

RIDGWAY PLANNING COMMISSION

AGENDA

Wednesday, March 6th, 2019
Regular Meeting; 5:30 pm
Ridgway Community Center
201 North Railroad Street, Ridgway, Colorado

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

PUBLIC HEARINGS:

1. **Application:** PUD/Minor Subdivision; **Location:** Parkside Subdivision, Lot 5; **Address:** 791 and 795 N Laura Street; **Zone:** Low Density Residential (R); **Applicant:** Bryce Jones; **Owners:** Bryce Jones and Ryan Jones

OTHER BUSINESS:

2. Master Plan process update
3. Dark skies discussion

APPROVAL OF MINUTES:

4. Minutes from the meeting of January 29th, 2019

ADJOURN

**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 Wednesday, March 6th, 2019 at 5:30 p.m., to receive and consider all evidence and reports relative to the application described below:

Application for: PUD/Minor Subdivision

Location: Parkside Subdivision, Lot 5

Address: 791 and 795 N Laura Street

Zoned: Residential (R)

Applicant: Bryce Jones

Property Owners: Bryce Jones and Ryan Jones

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: February 22, 2019

Shay Coburn, Town Planner



Official Use Only

Receipt # 982342

Date Received: 1/28/19

Initials: SC

CHK 1406

Planning Commission Hearing Request

General Information

Applicant Name Bryce Jones Application Date 1-23-19
Mailing Address 700 Sabeta Dr Ridgway, CO 81432
Phone Number 240-483-2690 Email Bryce.Lanier.Jones@gmail.com
Owner Name Bryce Jones and Ryan Jones
Phone Number 240-483-2690 Email Bryce.Lanier.Jones@gmail.com
Address of Property for Hearing 791 and 795 N Laura St. Ridgway, CO
Zoning District Residential - Parkside Subdivision Lot 5

Action Requested

- | | |
|---|---|
| <input type="checkbox"/> Deviation to Single-Family Home Design Standards 6-6 | <input type="checkbox"/> Variance 7-3-16 |
| <input type="checkbox"/> Temporary Use Permit 7-3-13(C) | <input type="checkbox"/> Rezoning 7-3-17 |
| <input type="checkbox"/> Conditional Use 7-3-14 | <input type="checkbox"/> Subdivision 7-4 |
| <input type="checkbox"/> Change in Nonconforming Use 7-3-15 | <input type="checkbox"/> Other <u>MINOR SUBDIVISION 7-4-8</u> |

Brief Description of Requested Action

Dear town representative - I am applying to split my duplex into two single family homes. We are pursuing this split in order to secure favorable bank financing for the home (there were a lack of comparable duplex sales in the area). Thank you for your assistance and consideration!

Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00	Subdivisions	
Conditional Use	\$100.00	a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
Change in Nonconforming Use	\$100.00	b. Preliminary Plat	\$400.00 (plus \$20.00 / lot or unit)
Variances & Appeals	\$150.00	c. Final Plat	\$300.00
Rezoning	\$200.00	d. Minor Subdivision	\$200.00
Other Reviews Pursuant to 7-3-18	\$100.00	e. Lot Split	\$100.00
Variance from Floodplain Regulations	\$100.00	f. Replat	\$100.00 (plus \$20.00 / lot or unit)
Deviations from Single Family Design Standards	\$100.00	g. Plat Amendment	\$100.00
		h. Planned Unit Development	See b and c above

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



Attachments Required

For ALL Applications

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

Conditional Use Permits

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

Changes in Nonconforming Use

- ☐ Description of existing non-conformity.

Variance

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

Rezoning

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

Subdivision

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

Please note that incomplete applications will be rejected.


Applicant Signature

1-23-19
Date


Owner Signature



1-23-19
Date



LAND TITLE GUARANTEE COMPANY
218 SHERMAN
RIDGWAY, CO 81432
Phone: (970) 626-3157
Fax: (877) 346-4104

"PURCHASERS"
STATEMENT OF SETTLEMENT

PROPERTY ADDRESS: 495 LAURA ST, RIDGWAY, CO 81432

SELLER(S): PARKSIDE RIDGWAY HOLDINGS LLC

BUYER(S): BRYCE LANIER JONES AND RYAN ANDREW JONES

SETTLEMENT DATE: February 27, 2018

DATE OF PRORATION: February 27, 2018

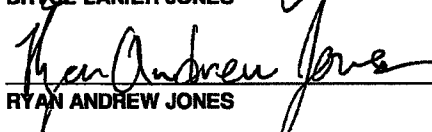
DESCRIPTION	DEBIT	CREDIT
Sales Price & Earnest Money		
Sales Price	129,000.00	
Earnest Money from LTGC - Earnest Money		7,500.00
Title Fees to Land Title Guarantee Company		
Tax Certificate	26.00	
Closing Fees to Land Title Guarantee Company		
Closing Fee	100.00	
Recording Fees to Land Title Guarantee Company		
Record Warranty Deed	18.00	
Documentary Fee	12.90	
Owner's Association to PARKSIDE RIDGWAY COMMUNITY ASSOCIATION		
Owner's Association Transfer Fee to PARKSIDE RIDGWAY COMMUNITY ASSOCIATION	100.00	
Owner's Association Dues Owning PARKSIDE RIDGWAY COMMUNITY ASSOCIATION 02/27/2018 to 12/31/2018 @ \$1.6438/day	506.30	
Real Estate Tax to OURAY COUNTY TREASURER		
Current Year Property Taxes R6145 01/01/2018 to 02/27/2018 @ \$0.7302/day		41.62
SubTotals	129,763.20	7,541.62
Due from Buyer/Borrower		122,221.58
Totals	129,763.20	129,763.20

The above figures do not include sales or use taxes on property

APPROVED AND ACCEPTED

PURCHASER(S)


BRYCE LANIER JONES


RYAN ANDREW JONES

REAL ESTATE BROKER:

RE/MAX CIMARRON REALTY

RANDY GREGORY

LAND TITLE CLOSING AGENT:



Jeff Burgess



Agreement for Taxes

It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as: **495 LAURA ST, RIDGWAY, CO 81432**

Tax Schedule Number: R6145

Current Year Taxes have been adjusted as of the date of closing based on Previous Years Taxes

Previous Year Tax Amount: \$266.54

☐ Other:

This adjustment shall be:

☒ A final settlement.

☐ Re-adjusted between the Buyer(s) and Seller(s) as soon as the taxes have been billed by the County Treasurer. If a re-adjustment is necessary, Land Title Guarantee Company will not make or be responsible for this re-adjustment.

It is further understood and agreed between the Buyer(s) and Seller(s) that:

☐ No governmental body taxing authority has certified an assessment lien to the County Treasurer for special improvements installed prior to the date of the Buyer's execution of the Agreement for Purchase.

☐ Special Taxing District Assessments being paid in annual installments are to be assumed by the Buyer(s), with current annual assessments in the amount of **\$0.00**, with the total payoff amount of this assessment being **\$0.00**. This assessment will be fully paid on _____.

Note: Land Title Guarantee Company and/or its underwriter assumes no responsibility or any liability for the adjustment of special taxes on assessments unless they are shown on the County Treasurer's Certificate of Taxes Due. Any adjustment shall be made between the Buyer's and Seller(s), if necessary, and Land Title Guarantee Company, or its underwriter will not make or be responsible for the re-adjustment or liability in connection therewith.

This Agreement made and executed this day of **February 27th, 2018**

Seller(s)

PARKSIDE RIDGWAY HOLDINGS LLC

By: _____

**MICHAEL J. LYNCH, AUTHORIZED
REPRESENTATIVE**

Buyer(s)


BRYCE LANIER JONES


RYAN ANDREW JONES



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This Agreement made and executed this day of **February 27th, 2018**

Seller(s)

PARKSIDE RIDGWAY HOLDINGS LLC

By: *Michael J. Lynch, AR*

**MICHAEL J. LYNCH, AUTHORIZED
REPRESENTATIVE**

Buyer(s)

BRYCE LANIER JONES

RYAN ANDREW JONES



AGREEMENT FOR TAP FEES

It is hereby understood and agreed between the Buyer(s) and Seller(s) of the property known as **495 LAURA ST, RIDGWAY, CO 81432** that the water/sewer tap fees and/or any water availability fees have been addressed as of this date on the basis of:

VACANT LAND:

☐ Well and septic – no adjustment required and no related fees are due and owing.

☐ Water/sewer tap fees and/or any water availability fees or assessments have been paid in full by _____

Land Title Guarantee Company or its underwriter does not guarantee the sufficiency of said payment and will not be responsible should additional fees be owing or become due.

☒ Water/sewer tap fees and/or any water availability fees or assessments have not been paid. Payment for said fees shall be paid by **BUYER**

Land Title Guarantee Company or its underwriter does not guarantee the sufficiency of said payment and will not be responsible should additional fees be owing or become due.

☐ Water/sewer tap fees and/or any water availability fees or assessments have not been paid but will be paid by _____ outside of closing. Before said fees become delinquent: _____ will cause said fees to be paid in full and shall cause the above referenced property to be thereby freed from any lien or discontinuance of service due to non-payment of fees.

NEW CONSTRUCTION:

☐ Water/sewer tap fees and/or any water availability fees or assessments have been paid in full by _____

Land Title Guarantee Company or its underwriter does not guarantee the sufficiency of said payment and will not be responsible should additional fees be owing or become due.

