision Property owners on August 14.
4. Filing of the Articles of Association and Plat Amendment with the County Clerk and Recorder.
5. Drainage plan for Lot 4 (can commence at any time).
6. Completion of Parking Lot Improvements (within six weeks of the execution of the Articles.)

7. Once the Parking Lot improvements are complete, all conditions of Plat Amendment approval will have been met, enabling issuance of building permits for planned new uses on Lots 2 & 3.

In summary, the July 31 hearing before the Planning Commission will be the fourth time this application is being considered by the Commission. This application has been challenging due to three conditions: First, the original plat for the Willow Creek Subdivision renders most of the properties in the subdivision out of compliance with current zoning and/or restricts uses in the properties in ways that is not productive for the property owners or the town. Second, any change to the Willow Creek subdivision plat requires unanimous agreement among the six property owners, along with Town approval. Third, the amount of land in the subdivision dedicated to on-site parking is substantially less than current Town zoning requires.

Our work with each other and with the Town over the course of three hearings brings us to what we hope is now a fully fleshed-out and detailed agreement that creates substantially more off-street parking for the Town by making the best use possible of the available land. An additional benefit to the Town and the Property Owners in the Subdivision is the creation of the new Property Owners Association, which ensures a mechanism for addressing any future issues that may arise with respect to the Shared Parking Area, without the burden of requiring unanimous consent of all the Property Owners.

Thank you for your time and consideration.

Seth Cagin, Ralph Stellmacher, Sue Husch, Patrick O'Leary, Daniel Richards
For the Willow Creek Subdivision Parking Maintenance Assoc, LLC.

**ARTICLES OF ASSOCIATION OF
THE WILLOW CREEK TRADING SUBDIVISION PARKING
MAINTENANCE ASSOCIATION, INC**

Effective Date: _____, 2018

These are the “**Articles of Association**” for The Willow Creek Trading Subdivision Parking Maintenance Association, Inc., a Colorado corporation (the “**Association**”), which have been duly adopted and authorized by the Members (designated and defined below).

ARTICLE ONE
WILLOW CREEK TRADING SUBDIVISION/SHARED PARKING HISTORY

1.1. The Willow Creek Trading Subdivision (hereinafter “**Willow Creek Subdivision**”) was formed by the plat recorded in Reception No 177032 (collectively referred to as the “**Willow Creek Plat**”). As originally formed, the Willow Creek Trading Subdivision consisted of Lot 1, Lot 2, Lot 3 and Lot 4.

1.2. The Willow Creek Plat established, depicted and described a certain Shared Parking Access Area (hereinafter “**Shared Parking Facilities Area**”) consisting of five parking spaces (“**Parking Spaces**”) for use by Lot 1, Lot 2 and Lot 3 and an easement providing ingress/egress to Lot 4 for parking on its own property. The Parking Spaces, the Shared Parking Facilities Area and the easement are collectively referred to as the “**Shared Parking Facilities**”).

1.3. The owner of Lot 1 subsequently formed the Drashan Condominium and recorded certain condominium documents, including the map recorded in Reception No. 194017 and the Condominium Declaration recorded in Reception 193921 (collectively, the “**Drashan Condominium Documents**”), further dividing Lot 1 into three separate condominium units, namely Drashan Unit 1, Drashan Unit 2, and Drashan Unit 3. The map also depicts a sixth parking space in the Shared Parking Facilities Area. This sixth space, however, was not and is not usable due to utilities installations within it.

1.4. As a result of the recordation of the Drashan Condominium documents, the Shared Parking Facilities was intended to be used and shared by the owners of Drashan Unit 1, Drashan Unit 2, Drashan Unit 3, Lot 2, Lot 3 and Lot 4 (collectively, the “**Properties**”).

1.5. The lot or unit constituting each of the Properties are benefited and burdened by the terms, conditions, provisions, restrictions and requirements set forth in these Articles of Associations.

1.6. These Articles of Association amend, replace and supersede any and all previous agreements, including but not limited to the Parking Agreement recorded in Reception No. 179550, that govern any aspect of use, operation and management of the Shared Parking Facilities by the Members for the benefit of the Properties.

ARTICLE TWO
FORMATION OF THE ASSOCIATION

2.1. The Association was duly formed with the filing of the Articles of Incorporation (“**Articles of Incorporation**”) filed with the Secretary of State on February 23, 2018 evidenced by document filing number 20181151358. The Association is also governed by its duly adopted bylaws dated _____, 2018 (“**Bylaws**”).

2.2. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage, administer and operate the Shared Parking Facilities, and to manage and administer other maintenance for the Willow Creek Subdivision including but not limited to snow removal on public sidewalks, trash area maintenance, and trash removal, as may be determined by the Association, subject to the terms and conditions of these Articles of Association, the Articles of Incorporation, the Bylaws, a variance to the Town of Ridgway Parking Requirements approved by the Ridgway Planning Commission on March 27, 2018 (“**Variance**”), and a Plat Amendment approved by the Ridgway Town Council on _____ and recorded in Reception No. _____

(“**Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area**”). The Association shall serve as the governing body for all of the Members for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of Shared Parking Facilities, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in these Articles of Association, the Articles of Incorporation, Bylaws, and any rules and regulations. 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 on behalf of the Members in accordance with the provisions of these Articles of Association, the Articles and the Bylaws.

2.3. The Bylaws for the Association were adopted at the first Annual Meeting of the Association membership. Such Bylaws may be amended or repealed, in whole or in part, in the manner provided therein, and amendments to the Bylaws shall be binding on all Association members, including those who may have voted against them.

2.4. The principal office for the Association and the Registered Agent for the Association is as provided for in the Articles of Incorporation; and may be changed at any time by the Association by filing the change with the Colorado Secretary of State.

2.5. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation or the Bylaws. A quorum shall be deemed present throughout any meeting of the Board of Directors if persons entitled to cast at least fifty percent (50%) of the votes on the Board of Directors are present at the beginning of the meeting or grant their proxy as provided in C.R.S. Section 7-128-205(4). All regular and special meetings of the Board of Directors or any committee thereof shall be open to attendance by all Members of the Association or their representatives. The Board of Directors shall have all of the powers, authority and duties granted or delegated to it by the Act, these Articles of Association, the Articles of Incorporation or the Bylaws and shall act in all instances on behalf of the Association. The Board of Directors may not, however, act on behalf of the Association to amend these Articles of Association, to terminate the Association, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term. The Board of Directors may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association.

2.6. The Members, by majority vote, are authorized to adopt rules and regulations governing the use and operation of the Shared Parking Facilities and the operation of the Association.

2.7. Meetings of the Association and the Board of Directors shall occur as provided for in the Bylaws.

ARTICLE THREE **MEMBERS AND MEMBERSHIP**

3.1. The Members of the Association consist of the following parties (collectively, the “**Members**”):

(a) 171 N. Cora LLC, which is the current, fee simple owner of Lot 2, per the Willow Creek Plat, Town of Ridgway, Ouray County, Colorado (“**Lot 2**”).

(a) Arapahoe Partners LLC, which is the current, fee simple owner of Lot 3, per the Willow Creek Plat, Town of Ridgway, Ouray County, Colorado (“**Lot 3**”).

(b) Ridgway Chautauqua Society, Inc, which is the current, fee simple owner of Lot 4, per the Willow Creek Plat, Town of Ridgway, Ouray County, Colorado (“**Lot 4**”).

(c) The Drashan Condominiums Owners Association, Inc., a Colorado nonprofit corporation (“**Drashan Condominiums Association**”), which was formed to administer the rights and interests of the respective owners of Unit 1, Unit 2 and Unit 3 of the Drashan Condominiums, per the Drashan Condominium Documents, Town of Ridgway, Ouray County, Colorado. The parking spaces attributable to the Drashan Condominiums constitute common elements within the meaning of the Drashan Condominium Documents for the use and benefit of Unit 1, Unit 2 and Unit 3 of the Drashan Condominiums. In entering into these Articles of Association, the Drashan Condominiums Association is acting by and on behalf of the owners of Unit 1, Unit 2 and Unit 3 of the Drashan Condominiums with respect to the parking rights and interests in the Shared Parking Facilities subject to and in accordance with the Drashan Condominium Documents.

3.2. There shall be one Membership in the Association for Lot 2, Lot 3, and Lot 4 and one Membership in the Association for the Drashan Condominium Association. The person or persons who constitute the owner of Lot 2, Lot 3 and Lot 4 shall automatically be the holder of the Membership appurtenant to that Lot, and shall collectively be the “**Member**” of the Association with respect to that Property and the Membership appurtenant to that Property, shall automatically pass with fee simple title to the Property. The Drashan Condominium Association shall automatically be the Member on behalf of its three constituent owners. Membership in the Association shall not be assignable separate and apart from fee simple title to the Property, or in the case of Drashan, separate and apart from the Drashan Condominium Association. In the case of joint ownership of any Property, the Members thereof shall be entitled to only one membership.

3.3. The rights and interests of the Members are specifically tied to the respective ownership of Lot 2, Lot 3 and Lot 4, or in the case of Drashan Condominiums, to the rights and interests of the Drashan Condominium Association as the representative of its constituent owners. The rights and interests of the Members shall automatically transfer with the conveyance of a Member’s rights and interests in the Properties, without any requirement to modify or amend these Articles of Association. The rights, duties and obligations of a member, by virtue of a Member’s rights, duties and obligations as a Member of the Association shall run with title to the lot or unit constituting each of the Properties and the succeeding Member shall be benefited and burdened by such rights, duties and obligations relating to such membership interests.

3.4. The Members shall be entitled to one (1) vote in the Association for each Allocated Interest assigned to the Member’s lot or unit as indicated in attached **Exhibit “A”**. If title to a lot or unit is owned by more than one (1) Person, such persons shall collectively cast their allocated vote and such owners shall determine among themselves who is to cast the vote. Further voting rights shall be exercised as provided for in the Bylaws.

3.5. All present or future Members, tenants, occupants, and any other person that might acquire, lease, occupy, or otherwise use in the Properties and any usage rights of the Shared Parking Facilities, or any portion thereof, or any facilities or appurtenances thereto or thereon, in any manner, shall be subject in all respects to the covenants, conditions, restrictions, reservations, easements, regulations, and all other terms and provisions set forth in these Articles of Association, the Articles of Incorporation and the Bylaws.

3.6. A Member may not withdraw from the Association in the absence of the requisite consent of the other Members and an amendment to these Articles of Association as provided for herein.

ARTICLE FOUR **PURPOSES AND POWERS OF THE ASSOCIATION**

4.1. The Association was formed to manage, administer and operate the Shared Parking Facilities, subject to the terms and conditions of these Articles of Association, the Articles of Incorporation, the Bylaws and the variance to the Town of Ridgway Parking Requirements approved by the Ridgway Planning Commission on March 27, 2018, and Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area approved by the Ridgway Town Council on _____.

(a) The purposes of the Association include (a) improving the Shared Parking Area by reconfiguring it and making physical improvements to it; and (b) clarify the on-site parking available for each of the Properties; (c) provide for future repair, maintenance, renovation, upgrade, snow removal and overall management of the Shared Parking Facilities, (d) providing for other maintenance activities that the Association deems to be of common interest to all of the Properties, including but not limited to managing snow removal from public sidewalks that border the Willow Creek Subdivision and maintenance of trash storage areas within the Willow Creek Subdivision and contracting with a waste removal service, and (e) incurring and expending funds in connection with the exercise its powers and duties hereunder, which shall constitute "Common Expenses" to be allocated among the Members.

(b) This Association is organized and operated exclusively for the above-stated purposes, and for other nonprofit purposes and no part of any income of the Association shall inure to the exclusive benefit of any private member.

4.2. In furtherance of purposes for which the Association was formed, the Association is authorized, empowered and directed to perform the following:

(a) Improve the Shared Parking Facilities Area by reconfiguring it and making physical improvements to it;

(b) Clarify the on-site parking available for each of the Properties;

(c) Provide for future management and maintenance of the Shared Parking Facilities Area; and

(d) Provide for maintenance described in 4.1. (a) (b)

4.3. In furtherance of the objectives described above, but not in limitation thereof, the Association, through its Board of Directors, shall have the power to do all things necessary and proper in connection with the operation, management, maintenance, repair, upgrade, reconstruction, snow removal and drainage of the Shared Parking Facilities. The Board may do all such acts and things except as

prohibited by Colorado law, or by the Articles of Incorporation, or by the Bylaws. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the Members:

- (a) To administer and enforce the terms, conditions, provisions, restrictions, uses, limitations, obligations and all other provisions set forth in the Articles of Association and supplements and amendments thereto.
- (b) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the Shared Parking Facilities
- (c) To Obtain appropriate insurance for the Shared Parking Facilities and for the Association and members of the Board of Directors.
- (d) To levy and collect assessments as set forth herein.
- (e) To hire a community association management company.
- (h) To exercise any other powers granted to it in the Articles of Association or Articles of Incorporation.

ARTICLE FIVE

OPERATION OF THE SHARED PARKING FACILITIES; RULES AND RESTRICTIONS

5.1. To fulfill its purpose, the Association applied for a Variance in connection with the provision of parking for the Properties (hereinafter “**Variance**”) to Town of Ridgway Parking Regulations that would:

- (a) provide for seven parking spaces in the reconfigured Shared Parking Area;
- (b) implement a system of 11 parking permits allocated among the Members who are the owners of the Properties to ensure maximum use of the Shared Parking Area;
- (c) allow a second-floor residential use on Lot 2 and a second-floor residential use on Lot 3, in the Willow Creek Subdivision; and
- (d) clarify the amount of on-site parking available to each of the six property owners to meet current and anticipated uses, with one permit issued for each required parking space under current zoning and subject to the Variance, upon its becoming final.

5.2. The application for the Variance was unanimously approved by the Ridgway Planning Commission on March 27, 2018, subject to two conditions, namely: (1) that the Association seek and obtain Town of Ridgway “approval and recording of a plat amendment to the Willow Creek Plat (“**Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area**”) with a cross-reference to these Articles of Association and the manner and method by which the Shared Parking Facilities are to be managed, administered and operated by the Association and (2) that the Association would undertake certain improvements to Shared Parking Facilities as described in the application for the Variance.

5.3. The map of the Shared Parking Facilities Area and the Shared Parking Facilities, after the completion of certain improvements as provided for in this document is attached to these Articles of Association as **Exhibit “B”**. The map includes an easement on Lot 4 by the Shared Parking Area, a general easement for all the properties to access parking and their properties, a drainage easement to Willow Creek Trading Subdivision Parking Maintenance Assoc.

allow water to effectively be moved from all properties, and for all utilities. The owners of Lots 1, 2, 3 and 4 shall have ingress and egress access to all parking spaces in the Shared Parking Facilities Area.

5.4. The Willow Creek Plat established certain non-exclusive perpetual easements, running for the use and benefit of the Properties and burdening those portions of the Properties necessary to accommodate the placement, use and operation of the Shared Parking Facilities within the Shared Parking Facilities Area (“**Shared Parking Facilities Easements**”). The **Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area** is amending and restating the Shared Parking Facilities Easements with the modifications to the Shared Parking Facilities Easements reflected in **Amendment 1 to the Willow Creek Trading Subdivision: Shared Parking and Access Area**. The Association is authorized and empowered to monitor, administer and insure compliance with the terms and conditions of the Shared Parking Facilities Easements as amended and restated by the Willow Creek Plat Amendment.

5.5. The Association will issue and allocate 11 parking permits. Five of the six properties in the Subdivision (Lots 2, 3 and 4, and the Drashan Condominiums Units 1 and 3) will be issued two permits each (“**Parking Permits 1-10**”). For Lot 4, the two permits will replace previously required parking within the boundaries of Lot 4. The sixth property, (the Drashan Condominiums Unit 2, aka the “Colorado Boy Building”), will be issued one permit (“**Parking Permit 11**”). The number of permits allocated to each property corresponds to the amount of off-street parking required for each property (under the current Ridgway Land Use Code as modified by the Variance.)

5.6. Parking permits can be used only by Members, residents, tenants, customers, and guests of the properties in the Subdivision.

5.7. The use of the Parking Spaces shall be available to the holders of Parking Permits 1-10 in the Shared Parking Area on a first come, first serve basis.

5.8. Costs incurred by the Association will be allocated among the four Members proportional to the number of parking permits each Member holds. Costs include annual operating expenses for maintenance, including but not limited to snow removal and property tax owed for the Shared Parking Area; an initial assessment to make improvements to the Shared Parking Area; and any annual or future special assessment that may be approved by the Association Board of Directors, as defined in the Bylaws.

5.9. Initial improvements to the Shared Parking Area will include, at a minimum, striping, signage, curb stops, and bollards to protect utility installations as needed.

5.10. In order to accommodate loading and unloading for the Sherbino, space 6 in the Shared Parking Area is assigned to the Ridgway Chautauqua Society.

5.11. Holders of permits may park in public parking spaces only when there is no available space in the Shared Parking Area.

5.12. Signage in the Shared Parking Area will state that every vehicle parked in the Shared Parking Area must display a permit in the dashboard. Vehicles not displaying a permit may be towed at the Member’s or vehicle owner’s expense.