☐ Well and septic – no adjustment required and no related fees are due and owing.

FURTHER, Seller acknowledges that there is [X] is not [] currently a formal or informal homeowners/landowners association and/or sub-association which may require periodic assessments and other fees as a result of this transaction. If there is an association and/or sub-association heretofore not known to the settlement agent and/or seller's agent, Land Title Guarantee Company shall escrow funds from seller pending receipt of a written status letter from the association.

In the event the homeowners'/landowners' association dues, assessments or fees exceed the escrowed amount, the additional charges are the responsibility of the Seller(s). Land Title Guarantee Company or its underwriter shall not make or be responsible for the additional charges.

If there is a formal or informal homeowners'/landowners' association involved and if that association has requested copies of the Buyer and Seller Settlement Statements as a requirement to transfer their records to the new owners, the undersigned hereby authorize Land Title Guarantee Company to deliver a copy of said statements to that association. Land Title Guarantee Company is hereby released of any liability in connection with same.


This agreement made on **February 27th, 2018**

SELLER(S)


PARKSIDE RIDGWAY HOLDINGS LLC

By: _____
**MICHAEL J. LYNCH, AUTHORIZED
REPRESENTATIVE**

BUYER(S)



BRYCE LAMER JONES



RYAN ANDREW JONES



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This agreement made on **February 27th, 2018**

SELLER(S)

PARKSIDE RIDGWAY HOLDINGS LLC

By: _____

**MICHAEL J. LYNCH, AUTHORIZED
REPRESENTATIVE**

BUYER(S)

BRYCE LANIER JONES

RYAN ANDREW JONES



Purchaser's Final Affidavit and Agreement

State of Colorado)
) ss.
County of Ouray)

File No: 85005089

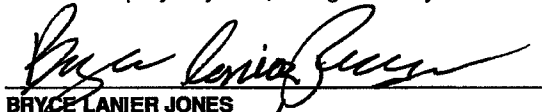
RE: Real property and improvements located at: **495 LAURA ST, RIDGWAY, CO 81432**, in the County of **Ouray** State of Colorado, and more particularly described in the Commitment issued under the above Commitment No. **85005089** (the "Property").

LOT 5, PARKSIDE SUBDIVISION, COUNTY OF OURAY, STATE OF COLORADO.

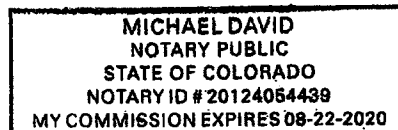
The Purchaser (the "Purchaser") of the Property, hereby makes the following representations to Land Title Guarantee Company, and any title insurance company for which the Company is agent (collectively the "Company"), with full knowledge and intent that the Company shall rely thereon:

1. The Purchaser has not contracted with, or hired, any person or contractor to furnish services, labor or materials, including any person to furnish architectural or surveying work, for the construction, remodeling, renovations, repair or other maintenance, of improvements on the Property, within the last 120 days.
2. If any person or contractor, within the last 120 days, has furnished services, labor or materials, including any person who has furnished architectural or surveying work, for the construction, remodeling, renovations, repair or other maintenance of improvements on the Property, at the request or on behalf, of the Purchaser, such person or contractor has been paid in full. A complete description of such work or service with all payment information is attached.
3. The Purchaser has not entered into any contract or other agreement creating any right, interest or lien on the Property, or whereby the Property or any portion thereof has been leased. (If all or a portion of the Property is in possession of tenants, or under lease, attach a detailed rent roll with copies of the lease agreement(s)).
4. The Purchaser has taken, or will take, possession of the premises on **02/27/2018**.
5. The full purchase price has been paid by the Purchaser to Seller.

In light of the foregoing facts and representations, the Purchaser, in consideration of the issuance by the Company of a policy of Title Insurance covering Property, in the form set out in the Commitment, hereby promises, covenants and agrees to hold harmless, protect and indemnify the Company, from and against those liabilities, losses, damages, expenses and charges, including but not limited to reasonable attorneys' fees (including attorney's fees in the enforcement of this agreement) and expenses of litigation which the Company may incur, arising out of any inaccuracies in the above representations.


BRYCE LANIER JONES


RYAN ANDREW JONES




State of COLORADO)
) ss.
County of DENVER)

The foregoing Final Affidavit and Agreement was subscribed and affirmed before me on this day of February 26th, 2018 by **BRYCE LANIER JONES AND RYAN ANDREW JONES**

Witness my hand and official seal

My Commission expires: 8/22/20



Notary Public



DISCLOSURES

The undersigned hereby acknowledge that they understand and agree to the following provisions:

Laws Relating to Unclaimed Funds

All parties are hereby advised that checks issued by Land Title Guarantee Company ("Land Title") and not cashed by the payee are subject to laws of escheat and/or unclaimed property. Should Land Title transfer such funds to a state office, pursuant to such laws, Land Title shall be released from all further responsibility under this agreement and shall not be liable to any Party.

FDIC Limit Notice

The insurance coverage provided by the Federal Deposit Insurance Corporation protects a depositor up to cumulative maximum deposit of \$250,000.00 for each insured financial institution. Ownership is determined by the deposit records of the financial institution and/or the records of the named custodian of any escrow accounts. Land Title and its underwriter assume no responsibility for nor will the undersigned hold same liable for any loss which arises from the fact that the amount of the above deposit may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000.00.

Funds Held by Land Title

Land Title shall deposit all funds received pursuant to any closing and settlement services separate and apart from the assets of the company, in an account designated as an escrow account or custodial account and so recognized by the depository institution in the name of Land Title as Escrow Agent (Escrow Account). Similar deposits from other customers conducting other real estate transactions are included in this Escrow Account. The majority of these funds are received at closing and on completion of the transaction, are disbursed for the benefit of the seller, buyer or in the case of a refinance, for the benefit of the owner.

Land Title will pay any and all costs associated with the use of the Escrow Account, but in order to help keep settlement costs and fees down, Land Title may arrange for the bank to provide it with a number of services at a reduced rate, or at no charge, or may earn interest on the Escrow Account balance. Interest earned, if any, shall be paid to Land Title. In no event will any such arrangement restrict or limit in any way the disbursement of the funds you deposit in accordance with the instructions given by you and the Statement of Settlement relating to your transaction.

The party for whose benefit the funds are disbursed (most often the seller or owner, in the case of a refinance) may elect to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to that party. If the seller or owner makes this election, please (i) inform Land Title immediately, (ii) check the box provided below on this form and (iii) complete an IRS Form W-9 (which will be provided by Land Title). It is important to know that the fiduciary funds cannot be placed in a separate interest bearing account for that party's benefit until Land Title is in receipt of all required forms. A non-refundable administrative fee of \$50.00 will be collected by Land Title as compensation for processing the documentation, set up and transfer of funds to the separate account, maintaining of audit and reconciliation records and coordinating the tax documentation.

Authorized and accepted this day of February 27th, 2018.

Seller(s):

PARKSIDE RIDGWAY HOLDINGS LLC

By:

**MICHAEL J. LYNCH, AUTHORIZED
REPRESENTATIVE**

Buyer(s):

BRYCE LANIER JONES

RYAN ANDREW JONES

If the election is made to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to you, please check the appropriate box below.

- ☐ Seller hereby elects to have Seller's fiduciary funds invested and agrees to the administrative fee of \$50.00.
- ☐ Buyer hereby elects to have Buyer's fiduciary funds invested and agrees to the administrative fee of \$50.00.
- ☐ Owner (Refinance) hereby elects to have Owner's fiduciary funds invested and agrees to the administrative fee of \$50.00.



DISCLOSURES

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Authorized and accepted this day of **February 27th, 2018**.

Seller(s):

PARKSIDE RIDGWAY HOLDINGS LLC

By:

Michael J. Lynch, AR
**MICHAEL J. LYNCH, AUTHORIZED
REPRESENTATIVE**

Buyer(s):

BRYCE LANIER JONES

RYAN ANDREW JONES

If the election is made to have a portion of the interest earned on the fiduciary funds in the Escrow Account paid to you, please check the appropriate box below.

☐
☐
☐

Seller hereby elects to have Seller's fiduciary funds invested and agrees to the administrative fee of \$50.00.

Buyer hereby elects to have Buyer's fiduciary funds invested and agrees to the administrative fee of \$50.00.

Owner (Refinance) hereby elects to have Owner's fiduciary funds invested and agrees to the administrative fee of \$50.00.





State Documentary Fee
Date: February 27, 2018
\$12.90

Warranty Deed

(Pursuant to 38-30-113 C.R.S.)

THIS DEED, made on **February 27th, 2018** by **PARKSIDE RIDGWAY HOLDINGS LLC** Grantor(s), of the County of **San Miguel** and State of **Colorado** for the consideration of **(\$129,000.00) ***One Hundred Twenty Nine Thousand and 00/100***** dollars in hand paid, hereby sells and conveys to **BRYCE LANIER JONES AND RYAN ANDREW JONES** Grantee(s), as Joint Tenants whose street address is **1091 E. BAYAUD AVE W2609, DENVER, CO 80209**, County of **DENVER**, and State of **Colorado**, the following real property in the County of **Ouray**, and State of **Colorado**, to wit:

LOT 5, PARKSIDE SUBDIVISION, COUNTY OF OURAY, STATE OF COLORADO.

also known by street and number as: **495 LAURA ST, RIDGWAY, CO 81432**

with all its appurtenances and warrants the title to the same, subject to *general taxes for the year 2018 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matters (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusions of the Property within any special tax district; Any special assessment if the improvements were not installed as of the date of Buyer's signature on the Contract to Buy and Sell Real Estate, whether assessed prior to or after Closing; and other NONE*

PARKSIDE RIDGWAY HOLDINGS LLC

By: *Michael J. Lynch, A.R.*

**MICHAEL J. LYNCH, AUTHORIZED
REPRESENTATIVE**

State of **Colorado**

)
)ss.

County of **SAN MIGUEL**

)

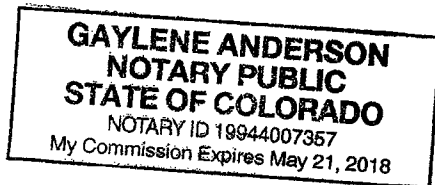
The foregoing instrument was acknowledged before me on this day of **February 27th, 2018** by **MICHAEL J. LYNCH, AUTHORIZED REPRESENTATIVE OF PARKSIDE RIDGWAY HOLDINGS LLC**

Witness my hand and official seal

My Commission expires: **05-21-2018**

[Signature]
Notary Public

When Recorded Return to: **BRYCE LANIER JONES AND RYAN ANDREW JONES**
1091 E. BAYAUD AVE W2609, DENVER, CO 80209



Approval of Deed, Bill of Sale and Tenancy

The undersigned **BRYCE LANIER JONES AND RYAN ANDREW JONES** Buyer(s) hereby acknowledge that they intend to take title to the following described property:

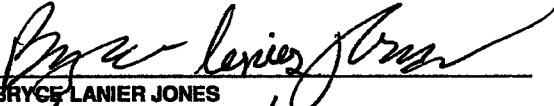
LOT 5, PARKSIDE SUBDIVISION, COUNTY OF OURAY, STATE OF COLORADO.

As ☒ Joint Tenants ☐ Tenants in Common ☐ Other _____

Whose mailing address is: **1091 E. BAYAUD AVE W2609, DENVER, CO 80209**

They have reviewed the **GENERAL WARRANTY DEED** and **Bill of Sale** dated **February 27th, 2018** from **PARKSIDE RIDGWAY HOLDINGS LLC** to **BRYCE LANIER JONES AND RYAN ANDREW JONES** and by their signature hereto approve the deed and confirm that it correctly reflects the choice of tenancy, if applicable.

Date: **February 27, 2018**



BRYCE LANIER JONES



RYAN ANDREW JONES



REAL PROPERTY TRANSFER DECLARATION - (TD-1000)

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S. and 39-13-102(5)(c), C.R.S.

1. Address and/or legal description of the real property sold: Please do not use P.O. Box numbers

LOT 5, PARKSIDE SUBDIVISION, COUNTY OF OURAY, STATE OF COLORADO.

2. Type of Property purchased: ☐ Single Family Residential ☐ Townhome ☐ Condominium ☐ Multi-Use Res ☐ Commercial
☐ Industrial ☐ Agricultural ☐ Mixed Use ☒ Vacant Land ☐ Other _____

3. Date of Closing: February 27, 2018

Date of Contract if different than date of closing: January 02, 2018

4. Total sale price: Including all real and personal property. \$129,000.00

5. Was any personal property included in the transaction? Personal property would include, but not limited to, carpeting, draperies, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.

☐ Yes ☒ No If yes, approximate value \$ _____ Describe: _____

6. Did the total sales price include a trade or exchange of additional real or personal property? If yes, give the approximate value of the goods or services as of the date of closing.

☐ Yes ☒ No If yes, value \$ _____

If yes, does this transaction involve a trade under IRS Code Section 1031? ☐ Yes ☒ No

7. Was 100% interest in the real property purchased? Mark "no" if only a partial interest is being purchased.

☒ Yes ☐ No If no, interest purchased: _____ %

8. Is this a transaction among related parties? Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.

☐ Yes ☒ No

9. Check any of the following that apply to the condition of the improvements at the time of purchase:

☐ New ☐ Excellent ☐ Good ☐ Average ☐ Fair ☐ Poor ☐ Salvage

N/A VACANT LAND

If the property is financed, please complete the following:

10. Total amount financed: \$ _____

11. Type of financing: (Check all that apply)

New Assumed Seller Third Party Combination; Explain

☐ ☐ ☐ ☐ ☐



12. Terms: ☐ ☐ ☐ ☐ ☐
- ☐ Variable Starting interest rate % _____
- ☐ Fixed Interest rate % _____
- Length of time _____ years
- Balloon Payment ☐ Yes ☐ No If yes, amount \$0.00 Due Date _____

13. Mark any that apply: ☐ Seller assisted down payment ☐ Seller concessions ☐ Special terms of financing.

If marked, please specify: _____

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments, and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee? ☐ Yes ☐ No
If yes, franchise or license fee value? _____
15. Did the purchase price involve an installment land contract? ☐ Yes ☐ No
If yes, date of contract: _____
16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing?
☒ Yes ☐ No

Remarks: Please include any additional information concerning the sale you may feel is important.

17. Signed on this day of **February 27, 2018**
Have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number.
Signature of ☒ Grantee(Buyer) ☐ or Grantor(Seller)


BRYCE LANIER JONES


RYAN ANDREW JONES

18. All future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to:
BRYCE LANIER JONES AND RYAN ANDREW JONES

1091 E. BAYAUD AVE W2609 DENVER, CO 80209

Phone: _____

Email: _____



**TOWN OF RIDGWAY, COLORADO
ACKNOWLEDGMENT OF FEES AND COSTS**

Bryce Jones ("Applicant") and Bryce Jones ("Owner") do hereby acknowledge that with the filing of an application, or seeking Town review under Chapter 7, Section 3 or Section 4 of the Town of Ridgway Municipal Code, that it is subject to the requisite fees and costs associated with such action, in accordance with 7-3-20 and 7-4-12, including out-of-pocket legal fees and/or engineering fees.


Applicant and Owner acknowledge that no plat shall be recorded, improvement accepted, lien released, building permit issued, tap approved or final approval action taken until all fees then due are paid to the Town.

Applicant and Owner acknowledge that the Town may suspend review of submittals, inspection of improvements, and processing of a subdivision, as it deems appropriate, unless all amounts are paid as due.

Applicant and Owner further acknowledges that unpaid fees may be certified to the Ouray County Treasurer for collection as delinquent charges against the property concerned.

Acknowledged this 23 day of January, 2019.

APPLICANT:

By: 

Bryce Jones, authorized signer
(print name)

PROPERTY OWNER:

By:  

Bryce Jones & Ryan Jones, authorized signer
(print name)

Bryce Jones & Ryan Jones
791 & 795 N Laura St.
Ridgway, CO 81432

January 27, 2019

Town Planning Commission
201 N. Railroad St.
Post Office Box 10, Ridgway,
Colorado 81432 Ridgway, CO 81432

Dear Town Planning Commission,

We are writing to kindly request permission to divide the duplex located at 791 & 795 N Laura St. into two attached single-family homes.

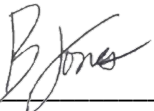
The land was purchased, and duplex built last year with the goal being that we (two brothers) would both move to Ridgway when job and life circumstances permitted. We both love Ridgway, and ever since discovering it six years ago when our parents, Dave Jones & Judi Chamberlin, retired here, we've wanted to relocate ourselves. Until then, we are using the property for long-term rentals, adding to a short supply of such properties in town.

The duplex was constructed with help from a family loan that we need to repay in the coming months, thus we've been in the process of trying to take out a mortgage on the property. One challenge has been in finding comparable (duplex) properties sold within the Ridgway area in the recent past. This makes it difficult to receive an appraisal—necessary when doing a refinance—and thereby get a bank loan. In contrast, comparables for attached single family homes are readily available, which means doing the duplex conversion should allow us to get mortgage financing we need.

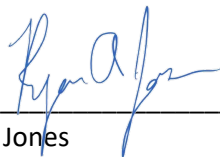
Aiding in splitting the units, all utilities, floors, crawl spaces, and walls are separate between the units by virtue of being constructed off-site and assembled as modular pieces. Both units have separate water taps and each unit can have water shut off independently. Electricity meters are on separate garages and conduits pass only through utility easements. The wall between the units is fully engineered as an exterior wall and has an air gap from top to bottom, and thus, the floors do not extend between the units. This minimizes sound transmittance and maximizes fire safety. The crawl spaces have separate entrances and no shared space under the units. In addition, unit entrances are on opposite sides of the units from one another giving maximum privacy. We hope these factors help in allowing the units to be split.

We appreciate both your time and consideration.