5.13. The Parties agree and understand that they shall be jointly and severally liable for any and all maintenance work costs for work required to be completed on the Shared Facilities by the Town of Ridgway, its agents or assigns.

5.14. Members of the Association will notify prospective long-term and short-term tenants that the Subdivision is located in a vibrant Arts and Entertainment District and that noise impacts are possible.

5.15. The use of the Parking Spaces is subject to the following limitations, restrictions and requirements:

(a) Generally, the Parking Spaces are intended to allow the normal and customary flow of parking of motor vehicles from time to time, with the expectation that vehicles will be used and Parking Spaces will become available for use by other authorized persons from time to time. Motorized vehicles of any kind shall only be parked or stored in a designated Parking Space. Parking Spaces shall not be used for the long-term parking of vehicles (this provision is generally intended to allow someone to park a motor vehicle for up to two weeks while on vacation; if longer periods are anticipated, the owner must utilize parking off premises).

(b) Parking Spaces shall not be used for the storage of equipment, merchandise or other materials.

(c) No boats, trailers, buses, motor homes, mobile homes, campers (on or off supporting vehicles) or other recreational vehicles that do not fit clearly within the dimensions of a defined parking space shall be parked or stored in the Parking Spaces or in the Shared Parking Area. No 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 for longer than one week or stored in the Parking Spaces or in the Shared Parking Area.

(d) No motorized vehicle of any kind shall be maintained, repaired, repainted, serviced or rebuilt in a Parking Space. This restriction shall not prevent the non-commercial washing and polishing of vehicles, together with activities normally incident thereto.

(e) 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, all without liability on the part of the Board.

(f) The Board may cause any unauthorized vehicle parked in the Shared Parking Facilities Area or Parking Spaces to be immediately towed at the cost and expense of the owner of the unauthorized vehicle.

(g) Any Property Owner may encroach on the Shared Parking Area for the purposes of staging construction activities on their own property, provided that said Property Owner notifies all of the other property owners of the impacts in advance and provided that the impacts of construction are confined within one Parking Space and will not last more than 90 days and will not impede access to and/or use of other parking spaces. Any construction impacts that impact more than a single Parking Space or that are anticipated to last more than 90 days may be permitted provided that a special meeting of the Board of Directors is convened within 30 days of

the request of the Property Owner carrying out the construction to review how the impacts of construction will be managed to minimize impacts on the other Property Owners in the Subdivision. The Property Owner carrying out the construction must propose to implement reasonable and practicable construction mitigation measures, including but not limited to alternative parking arrangements provided by the proposing party to accommodate other owners' parking needs. The proposing party shall be responsible for restoring the parking area to a condition equal to or better than it was prior to its use as a construction staging area. Parking mitigation measures must be documented in a Resolution and approved by a simple majority of the other Members of Board. The Property Owner carrying out the construction will have no vote on the Resolution.

(h) Any use of the Shared Parking Area not expressly permitted by these Articles of Association is generally construed to be a Nuisance. Nuisances include but are not limited to storage of tools, equipment, construction materials, or trash outside of designated Trash Storage Areas, storage of anything other than trash in Trash Storage Areas, and construction impacts not contained, approved, or mitigated per paragraph 5.13 (g). If any Property Owner in the Subdivision observes a Nuisance, said Property Owner will notify the party creating the Nuisance that it must be cured. If such notification does not result in a cure, the Association may cure the Nuisance and recover any fees, costs or expenses it incurs from Property Owner who created it. Areas adjacent to the Shared Parking Area that are common areas, designated deck areas, or privately owned property encumbered by access easements are also subject to this Nuisance provision.

(i) The Board of Directors may adopt rules and regulations further regulating the use of the Shared Parking Facilities Area or Parking Spaces consistent with these Articles of Association.

5.16. The parties to these Articles of Association hereby pre-approve a development plan that may be proposed in the future by the Ridgway Chautauqua Society ("**RCS**") that may affect the Shared Parking Area (hereinafter the "**Plan**") provided that

(a) the mission and purpose of the RCS has not materially changed after the effective date of these Articles of Association;

(b) the Plan is undertaken by the RCS to support its occupancy and uses as a nonprofit organization and not for 3rd party commercial occupancy or uses;

(c) the pre-approval expires upon the sale of either parcel owned by the RCS and does not transfer to a future Member;

(d) the Plan will not reduce the amount of physical parking or the amount of on-site parking required by zoning that is accorded to any other party to this Agreement under the terms of these Articles of Association;

(e) parking assigned to the Members in the Plan would be of at least equal size, dimensions as parking in these Articles of Association or as agreed upon;

(f) the Ridgway Chautauqua Society agrees to pay for any and all related planning and construction/improvement costs and governmental approvals for any Plan it proposes that affects the Shared Parking Area, including any Zoning Variances or Plat Amendments that may be required; and

(g) any increase in annual maintenance costs incurred due to implementation of the Plan are the responsibility of the Ridgway Chautauqua Society and not the other parties to this Agreement unless otherwise agreed upon by all parties.

MEMBERSHIP ASSESSMENTS

6.1. Each Member shall pay annual assessments in such amount as established by the Association through its Board of Directors. Fees will be assessed on a Calendar Year basis, commencing with partial-year assessments on August 1, 2018.

6.2. Each Member, as the owner of a lot or unit constituting the Properties, shall be deemed to covenant and agree, and each successor owner of such lot or unit, by acceptance of a deed therefore (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: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "**Assessments**"). No Member shall have any right to set-off against an Assessment any claims that the Member may have or may claim to have against the Association. The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the lot or unit against which each such Assessment is charged. The obligation for such payments by each Member to the Association is an independent covenant, with all amounts due from time to time payable in full without notice or demand, and without set-off or deduction of any kind or nature. Each Member is liable for Assessments made against such Member's lot or unit during his period of ownership of the lot or 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 a Member of such lot or unit at the time when the Assessment became due. Upon the transfer of title to such lot or 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.

6.3. The Association has a statutory lien on the lot or unit of the Member for all Assessments levied against such lot or unit or fines imposed against such Member from the time the Assessment or fine becomes due (the "**Assessment Lien**"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Association pursuant to these Articles of Association 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 of Director's acceleration of installment obligations. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due.

6.4. An Assessment Lien shall be superior to any homestead 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 these Articles of Association shall constitute a waiver of the homestead and any other exemption as against said Assessment Lien.

6.5. The Recording of these Articles of Association 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 lot or unit as a Reimbursement Assessment.

6.6. A Regular Assessment shall be made annually against each lot or unit, based upon an annual Budget prepared by the Board of Directors, for purposes of paying (i) the annual costs of operating and administering the Association and all other Common Expenses, (ii) reasonable reserves for contingencies, replacements, and other proper purposes, (iii) costs of improving or maintaining the Shared Parking Facilities, and reasonable reserves for such costs, and (iv) such other matters as may be reasonably determined by the Board of Directors to be the subject of a Regular Assessment. Regular Assessments shall be allocated in accordance with the Allocated Interests of each of the Properties in the Association as indicated on attached **Exhibit "A"**. Any Common Expense or portion thereof benefiting fewer than all of the Lots shall be assessed exclusively against the lots or units so benefited. If Common Expense liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be reallocated in accordance with the reallocated Common Expense liabilities. Regular Assessments shall be levied on a calendar year basis, except that the initial Regular Assessment period shall commence on the first day of the calendar month or quarter in which the first Lot is conveyed by Declarant to a Person other than Declarant. Regular Assessments shall be paid in installments on a monthly, quarterly or semi-annual basis, as the Board of Directors 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 period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Board of Directors, Regular Assessments shall be due and payable on the first day of each calendar quarter. Any Member acquiring a Lot between installment due dates shall pay a pro rata share of the immediately preceding installment.

6.7. The Board of Directors shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least fifty (50) days before the end of each calendar year. Written notice of the Regular Assessment shall be sent to each Member. Failure of the Board of Directors timely to fix and levy the Regular Assessments for any year or to send a notice thereof to any Member shall not relieve or release a Member from liability for payment of Regular Assessments or any installments thereof for that or subsequent years as soon as the Board of Directors levies the Regular Assessment and provides notice thereof. If a duly adopted Budget is amended during the calendar year, the Board of Directors shall provide written notice to the Members of any changes caused thereby in the remaining Regular Assessments due during that year.

6.8. 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.

6.9. In addition to the other Assessments authorized in these Articles of Association, the Board of Directors 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 relating to the Shared Parking Facilities or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Member, and shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Members of such Special Assessment, which due date shall be no earlier than fifty (50) days after the giving of such notice.

6.10. In addition to the other Assessments authorized in this Article, the Board of Directors may levy against any Member, at any time and from time to time, a Reimbursement Assessment for purposes provided for herein, including for any damage caused to the Shared Parking Facilities. In addition to the foregoing, a Reimbursement Assessment may also be levied in the form of a reasonable fine against a Member for a violation of these Articles of Association, the Articles of Incorporation, the

Bylaws, or the Rules and Regulations. If any Common Expenses are caused by the misconduct of any, the Board may assess that expense exclusively against such Member's Unit as a Reimbursement Assessment. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Member(s) of such Reimbursement Assessment.

6.11. In the case of an Assessment for which an installment is delinquent, The Board of Directors may suspend the delinquent Member's use of the Shared Parking Facilities and Association services or benefits. The delinquent Member 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 of Directors may but shall not be required to record a Notice of Delinquent Assessment or charge against any Lot as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board of Directors, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Member and a description of the property. The Association shall have the option to either (i) bring an action of law against any such Member personally obligated to pay an Assessment, (ii) foreclose the lien against the Property created hereby, in the same manner in which mortgages are foreclosed in the State of Colorado, or (iii) simultaneously pursue both remedies (i) and (ii), above. The Association shall be entitled to purchase the Member's lot or unit at foreclosure. The Association may also bring an action at law against the Member personally obligated to pay the delinquent Assessment and/or foreclose the lien against said Member's lot or unit in the discretion of the Association. No Member may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any of the Shared Parking Facilities or by abandonment of the Member's lot or unit against which the Assessments are made. 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 Member 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.

6.12 The Association may establish or fund reserve accounts for capital improvements or repairs to the Shared Parking Facilities. However, the Association has no obligation to establish or fund any reserve accounts.

ARTICLE SEVEN

INITIAL ASSESSMENT

7.1 Each Member shall pay an Initial Assessment within one week of the effective date of these Articles of Association pursuant to "Exhibit C," which itemizes legal and other expenses incurred to establish the Association, allocated in accordance with "Exhibit A." Members who advanced payment of Initial Assessments shall be credited with the amounts paid, with such credits applied to the Initial Assessment owed and to Annual Assessments owed. The items shown on "Exhibit C" may be changed only by a unanimous vote of the Board of the Association.

7.2 The sums charged to Parking Area Improvements and to Trash Storage Improvements in "Exhibit C" shall be used by the Association as described in "Exhibit D." Exhibit D is a budget and scope of work approved as of the effective date of these Articles of Association. The work described in Exhibit D shall be commenced no later than two weeks after the effective date and completed no later than six weeks after the effective date. These dates may only be extended with a vote of the Board of the Association.

7.3 The parties to these Articles of Association hereby pre-approve work that may be undertaken by the owner of Lot 4 to address drainage issues and which may require construction in the Shared Parking Area. The owner of Lot 4 hereby agrees to repair any damage to the Shared Parking Area caused by such construction and to restore the Shared Parking Area to a condition that meets or exceeds the scope of work described in Exhibit D.

ARTICLE EIGHT **MISCELLANEOUS**

8.1. **Duration.** The term of provisions of these Articles of Association shall be perpetual.

Amendment or Termination. These Articles of Association may be amended or terminated only by the agreement of Members holding at least 80% of the total Allocated Interests in the Association. It is agreed among all the parties that in the event of the dissolution of this association, the perpetual driveway easement serving WC Lot 4 is immediately restored to provide access to Lot 4 consistent with rights granted prior the recording of this Plat Amendment and Plat Map.

8.2. **Compliance; Enforcement.** Every Member shall fully and faithfully observe, abide by, comply with and perform all of the covenants, conditions and restrictions set forth in these Articles of Association as the same or any of them may be amended from time to time. Every Member (except a Member that is delinquent in the payment of Assessments hereunder), shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by these Articles of Association, and any approvals granted by the Board. Any violation of any provision, covenant, condition, restriction or equitable servitude contained in these Articles of Association, whether by act or omission, is hereby declared to be a nuisance and may be enjoined or abated, whether or not the relief sought is for negative or affirmative action, by any person entitled to enforce the provisions of these Articles of Association. This provision does not limit the remedies that may be available under these Articles of Association or at law or in equity. Each remedy provided under these Articles of Association is cumulative and not exclusive. Such enforcement rights shall include without limitation the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both. Injunctive relief may include, without limitation, orders to stop work, orders to remove improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances. The Board shall have the following further rights and remedies:

(a) The right to levy and collect reasonable fines for the violation of any of the foregoing matters which shall constitute a lien upon the violator's Property. In the event that any person, including an occupant, guest, or invitee of a Lot violates the Articles of Association or Bylaws 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 Member shall pay the fine upon notice from the Board.

(b) The right to levy and collect a Reimbursement Assessment against any Member.

(c) The right to cut off or suspend any or all Association services or benefits to the Member until the violation is cured.

(d) The right to suspend the ability to use the Shared Parking Facilities (except access roads), until the violation is cured.

(e) The right to suspend a Member's right to vote.

8.3. In any action brought under Section 7.3, the substantially prevailing party shall recover its reasonable expert witness and attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to exercise any of the rights available to it under this Section shall in no event be deemed a waiver of the right to do so in any other instance. The decision for the Association to pursue an enforcement action in any particular case shall be left to the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. 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.

8.4. The provisions of these Articles of Association 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.

8.5. In the event of any conflict or inconsistency between the provisions of these Articles of Association and any applicable law, the respective provisions of applicable law shall govern and control and these Articles of Association shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of applicable law.

8.6. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of these Articles of Association. Any legal action brought in connection with these Articles of Association shall be commenced on in a court of competent jurisdiction in Ouray County, Colorado, and by acceptance of a deed to a lot or unit each Member voluntarily submits to the jurisdiction of such court.

8.7. In any action or proceeding involving the interpretation or enforcement of any provision of these Articles of Association, the substantially prevailing party shall recover its reasonable expert witness, attorneys' fees and costs and expenses incurred in connection therewith.

8.8. Any determination by any court of competent jurisdiction that any provision of these Articles of Association is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of these Articles of Association is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Association shall have the right by amendment to these Articles of Association to replace such provision with a new provision, as similar thereto as practicable but which in Association's reasonable opinion would be considered not to be unconscionable.

THE FOREGOING HAS BEEN APPROVED AND ADOPTED BY THE MEMBERS AS OF THE EFFECTIVE DATE.

LOT 2 OWNER:

171 N. Cora LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

_____) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of 171 N. Cora LLC .

Witness my hand and official seal.

Notary Public

My commission expires: _____

LOT 3 OWNER:

Arapahoe Partners LLC

By: _____

Name: _____

Title: _____

STATE OF _____)

_____) ss.

COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of Arapahoe Partners LLC .

Witness my hand and official seal.

Notary Public

My commission expires: _____

LOT 4 OWNER:

Ridgway Chautauqua Society, Inc,

By: _____

Name: _____

Title: _____

STATE OF _____)

_____) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of Ridgway Chautauqua Society, Inc, .

Witness my hand and official seal.

Notary Public

My commission expires: _____

DRASHAN CONDOMINIUMS ASSOCIATION:

The Drashan Condominiums Owners Association, Inc.,
a Colorado nonprofit corporation

By: _____

Name: _____

Title: _____

STATE OF _____)

_____) ss.
COUNTY OF _____)

Subscribed to and acknowledged before me this ____ day of _____, 2018 by _____
as the _____ of The Drashan Condominiums Owners Association, Inc., a
Colorado nonprofit corporation

.

Witness my hand and official seal.