Sincerely,

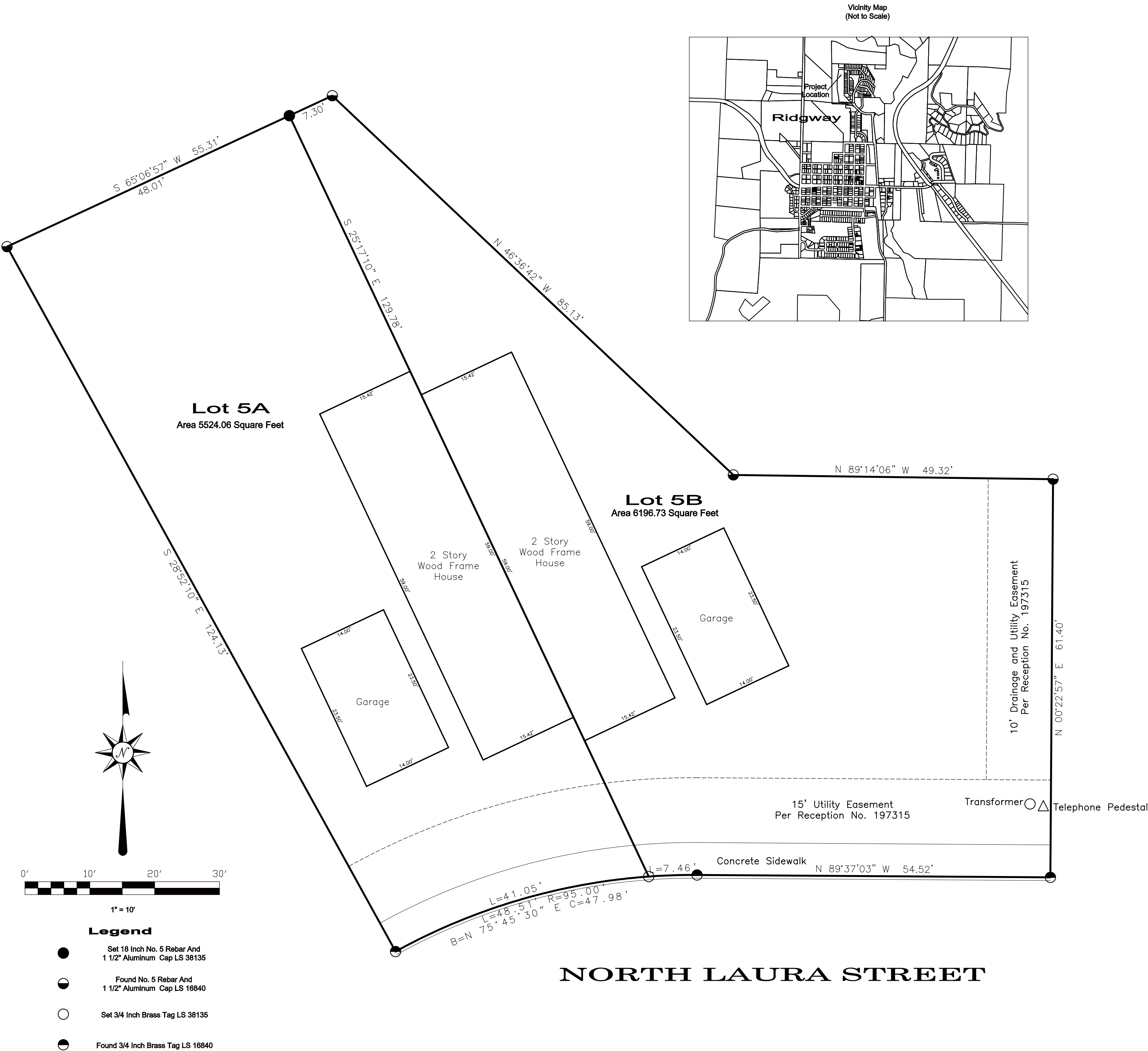


Bryce Jones



Ryan Jones

Jones Junction Subdivision
Formerly known as Lot 5, Parkside Subdivision, Town of Ridgway
Located in Southeast 1/4 Section 8, Township 45 North, Range 8 West, NMPM, Town of Ridgway, County of Ouray, State of Colorado



CERTIFICATE OF DEDICATION AND OWNERSHIP

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

Lot 5, Parkside Subdivision, Town of Ridgway, County of Ouray, State of Colorado

have by these presents laid out, platted and subdivided the same into lots, as shown on this Plat under the name of Jones Junction Subdivision. Private easements are reserved or conveyed for the purposes as indicated on the plat.

Executed this ____ day of _____, A.D. 201__.

By: _____
Bryce Jones

By: _____
Ryan Jones

NOTARIAL:

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this ____ day of _____, 201__ by Bryce Jones.

Witness my hand and official seal.

My commission expires: _____

Notary Public

NOTARIAL:

STATE OF _____)
COUNTY OF _____) ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this ____ day of _____, 201__ by Ryan Jones.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ATTORNEY'S CERTIFICATE

I, _____, an attorney at law duly licensed to practice before the courts of record of Colorado, do hereby certify that I have examined the title of all land herein platted and that title to such land is in the dedicator(s) and owners, and that the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except as follows:

Dated this ____ day of _____, A.D., 201__.

_____, Attorney at Law

SURVEYOR'S CERTIFICATE

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

Peter C Sauer
License No. 38135

NOTES

1. All outdoor lighting fixtures to comply with town of Ridgway regulations.

2. The property platted herein, other than streets or other tracts dedicated to the Town, is subject to the declaration of DECLARATION OF COVENANT IMPOSING A PARTY WALL AGREEMENT AND EASEMENT FOR INGRESS, EGRESS AND UNDERGROUND UTILITIES as recorded in the Ouray County Records at Reception No. _____.

3. The property platted hereby is subject to the plat notes as recorded in PARKSIDE SUBDIVISION as recorded in the Ouray County Records at Reception No. 197315, and the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF PARKSIDE SUBDIVISION as recorded in the Ouray County Records at Reception No. _____.

4. The property platted hereon is subject to the prior easements as shown hereon.

5. There is hereby created a blanket easement upon, across, over, in and under the Property shown hereon, both burdening and benefitting Lot 5A and Lot 5B, and the structures and improvements situated on said Property for ingress and egress, storm water drainage, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewer, gas, telephone, cable TV and electricity. Said blanket easement includes future utility services not presently available to the Units which may reasonably be required in the future. By virtue of this easement, it shall be expressly permissible for the companies providing utilities to erect and maintain the necessary equipment on any of the Lots and to affix and maintain electrical and/or telephone wires, circuits, conduits and pipes on, above, across and under the roofs and exterior walls of the improvements, all in a manner customary for such companies in the area surrounding the Property, subject to approval by the affected Lot Owner.

6. BASIS OF BEARINGS: The west line of LOT 5, PARKSIDE SUBDIVISION, TOWN OF RIDGWAY, COLORADO per the plat recorded at reception No. 197315 in the office of the Ouray County Clerk and Recorder is recorded as as being S 28°52'10" E

NOTICE

According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

TOWN COUNCIL:

Approved by the Ridgway Town Council this ____ day of _____, A.D. 201__.

by _____, Mayor.

PLANNING COMMISSION:

Approved by the Ridgway Planning Commission this ____ day of _____, A.D. 201__.

by _____, Chairman.

TOWN ATTORNEY'S CERTIFICATE:

Approved for recording this ____ day of _____, 201__.

Town Attorney

CERTIFICATE OF IMPROVEMENTS

The undersigned, Town Manager of the Town of Ridgway, certified that all required improvements are installed, available and adequate to serve each lot.

Date: _____

Jen Coates, Town Manager


RECORDER'S CERTIFICATE

This plat was filed for record in the office of Clerk and Recorder of Ouray County at ____ M. on the ____ day of _____, A.D. 201__, under

Reception No. _____

By _____
Michelle Nauer, Ouray County Clerk and Recorder

Deputy

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 1/27/19	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			
	OFFICE (970) 249-5349 CELL (970) 729-1289 1147 OURAY COUNTY ROAD 22 MONTROSE, CO 81403 WWW.ORIONSURVEYING.COM			
	DRAWING PATH: Replat 1-19			
	SHEET No. 1 OF 1			
	PROJECT: 18003			

DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

This Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements (the "Declaration") is made this 7 day of February, 2019 by Bryce Jones & Ryan Jones (the "Declarant").

RECITALS

WHEREAS, Declarant is the owner of certain real property in the City of Ridgway, County of Ouray, State of Colorado at the addresses 791 and 795 N Laura St.; and

WHEREAS, Declarant intends to subdivide the Property into two lots, each lot designed and intended for use, with the improvements thereon, as a residential dwelling; and

WHEREAS, Declarant desires to establish for its own benefit and the mutual benefit of all future owners, tenants and occupants of the Property, certain easements or rights in, over, under, upon and along the Property and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and
and

NOW THEREFORE, Declarant does hereby declare that the following terms and covenants, conditions, easements, restrictions, uses, reservations, limitations and obligations shall be deemed to run with the land comprising the Lots and shall burden and benefit each individual Lot, its grantees, successors and assigns and any person acquiring or owning an interest in such Lots and improvements thereon and their respective grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I DEFINITIONS

"City" shall mean and refer to the City of Ridgway located in Ouray County, Colorado.

"Benefitted Owner" shall mean an Owner for which an easement or party wall is created pursuant to this Declaration or the Subdivision Plat.

"Declarant" shall mean and refer to Bryce Jones and Ryan Jones, their successors and assigns.

"Declaration" shall mean this Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for the Subdivision.