Notary Public

My commission expires: _____

EXHIBIT “A”
(Table of Allocated Interests)

Lot/Units	Number of Parking Permits	Allocated Interests
Lot 2	2	2
Lot 3	2	2
Lot 4 - 610 Arts Collective	2	2
Drashan Unit 1 - Blue Bldg	2	2
Drashan Unit 2 - Colo Boy	1	1
Drashan Unit 3 - Sherbino	2	2
Total	11	11

EXHIBIT "B"
(Depiction of Shared Parking Facilities Area)

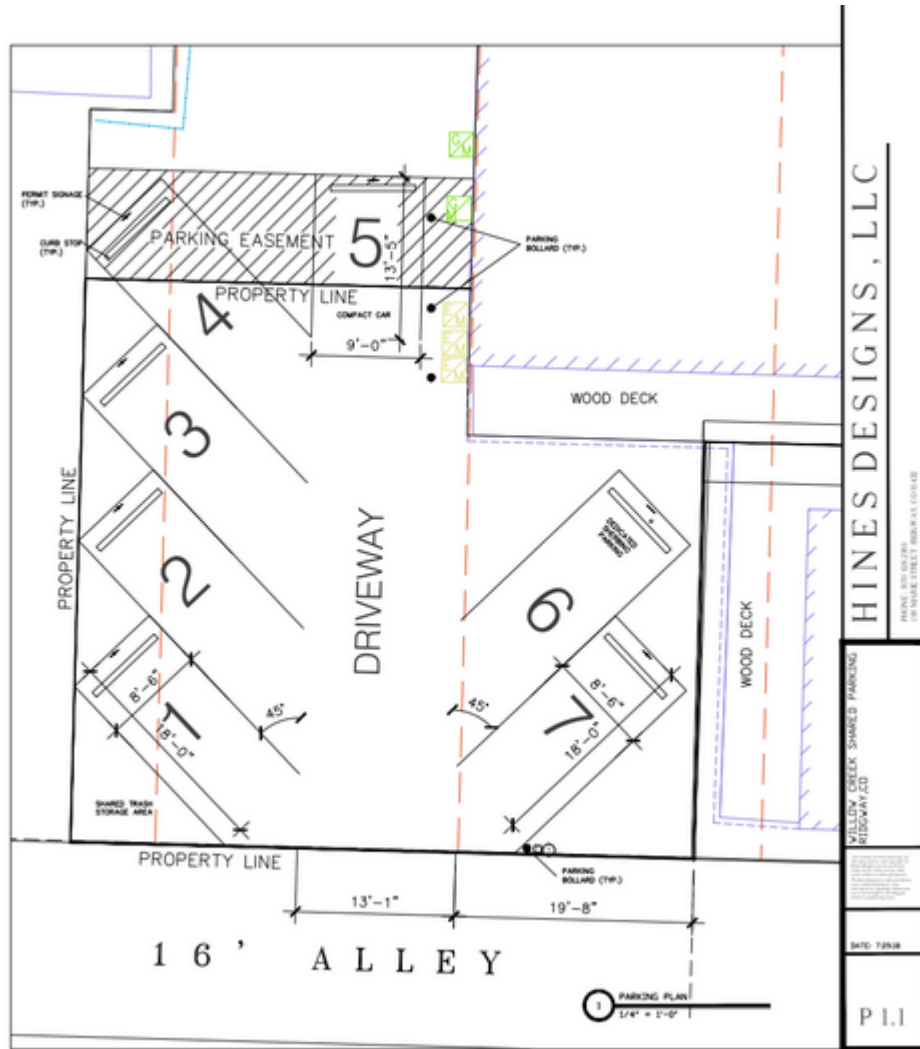


EXHIBIT "C"

(Initial Assessment Allocation)

Payee	Purpose	Amount	
Kennedy Law Firm	POA Documents	\$2,203.00	
Town of Ridgway	Plat Amendment App Fee	\$100.00	
Hines Designs	Design and Mapping	\$1,375.00	
Parking Lot Improvements	Allowance	\$4,755.00	*
Trash Storage Improvements	Allowance	\$750.00	**
Total Initial Assessment		\$9,183.00	
Total per allocated parking space		\$834.82	

Lot/Units	# of Parking Permits	Allocated Interests	Prepaid	Due within 7 days of effective date
Lot 2	2	\$1,669.64	\$1,839.00	-\$169.36
Lot 3	2	\$1,669.64	\$1,839.00	-\$169.36
Lot 4	2	\$1,669.64	\$0.00	\$1,669.64
Drashan Unit 1	2	\$1,669.64	\$0.00	\$1,669.64
Drashan Unit 2	1	\$834.82	\$0.00	\$834.82
Drashan Unit 3	2	\$1,669.64	\$0.00	\$1,669.64
Total	11	\$9,183.00	\$3,678.00	\$5,505.00

NOTES to EXHIBIT C

*based on Hines estimate plus 20% contingency

**rough estimate

1. Any payment due to Mountain Mansions in costs incurred prior to effective date of agreement to be included in first regular assessment.
2. Any funds collected in initial assessment not utilized for completion of parking lot and trash area improvements to be credited to each member's account.
3. Any cost overruns in completing improvements must be approved by unanimous consent of the board.

EXHIBIT D

WILLOW CREEK SUBDIVISION PARKING MAINTENANCE ASSOCIATION PARKING LOT IMPROVEMENT BUDGET

(Updated 7/22/18)

<u>Capital Improvement Budget - One Time Expense:</u>	
Estimate - Hines Designs services - oversight of capital project 4 hours	\$380
Removal of fence and clearing of brush along west boarder of parking lot	\$280
Seven parking blocks with three 12" spikes each 5.75" x 70.5" x 4"	\$350
Install parking blocks	\$500
Place parking space deliniation for 7 spaces	\$500
Parking lot signs installed plus laminated parking permits	\$650
Four 60" Steel Pipe - Bollards	\$350
Four bollar caps	\$70
Install 4 bollards with concrete footers - protect telephone, electric and gas utility infrastructure	\$750
Trash storage areas improvements	\$750
20% contingency	\$925
Total Capital Improvement Budget	\$5,505

**BYLAWS
OF
THE WILLOW CREEK TRADING SUBDIVISION PARKING MAINTENANCE
ASSOCIATION, INC., A COLORADO CORPORATION**

**ARTICLE I
PURPOSE**

Section 1.01. Name. The name of the corporation is The Willow Creek Trading Subdivision Parking Maintenance Association, Inc., a Colorado nonprofit corporation (the “Association”).

Section 1.02. Purpose. The purpose for which the Association is formed is to manage, administer and operate common area property interests held by properties contained within the Willow Creek Trading Subdivision, including but not limited to snow removal from public rights-of-way, maintenance of trash storage areas, managing trash removal, and maintaining and operating certain Shared Parking Facilities as defined and described in the “**Articles of Association**” recorded in Reception No. _____ in the Ouray County records and to exercise the rights, powers and authority, and fulfill the duties of the Association as provided in the Articles of Association, the Association’s Articles of Incorporation, and any amendments thereto, filed with the Secretary of State of Colorado (“**Articles of Incorporation**”), these Bylaws and any rules and regulations adopted by the Association from time to time.

Section 1.03. Definitions. Any capitalized terms used herein which are not otherwise defined by these Bylaws shall have the meanings set forth in the Articles of Association.

**ARTICLE II
MEMBERSHIP, VOTING, QUORUM, PROXIES**

Section 2.01. Membership. A “Member” of the Association is as defined in the Articles of Association.

Section 2.02. Memberships Appurtenant to Parking Permits. Each Member’s membership in the Association shall be defined in the Articles of Association, which includes the assignment of voting rights in the Association and the share of common expenses equivalent to the Allocated Interests as provided for in the Articles of Association. The Members rights and interests shall be appurtenant to the lots or units owned by the Member constituting the Properties as provided for in the Articles of Association and the ownership of such Property shall be the sole qualification for such membership. No Member may resign his, her or its Membership without the conveyance of such Property or permission from the remaining Members.

Section 2.03. Voting. In all matters on which Members are entitled to vote, each Member shall be entitled to a vote equivalent to the Allocated Interests assigned to that Member and as more fully provided in the Articles of Association, Articles of Incorporation, and these Bylaws, but subject to any limitations or restrictions contained therein.

Section 2.04. Resolution of Voting Disputes. In the event of any dispute as to the entitlement of any Member to vote or as to the results of any vote of the Members at a meeting, the Board of Directors of the Association (the “**Board**”) shall act as arbitrators and the decision of the Board shall, when rendered in writing, be final and binding.

Section 2.05. Quorum of Members. A quorum is deemed present throughout any meeting of the Members if persons entitled to cast at least 50% of the votes are present, in person or by proxy. A quorum should be maintained throughout the meeting.

Section 2.06. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the

Secretary of the Association before the appointed time of each meeting.

Section 2.07. Transfer of Memberships on Association Books. Transfers of Memberships shall be made on the books of the Association only upon presentation of evidence, satisfactory to the Association, of the transfer of ownership of the Parking Permit to which the Membership is appurtenant.

Section 2.08. Assignment of Voting Rights. A Member may not assign its right to vote.

ARTICLE III MEETINGS OF MEMBERS

Section 3.01. Place of Meeting. Meetings of the Members shall be held at the principal office of the Association or at such other place within the State of Colorado as may be fixed by the Board from time to time and specified in the notice of the meeting.

Section 3.02. Annual Meetings of Members. The first annual meeting of the Members shall be held during the fourth quarter in the year following the incorporation of this Association. Thereafter, the annual meetings of the Members shall be held during the same month of each succeeding year. At each annual meeting, the Members shall conduct such other business of the Association as may properly come before the meeting.

Section 3.03. Special Meetings of Members. The President of the Association may call a special meeting of the Association upon his or her own initiative or as directed by resolution of the Board or upon receipt of a petition signed by fifty percent (50%) of the Members. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business except as stated in the notice shall be transacted at a special meeting. Any such meetings shall be held at such place and time as the President determines within thirty (30) days after receipt by the President of such resolution or petition.

Section 3.04. Notice of Meetings. Except as otherwise provided in the Articles of Association, the Secretary shall mail or deliver written notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, to each Member, at least ten (10) but not more than fifty (50) days prior to such Association meeting. The mailing of or electronic delivery of a notice in the manner provided in this paragraph or the delivery of such notice shall be considered notice served.

Section 3.05. Adjourned Meetings. If any meeting of the Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting, from time to time, until a quorum is obtained.

ARTICLE IV BOARD OF DIRECTORS

Section 4.01. General Powers. The Board shall have the duty to manage and supervise the affairs of the Association and shall have all powers necessary or desirable to permit it to do so. Without limiting the generality of the foregoing, the Board shall have the power to exercise or cause to be exercised all of the powers, rights and authority in the Articles of Association, Articles of Incorporation, these Bylaws or under state and federal law.

Section 4.02. Number of Directors; Voting. The affairs of the Association shall be governed by a minimum of three (3) and up to five (5) directors. The Association shall initially be managed by a Board of Directors consisting of four (4) directors, one each appointed by the respective owners of Lot 2, Lot 3 and Lot 4 and one representative appointed by the Drashan Condominium Owners Association, Inc, who shall vote for all three Properties whose common property interests are managed by the Drashan Condominium Association. Directors shall be Members which, in the case of other entity Members, may include the

officers, directors, managers, employees, principals or agents, of each such entity Members, as designated by such entity. The number of directors may be increased or decreased from time to time by amendment to these Bylaws provided that the number of directors shall not be less than three and no decrease in number shall have the effect of shortening the term of any incumbent director. When acting and voting on matters coming before the Board of Directors, each Director shall have a weighted vote equivalent to the Allocated Interests assigned to the Member that the Director has been appointed to represent, as such Allocated Interests have been assigned in the Articles of Association.

Section 4.03. Qualifications. A director shall be a natural person who is eighteen (18) years of age or older and must be a Member or, if the Member is not a natural person, but is an entity, then the director must be an authorized agent of such entity.

Section 4.04. Compensation. Directors shall serve without compensation.

Section 4.05. Appointment and Election of Directors; Term of Office. Each Sub-Association shall appoint one Member to serve on the Board of Directors and represent that Sub-Association. The Board Member will hold the number of votes equal to the number of Parking Permits owned by that Sub-Association. The Board of Directors will be determined at the Annual Meeting of the Members each year.

Section 4.06. Removal of Directors; Vacancies. Any vacancy occurring in the Board (by reason of death, resignation or removal of a director) shall be selected by appointment of the Member the previous Director represented. A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office. The Directors shall not have the right to remove a director appointed by a Member, without the approval of the Member.

Section 4.07. Resignation of Directors. Any director may resign at any time by giving written notice to the Association. Such resignation shall take effect at the time the notice is received by the Association unless the notice specifies a later effective date of such resignation. Unless otherwise specified in the notice of resignation, the Association's acceptance of such resignation shall not be necessary to make it effective.

Section 4.08. Powers and Duties. The Board shall have the powers and duties necessary for the administration of the affairs of the Association including the maintenance, repair and replacement of the Common Areas and such other powers provided for in the Articles of Association. The Board may do all such acts and things except as prohibited by Colorado law, or by the Articles of Incorporation, or by the Articles of Association.

Section 4.09. No Waiver of Rights. The omission or failure of the Association or any Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations or other provisions of the Articles of Association, Articles of Incorporation, these Bylaws or the rules and regulations adopted pursuant thereto, shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the appointed managing agent shall have the right to enforce the same thereafter.

ARTICLE V MEETINGS OF THE BOARD OF DIRECTORS

Section 5.01. Place of Meeting. Meetings of the Board shall be held at the principal office of the Association or at such other place within the State of Colorado as may be fixed by the Board from time to time and specified in the notice of the meeting.

Section 5.02. Regular Meetings. A regular meeting of the Board shall be held without notice immediately after and at the same place as the annual meeting of Members. The Board may provide by resolution the time and place, either within or outside Colorado, for the holding of additional regular

meetings without other notice. The person or persons authorized to call regular meetings of the Board may fix any place, within Ridgway, Colorado, as the place for holding any meeting of the Board called by them.

Section 5.03. Special Meetings. Special meetings of the Board may be called at any time by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the Board may fix any place, within Ridgway, Colorado, as the place for holding any special meeting of the Board called by them.

Section 5.04. Notice. Notice of any special meeting of the Board shall be given at least two (2) days prior to such meeting by written notice either personally delivered or mailed to each director at his or her residence address, or by notice transmitted by telegraph, facsimile, electronic mail or other form of wire or wireless communication.

A director may waive notice of a meeting before or after the time and date of the meeting by a writing signed by such director. Such waiver shall be delivered to the Association for filing with the corporate records. Further, a director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless at the beginning of the meeting, or promptly upon his or her later arrival, the director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting.

Section 5.05. Proxies. A director shall be entitled to vote by proxy at any meeting of the Board.

Section 5.06. Quorum of Directors. A majority of the number of directors fixed in these Bylaws shall constitute a quorum for the transaction of business. A quorum should be maintained throughout the meeting.

Section 5.07. Manner of Acting. The action of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors.

Section 5.08. Presumption of Assent. A director who is present at a meeting of the Board at which action on any matter is taken shall be presumed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon his or her arrival, to the holding of the meeting or the transaction of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting, (ii) the director contemporaneously requests that his or her dissent or abstention as to any specific action taken be entered in the minutes of the meeting, or (iii) the director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before its adjournment or by the Association promptly after the adjournment of the meeting. A director may dissent to a specific action at a meeting, while assenting to others. The right to dissent to a specific action taken at a meeting of the Board or a committee of the Board shall not be available to a director who voted in favor of such action.

Section 5.09. Informal Action by Directors. Any action required or permitted to be taken at a meeting of the Board or any committee designated by the Board may be taken without a meeting if a written consent (or counterparts thereof) that sets forth the action so taken is signed by both of the directors entitled to vote with respect to the action taken. Such consent shall have the same force and effect as a unanimous vote of the directors and may be stated as such in any document. Unless the consent specifies a different effective date, action taken under this Section 5.09 is effective at the time the last director signs a writing describing the action taken, unless, before such time, any director has revoked his or her consent by a writing signed by the director and received by the President or Secretary of the Association and filed with the management company.

Section 5.10. Telephonic or other Electronic Meetings. The Board may permit any director (or any member of a committee designated by the Board) to participate in a regular or special meeting of the Board through the use of any means of communication by which all directors participating in the meeting can hear each other during the meeting. A director participating in a meeting in this manner is deemed to be present in person at the meeting.

Section 5.11. Standard of Care. A director shall perform his or her duties as a director, including without limitation his or her duties as a member of any committee of the Board, in good faith, in a manner he reasonably believes to be in the best interests of the Association, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances. In performing his or her duties, a director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by the persons herein designated. However, he shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance to be unwarranted. A director shall not be liable to the Association or its Members for any action he takes or omits to take as a director if, in connection with such action or omission, he or she performs his or her duties in compliance with this Section 5.11.

ARTICLE VI OFFICERS AND AGENTS

Section 6.01. General. The officers of the Association shall be a President, a Secretary and a Treasurer, each of whom shall be a natural person eighteen (18) years of age or older. The Board or an officer or officers authorized by the Board may appoint such other officers, assistant officers, committees and agents, including a chairman of the board, assistant secretaries and assistant treasurers, as they may consider necessary. The Board or the officer or officers authorized by the Board shall from time to time determine the procedure for the appointment of officers, their term of office, their authority and duties and their compensation. An officer may hold more than one position. In all cases where the duties of any officer, agent or employee are not prescribed by these Bylaws or by the Board, such officer, agent or employee shall follow the orders and instructions of the President of the Association.

Section 6.02. Appointment and Term of Office. The officers of the Association shall be appointed by the Board after each annual meeting of the Board held after each annual meeting of the Members. If the appointment of officers is not made at such meeting or if an officer or officers are to be appointed by another officer or officers of the Association, such appointments shall be made as soon thereafter as conveniently may be. Each officer shall hold office until the first of the following occurs: (1) his or her successor shall have been duly appointed and qualified, (2) his or her death, resignation, or removal in the manner provided in Section 6.03.

Section 6.03. Resignation of Officers. An officer may resign at any time by giving written notice of resignation to the Association. The resignation is effective when the notice is received by the Association unless the notice specifies a later effective date.

Section 6.04. Removal of Officers. Any officer or agent may be removed at any time with or without cause by the Board or an officer or officers authorized by the Board. Such removal does not affect the contract rights, if any, of the Association or the person so removed. The appointment of an officer or agent shall not in itself create contract rights.