"Lot" shall mean one of 2 separately platted lots designated as such on the subdivision plat, titled "Jones Junction". The Lot is located in Parkside subdivision, Lot #5.

"Owner" or "Lot Owner" shall mean any record owner, whether one or more persons or entities, of a fee simple interest in or to any Lot or Unit, but excluding any such person having an interest herein merely as a mortgagee or beneficiary under a deed of trust, unless such mortgagee or beneficiary under deed of trust has acquired fee simple title hereto pursuant to foreclosure or any conveyance in lieu thereof.

"Party Wall" or "Party Walls" shall mean all walls that have an gap of less than one foot between the two Units.

"Party Roof" shall mean the common roof that is integrated between the two Units.

"Property" shall mean the real estate legally described in Exhibit A, attached hereto and incorporated herein by reference.

"Shared Elements" shall mean structures that are located across Lots or serve more than one Lot, including but not limited to the Party Roof.

"Subdivision" or "Subdivision Plat" shall mean the subdivision plat, titled "Jones Junction", approved by the City of Ridgway.

"Unit" shall mean a residential housing unit consisting of a group of rooms which may be attached to one or more other Units by common Party Walls.

ARTICLE II ESTABLISHMENT OF COVENANTS, CONDITIONS AND RESTRICTIONS

A. Declarant hereby declares that both Lots shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of the Lots and which shall run with the Property and be a burden binding on all parties having any right, title, or interest in the property or any part thereof, their heirs, personal representatives, successors and assigns and shall inure to the benefit of each Lot Owner, their heirs, personal representative, successors and assigns.

B. Each provision of this Declaration and each agreement, promise, covenant or undertaking to comply with or to be bound by the provisions of this Declaration which is contained herein shall:

1. Be deemed incorporated in each deed or other instrument by which any right, title or interest in any Lot is granted, devised or conveyed, whether or not set forth or referenced in such deed or instrument; and

2. By virtue of acceptance of any right, title or interest in any Lot by an Owner, such Owner shall be deemed to have accepted, ratified, adopted and declared said agreements, promises, covenants and undertakings as personal covenants of such Lot Owner and such Lot Owner's heirs, personal representatives, successors and assigns to, with and for the benefit of the other Lot Owners.

ARTICLE III RECIPROCAL EASEMENTS

A. Cross Access Easements. Cross access easements are for the benefit of all Lots for common pedestrian access to Lots and maintenance of the same.

B. Roof Easement. An easement is hereby granted to each Owner for access to the Party Roof for the limited purpose of repair and maintenance of such Party Roof.

ARTICLE IV PARTY WALLS

A. Each Owner shall have the right to use Party Walls below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said Units and for the support of any building constructed to replace the same, and shall have the right to maintain in or on said wall any pipes, ducts or conduits originally located therein or thereon subject to the restrictions hereinafter contained. The title of each Owner to the portion of each Party Wall within such Unit is subject to a cross easement in favor of the adjoining Owner for joint use of said wall.

B. A Party Wall shall not be materially altered or changed. No Owner of a Lot shall have the right to destroy, remove or make any structural changes in the Party Wall shared with another Unit which would jeopardize the structural integrity of either of the Units without the prior written consent of the other Lot Owner and any first mortgagee with respect to such Party Wall; and no Unit Owner shall subject a Party Wall to the insertion or placement of timbers, beams or other materials in such a way as to adversely affect the party wall's structural integrity. No Lot Owner shall subject a Party Wall to any use which in any manner whatsoever may interfere with the equal use and enjoyment of the Party Wall by the adjoining Lot Owner, provided, however, that all the covenants and restrictions contained herein shall be subject to the presently existing uses of the Party Wall.

C. Should a Party Wall be structurally damaged or destroyed by either the intentional act or negligence of a Lot Owner (the "Responsible Owner") or the Responsible Owner's agent, contractor, employee, tenant, family member, licensee, guest or invitee, such Responsible Owner shall promptly rebuild and/or repair the Party Wall and shall compensate the other Lot Owner sharing such Party Wall for any damages sustained to person or property as a result of such intentional or negligent act. If the Responsible Owner shall neglect or refuse to pay all of such costs in a timely manner, the other Lot Owner may have such Party Wall repaired or restored and shall be entitled to bring suit to recover the amount of such defaulting Owner's share of the repair or replacement costs, and the defaulting Responsible Owner shall, in addition, pay all reasonable costs of collection, including reasonable attorney's fees.

E. Should a Party Wall be structurally damaged or destroyed by causes other than the intentional act or negligence of a Lot Owner (or its agent, contractor, employee, tenant, family member, licensee, guest or invitee), the damage or destroyed Party Wall shall be repaired or rebuilt at the joint expense of the Lot Owners sharing such wall or element, each to pay one-half or proportional share, as the case may be, of the cost thereof.

F. To the extent not inconsistent with the terms and conditions of this Declaration, the general rules of law of the State of Colorado concerning party walls and party roofs shall be applicable hereto.

ARTICLE V MAINTENANCE OF SHARED ELEMENTS

A. The Owners shall be jointly and severally liable and responsible for maintaining the Shared Elements in full compliance with all applicable laws, City ordinances and requirements. The Owners may, by consensus engage a management company to perform such maintenance obligations and agree to escrow

funds in order to fulfill the payment obligations of such services. In the event no management company is engaged, one or more Owners may contract for any necessary work and obtain reimbursement from the other Owners benefitting from the work. An Owner may seek a determination through the dispute resolution process set forth in Article XII that the work is deemed necessary and that benefitted Owners are required to contribute.

B. **SPECIFIC SHARED ELEMENTS.** Any costs to maintain, service or replace the following Shared Elements shall be shared equally by all the Owners, unless otherwise specified below based on the proportionate benefit of the Shared Elements to specific Lots.

Center cap piece on standing seam metal roof.

C. Each Lot Owner acknowledges, agrees and understands the City of Ridgway has no responsibility for the repair or maintenance of any Shared Elements or any other private improvements on the Property.

ARTICLE VI ALTERATION, MAINTENANCE AND REPAIR OF UNITS/LOTS

A. Each Owner shall, at its sole cost and expense, maintain, repair and replace all exterior components of its Unit in a clean, safe and working condition, including, but not limited to, the exterior walls of each Lot, plantings, parking areas and other outdoor improvements.

B. No Lot Owner shall undertake any alteration, maintenance or repair to any Unit which would violate any zoning or building ordinance or which might impair the structural soundness or safety of any Unit or a Party Wall, reduce the value of the Property or which might interfere with the use and enjoyment of any easement granted or reserved herein.

C. No Lot Owner shall make or suffer any material structural or exterior design change to its Unit or the Property, including, but not limited to, an exterior color scheme change, whether temporary or permanent, and any nature whatsoever, without first obtaining the prior written consent of the other Lot Owners which consent shall not be unreasonably withheld.

D. Lot owners shall be responsible for maintenance, service, repairs and replacement of all sewer and water service lines, meter pits, and other appurtenances from the main water meter pit for each building to the building connection(s) for each Unit.

ARTICLE VIII INSURANCE REQUIREMENTS

A. Each Lot Owner at its sole cost and expense, shall obtain and maintain at all times policies of insurance insuring its Unit and Lot and all fixtures therein against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of residential property, including those covered by the standard "all risk" endorsement policy that includes the "broad form" covered cause of loss.

ARTICLE IX
DAMAGE OR DESTRUCTION OF UNITS OTHER THAN PARTY WALLS

A. In the event of damage or destruction of any Unit or any part thereof by any cause whatsoever, except the negligence or intentional act of another Lot Owner as provided for herein below, each Lot Owner shall proceed with due diligence to cause the repair and restoration of its Lot, applying the proceeds of insurance, if any, for such purpose. Any damaged or destroyed Lot shall be promptly repaired and restored to its condition prior to the occurrence of such damage or destruction in such a manner consistent with the harmonious and common theme of the Lots.

B. If, due to the intentional act or negligence of an Owner or such Owner's agent, contractor, employee, tenant, family member, licensee, guest or invitee (the "Responsible Owner"), loss or damage shall be caused to any person or property or any Lot, such Responsible Owner shall be liable and responsible therefore, except to the extent such damage or loss is covered by insurance and the carrier of the insurance has waived its rights of subrogation against such Owner. The Responsible Owner shall proceed with due diligence to cause the prompt repair and restoration of any such property damage or destruction and shall compensate the person or other Owner for any damages sustained as a result of such intentional or negligent act.

ARTICLE X
USE RESTRICTIONS RELATING TO THE SUBDIVISION

A. No person shall do anything or keep anything on the Property which would be in violation of any statute, rule, ordinance, regulation, permit or other requirements of any governmental body.

B. No unsightliness or waste shall be permitted on or in any exterior part of the Property.

C. Lots shall not be used for any purpose contrary to or in violation of any pertinent City of Ridgway zoning ordinance. Lots shall be used for residential purposes consistent with the pertinent zoning ordinances of the City of Ridgway.

ARTICLE XI
DURATION, AMENDMENT AND TERMINATION

All provisions contained in this Declaration shall continue and remain in full force and effect in perpetuity from the date of recordation of this Declaration by the City of Ridgway, State of Colorado, or until terminated as provided for therein or the maximum period allowable pursuant to current law. This Declaration may be amended in writing only upon the written consent of both Lot Owners. This Declaration may be terminated only upon the written consent of both Lot Owners, in form acceptable for recordation in the City of Ridgway, State of Colorado, pursuant to law.

ARTICLE XII
DISPUTE RESOLUTION

Any controversy between Lot Owners arising out of the provisions of this Declaration may be submitted to mediation by agreement of the parties prior to the commencement of any legal proceeding.

The mediation agreement, if one is reached, may be presented to the court as a stipulation. Either party to the mediation may terminate the mediation process without prejudice. If either party subsequently violates the stipulation, the other party may immediately apply to the Court for relief.

In the event any dispute between the Lot Owners concerning any issue contained in this Declaration has not been settled through mediation or otherwise, the Parties shall submit such issue to Binding Arbitration under the current rules of arbitration under the uniform arbitration act or rules as enacted by the State of Colorado for arbitration. The Parties agree that the successful party in any arbitration shall be awarded all attorney's fees and costs including escrow fees. The Parties shall share in payment the initial costs and deposits for the arbitration and in the event any party fails to pay its portion by the day before the scheduled arbitration, the paying party shall be awarded a default judgment and shall be granted relief in accordance with its claims. Any award of costs shall include those initially paid for arbitration.

ARTICLE XIII MISCELLANEOUS

A. The provisions of this Declaration shall be in addition and supplemental to all other applicable provisions of law.

B. Whenever used herein, unless the context shall otherwise provide, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

C. Unless an Owner shall notify the other Owner of a different address, any notice required or permitted to be given under this Declaration to any Lot Owner or any other written communication to any Lot Owner shall be mailed to such Lot Owner, postage prepaid, first class U.S. Mail, registered or certified, return receipt requested, to the address of the Lot of the Owner(s) in question. If more than one person or entity owns a Lot, any notice or other written communication may be addressed to all such Owners and may be mailed in one envelope in accordance with the foregoing. Any notice or other written communication given hereunder shall be effective three (3) days after deposit in the U.S. Mail as aforesaid.

D. The invalidity or unenforceability of any provision of this Declaration shall not affect the validity or enforceability of any other provision or any enforceable part of a provision of this Declaration.

E. The captions and headings in this Declaration shall not operate as a waiver of any such provision or of any other provision in this Declaration.

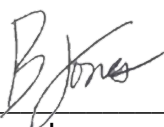
F. In conformance with Article XII, any Lot Owner shall have the right to enforce any provision of this Declaration, by action against an offending Lot Owner, for a breach of this Declaration and the damages caused therefrom, against a defaulting party which has affected that Lot or the collective Lots. Failure to enforce any provision of this Declaration shall not operate as a waiver of any such provision or of any other provision in this Declaration.

G. Time is of the essence in the performance of the provisions, covenants and restrictions of this Declaration.


H. Each Lot Owner, individually and collectively, hereby indemnifies, saves and holds harmless the City of Ridgway, its officers, employees and contractors, from and against any and all claims, causes of action, costs, damages, for personal injury and/or property damages arising out of or related to this Declaration or the use of the Property.

I. This Declaration shall be binding upon and inure to the benefit of the Declarant and each Lot Owner, its heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements, this 7th day of February, 2019.



By: Bryce Jones
Title: Owner



By: Ryan Jones
Title: Owner

By:
Title:

By:
Title:

Staff Report

Request: PUD/Minor Subdivision
Legal: Parkside Subdivision, Lot 5
Address: 791 and 795 N Laura Street
Parcel #: 430508414005
Zone: Low Density Residential District (R)
Applicant: Bryce Jones
Owners: Bryce Jones and Ryan Jones
Initiated By: Shay Coburn, Town Planner
Date: March 6, 2019

BACKGROUND

This request is for a PUD via the minor subdivision procedure for Lot 5 of the Parkside Subdivision. The lot is a designated duplex lot and a duplex was recently built on this lot.

Submitted with the Application for Public Hearing are the following:

1. Application for Hearing
2. Letter dated January 27, 2019
3. Acknowledgement of Fees and Costs form
4. Proof of Ownership
5. Plat Map
6. Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements

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



CODE PROVISIONS

RMC §7-3-11 Planned Unit Development (PUD), applicable criteria include:

(D) Dimensional Requirements and Densities:

(1) The dimensional requirements, which would otherwise be required by Town Zoning Regulations, or other Town regulations for the district affected, may be deviated from in accordance with the Plan as approved, if the Town determines that such deviations will promote the public health, safety and welfare.

(E) Procedures:

(1) Planned Unit Developments shall be reviewed in accordance with the same procedures for review of subdivisions as found in Subsection 7-4-5, 7-4-8, 7-4-9 or 7-4-10 of the Ridgway Municipal Code as applicable. The preliminary and final planned unit development plan shall comply with all requirements for a preliminary and final subdivision plat to the extent applicable. A hearing shall be held on the Planned Unit Development Plan or any substantial amendment thereto pursuant to the Review Procedure of Section 7-3-18.

(2) Approval of a Planned Unit Development by the Town is purely discretionary. If the Town and the Applicant do not agree on all required conditions and the plan, the Town may deny approval, or the Town may unilaterally impose conditions. If the developer does not accept the conditions, that development must adhere to standard dimensional, subdivision and zoning requirements.

RMC §7-4-8 Minor Subdivisions

(A) Subdivisions which meet all of the following criteria may be processed in accordance with the procedures outlined in this Subsection.

(1) The subdivision results in no more than 2 tracts, lots or interests.

(2) All lots or tracts are adjacent to a dedicated, maintained and accepted public street.

(3) The improvements required by Subsection 7-4-6 of these regulations are already in existence and available to serve each lot.

(4) Each lot will meet requirements of the Town Zoning Regulations without the necessity for any variance and no variance has been granted within the 3 previous years.

(5) No part of the subdivision has been approved as part of a minor subdivision within 3 years prior to the date of submission of the minor subdivision plat.

(6) A State Highway Access Permit has been obtained for any access to a State highway and Town driveway and access requirements will be met.

(7) The subdivision meets the Design Standards of these regulations.

(B) The subdivider shall submit the plat, fees, and supporting documents as applicable, in substantial conformity with Subsection 7-4-5(C), with the exception that a certificate of improvements completed or security for completion are not required; and instead, there must be a certification that all required improvements are already installed, available and adequate to serve each lot of the subdivision to be signed by the Town.

(C) The plat shall be reviewed in accordance with the procedures and requirements of Subsection 7-4-5(C).

RMC §7-3-16 Variances and Appeals, applicable criteria include:

(A) The Planning Commission may grant a variance from the Dimensional Requirements, Sign Regulations, Design or Performance Standards and other provisions of these regulations not related to "use", and excluding Off-Street Parking Requirements, following the review procedure of Subsection 7-3-18, provided that the criteria of this Subsection will be met. No variance shall be granted from the provisions governing "Uses By Right", and "Conditional Uses" within any zoning district. Variances shall be granted only if all the following criteria are met:

(1) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the zoning ordinance, and

(2) The spirit of the ordinance will be observed, the public health safety and welfare will be secured and substantial justice done by granting the variance.

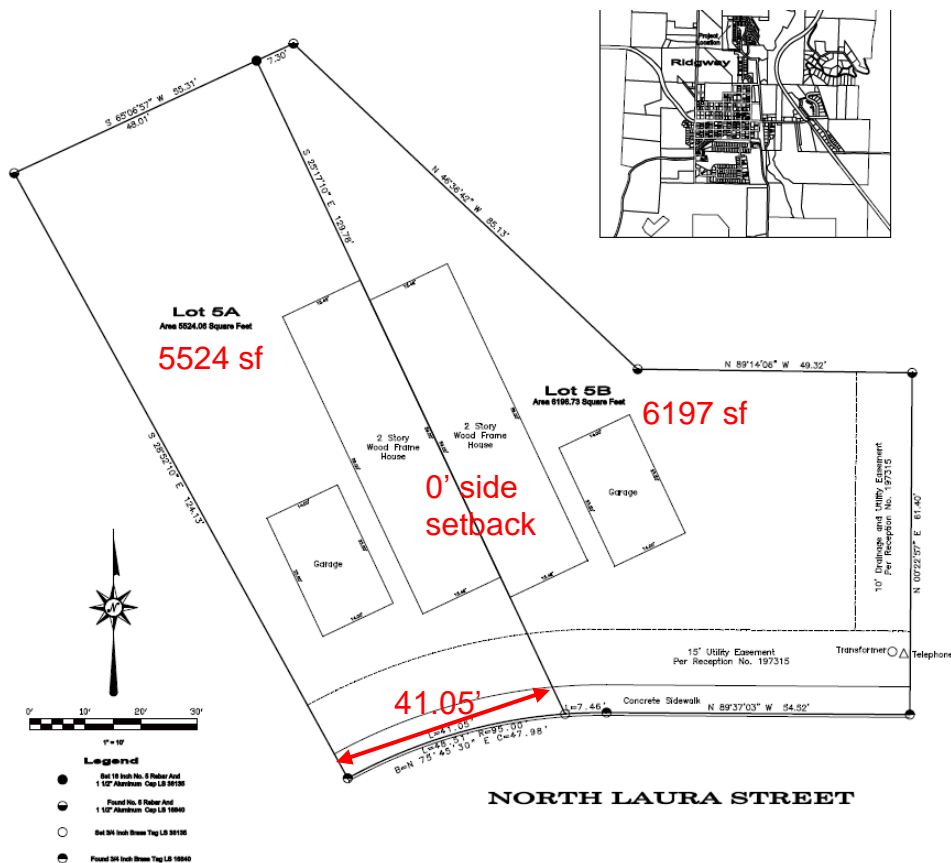
(C) The burden shall be on the Applicant to show that these criteria have been met.