Section 6.05. Vacancies. A vacancy in any office, however occurring, may be filled by the Board, or by the officer or officers authorized by the Board, for the unexpired portion of the officer's term. If an officer resigns and his or her resignation is made effective at a later date, the Board, or officer or officers authorized by the Board, may permit the officer to remain in office until the effective date and may fill the pending vacancy before the effective date if the Board or officer or officers authorized by the Board provide that the successor shall not take office until the effective date. In the alternative, the Board, or

officer or officers authorized by the Board, may remove the officer at any time before the effective date and may fill the resulting vacancy.

Section 6.06. President. Subject to the direction and supervision of the Board, the President shall be the chief executive officer of the Association and shall have general and active control of its affairs and business and general supervision of its officers, agents and employees. The President shall preside at all meetings of the Board.

Section 6.07. Secretary. The Secretary, with the support of the management company, shall (i) prepare and maintain as permanent records the minutes of the proceedings of the Members or Board without a meeting, a record of all actions taken by a committee of the Board in place of the Board on behalf of the Association, and a record of all waivers of notice of meetings of Members and of the Board or any committee thereof, (ii) see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law, (iii) serve as custodian of the corporate records and of the seal of the Association and affix the seal to all documents when authorized by the Board, (iv) keep at the Association's registered office or principal place of business a record containing the names and addresses of all Members, (v) maintain at the Association's principal office the original or copies of the Articles of Incorporation, Bylaws, minutes of all Members' meetings and records of all action taken by Members without a meeting for the past three years, a copy of the Association's most recent corporate report filed with the Secretary of State, (vi) authenticate records of the Association, (vii) prepare, execute, certify and record amendments to the Articles of Association on behalf of the Association, and (viii) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board. Assistant Secretaries, if any, shall have the same duties and powers, subject to supervision by the Secretary. The directors and/or Members may however respectively designate a person other than the Secretary or Assistant Secretary to keep the minutes of their respective meetings.

Any books, records, or minutes of the Association may be in written form or in any form capable of being converted into written form within a reasonable time.

Section 6.08. Treasurer. The Treasurer, with the support of the management company, shall be the principal financial officer of the Association, shall have the care and custody of all funds, securities, evidences of indebtedness and other personal property of the Association and shall deposit the same in accordance with the instructions of the Board. He shall receive and give receipts and acquittances for money paid in on account of the Association, and shall pay out of the Association's funds on hand all bills, payrolls and other just debts of the Association of whatever nature upon maturity. He shall perform all other duties incident to the office of the Treasurer and, upon request of the Board, shall make such reports to it as may be required at any time. He or she shall, if required by the Board, give the Association a bond in such sums and with such sureties as shall be satisfactory to the Board, conditioned upon the faithful performance of his or her duties and for the restoration to the Association of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Association. He or she shall have such other powers and perform such other duties as may from time to time be prescribed by the Board or the President. The Assistant Treasurers, if any, shall have the same powers and duties, subject to the supervision of the Treasurer.

ARTICLE VII INDEMNIFICATION

Section 7.01. Indemnification. For purposes of this Article VII, a "Proper Person" means any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal, by reason of the fact that he is or was a director, officer, employee, fiduciary or agent of the Association, or is or was serving at the request of the Association as a director, officer, partner, trustee, employee, fiduciary or agent of any foreign or domestic profit or nonprofit corporation or of any

partnership, joint venture, trust, profit or nonprofit corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company, or other enterprise or employee benefit plan. The Association shall indemnify any Proper Person against reasonably incurred expenses (including attorneys' fees), judgments, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement reasonably incurred by him or her in connection with such action, suit or proceeding if it is determined by the groups set forth in Section 7.04 of this Article that he or she conducted himself or herself in good faith and that he or she reasonably believed (i) in the case of conduct in his or her official capacity with the Association, that his or her conduct was in the Association's best interests, or (ii) in all other cases (except criminal cases), that his or her conduct was at least not opposed to the Association's best interest, or (iii) in the case of any criminal proceeding, that he or she had no reasonable cause to believe his or her conduct was unlawful. A Proper Person will be deemed to be acting in his or her official capacity while acting as a director, officer, employee or agent on behalf of this Association and not while acting on this Association's behalf for some other entity.

No indemnification shall be made under this Article VII to a Proper Person with respect to any claim, issue or matter in connection with a proceeding by or in the right of a corporation or in connection with any proceeding charging that the Proper Person derived an improper personal benefit, whether or not involving action in an official capacity, in which he or she was adjudged liable on the basis that he or she derived an improper personal benefit. Further, indemnification under this Section in connection with a proceeding brought by or in the right of the Association shall be limited to reasonable expenses, including attorneys' fees, incurred in connection with the proceeding.

Section 7.02. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent shall not of itself create a presumption that the person seeking indemnification did not meet the standards of conduct described in Section 7.01 of this Article. Entry of a judgment by consent as part of a settlement shall not be deemed an adjudication of liability, as described in Section 7.02 of this Article.

Section 7.03. Groups Authorized to Make Indemnification Determination. Except where there is a right to indemnification as set forth in Sections 7.01 or 7.02 of this Article or where indemnification is ordered by a court in Section 7.05, any indemnification shall be made by the Association only as authorized in this specific case upon a determination by a proper group that indemnification of the Proper Person is permissible under the circumstances because he or she has met the applicable standards of conduct set forth in Section 7.01 of this Article. This determination shall be made by the Board by the unanimous vote of those present at a meeting. If a quorum of the Board cannot be obtained and the committee cannot be established, or even if a quorum is obtained and the directors so direct, the determination shall be made by (i) independent legal counsel selected by the Board or the committee in the manner specified in this Section 7.04 or (ii) a vote of the Members.

Section 7.04. Court-Ordered Indemnification. Any Proper Person may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction for mandatory indemnification under Section 7.02 of this Article, including indemnification for reasonable expenses incurred to obtain court-ordered indemnification. If the court determines that such Proper Person is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not he met the standards of conduct set forth in Section 7.01 of this Article or was adjudged liable in the proceeding, the court may order such indemnification as the court deems proper except that if the Proper Person has been adjudged liable, indemnification shall be limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

Section 7.05. Advance of Expenses. Reasonable expenses (including attorneys' fees) incurred in defending an action, suit or proceeding as described in Section 7.01 may be paid by the Association to any Proper Person in advance of the final disposition of such action, suit or proceeding upon receipt of (i) a written affirmation of such Proper Person's good faith belief that he has met the standards of conduct

prescribed by Section 7.01 of this Article, (ii) a written undertaking, executed personally or on the Proper Person's behalf, to repay such advances if it is ultimately determined that he did not meet the prescribed standards of conduct (the undertaking shall be an unlimited general obligation of the Proper Person but need not be secured and may be accepted without reference to financial ability to make repayment), and (iii) a determination is made by the proper group (as described in Section 7.04 of this Article) that the facts as then known to the group would not preclude indemnification. Determination and authorization of payments shall be made in the same manner specified in Section 7.04 of this Article.

Section 7.06. Witness Expenses. The sections of this Article VII do not limit the Association's authority to pay or reimburse expenses incurred by a director in connection with an appearance as a witness in a proceeding at a time when he has not been made a named defendant or respondent in the proceeding.

Section 7.07. Report to Members. Any indemnification of or advance of expenses to a director in accordance with this Article VII, if arising out of a proceeding by or on behalf of the Association, shall be reported in writing to the Members with or before the notice of the next annual meeting of the Members.

ARTICLE VIII

PROVISION OF INSURANCE

Section 8.01. Directors and Officers. By action of the Board, notwithstanding any interest of the directors in the action, the Association must purchase and maintain insurance, in such scope and amounts as the Board deems appropriate and mandated by the state of Colorado, on behalf of any person who is or was a director, officer, employee, fiduciary or agent of the Association, or who, while a director, officer, employee, fiduciary or agent of the Association, is or was serving at the request of the Association as a director, officer, partner, trustee, employee, fiduciary or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, profit or nonprofit unincorporated association, limited liability company or other enterprise or employee benefit plan, against any liability asserted against, or incurred by, him or her in that capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of Article VII or applicable law. Any such insurance may be procured from any insurance company designated by the Board of the Association, whether such insurance company is formed under the laws of Colorado or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Association has an equity interest or any other interest, through stock ownership or otherwise.

Section 8.02. Managing Agent. If the Association or the Board delegates powers relating to the collection, deposit, transfer or disbursement of funds to a managing agent or management company, the Association shall require:

- (a) that fidelity coverage or bonds shall be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees, and employees;
- (b) that any managing agent or management company maintain all funds and accounts of the Association separate from the funds and accounts of other associations so managed, and maintain all reserve accounts of each association so managed separate from operational accounts of each association; and
- (c) that an annual accounting for Association funds and a financial statement be prepared and presented to the Association by the managing agent, a public accountant or a certified public accountant.

ARTICLE IX MORTGAGES

Section 9.01. Notice of Unpaid Common Assessments. The Board, whenever so requested in writing by a mortgagee of a Lot, shall promptly report any then unpaid Common Assessments due from, or any other default by, the owner of a mortgaged Lot.

Section 9.02. Notice of Default. The Board, when giving notice to a Member of a default in paying Common Assessments or other default, shall send a copy of such notice to each holder of a mortgage covering such Member whose name and address has theretofore been furnished to the Board.

Section 9.03. Examination of Books. Each Member and each mortgagee of a Member shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once each month. Requested copies to be billed accordingly.

ARTICLE X MISCELLANEOUS

Section 10.01. Notice of Lien or Suit. An Owner shall give notice to the Association of every lien or encumbrance upon the Owner's Lot(s), other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title to the Owner's Lot(s), and such notice shall be given in writing within five (5) days after the Owner has knowledge thereof.

Section 10.02. Amendments. The Board shall have power, to the maximum extent permitted by the Colorado law, to make, amend and repeal the Bylaws at any regular or special meeting of the Board unless the Members, in making, amending or repealing a particular bylaw, expressly provide that the directors may not amend or repeal such bylaw. The Members also shall have the power to make, amend or repeal the Bylaws at any annual meeting or at any special meeting called for that purpose. The Secretary of the Association shall have the power to prepare, execute, certify and record amendments to the Articles of Association on behalf of the Association.

Section 10.03. Gender. The masculine gender is used in these bylaws as a matter of convenience only and shall be interpreted to include all as the circumstances indicate.

Section 10.04. Conflicts. In the event of any irreconcilable conflict between these Bylaws and either the Articles of Incorporation or the Articles of Association, the Articles of Incorporation or the Articles of Association as the case may be shall control.

Section 10.05. Controlling Law. These Bylaws are controlled by and shall always be consistent with the provisions of the Colorado Revised Nonprofit Corporation Act, the Articles of Association and the Articles of Incorporation, as any of the foregoing may be amended and supplemented from time to time.

Section 10.06. Limitations on Actions. No part of the earnings of the Association shall inure to the benefit of its directors, officers, employees, agents or other private persons except the Association is authorized to pay reasonable compensation for services rendered by such persons, except that directors shall not be compensated for services rendered as directors.

Section 10.07. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of WILLOW CREEK TRADING SUBDIVISION

SHARED PARKING ASSOCIATION, INC, have hereunto set our hands this _____ day of _____,
2018.

DIRECTORS:

Seth Cagin

Ralph Stellmacher

Sue Husch

Patrick O'Leary

STAFF REPORT

Request: Plat Amendment
Legal: Willow Creek Trading Subdivision, including Drashan Condominiums
Address: 161, 171, and 189 N Cora; 602, 604, and 610 Clinton St.
Parcel #s: 430516224003, 430516224002, 430516240003, 430516240002, 430516240001, 430516224004
Zone: Historic Business (HB)
Applicant: Willow Creek Trading Subdivision Parking Maintenance Association, Inc.
Owners: Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc.
Initiated By: Shay Coburn, Planner
Date: July 31, 2018

REQUEST

Applicant is requesting to amend the Willow Creek Trading Subdivision plat map recorded with the Ouray County Clerk and Recorder at reception number 177032. The request is to clean up and clarify the current shared parking and access area.

This application is a result of a multi-step process. First, the owner of 171 N Cora, Seth Cagin, applied for a variance at the Planning Commission meeting on October 31, 2017. The variance request was denied as the criteria for a variance were not met. The Planning Commission encouraged the applicant to work with the neighboring building owners to make better use of the shared parking area. Mr. Cagin did that and came back to the Planning Commission on March 27, 2018 to request a variance for two parking spaces, one for a residential (planned to be a short-term rental) use on the top floor of his building at 171 N Cora and another one for a residential (planned to be a short-term rental) use within the 167 N Cora building. The variance for these two parking spaces was granted with the conditions that the Applicant apply for a plat amendment to reflect the changes proposed in the application and that the proposed improvements to the shared parking area are completed as proposed in the application. The Applicant then submitted a plat amendment application at last month's Planning Commission meeting on June 26, 2018. The Planning Commission recommended approval to Town Council with a few conditions. Since that time, the Applicant has made additional progress that has resulted in a few material changes that staff felt were important to bring back to the Planning Commission. Changes to this staff report are mostly noted in *italics*.



An application was submitted May 24, 2018 accompanied by a copy of the Willow Creek Trading Subdivision and Drashan Condominiums plat maps, a copy of the current shared parking agreement, two letters from the Willow Creek Subdivision Parking Maintenance Association dated May 23, 2018, a *revised* map that will serve as an exhibit to this new parking agreement, and certificate of good standing, bylaws and *revised* articles of association for the new Willow Creek Trading Subdivision Parking Maintenance Association. A

letter dated July 24, 2018 was also submitted. The property and public hearing have been noticed in compliance with the Town Municipal Code.

CODE REQUIREMENTS

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

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

ANALYSIS

The subject property is part of the Willow Creek Trading Subdivision with a final plat recorded in February 2002. In December of 2002, a Shared Parking Area Agreement was recorded for all three lots within the Willow Creek Trading Subdivision, leaving Lot 4 with an easement to access and provide parking on its own lot. This agreement clarified the number of spaces designated to each lot, identified that the shared parking area is on Lot 1, and provided a provision for shared maintenance. In January 2007, Lot 1 of Willow Creek Trading Subdivision was condominiumized by the Drashan Condominiums plat map and the Shared Parking Area Agreement was referenced, not changed.

The table below shows each unit that is part of the Willow Creek Trading Subdivision, the current parking requirement, and the parking required for the proposed/desired change in use.

Address	Legal Address	Current Use (sq. ft.)	Parking Required*	Desired Use (sq. ft.)	Parking Required
167 N Cora	Willow Creek Trading Subdivision Lot 3	Office/commercial (1761 sf)	0	Convert 2 nd floor into residence (≤867.5 sf)	2**
171 N Cora	Willow Creek Trading Subdivision Lot 2	Office/commercial (1560 sf)	0	Convert 2 nd floor into residence (≤787.6 sf)	2**
189 N Cora	Drashan Condominiums Unit 3	Residence (1483 sf)	2	Same	2
602 Clinton	Drashan Condominiums Unit 2	Colorado Boy Brewery (974 sf)	0	Same	0
604 Clinton	Drashan Condominiums Unit 1	Sherbino Theater (3024 sf)	0	Same	0
610 Clinton	Willow Creek Trading Subdivision Lot 4	Sherbino Theater (1409 sf)	1	Same	1
TOTAL			3	TOTAL	7

*Parking required as of today includes lawful non-conformities. Parking requirements in the HB districts were amended in 2007.

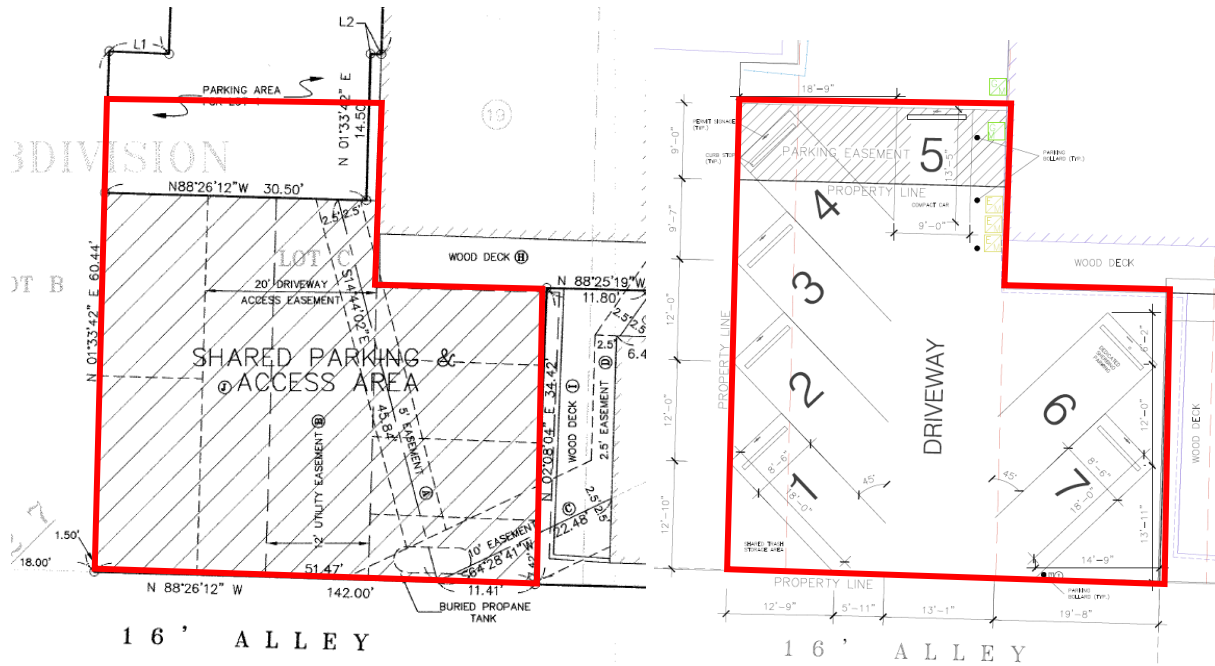
**A variance was granted to allow each of these buildings to only provide one parking space for their 2nd floor residence. The code currently requires 2 parking spaces for all units greater than 600 square feet. In 2010 the Town increased the size of Accessory Dwelling Units (ADUs) to 800 sf (Ordinance 08-2010) and retained the requirement for one off-street parking space for ADUs.