(D) No variance on appeal shall be granted with less than 4 concurring votes of the Planning Commission.

ANALYSIS

This application is for a planned unit development via the minor subdivision process. The applicant is seeking this subdivision mostly due to financing issues. See the applicant's letter.

The criteria for a planned unit development and minor subdivision per the Ridgway Municipal Code are listed in the code provision section above. This minor subdivision meets all criteria, except item 4 regarding variances. Since this is technically a PUD, variances can be rolled into this application. Regarding criteria 4 and variances, this duplex or attached 2-unit structure with a "party wall" creates issues with the Town's dimensional requirements, specifically that of lot size, side setback, and street frontage. These items will require a variance.



Variances

Pursuant to §7-3-16 variances can be requested for dimensional requirements.

Lot size: The current property, Lot 5, consists of approximately 11,722 square feet. The proposed minor subdivision, as depicted, will create a violation to the subdivision regulations which speak to a minim lot size of 10,000 square feet. Please note that the lot size has already been reduced from that which would be otherwise required by approval of the original PUD Parkside Plat. Lot 5A is proposed to be 5,524 square feet and Lot 5B is proposed to be 6,197 square feet. This size of lot is not much smaller than established lots in the Parkside and neighboring River Park neighborhood, where many of the lots for single family residences are in the 6,500 – 8,500 square ft. range.

Side setback: The side setback on the interior of these properties will be 0'. The requirement in the Residential District is 8' minimum. The lot was originally platted as a duplex lot so this existing building with a 0' side setback between units was built by right but will need a variance to create two sperate lots.

Lot width: The street frontage or lot width requirement in this district is 50' minimum. Lot 5B will meet this requirement but Lot 5A will not. Lot 5A is proposed to be 41.05'. This lot line could be drawn at a slight angle to accommodate this lot width requirement but would make for an odd property line that runs in front of a unit rather than straight down the middle of the units. The proposed alignment makes practical sense with this existing building.

It seems that the spirit of the zoning requirements is met here, considering that the duplex structure has already been approved and built and that division of the lot does little to change the appearance and functionality of what was approved. In terms of the other criteria, the practical difficulty in this case may be the Applicant's ability or inability to obtain financing for the existing duplex.

Building Code

It is important to note that with a party wall arrangement certain building code provisions that address fire separation and penetrations will apply. As a modular built building, this duplex was built as two separate units with adequate fire separation. The only shared element is the middle cap on the standing seam roof. A Certificate of Occupancy has been issued for both units. In addition, each unit is served from a separate water tap.

Plat Map

The following edits will need to be made on the plat map:

- In the title replace "Formerly known as Lot 5, ..." with "A Minor Subdivision of Lot 5, ..."
- Reconcile the area of Lot 5A and 5b as they don't add up to the total of 11,722 per the current plat map.
- Dedication Certificate – fill in owner in first line and work out who needs to sign this document based on ownership of lot and units.
- Add: Treasurer's Certificate
I certify that as of the ____ day of _____, _____ there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.
Date: _____
Ouray County Treasurer: _____
- Note 3 – add to the end, "... and as may be amended from time to time." The reception number for the blank line is 197316.
- Note 5 – consider replacing with a more general blanket utility easement note: "Easements for utilities shall include a blanket utility easement over and across both lots." Or is there something specific here that the Application is trying to accommodate?
- Add the following plat note: "Each lot is limited to one principal dwelling unit for which applicable excise tax has been paid."
- Add the following plat note: "Lot 5A and Lot 5B are served by a commonly-owned sewer line that is connected to the Town of Ridgway sewer system. The owners of Lots 5A and 5B shall be jointly and severally responsible for any maintenance, repair, and/or replacement of the common sewer line. The Town of Ridgway shall bear no responsibility for the repair and upkeep of this sewer line."

Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements

Note that there are some positive aspects of this type of subdivision approach rather than a condominium declaration of covenants. One benefit is the avoidance of an additional homeowners association and governing

declaration of covenants, which essentially represents an added layer of governance and complexity to the residential structure. A consideration with this application is the need to have a “party wall agreement” that speaks to the matters that the Town would have otherwise wanted to see addressed in a condominium declaration of covenants. The Applicant has submitted a draft Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements. The document needs a few edits including the following:

- The document reads like there are more than two parties. Please identify what the new lots will be titled and then use consistent definitions for the two affected parties.
- The Town Attorney and Town staff have made comments in this draft document that will need to be made before this document can be finalized. Staff will share this with the Applicant.
- Should this document address the following?
 - Exterior appearance shall remain consistent and uniform (i.e.: no painting one half a different color, no replacing one half of roof if it doesn’t look the same as the other half).
 - Any fencing installed must match across units.
 - Maintain uniform landscaping and maintenance in the front so both lots appear to be under common ownership.
- Need to confirm who should sign this document based on ownership of the lots and units.

STAFF RECOMMENDATION

The newly built duplex on the subject property was built by-right. This PUD via the minor subdivision procedures will do little to change what is on the ground today. Due to all of the criteria being met, staff recommends approval of this application for a PUD via the Minor Subdivision procedures to be forwarded on to Town Council with the condition that the edits requested to the plat map and declarations in this staff report be completed.



From North Laura Street looking north

(03) Dark Skies Discussion

Information to be added



To: Ridgway Planning Commission
From: Shay Coburn, Town Planner
Date: March 5, 2019
RE: Dark Skies

At the February 13, 2019 Town Council meeting, Council directed staff to prioritize updating our lighting regulations in order to qualify to become an International Dark Sky Community (IDSC) through the International Dark-Sky Association (IDA). This memo is in follow up.

To become an IDSC there are a number of requirements to meet which are explained in detail in the Program Guidelines document from the IDA. Since we were nominated before 2018, we fall under the 2015 guidelines, see the full document attached to this memo. In short, some of the requirements could be met by a community organization, such as the effort led by Val Szwarc through ROCC. Staff believes that they have made a commitment to leading some of these efforts; however, this should be confirmed with the community group, so everyone is on the same page. The following is the list of minimum requirements from IDA, with questions, comments, and clarifications.

- A. **Update the Town lighting regulations** to comply with IDA minimum standards. This will require an ordinance to change RMC 6-5.
 - 1. Minimum requirements for a lighting code can be found in the 2015 guidelines document.
 - 2. See attached proposed revisions that includes comments and questions to work through.
- B. Community commitment to dark skies and quality lighting.
 - 1. **All Town owned lighting must conform**, or conform within a maximum of 5 years, to the new lighting regulations.
 - i. We need to determine if all town fixtures and areas conform to our proposed ordinance. Our lighting plan should have much of this information, but staff needs time to sort through the details.
 - ii. If all Town fixtures do not conform, we need to investigate what it will take to do so such as cost, time, and other resources.
 - 2. **Municipal support of dark skies** through Town publications, flyers, public service announcements, funding of lighting upgrades, etc.
 - i. Need to discuss how we would approach this and what resources it will take.
 - ii. How could the community group help?
- C. **Broad support for dark skies** from a wide range of community organizations.
 - 1. Who will do the outreach on this?
 - 2. What will be the Town's role?



- D. **Community commitment to dark skies and education** through 1) two dark skies awareness events per year, and/or 2) inclusion of dark sky awareness documents with other community informational documents, and/or 3) inclusion of dark sky education in community schools and curriculum.
 - 1. Who will be responsible for this?
 - 2. What will the Town need to commit to meet this requirement?
- E. **Success in light pollution control** by at least one of the following 1) examples of 10 projects built under the lighting code, showing success, and/or 2) alternative demonstration of success in light pollution control, to be discussed with IDA.
 - 1. 10 projects is a lot for a small town, it could take a lot of years to meet that criteria. What might the “alternative demonstration” be?
 - 2. What will be the Town’s role in meeting this requirement?
- F. **A sky brightness measurement program.**
 - 1. How will this work?
 - 2. What will be the Town’s role?
- G. **Reassessment of designation.**
 - 1. What will be the Town’s role?
- H. **Annual reports** showing that the efforts are being upheld and that progress is being made.
 - 1. Who will be responsible for this?
 - 2. What information will the Town need to gather for this report? What else will the town be responsible for in the annual reports?
- I. Per 2018 criteria, once certified, a **sign indicating International Dark Sky Community designation** must be erected and maintained.
 - 1. This is not a requirement per the criteria we fall under but it would be good to confirm if we will need/want to do this.
 - 2. Where will it go? What resources will this require from Town?

The requirements to become and remain an IDSC are not insignificant. Understanding who is responsible for the various requirements is vital to ensure continued success. For example, if the ultimate goal is to protect our dark skies, is this designation the best way to achieve that goal? Would we be setting unrealistic goals by adopting an ordinance that will require more resources than we have? Striving for this certification should be considered carefully and balanced with the many other priorities set by the Town.