Current uses (including legal non-conformities) are required to provide a total of three spaces. Given the uses desired, these properties are collectively required to provide nine parking spaces, but with the variance granted in March 2018 they are collectively required to provide seven spaces. Per the Shared Parking Area Agreement, recorded in 2002, there are currently five dedicated off-street parking spaces, three for Lot 1 and one each for Lots 2 and 3. The shared parking agreement has not worked well as these five parking spaces are not clearly delineated or physically available on the site. The Applicant has proposed a parking area layout that would provide for six off-street parking spaces *plus one parking space (space 5) that is not compliant with the Town's standard size (as put forth in the Town's Standards and Specifications for parking lots). At the last hearing in June this parking space was proposed to be just one foot shorter than the requirements but is now 4.5 feet smaller. Staff understands this is to accommodate drainage on Lot 4.* Given the extraneous effort to make the limited space work with the preexisting buildings and code requirements *staff doesn't feel that this detail should impact the progress made by the Applicant. In the end, the proposed parking area provides six parking spaces plus one short space that could be used by a small car.*

To help solve the larger issue of off-street parking, the association is proposing a parking permit system with the idea that all permit holders are required to park in an off-street space unless they are all full. This would encourage all of the off-street parking to be utilized before any public or on-street parking is used making the best possible use of the off-street parking area available. Staff applauds this effort; however, with enforcement planned to be a private matter, including prioritizing parking off-street, this will no doubt be very tricky for this newly formed association. The Town does not enforce private covenants, which often translates into very challenging enforcement issues for Owner's Associations. In addition, this proposal includes improving the current shared parking area by cleaning it up with curb stops, striping, parking space/permit signage, and parking bollards to protect existing utilities and improvements. The parking permit system proposed would issue 11 permits for the *six (seven if you count the small space)* spaces available. The 11 permits are intended to conform with the parking requirements in the RMC today, not considering the lawful non-conformities, and including the variance granted (one space each for Lot 2 and Lot 3).

Address	Legal Address	Current/ <u>Desired</u> Use (sq. ft.)	Parking Permits
167 N Cora	Willow Creek Trading Subdivision Lot 3	1 st floor commercial (~900 sf), <u>2nd floor residence</u> (≤867.5 sf)	2
171 N Cora	Willow Creek Trading Subdivision Lot 2	1 st floor commercial (~800 sf), <u>2nd floor residence</u> (≤787.6 sf)	2
189 N Cora	Drashan Condominiums Unit 3	Residence (1483 sf)	2
602 Clinton	Drashan Condominiums Unit 2	Colorado Boy Brewery (974 sf)	1
604 Clinton	Drashan Condominiums Unit 1	Sherbino Theater (3024 sf)	2
610 Clinton	Willow Creek Trading Subdivision Lot 4	Sherbino Theater (1409 sf), <u>future expansion</u> (unknown)	2
TOTAL			11

In addition, 610 Clinton/Sherbino would like to secure the opportunity to have credit for having two off-street parking spaces (two parking permits) as they are planning for a future expansion. Currently, plans for the future expansion are unknown. Granting approvals for future unknown expansions is not recommended by staff. Furthermore, the RMC allows for a fee-in-lieu for commercial parking spaces beyond the first three that are required on site. This could be an option for future expansions.



Left: portion of current plat map to be revised; right: proposed revision of shared parking and access area, note the smaller easement on Lot 4.

This plat amendment, if approved, would include the following:

1. Repealing and replacing the existing 2002 shared parking area agreement recorded at reception number 179550 with the new Articles of Association of the Willow Creek Trading Subdivision Parking Maintenance Association, Inc.
2. Revision of the Shared Parking and Access Area per the submitted map that is also planned to be recorded as an exhibit of the Amendment 1 and will be included in the Articles of Association. This includes rearranging the layout of the parking spaces, adding some bollards, shared trash storage area, curb stops, and signage. This also includes adding an easement on Lot 4 that will be utilized as part of the shared parking and access area. As such, the 20' Driveway and Access Easement and the "Parking Area for Lot 4" note will be removed as they will no longer be needed. Easements A, B and C on the current plat map will remain unchanged. In addition, a drainage easement across Lots 2 and 3, to be added to the map, will be dedicated for the benefit of Lot 4.
3. Amending Plat Note J to read:

Current: The area designated as Shared Parking Area as included on Lot 1 shall be constructed as delineated, with a center isle of no less than 20 feet in width. All off-street parking requirements of Section 7-3-10(C)(1) shall be met, with respect to residential units within the subdivision and designated parking for such residential units.

New: The area designated as Shared Parking and Access Area as indicated on Lot 1 and Lot 4 shall be constructed as delineated in Exhibit A of this Amendment 1. There shall be a blanket access, parking, utility and drainage easement for all Lots of the Willow Creek Trading Subdivision within the Shared Parking and Access Area.

4. Amending Plat Note K to read:

Current: The owners of Lots 1, 2, 3 and 4 shall have ingress and access to their respective parking spaces as delineated on site. No fences or other impediments shall be constructed within the Shared Parking Area. Lot 4 parking area will be on Lot 4.

New: The owners of Lots 1, 2, 3 and 4 shall have ingress and access to their respective parking spaces as delineated by Exhibit A of this Amendment 1.

5. Amend General Plat Note 2:

Current: There is one dwelling unit allowed on Lot 1 and one dwelling unit on Lot 4, other dwelling units created or requested at any time shall comply with the requirements of Municipal Code Section 3-4-1(B).

New: The maximum number of dwellings units allowed is four (4), one dwelling unit on each of lots 1, 2, 3, and 4, for which applicable excise tax has been paid.

Note that excise tax will be due for Lots 2 and 3 before this plat amendment is recorded with the County.

STAFF RECOMMENDATION

The Applicant has done a lot of work to reconcile and clean up existing documents and procedures offering a much better solution to the shared parking area use and maintenance. This plat amendment will replace the existing parking agreement and with the easement on Lot 4 and some reconfiguration will add additional off-street parking spaces, making the best use of the existing shared parking and access area.

Staff recommends that the Planning Commission recommend approval of this plat amendment to the Town Council, subject to the following conditions:

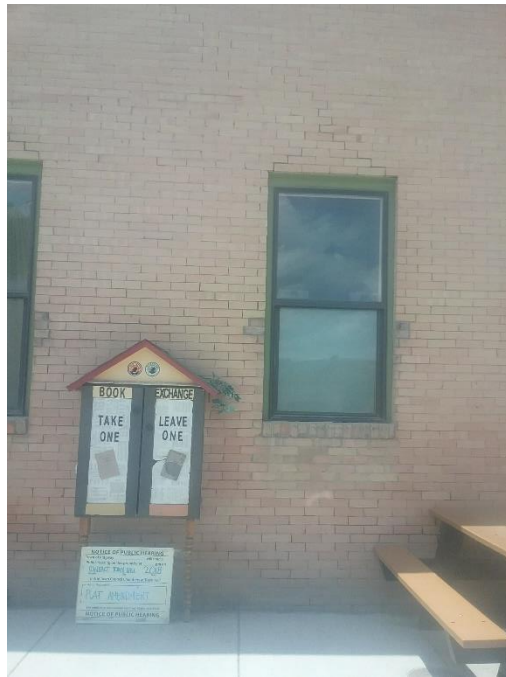
1. *Final review by the Town Attorney of: Amendment 1 to the Willow Creek Trading Subdivision and the Association Articles and Bylaws, and incorporation of any requested changes.*
2. *Articles of Association edits:*
 - a. *Under 5.13, add to the end of the sentence "... its agents or assigns, levied against the Willow Creek Trading Subdivision Parking Maintenance Association."*
 - b. *Under 8.1 edit the last sentence to say "It is agreed among all parties that in the event of the dissolution of this association, the perpetual driveway easement serving Willow Creek Trading Subdivision Lot 4 can be restored to provide access to Lot 4, consistent with the rights granted prior to the recording of this Plat Amendment, subject to approval by the Town through the Plat Amendment process."*
 - c. *Ensure consistency with terms used (i.e.: update the title of Amendment 1 to reflect the revised title, use "Shared Parking and Access Area" rather than "Shared Parking Facilities Area" as it seems there is no need to define a new term).*
 - d. *Replace the map in Exhibit B after edited per below comments.*
3. *Map/Exhibit B edits:*
 - a. *Add a label for "Shared Parking & Access Area (J)".*

- b. Add a note that states, "Easements A, B, and C on the Willow Creek Trading Subdivision plat map recorded under reception number 177032 remain unchanged with this plat amendment."*
 - c. Add drainage easement between lots 2 and 3 if needed to accommodate drainage from Lot 4. This will also need to be added to the text amendment.*
- 4. Complete improvements to the Shared Parking and Access Area within the 90 days allowed by the code to meet all conditions of approval. This includes all items listed in Exhibit D of the proposed Articles of Association:*
 - a. Removal of fence and clearing of brush along west boarder of parking lot*
 - b. Seven parking blocks with three 12" spikes each 5.75" x 70.5" x 4"*
 - c. Install parking blocks*
 - d. Place parking space delineation for 7 spaces*
 - e. Parking lot signs installed plus laminated parking permits*
 - f. Four 60" Steel Pipe - Bollards*
 - g. Four bollard caps*
 - h. Install 4 bollards with concrete footers - protect telephone, electric and gas utility infrastructure*
 - i. Trash storage areas improvements*

While this plat amendment will allow for changes in use on Lots 2 and 3 of the Willow Creek Trading Subdivision, it does not approve future changes in use or expansions and their associated parking requirements.

EXHIBITS

Exhibit 1 – Draft Amendment 1 to the Willow Creek Trading Subdivision Final Plat and Repealing and Replacing the 2002 Shared Parking Agreement Between Lots 1, 2, and 3 of the Willow Creek Subdivision





Properties posted starting at 167 N Cora moving north and then west to 610 Clinton St.

DRAFT

**AMENDMENT 1 to the WILLOW CREEK TRADING SUBDIVISION FINAL PLAT AND
REPEALING AND REPLACING THE 2002 SHARED PARKING AGREEMENT BETWEEN
LOTS 1, 2 AND 3 OF THE WILLOW CREEK SUBDIVISION AND ADDING A DRAINAGE
EASEMENT ACROSS LOTS 2 AND 3 FOR THE BENEFIT OF LOT 4**

Whereas, the plat map entitled “Willow Creek Trading Subdivision” was executed by Richard E. Fike as Declarant on the 18th day of December, 2001, and the Town of Ridgway on the 29th day of January, 2002, and was recorded in the Ouray County Clerk and Recorder on the 21st day of February, 2002 at Reception Number 177032; and

Whereas, the Owners of Lots 1, 2, and 3 of the Willow Creek Trading Subdivision, entered into a Shared Parking Area Agreement recorded on December 12, 2002 at Reception Number 179550; and

Whereas, it is desired by the property owners of all lots within the Willow Creek Trading Subdivision, including: Lot 1, now referred to as the Drashan Condominiums Subdivision recorded in Ouray County records on January 23, 2007 at Reception Number 194017, Lot 2, Lot 3 and Lot 4, to amend the Willow Creek Subdivision Plat Map and also repeal and replace the 2002 Shared Parking Area Agreement to allow for additional usable parking spaces and put forth an active management structure for the Shared Parking & Access Area; and

Whereas, the current Shared Parking Area Agreement, including the Shared Parking and Access Area Map, does not function well; and

Whereas, it is desired by the property owners of all lots within the Willow Creek Trading Subdivision to amend Plat Notes J, K and General Plat Note 2 of the Willow Creek Trading Subdivision Plat Map to reflect the desired changes in the shared parking and access area; and

Whereas, all easements and plat notes on the Willow Creek Trading Subdivision plat map recorded at Reception Number 177032 not explicitly amended by this Amendment 1 remain unchanged; and

Whereas, the property owners within the Willow Creek Trading Subdivision desire to create a legal entity to administer and manage the shared parking arrangement and have therefore created the Willow Creek Trading Subdivision Parking Maintenance Association, Inc. a Colorado Corporation; and

Whereas, Lot 4 had its own dedicated onsite parking area on the Willow Creek Trading Subdivision Plat Map and was not a participant or signatory with the original 2002 Shared Parking Area Agreement, and Lot 4 will now participate in the Willow Creek Trading Subdivision Parking Maintenance Association, Inc., including dedication of an

easement on Lot 4 for the benefit of the Willow Creek Trading Subdivision Parking Maintenance Association, Inc.; and

Whereas, the owners of Lots 2 and 3 desire to dedicate a drainage easement across their properties for the benefit of Lot 4; and

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

Now, therefore,

1. The 2002 Shared Parking Area Agreement recorded with the Ouray County Clerk and Recorder at reception number 179550 is repealed and replaced by Articles of Association of the Willow Creek Trading Subdivision Parking Maintenance Association, Inc. recorded by the Ouray County Clerk and Recorder at reception number _____.
2. The Shared Parking & Access Area on the Willow Creek Trading Subdivision plat map recorded with the Ouray County Clerk and Recorder at reception number 177032 is amended per Exhibit A, as attached herein.
3. The Owner of Lot 4 dedicates an Access, Parking, Utility and Drainage Easement for the benefit of Willow Creek Trading Subdivision Parking Maintenance Association, Inc., as shown on Exhibit A of this Amendment 1. This area is added to the Shared Parking & Access Area that is currently on Lot 1 and reference by Plat Note J.
4. Plat Note J in the "Plat Notes Regarding Shared Parking Area" note of the Willow Creek Trading Subdivision recorded at Reception Number 177032 is amended to read, in its entirety, as follows:

The area designated as "Shared Parking & Access Area" as indicated on Lot 1 and Lot 4 shall be constructed as delineated in Exhibit A of this Amendment 1. There shall be a blanket access, parking, utility and drainage easement for all Lots of the Willow Creek Trading Subdivision within the Shared Parking and Access Area.

5. Plat Note K in the "Plat Notes Regarding Shared Parking Area" note of the Willow Creek Trading Subdivision recorded at Reception Number 177032 is amended to read, in its entirety, as follows:

The owners of Lots 1, 2, 3 and 4 shall have ingress and access to their respective parking spaces as delineated by Exhibit A of this Amendment 1.

6. General Plat Note 2 is amended to read, in its entirety, as follows

The maximum number of dwellings units allowed is four (4), one dwelling unit on each of lots 1, 2, 3, and 4, for which applicable excise tax has been paid.

7. A drainage easement across Lots 2 and 3, as shown on the attached Exhibit A of this Amendment 1, is dedicated for the benefit of Lot 4.

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

Dated this _____ day of _____, 2018.

Approved by the Planning Commission on _____, 2018.

Approved by the Town Council on _____, 2018.

Town of Ridgway, Colorado

Attest:

By: _____
Mayor John I. Clark

By: _____
Town Clerk, Pam Kraft

STATE OF COLORADO)
)
COUNTY OF OURAY) ss

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

Witness my hand and official seal.

[SEAL]

Notary Public

Willow Creek Trading Subdivision, Lot 2

By: _____
171 N Cora LLC

STATE OF COLORADO)
)
COUNTY OF OURAY) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, 171 N Cora LLC.

Witness my hand and official seal.

[SEAL]

Notary Public

Willow Creek Trading Subdivision, Lot 3

By: _____
Arapahoe Partners LLC

STATE OF COLORADO)
)
COUNTY OF OURAY) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, Arapahoe Partners LLC.

Witness my hand and official seal.

[SEAL]

Notary Public

Willow Creek Trading Subdivision, Lot 4

By: _____
Ridgway Chautauqua Society, Inc.

STATE OF COLORADO)
)
COUNTY OF OURAY) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, Ridgway Chautauqua Society, Inc.

Witness my hand and official seal.

[SEAL]

Notary Public

Drashan Condominiums Association (Willow Creek Subdivision, Lot 1)

By: _____
President, Drashan Condominiums Association, Inc.

STATE OF COLORADO)
)
COUNTY OF OURAY) ss

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, President, Drashan Condominiums Association, Inc.

Witness my hand and official seal.

[SEAL]

Notary Public

AGENDA ITEM #9



To: Ridgway Community
From: Jen Coates, Town Manager
Date: July 18, 2018
RE: Fire Restrictions downgraded to Stage 1 within the Town of Ridgway

In follow-up to Stage 2 restrictions implemented on June 19, 2018, and due to subsequent rains and the downgrading to Stage 1 restrictions within Ouray County, the following Stage 1 restrictions are in place for the Town of Ridgway, effective July 18th, 2018:

THE FOLLOWING ACTIVITIES ARE BANNED UNDER STAGE 1 FIRE RESTRICTIONS:

- Building, maintaining, attending or using a campfire.
- Open burning of any kind including burning of trash or debris, burning of ditches, open charcoal or wood fires.
- Use of all fireworks and use of explosives.
- Smoking on public property, except in an enclosed vehicle, trailer, or building.
- Disposal of cigarette butts anywhere outdoors.
- Operating a chainsaw, without an approved spark arrester and without a chemical pressurized fire extinguisher and pointed shovel, kept within immediate reach of the operator, and as an allowable use in the zoning district.
- Welding or use of torch with open flame except in a barren or area cleared of all flammable materials at least 10 feet on all sides from the equipment, and as an allowable use in the zoning district.

THE FOLLOWING ACTIVITIES ARE PERMITTED UNDER STAGE 1 FIRE RESTRICTIONS:

- Cooking on manufactured charcoal, liquid fuel or propane gas grills or other manufactured liquid fuel cookstoves.
- Fires in chiminea type manufactured enclosures on private property.

These restrictions shall remain in effect until modified or revoked by further order of the Town Council.

Thank you for your cooperation in keeping our community safe and beautiful!

Please call Jen Coates in Ridgway Town Hall at (970) 626-5308 ext. 212 with any questions.

AGENDA ITEM #10

Resolution No. 18-08

**Resolution of the Town Council of Ridgway, Colorado
Amending the Town of Ridgway Water Conservation and Management Plan**

WHEREAS, the water supply for the Town of Ridgway is a precious, valuable and critical resource for the Ridgway community; and

WHEREAS, the Town of Ridgway, State of Colorado and the United States have seen periods of drought that significantly impact the local water supply, threatening the health, safety and welfare of our communities; and

WHEREAS, the Town Council desires to be proactive in communicating with the Ridgway community and water users of town-supplied water regarding the water conservation efforts that will be employed and the timing of such water restrictions; and

WHEREAS, the Town Council desires to conserve water in times of need to insure effective and safe delivery of water to the Ridgway community during all times, including in times of restricted or limited water supply and drought; and

WHEREAS, the Town Council adopted Resolution 2018-06 on April 11, 2018 establishing six stages of limited water supply and various, graduated mechanisms for curbing water demand during times of drought or water plant limitations; and

WHEREAS, persistent drought in 2018 realized the first time in the history of the Town that mandatory water restrictions were put into place and there is now a need to update and modify the Water Conservation and Management Plan.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO the Ridgway Water Conservation and Management Plan as defined herein is ratified.

Water Conservation and Management Plan

Stage	Trigger Condition	Goals	Actions
Stage I	Voluntary Restrictions: Statewide Drought Status (Begin May 1)	Good management of limited water supply; Public education	<ul style="list-style-type: none"> • Does not apply to drip systems and use of hand-watering containers. • No irrigating between the hours of 9:00 am and 6:00 pm, or when windy, in order to minimize evaporation, and anytime on Mondays. • Properties located on the SOUTH side of Hwy 62 & Hunter Parkway – irrigate only on Tuesdays, Thursdays and Saturdays. • Properties located on the NORTH side of Hwy 62 & Hunter Parkway – irrigate only on Wednesdays, Fridays and Sundays. • Outreach on water use and fixing leaks, limited gardening, etc.
Stage II	Mandatory Restrictions: Demand exceeds system capacity, or water from the town storage reservoir (Lake O) is needed to meet demand)	Manage peak water demand required of the water plant; Significant public outreach on plant limitations and/or drought conditions and water supply outlook	<p>Maintain all Stage I curtailments plus:</p> <ul style="list-style-type: none"> • Properties located on the SOUTH side of Hwy 62 & Hunter Parkway – irrigate only on Tuesdays and Saturdays. • Properties located on the NORTH side of Hwy 62 & Hunter Parkway – irrigate only on Wednesdays and Sundays. • Town Parks irrigation limited to the minimum needed to keep grass alive.
Stage III	Demand remains above system capacity and tank levels are not sustained after Stage I and Stage II actions or when Lake O water depth falls 2 feet below peak storage for the year, or Lake O depth falls below 6.5 feet.	Make a significant and real impact on real water use and water demand; Significant public education on serious limitations with plant capacity and/or water supply.	<p>Maintain all Stage II curtailments plus:</p> <ul style="list-style-type: none"> • Water Waste Ordinance activated, including emergency rate structure reducing base water use allocation and increasing cost of water (may require more frequent meter readings for use and leak detection). • Largest outdoor water users significantly curtailed. • Restaurants only serve water upon customer request. • Properties located on the SOUTH side of Hwy 62 & Hunter Parkway – irrigate only Saturdays. Properties located on the NORTH side of Hwy 62 & Hunter Parkway – irrigate only on Sundays.

Stage	Trigger Condition	Goal	Actions
Stage IV	Demand remains above system capacity and tank levels are not sustained after Stage III actions, or when Lake O water depth falls 3 feet below peak storage for the year, or Lake O depth falls below 5 feet.	Significantly reduce water demand as much as possible Significant public outreach and enforcement	Maintain all Stage III curtailments plus: <ul style="list-style-type: none"> No outdoor irrigation, except Town Parks may continue watering at minimum levels to keep grass alive and provide gathering and play space

Additional efforts and restrictions or limitations on water use and management of the Lake O water levels to be maintained may be considered by the Town Council as necessary and appropriate for the preservation of the public health, safety and welfare during times of limited water supply. The Council may also consider alternative approaches with parks irrigation

Enforcement

Enforcement of this Water Conservation and Management Plan is per the Ridgway Municipal Code (RMC) and other enforcement provisions for the Town of Ridgway, including but not limited to **RMC Section 2-4: Administrative Enforcement of the Ridgway Municipal Code:**

Under the existing Code Section for Administrative Enforcement, the general process, in part, is as follows, and is only provided here to provide notice to the Ridgway Community:

First Violation – Optional Verbal or written notice, or written Notice of Violation

Second Violation – written Notice of Violation

Third Violation – Administrative Citation pursuant to RMC 2-4-13

RMC 2-4-13:

(B) If the responsible party fails to correct the violation cited, commits the same violations again, or fails to correct a violation as specified in accordance with an administrative enforcement order of the AHO, subsequent administrative citations may be issued for violations of the same code section. The penalties assessed for each administrative citation issued for violations of the same code section or sections shall not exceed the following amounts regardless of the number of violations per citation:

(1) First administrative citation: one hundred and fifty dollar (\$150.00).

(2) Second administrative citation: five hundred dollars (\$500.00).

(3) Third and each subsequent administrative citation: nine hundred and ninety-nine dollars (\$999.00).

(C) Payment of the penalty shall not excuse the failure to correct the violations nor shall it bar further enforcement action by the Town.

In addition, other remedies may be pursued, including but not limited to: **RMC 9-1-3: Limitations on the Use of the Water and Sewer System**, as follows:

RMC 9-1-3, in part:

(B) The Mayor may promulgate emergency regulations restricting the use of Town water for irrigation or other uses subject to confirmation or amendment by the Town Council.

(C) The Town Council may declare by resolution a moratorium on taps or line extensions for the entire water or sewer systems or any part of them at any time due to limitations on system capacity or other circumstances which require such action.

(D) The Town shall have the right to temporarily interrupt service without notice for the purpose of making repairs, taps, extensions or for other reasons as necessary for the proper operation and maintenance of the water and sewer systems. If practical, reasonable notice shall be given to the customer.

(E) No customer located outside of the corporate limits of the Town may significantly increase the amount or degree of his use of Town water or sewer service beyond the extent of his use at the effective date of this Section.

(F) The Town Council may set regulations governing the use of water for irrigation and sprinkling by resolution.

Other Ridgway Municipal Code provisions, as added or amended, may apply.

PASSED AND APPROVED this 8th day of August 2018.

ATTEST

TOWN OF RIDGWAY

Pam Kraft, MMC,
Town Clerk

John Clark,
Mayor



To: Town Council
From: Jen Coates, Town Manager
Date: August 3, 2018
RE: 2018 Water Availability and Drought Status

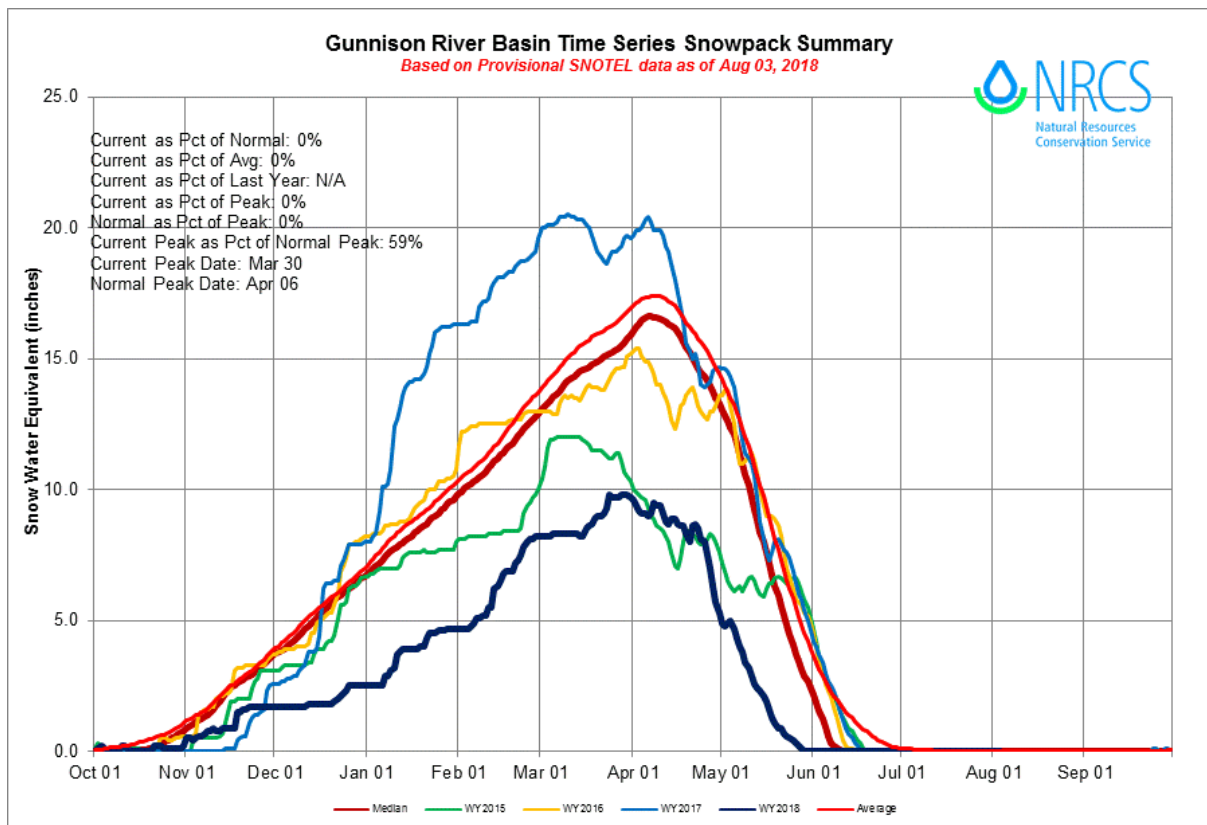
*July Statewide Update: see attachment.

Town Update: The Town's water rights have been called since late April, restricting the Town to diverting 2.0 cfs to the Ridgway Ditch. We continue to fill our reservoir, which is roughly half full but dropping as we opened the outlet in June to augment our other diminishing water supply in Happy Hollow, in order to meet water demand. Effective June 12th we implemented Phase 2 of the Town's Water Conservation and Management Plan, which means mandatory water restrictions, limiting outdoor water to 2 specified days per week for all properties, no watering between 9AM- 6PM nor when windy. This is being actively enforced. Fire restrictions commenced in July and are now in Stage 1 restrictions for the Town and Ouray County.

State of Colorado Department of Natural Resources Water Availability Task Force. <http://cwcb.state.co.us/public-information/flood-water-availability-task-forces/Documents/DroughtUpdate.pdf>

As of Aug 3rd Gunnison Basin snowpack (the bottom dark blue line).

https://www.nrcs.usda.gov/wps/portal/nrcs/detail/co/snow/products/?cid=nrcs144p2_063323





July 2018 Drought Update

Water Availability Task Force Co- Chairs

Taryn Finnessey, CWCB
303.866.3441 ext. 3231

Taryn.Finnessey@state.co.us

Tracy Kosloff, DWR
303-866-3581 ext. 8211

Tracy.Kosloff@state.co.us

*In response to persistent and prolonged drought conditions throughout the southern half of the state and along the western border, **the Governor activated the Colorado Drought Mitigation and Response Plan for the agricultural sector on May 2, 2018**, additional information can be found [HERE](#).*

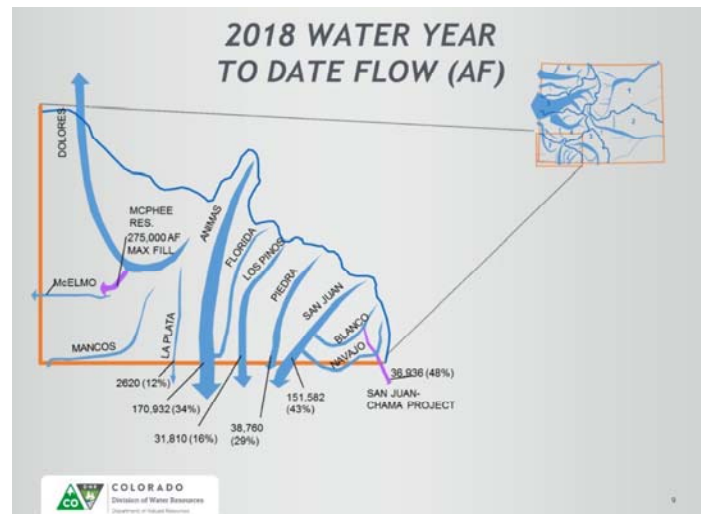
October through June of this year has been the third warmest and the third driest October through June period in the 123 year record, with no single month reporting below average temperatures. Southwestern Colorado and other west slope locations have seen record warmth since last fall. June and July to-date have both been three to five degrees above average temperatures, exacerbating fire danger. Precipitation for June was 47 percent of average statewide, and while July to-date has seen beneficial monsoon moisture in southern Colorado, statewide July to-date precipitation is 85 percent of average as of July 23. This is in part due to dry conditions in northwestern Colorado, where drought conditions have worsened more than other areas over the last two months.

- Despite some good precipitation in June and beneficial monsoon moisture in July, southwestern Colorado is still facing a long term precipitation deficit, with SNOTEL water year to-date precipitation totals of just 49 percent of average.
- Water demand is increasing; and reservoir storage in the Southwest basins of the San Miguel, Dolores, Animas & San Juan, Gunnison and Rio Grande have seen significant decreases in reservoir storage. The reservoir storage for the Southwest basins of the San Miguel, Dolores, Animas & San Juan has dropped 29 percent in two months while the Rio Grande has seen an 36 percent drop over the same time period.
- The Yampa/White basin had the second lowest percent of normal precipitation for June & July and would need 278 percent of normal precipitation to reach average conditions. This large of a deficit has not been overcome throughout the 30 year SNOTEL period of record. The areas around the Flat Top Wilderness are at or near record low precipitation, further illustrating the northward expansion of extreme drought conditions.
- Continued cattle sell off as well as failed and prevented planting has been reported. To-date almost 295K acres were too dry to plant while and additional 211K acres that were planted have failed crops.
- As of July 24, exceptional drought, D4, continues to affect southern Colorado covering ten percent of the state. Extreme drought, D3, covers 30 percent of the state; severe drought 21 percent and 16 percent is classified as moderate drought. An additional six percent of the state is currently experiencing abnormally dry conditions (see image on reverse side).
- Some small water systems are being impacted by both continued dry conditions resulting in limited supply and ash washes from burn scars within their watersheds. These conditions are also affecting aquatic ecosystems and fish kills have been reported.
- Long term forecasts indicate an increased likelihood of above average temperatures for August through October statewide. Southwestern Colorado is forecast to continue to benefit from additional monsoon moisture and has an increased likelihood of above average precipitation August through October.
- An EL Nino watch has been issued, meaning there is a greater than 70 percent chance of an El Nino developing, which could bring an increased chance of wet extremes for September through November in Colorado.

NOTE: The next Water Availability Task Force Meeting will be held on August 22, 2018 at Colorado Parks and Wildlife; Additional information can be found at www.cwcb.state.co.us or by contacting Ben Wade at Ben.Wade@state.co.us

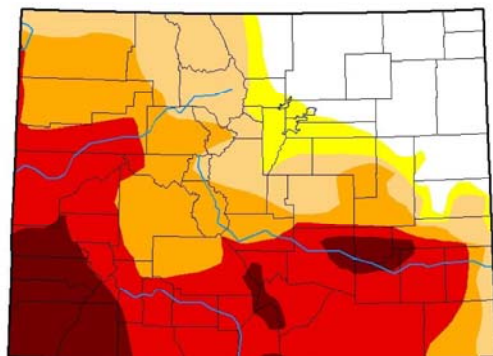
July 2018 Drought Update

Southwestern Colorado has been particularly impacted by this drought with significantly reduced river flows throughout the water year.



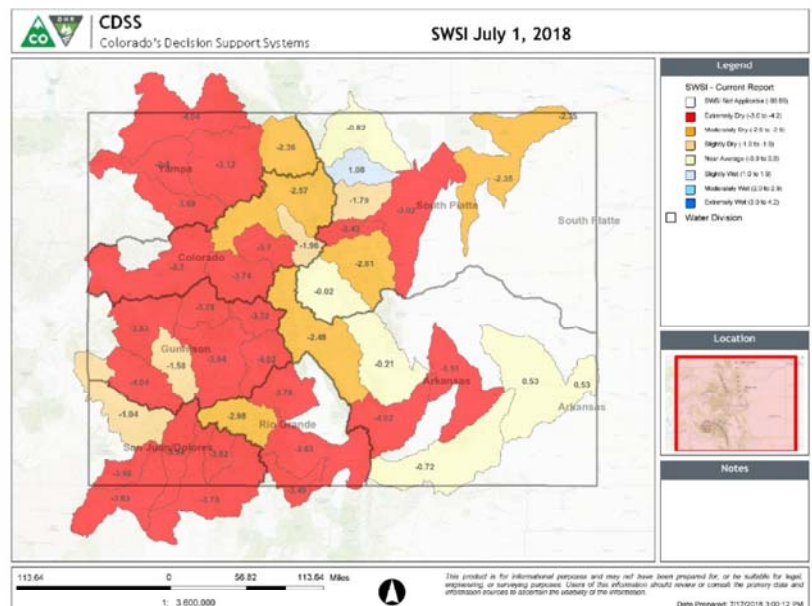
U.S. Drought Monitor Colorado

July 24, 2018
(Released Thursday, Jul. 26, 2018)
Valid 8 a.m. EDT



Southern Colorado remains in exceptional drought conditions, with D4 now present in the Southwest, Rio Grande and Arkansas River basins. Northwest Colorado has seen a two level degradation over the last two months.

The Colorado Surface Water Supply Index (SWSI) continues to show extremely dry conditions over the majority of the state. This index reflects both low stream flows and reservoir storage.



AGENDA ITEM #11

AN EMERGENCY ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO AMENDING THE RIDGWAY MUNICIPAL CODE TO PROVIDE A NEW SECTION TO CHAPTER 9-1 ADDING A DEFINITION FOR WATER WASTING, CREATING WATER WASTING REGULATIONS ASSOCIATED WITH MANDATORY WATER RESTRICTIONS

WHEREAS, The Town of Ridgway (the “Town”) is a legally created, established, organized and existing Colorado municipal corporation under the provisions of Article XX of the Constitution of the State of Colorado and the home rule charter of the Town (the “Charter”); and

WHEREAS, The Town is governed by its Home Rule Charter (“Charter”) as authorized by Article XX § 6 of the Colorado Constitution; and

WHEREAS, The Town Council has the authority, pursuant to Article III, Section 3-8 of the Charter, to enact emergency ordinances for the preservation of the public peace, safety, or welfare upon the affirmative vote of six members of the Town Council; and

WHEREAS, the water supply for the Town of Ridgway is a precious, valuable and critical resource for the Ridgway community; and

WHEREAS, the Town of Ridgway, State of Colorado and the United States have seen periods of drought that significantly impact the local water supply, threatening the health, safety and welfare of our communities; and

WHEREAS, the Town Council desires to be proactive in communicating with the Ridgway community and water users of town-supplied water regarding the water conservation efforts that will be employed and the timing of such water restrictions; and

WHEREAS, the Town Council desires to conserve water in times of need to insure effective and safe delivery of water to the Ridgway community during all times, including in times of restricted or limited water supply and drought: and

WHEREAS, the Town of Ridgway Municipal Code Section 2-4 currently provides for Administrative Enforcement of the Ridgway Municipal Code including issuance of Notices of Violation and Citations for violations of the Ridgway Municipal Code including violations of Chapter 9 Section 2, with penalties assessed from \$150 for the first citation and up to \$999 for the third violation.

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

SECTION 1.

Section 9-1-1 DEFINITIONS, is amended to include a definition for Water Wasting as follows:

WATER WASTING: Town water, whether it be treated or untreated, shall be used only for [beneficial use](#) and shall not be wasted.

* * *

Note to Council: 'beneficial use' has a legal definition under Colorado law as follows:

"the use of that amount of water that is reasonable and appropriate under reasonably efficient practices to accomplish without waste the purpose for which the appropriation is lawfully made."

Alternative Water Wasting Definition: Intentional or unintentional use of any Town water which results in wasteful or non-essential use of the stated water.

SECTION 2.

Section 9-1-28 WATER WASTING is hereby added to the Ridgway Municipal Code as follows:

(A) Water Wasting is always discouraged; however, during the enactment of Stage 3 or Stage 4 of Ridgway's Water Conservation and Management Plan, Water Wasting is prohibited. The Town or a representative code enforcer can determine an action to be Water Wasting at their discretion if the action matches the Water Wasting Definition found in Section 9-1-1. Water wasting includes but is not limited to the following actions:

- (1) Allowing water to spray or overflow onto sidewalks, driveways, streets, drainages or any hard surface.
- (2) Washing outdoor impermeable surfaces (i.e. driveways, walks, patios, etc.) with a hose or spray nozzle.
- (3) Washing of vehicles or recreational equipment.
- (4) Failing to notify the Town of a known water leak or needed repair in the Town's distribution system or water supply system within 72 hours of discovery.
- (5) Operating ornamental water features
- (6) Failure to fix a leak downstream of the customer's meter within 7 days of notification by the Town.

(B) Exceptions to Section 9-1-28(A) or the Water Wasting definition include the following:

- (1) In cases where public health or safety is a concern.
- (2) The installation, repair or maintenance of a water supply system when the operator or maintenance personal are present.

* * *

SECTION 3.

Effective Date and Duration. Pursuant to Article III, Section 3-8 of the Charter, this Ordinance shall be effective immediately upon adoption, as it is necessary for the immediate preservation of the public health and safety of the citizens of the Town for the reasons recited herein.

SECTION 4.

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

SECTION 5.

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

INTRODUCED, READ, HEARD and FINALLY ADOPTED before the Town Council of the Town of Ridgway, Colorado on the _____ day of June, 2018.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE
MUNICIPALITY

By _____
John Clark, Mayor

ATTEST:

Pam Kraft, MMC, Town Clerk

Approved As to Form:

BO JAMES NERLIN, Town Attorney

CERTIFICATE OF TOWN CLERK

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

(SEAL)

Pam Kraft, MMC, Town Clerk

AGENDA ITEM #12



To: Town Council
From: Jen Coates, Town Manager; Joanne Fagan, Town Engineer
Date: August 3, 2018
RE: Water Rates, Base and Excess Water Allocation Ordinance , in follow up to July 25,2018 workshop discussion

Town Council Direction/Goals from July 25, 2018 workshop:

1. Do not significantly increase the current base rate, if at all;
2. Decrease the base allocation from 9000 gallons to 7,000 gallons;
3. Increase the cost per 1000 gallons used over the base allocation of 7,000 gallons quite a bit in order to work toward covering the actual cost of the water to the Town;
4. Look at the residential, commercial and school rates and simplify if possible;
5. Phase in any rate changes or base allocation changes over time to work toward covering the actual cost of the water with the base allocation and base rate;
6. Explore options

Draft, updated regulations for Chapter 9-1-17:

*yellow highlights below are changes from the current regulations in the Municipal Code

9-1-17 WATER SERVICE RATES.

- (A) (1) Single family homes, mobile homes, churches, and non-profit lodges and civic organizations shall be subject to the following charges for each meter serving the customer:

Rates and Base Allocation amounts effective XX/XX/2018:

Type of Customer	Minimum Monthly Charge 0 to 7,000 gal/mo	Rate for Use 7,000 to 10,000 gal./month	Rate for Use 10,000 to 15,000 gal./month	Rate for Use Over 15,000 gal./month
Customer age 65 & over owning a single family home or mobile home and enrolled in the Senior Rate prior to 1/1/2009*	\$32.75	\$10.50/1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.
Vacancy Rate	\$22.75	N/A	N/A	N/A
All others (per dwelling unit)	\$42.00	\$10.50/1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.



Rates and Base Allocation amounts effective XX/XX/2019:

Type of Customer	Minimum Monthly Charge 0 to 6,000 gal/mo	Rate for Use 6,000 to 10,000 gal./month	Rate for Use 10,000 to 15,000 gal./month	Rate for Use Over 15,000 gal./month
Customer age 65 & over owning a single family home or mobile home and enrolled in the Senior Rate prior to 1/1/2009*	\$32.75	\$10.50/1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.
Vacancy Rate	\$22.75	N/A	N/A	N/A
All others (per dwelling unit)	\$42.00	\$10.50/1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.

Rates and Base Allocation amounts effective XX/XX/2020:

Type of Customer	Minimum Monthly Charge 0 to 5,000 gal/mo	Rate for Use 5,000 to 10,000 gal./month	Rate for Use 10,000 to 15,000 gal./month	Rate for Use Over 15,000 gal./month
Customer age 65 & over owning a single family home or mobile home and enrolled in the Senior Rate prior to 1/1/2009*	\$32.75	\$10.50/1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.
Vacancy Rate	\$22.75	N/A	N/A	N/A
All others (per dwelling unit)	\$42.00	\$10.50/1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.

Rates and Base Allocation amounts effective XX/XX/2021:

Type of Customer	Minimum Monthly Charge 0 to 4,000 gal/mo	Rate for Use 4,000 to 10,000 gal./month	Rate for Use 10,000 to 15,000 gal./month	Rate for Use Over 15,000 gal./month
Customer age 65 & over owning a single family home or mobile home and enrolled in the Senior Rate prior to 1/1/2009*	\$32.75	\$10.50/1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.
Vacancy Rate	\$22.75	N/A	N/A	N/A
All others (per dwelling unit)	\$42.00	\$10.50/1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.

**Senior Rates are no longer offered after 1/1/2009.*

(2) In order to qualify for the vacancy rate, the customer must notify the Town of the vacancy and pay a shut-off fee of \$30.00. Before the water can then be turned back



on, the customer must pay a turn-on fee of \$30.00. No water may be used at that meter during the vacancy period. In the event of failure to meet these requirements, the bill shall be adjusted to the regular rate.

- (B) (1) Accessory dwelling units shall be subject to a minimum monthly charge per unit calculated to be 0.72 x the principal residential unit rate as provided in Subsection (A)(1) above.

(2) Each unit in multiple residences and dwelling facilities including but not limited to duplexes, multi-family residences, apartments, mobile homes and mobile home parks, providing permanent residences and utilizing a single meter, shall be subject to the applicable rate for the principal residential unit rate as provided in Subsection (A) above. Water used in any month in the amount greater than the base amount e.g. (7,000 gal. at \$42.00 for the first unit + 7,000 gal. at \$42.00 for the second unit, etc. for each unit or space served by the meter) shall be billed at the rates identified in Subsection (A)(1) for the associated additional gallons used per unit.

- (C) The following rates shall apply to the Ridgway public schools, but shall not include the provision of non-potable Town water for irrigation purposes:

Minimum Monthly Charge	Rate for Use Over 10,000 gal./month
\$97.00	\$10.50/1,000 gal.

- (D) The sale of bulk water is prohibited.

- (E) (1) All other customers (including customers with both a residential and a non-residential use on the same premises which are located in commercial, business or industrial zoning districts) shall pay the following charges for each meter serving the customer.

Minimum Monthly Charge	Rate for Use Over 4,000 gal./month up to 10,000 gal./month	Rate for Use Over 10,000 gal./month up to 15,000 gal./month	Rate for Use Over 15,000 gal./month
\$42.00	\$10.50 / 1,000 gal.	\$15.00/1,000 gal.	\$20.00/1,000 gal.

Provided, however, that accessory dwelling units inside Town shall be subject to a minimum monthly charge per unit calculated to be .072 x the principal unit rate as provided in Subsection (A)(1) above; and further provided, however, that if the non-residential use qualifies as an accessory use to a residence pursuant to the criteria of Subsection 7-3-13(A) of Town Zoning Regulations, such customer shall be subject to the rates in Subsection (A)(1) above.



- (F) Water service charges shall be charged at the time service is first initiated and continue until the tap is abandoned.
- (G) Minimum charges for periods of service less than one month shall be pro-rated.
- (H) In the event that any two separate structures are served by Town water from a single meter under circumstances where none of the foregoing rates specifically apply, the rate shall be computed in conformity with the provisions of Subsection (B) with each structure considered a separate “unit” for purposes of the calculation regardless of its use.

Current Code Provision Notes:

- Base rate for residential customers is \$42.00
- Base rate for commercial customers is \$36.75
- Base water allocation for residential customers is 9,000 gallons/month
- Base water allocation for commercial customers is 4,000 gallons/month
- Residential use over 9k gallons = \$1/1000; \$2.50/1000; \$6/1000 in 3 tiers
- Commercial use over 4k gallons = \$3/1000; \$4/1000 in 2 tiers
- Residential customers pay by unit (eg: 4-plex pays 4 x \$42/month plus overages)
- Commercial customers pay by meter (eg: 4 units on 1 meter pay \$36.75/mo plus overages)
- Mixed use buildings (res + comm) pay commercial rates
- Bulk water is \$6 plus \$6/1000 gallons over first 1000 gallons

AGENDA ITEM #13

AGENDA ITEM #14



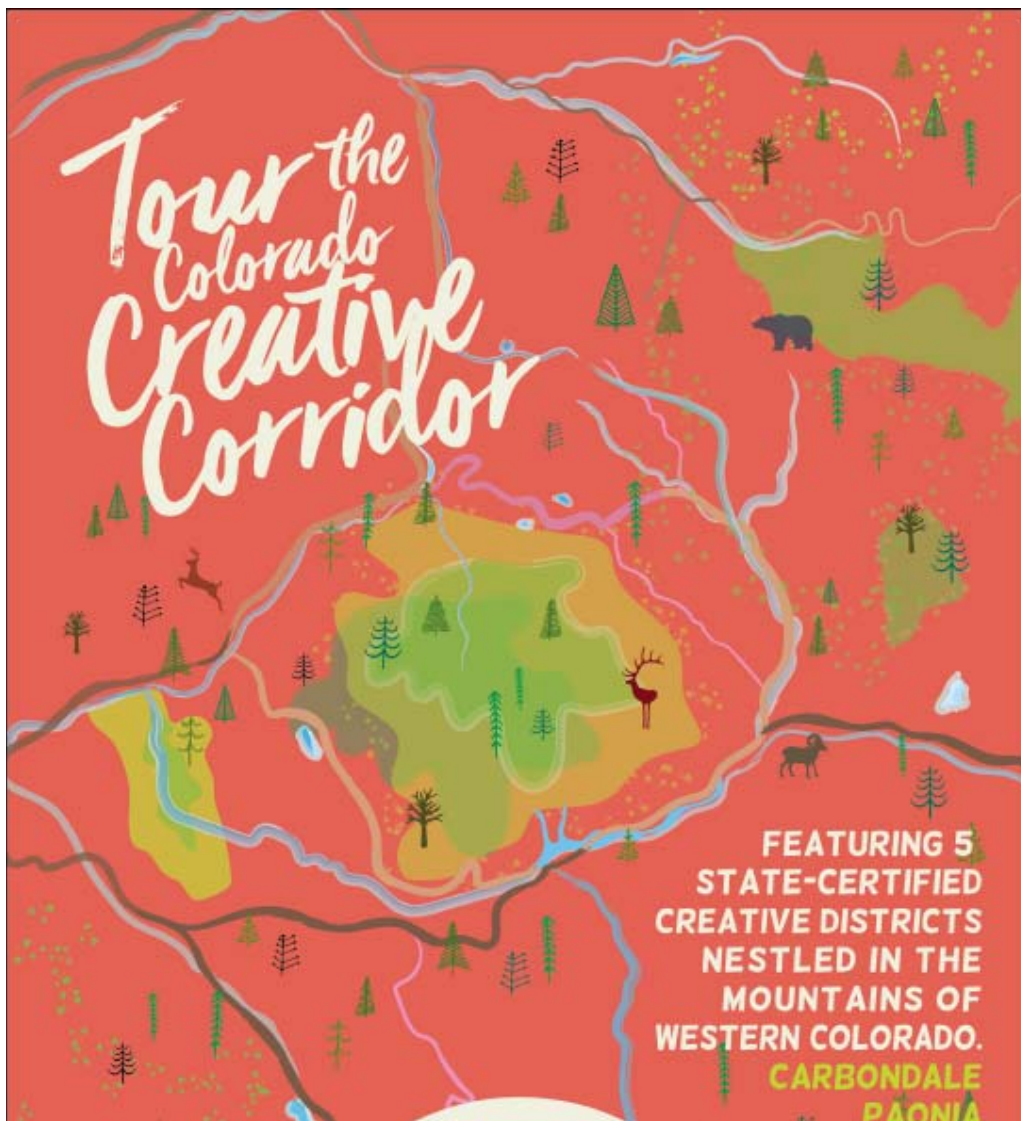
WELCOME CALENDAR ABOUT CREATIVE CORRIDOR
CREATIVES GALLERY SPACE TO CREATE CONTACT
SUGGESTIONS

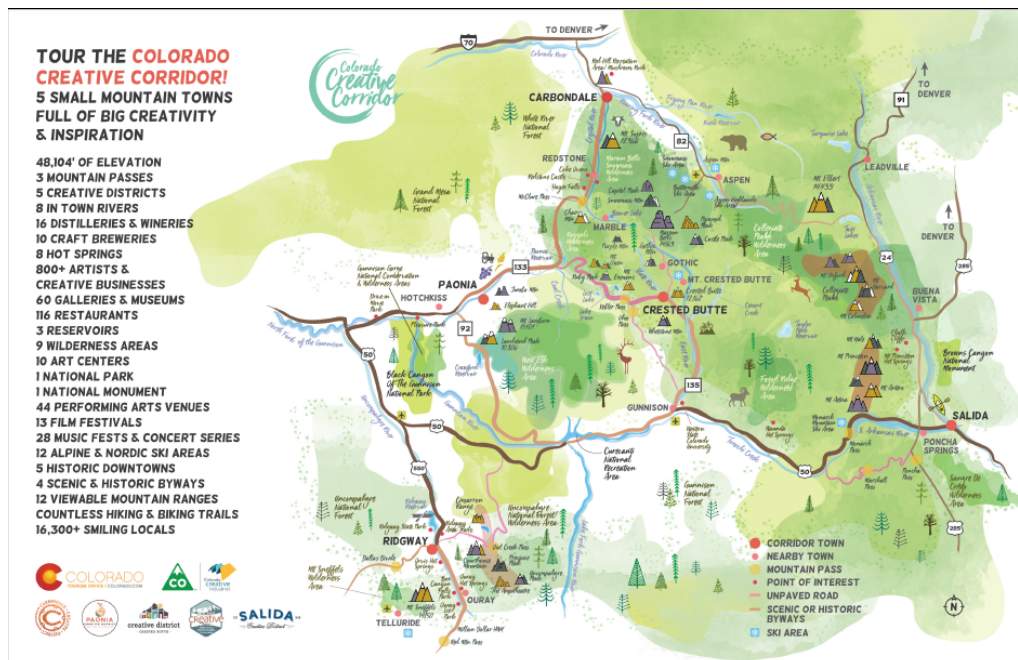
The Colorado Creative Corridor brochure and map is below, uniting 5 towns and their creative districts to encourage visitation of them all!

You can download this brochure and find more information at www.colorado.com/creative-corridor-channel.

The brochure below offers one particular itinerary for each Creative Corridor town, necessarily limited by space, but each town has many more possibilities and plenty of other creative individuals and enterprises to connect with. More to come soon on additional itineraries. Please check out the Creatives tab on this website for additional listings of people working creatively in the Ridgway area!

Visitors will also find plenty more about the Ridgway area on the website of the Ridgway Area Chamber of Commerce, a sponsoring partner of the Colorado Creative Corridor: www.ridgwaycolorado.com.





The Colorado Creative Corridor travels some 331 miles through a handful of state certified Creative District destinations including Carbondale, Crested Butte, Paonia, Ridgway and Salida. These 5 towns combine to offer a collective experience of unique event programming and activities, alongside mountain town eclecticism, majestic vistas and outdoor recreation, and authentic Colorado mountain culture.

CARBONDALE sits on the confluence of the Crystal and Roaring Fork Rivers at the foot of the mighty Mount Sopris where over 200 creatives reside. Rich agricultural history and a little hippy flair combine to form a community

ROAD TRIP!

Grab friends, family or both and prepare yourself for 5 days of stunning landscapes & creative inspiration around every corner.

CARBONDALE

DAY 1

ACTIVITY TRUE NATURE HEALING ARTS YOGA

Also featuring a tea room, Ayurvedic spa and eco-friendly boutique. Perch on the patio overlooking the Peace Garden for a truly serene post-yoga bite.

ACTIVITY RIO GRANDE ARTWAY

focused on health and wellness, local food production and four-season recreation to boot.

Tucked in the North Fork Valley under the watchful eye of Mt. Lamborn and surrounded by the beauty of the West Elks Wilderness, **PAONIA** has a thriving arts community and has the largest number of natural and organic farms, per capita, in Colorado.

Once described as a surf town in the mountains, **CRESTED BUTTE**, features a National Historic District with vibrant Victorian storefronts and expressive local characters. With over 2 million acres of public land surrounding town, enjoy legendary skiing and snowboarding, unparalleled mountain biking, or a secluded fly fishing experience.

Nestled in the picturesque Uncompahgre Valley and surrounded by the majestic snow-capped peaks of the Cimarrons and San Juans, the **RIDGWAY** experience satisfies art lovers, foodies, history buffs, and outdoor enthusiasts. Day-trip for adventure, soak in hot springs or tour the town, noting public art and creative surprises, even in our alleys.

SALIDA falls along the Collegiate Peaks Scenic and Historic Byway and is a short drive from Browns Canyon National Monument. While in town visit one of Salida's artist studios and galleries, kayak, tube or raft the Arkansas River, climb a 14er in the Collegiate Range or unwind with a soak at one of 3 area hot springs.

Bike or stroll along this 1-mile stretch of paved, art-lined trail that runs between nearby Aspen and Glenwood Springs.

DINNER

ALLEGRIA RESTAURANT

Italian European casual bistro

ACTIVITY

CARBONDALE WILD WEST RODEO

Every Thursday from early June to late August offering mutton bustin', barrel racing, bull and bronc riding and much more.

NIGHTLIFE

TAKE IN A SHOW OR LIVE MUSIC

Check out Thunder River Theatre Company or Steve's Guitars for stellar entertainment in an intimate, unique setting.

LODGING

MARBLE DISTILLING CO & THE DISTILLERY INN

The only distillery in the world to boast five luxury hotel rooms where guests can "Sleep with the Stills."



BREAKFAST

SILO CULINARY PRODUCTIONS

Classic American fare sourcing fresh, local ingredients, produce and meat from the Roaring Fork Valley's ranches and farms.

HEAD SOUTH! Make your way an hour and 15 minutes south to the lovely enclave of Paonia, passing by lush orchards and vineyards as you go.

PAONIA

ACTIVITY

DELICIOUS ORCHARDS & BIG B'S CIDERY

Featuring a farm market, tap room and cafe with a u-pick orchard. Visit bigbs.com for special events and Orchard Concert Series dates.

LUNCH

REMEDY JUICE BAR CAFÉ AT THE CIRQUE

Daytime offerings include cold pressed organic juices, smoothies, salads and paninis. Pull up a seat at the bar or enjoy the outdoor patio.

ACTIVITY

AZURA CELLARS & GALLERY

Browse the fine art gallery and enjoy a glass of wine in the charming courtyard with one of the best views of the valley.

HEAD EAST! In the spring, summer and fall head east two hours over scenic Kebler Pass, featuring the largest Aspen Grove in Colorado, to the active and creative town of Crested Butte. In the winter, during the pass closure, take CO-92 to US-50 & then drive north from Gunnison to Crested Butte.

CRESTED BUTTE

ACTIVITY

TAKE A HISTORIC WALKING TOUR OF CRESTED BUTTE

Start at the Crested Butte Mountain Heritage Museum and make your way through this charming town's Victorian-era sites.

LUNCH

MONTANYA DISTILLERS

Montanya Distillers is a Colorado craft distiller of award-winning rum, founded in 2008. It's Not Just Boozel! For lunch at Montanya, we recommend pairing your high-mountain rum with the distillery's delicious pho or ramen.

DINNER**THE LIVING FARM CAFÉ**

One of the very few true farm-to-table restaurants in Colorado. The café features farm-fresh and organic produce, meat, cheese and eggs from our farm and others in the area.

ACTIVITY**BLUE SAGE CENTER FOR THE ARTS**

In the mood for live music? Check Blue Sage's calendar for concert series, dances or choruses.

LODGING**BROSS HOTEL BED & BREAKFAST**

Graceful frontier hotel with ten guest rooms private baths and beautiful period antiques.

**DAY
3****BREAKFAST****AT THE BROSS HOTEL**

No need to go far for breakfast – the Bross' breakfast buffet includes a hot main dish, fresh seasonal fruit, juice, homemade granola yogurt parfaits, breads with homemade jam and delicious coffee.

ACTIVITY**TAKE A CLASS**

Take an art, dance, cooking or other class at the Art Studio at the Center for the Arts or The Design Collective.

DINNER**BONEZ**

Try sitting at the giant community table where you'll find both locals and tourists alike, in a friendly and lively environment.

ACTIVITY**FEEL THE CREATIVE VIBE**

Attend a music or dance performance or film event at one of the creative district's many event venues like the Center for the Arts, the Public House, or the Mallardi Theatre.

LODGING**ELK MOUNTAIN LODGE**

Located 1 block from Elk Ave, fine restaurants, and unique shops and galleries, the beautifully renovated Elk Mountain Lodge is a perfect place to unwind in the hot tub or enjoy a drink at the lobby bar.

**DAY
4****BREAKFAST****MCGILL'S AT CRESTED BUTTE**

Enjoy homemade breakfasts such as french toast with real maple syrup, eggs benedict, and fresh baked biscuits in historic downtown Crested Butte.

HEAD SOUTH & WEST! Drive 2 hours and 15 minutes south and west to the mountain-cradled town of Ridgway.

RIDGWAY**ACTIVITY****TOUR A FEW GALLERIES**

Visit Lupita's Bizarre Bazaar, Art by the Park, Kane Scheidegger's studio and Mountain Girl Gallery to get a taste of the local art flavor.

LUNCH**TACO DEL GNAR**

An "elevated fast food restaurant" with the mantra that a tortilla is solely a vessel to sail fresh thought-provoking cuisine with amazing flavors to your mouth.

ACTIVITY**TOUR THE TOWN**

Stroll Ridgway's downtown park and alleys, discovering Alley Poems and Alley Art, as well as sculptures installed by Public Art Ridgway Colorado and the Town.

DINNER**PROVISIONS AT THE BARBERSHOP**

A European-style cafe specializing in simple.

**DAY
5****BREAKFAST****KATE'S PLACE**

Cuisine with heart and soul, freshly prepared using the highest quality ingredients.

HEAD EAST! There's lots to do and see on the way to Salida. Consider taking a day to explore the Black Canyon of the Gunnison National Park via Montrose or the Curecanti National Recreation Area further east.

SALIDA**LUNCH****MOONLIGHT PIZZA & BREWPUB**

A community center need only serve great pizza.

ACTIVITY**SALIDA'S HISTORIC DOWNTOWN**

Tour Salida's charming downtown and visit several artist-owned galleries and creatives like The Bee Keeper's Honey Boutique featuring sweet honey, candles, and beauty products from Salida, Colorado.

DINNER**THE FRITZ**

Gastro-Pub? Americana Bistro? Global Cafe? Call it what you want, we call it delicious, and hopefully you will too.

ACTIVITY**STEAMPLANT THEATRE & EVENT CENTER**

Check our calendar for concerts, plays, film

delicious food made with fresh ingredients sourced from local farmers and distributors of gourmet products.

ACTIVITY**MUSIC, ART & INSPIRATION**

Experience something fun or educational with festivals on many weekends during summer and fall. Calendar at alpenglowarts.com

LODGING**CHIPETA SOLAR SPRINGS RESORT**

Romantic, adobe, boutique resort. Many of the rooms have fireplaces and private hot tubs. Outdoor thermal pools are open year round.

Screenings and artist receptions at this riverside, multi-use facility with a ballroom, plaza, theatre, and conference rooms. Visit calendar at salidasteamplant.com.

LODGING**PALACE HOTEL**

Located in Historic Downtown Salida, alongside the banks of the Arkansas River, the newly renovated Palace Hotel offers boutique caliber lodging within footsteps of shopping, dining, hiking, biking, and fly-fishing.

**MORE ITINERARIES, MAPS & TRIP
INSPIRATION AT COLORADO.COM**

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AGENDA ITEM #15



COLORADO
Department of Public
Health & Environment

Water quality improvement fund

[back to water quality grants](#)

Request for applications

We are now accepting applications for 2019 Water Quality Improvement Fund grants. The Water Quality Improvement Fund provides money for water quality improvement projects using civil penalties from water quality violations, this includes storm water management training and best practices training to prevent or reduce the pollution of state waters.

The grants are an important assistance tool for communities working to improve water quality in their area. Small and economically challenged communities are given priority for the funds. Entities that pay a Colorado Water Quality Control Act civil penalty are prohibited from receiving a grant from the WQIF for a period of 5 years from the date of the payment of the penalty.

Application deadline August 17, 2018 (2 p.m. MDT)

- [Application documents](#)
- [Questions and answers](#)

Eligible applicants

- Governmental agencies.
- Publicly owned water systems.
- Private not-for-profit public water systems.
- Not-for-profit watershed groups.
- Not-for-profit storm water program administrators.
- Not-for-profit training providers.
- Private landowners impacted by a water quality violation.

[2017-2018 Water quality improvement fund awards](#)

[2016-2017 Water quality improvement fund awards](#)

[Historical WQIF penalties \(2007-Present\)](#)

Please send all questions and inquiries to:
cdphe_grantsandloans@state.co.us

AGENDA ITEMS #16-19
Manager's Report

RIDGWAY PLANNING COMMISSION

AGENDA

Tuesday, July 31st, 2018
Regular Meeting; 5:30 pm
Ridgway Community Center
201 North Railroad Street, Ridgway, Colorado

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

PUBLIC HEARINGS:

1. **Application:** Variance – fence height; **Location:** Green Street Park; **Address:** Green Street; **Zone:** Residential (R); **Applicant:** Ridgway Community Garden; **Owner:** Town of Ridgway **Approved**
2. **Application:** Deviation; **Location:** Block 29, Lots 21-22; **Address:** 325 N Cora Street; **Zone:** Historic Residential (HR); **Applicant:** Guthrie Castle; **Owners:** Guthrie Castle and Sheri Braund **Approved**
3. **Application:** Conditional Use; **Location:** Trailtown Subdivision Lot 26-B Amended Plat, Lot 26-B2; **Address:** TBD Palomino Trail; **Zone:** General Commercial (GC); **Applicant:** Chimney Peak Storage, LLC (c/o Julie Wesseling); **Owner:** Trailtown Partners, LLC **Approved with conditions**
4. **Application:** Minor Subdivision; **Location:** Trailtown Subdivision Lot 26-B Amended Plat, Lot 26-B2; **Address:** TBD Palomino Trail; **Zone:** General Commercial (GC); **Applicant:** Chimney Peak Storage, LLC (c/o Julie Wesseling); **Owner:** Trailtown Partners, LLC **Canceled**
5. **Application:** Plat Amendment; **Location:** Willow Creek Trading Subdivision including Drashan Condominiums; **Addresses:** 167, 171, and 189 N Cora St.; 602, 604, and 610 Clinton St.; **Zone:** Historic Business (HB); **Applicant:** Willow Creek Trading Subdivision Parking Maintenance Association, Inc.; **Owners:** Arapaho Partners LLC, 171 N Cora LLC, Christopher Senior, Eka Pada LLC, and Ridgway Chautauqua Society Inc. **Recommending approval to TC with conditions**
6. **Application:** Replat **Location:** River Park Ridgway Business Park, Filing 1, Block 8; **Address:** TBD Cora Street; **Zone:** Light Industrial 1 (I-1); **Applicant:** Ridgway Light Industrial, LLC; **Owner:** Ridgway Light Industrial, LLC **Canceled**
7. **Application:** Preliminary Plat for Vista Park Commons; **Location:** Ridgway USA Subdivision, Lots 30-34; **Address:** TBD Redcliff Drive; **Zone:** General Commercial (GC); **Applicant:** Vista Park Development, LLC; **Owners:** Ridgway Land Company, LLLP **Continued**
8. **Application:** Temporary Use Permit; **Location:** Block 22, Lot 5; **Address:** 749 Sherman Street; **Zone:** Downtown Service (DS); **Applicant:** Will McGown; **Owners:** Will and Eugenia McGown **Approved**

OTHER BUSINESS:

9. Review Ouray County Draft Ordinance for Establishing Regulations for Non-Commercial Camping
Will forward recommendations to Town Council
10. Master Plan process update **Please fill out the survey and tell other Ridgway residents to do the same, save the date 9/27 for a community engagement meeting**
11. American Planning Association Colorado Chapter Conference – Keystone, October 3-5 **Doug wants to attend**

APPROVAL OF MINUTES:

12. Minutes from the meeting of June 26th, 2018 **Approved**

ADJOURN