CHAPTER 6

SECTION 5

Outdoor Lighting Regulations
Proposed Revisions to meet
guidelines of IDA**Subsections:**

- 6-5-1 General Provisions.
- 6-5-2 Nonconforming Lights.
- 6-5-3 Administration And Enforcement.
- 6-5-4 Appeals And Variances.
- 6-5-46-5-5 Purpose

(Section enacted by Ord 3-1997)

6-5-1 GENERAL PROVISIONS.

(A) All non-exempt outdoor light fixtures and illuminating devices permanently or temporarily installed outdoors, including but not limited to devices to illuminate signs, shall meet the following requirements:

(1) They shall be shielded so no light rays are emitted at angles which will allow the light to pass directly off of the premises appurtenant to the fixture.

(2) They shall be shielded so that no light rays are emitted by the installed fixture at angles above the horizontal plane.

(3) All fixtures designed to illuminate signs or structures shall be mounted above the area of the sign or structure to be illuminated.

(4) Blinking, flashing, rotating or moving lights are prohibited.

(5) Correlated color temperature (CCT) is limited to 3000 kelvin per fixture.

(6) The total amount of lumens per net acre is limited to:

(a) For commercial, industrial, and lodging properties the total amount of outdoor lighting shall not exceed twenty-five thousand (25,000) lumens per net acre.

(b) For multifamily residential properties the total amount of outdoor lighting, shall not exceed twenty thousand (20,000) lumens per net acre.

(c) For single family residential properties, the total amount of outdoor lighting, shall not exceed fifteen thousand (15,000) lumens per net acre and each fixture shall be limited to 850 lumens. Motion activated lighting should be utilized where practical.

(B) The following are exempt from the provisions of Subsection (A).

(1) Lights used to illuminate athletic fields, which are on only when the field is in use.

Commented [SC1]: Both of these regulations seem to meet requirement A) i), correct?

Commented [SC2]: This meets requirement A) ii), right?

Commented [SC3]: This section was added to meet the requirements of A) iii) and iv). Will it work?

We may also need to add something like: "Existing overhead street lighting owned and operated by the Town shall be limited to a lumen cap of 7000 lumens per lamp, unless required for safety reasons." Staff will need to check current compliance to see what may be needed to comply with this.

Commented [SC4]: Kelvin per each fixture/bulb will be limited and lumens per acre will be limited. Each of these items can easily be changed with the changing of a light bulb. This discussion can be had at the time of a building permit, but light bulbs can be changed daily without any way for Town to know about it. This will take a lot of outreach and education. It will also take A LOT of code enforcement time because each light bulb will either need to be unscrewed or looked at closely to know the details. The Town may be able to purchase a tool to measure kelvin and lumen which appears to be in the \$150 range but I am not sure how close you have to get to the bulb to have it work.

Commented [SC5]: These values were suggested by Val based on other codes. It would be helpful to have some examples of properties that do or do not meet this so we better understand the numbers we will be regulating. For example, how many properties are currently not in compliance with this?

Commented [SC6]: We may need to remove this exception. How would this affect what is in place? We would need to coordinate with the school district, Ouray County fairgrounds, and potentially others to see if this is feasible. Can athletic field lighting meet the kelvin and lumens requirement above and still serve their purpose?

(2) Signs which are illuminated by interior light sources, such as neon signs, provided such signs are lit only during the property owner's business hours.

(3) Official traffic control devices and lights owned and operated by or pursuant to proper authority of the United States of America, the State of Colorado or any of their agencies, and such other lights as are specifically required by federal or state law.

(4) Street lights operated by the Town of Ridgway to the extent that compliance with Subsection (A) is not practical while still achieving the purposes of traffic and pedestrian safety.

(5) Repealed by Ordinance 16-2006

(6) Lawful vehicle lights.

(7) Repealed by Ordinance 10-2007

(8) Christmas lights.

(9) Repealed by Ordinance 2-2002

(10) Artwork that is outdoors and on public property. Such artwork shall receive a permit by the Town of Ridgway prior to installation. Such artwork shall be public and accessible to all people and may be illuminated, pursuant to the following: (Ord 4-2017)

(a) Artwork shall not contain lighting that exceeds 500 lumens within the entire structure, nor more than 2500 degrees kelvin. (Ord 4-2017)

(b) All public art that is illuminated shall include a dimmer and timer to aid the compliance with the Dark Skies Association's Outdoor Lighting Requirements, and shall have the ability to be automatically turned off. In any event such lighting shall be automatically turned off by 10 p.m. nightly. (Ord 4-2017)

(c) No structure may contain lighting that is cast upward or outward, but may be diffused in a way such that the lighting emits a soft glow. (Ord 4-2017)

(d) All structures shall be lit internally. (Ord 4-2017)

(e) All illuminated public art is subject to review and approval by Town staff for compliance with these regulations. (Ord 4-2017)

(C) Public Outdoor Lighting

(1) New public lighting, owned and operated by the Town of Ridgway, including street lights, walkway lights, external buildings lights, holiday lights, and other lights to ensure the safety and enjoyment of the public use, shall be allowed.

(2) Adaptive controls shall be employed in all public outdoor lighting installations where practical.

(4)(3) All Town owned and operated nonconforming lighting shall be brought into compliance with this section 6-5 within five years from the effective date of this ordinance.

Commented [SC7]: This was proposed to be deleted in a draft provided to staff. Does it have to be deleted? Seems important to have this exception.

Commented [SC8]: IDA added a date range for Christmas lights in the June 2018 draft. If we add a time period, this will take additional enforcement time. What about other holiday lights? If we have to add a time period, what would be appropriate?

Commented [SC9]: Added to meet the requirements of A) v). Does it work? Not sure we need to call out that they must be in compliance with these regulations as the regs would clearly apply. .

Commented [SC10]: Past draft had added, "as recommended by Town Council." Is this necessary? It seems like if the lights are in compliance with these regs then staff can approve them and not have to send it to council.

Commented [SC11]: What do these adaptive controls have to do? Be motion lights only? After a certain hour turn off unless motion is detected? Turn on and off with day light? Will need to add more specificity here.

Commented [SC12]: We may already be fully in compliance. I am looking into this now. May change based on regs we put in place.

6-5-2 NONCONFORMING LIGHTS.

(A) Lights which were lawfully existing and in use at the time they became nonconforming with the requirements of this Section 6-5 by virtue of the initial adoption of this Section, subsequent amendment to this Section or by annexation into the Town, may continue to be used and operated subject to the limitations of this Section.

(B) The right to operate a lawful nonconforming light shall terminate upon any of the following:

(1) Replacement of the light fixture or light bulb.

(2) Non-use of the light fixture for a period of six months.

(3) Repealed by Ordinance 16-2006

(4) Damage to the light fixture so that the cost of repair is 50% or more of the cost to replace it with a conforming fixture.

(Ord 3-1997)

6-5-3 ADMINISTRATION AND ENFORCEMENT.

(A) The provisions of this Section shall be administered by the building official or other authorized Town officer or employee.

(B) It shall be unlawful to violate any provision of this Section.

(C) Any continuing violation of this Section is hereby declared to be nuisance, which may be abated by the Town in any lawful manner, or enjoined by a court of competent jurisdiction.

(D) No building permit or occupancy permit shall be issued for work which has noncomplying light fixtures.

(Ord 3-1997)

6-5-4 APPEALS AND VARIANCES.

(A) Any person aggrieved by an interpretation of this Section or decision of the Town made in the administration of this Section, may appeal the interpretation or decision to the Planning Commission pursuant to the review procedure of Section 7-3-18 of the Ridgway Municipal Code upon payment of a \$50.00 application fee.

(B) (1) Any person may apply for a variance to the Planning Commission from the provisions of this Section upon payment of the \$50.00 application fee in accordance with the review procedure of Section 7-3-18 of the Ridgway Municipal Code.

(2) The Planning Commission may grant a variance only upon a determination that the following criteria are met:

(a) The variance will be consistent with the public health, safety and welfare.

(b) The variance is justified by unreasonable hardship not created by the activities of the applicant or strict compliance is unfeasible.

(c) The variance will be substantially consistent with the purposes of this Section to avoid nuisances to others, preserve the ability to observe the night sky, conserve energy, reduce glare, promote traffic and pedestrian safety, preserve the small town character of Ridgway and promote the Town's master plan.

(d) The variance will not compromise any Dark Skies Certification, if such certification is

Commented [SC13]: Now that we are regulating per bulb we will need to edit this section. It will not be possible to track bulb changes, probably only blatant offenders but even then if they replace in kind, we likely wont know they did.

in place at the time the variance is requested.

6-5-5 PURPOSE

To protect the dark sky resource, maintain nighttime visibility, minimize light pollution and glare, promote energy conservation, and help mitigate wildlife sleep and mitigation related issues.

INTERNATIONAL DARK-SKY ASSOCIATION

3223 N first Ave - Tucson Arizona 85719 - 520-293-3198 - www.darksky.org

*TO PRESERVE AND PROTECT THE NIGHTTIME ENVIRONMENT AND OUR HERITAGE OF DARK
SKIES THROUGH ENVIRONMENTALLY RESPONSIBLE OUTDOOR LIGHTING*



**International Dark-Sky Association
Dark Sky Community Guidelines**

October 2015

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DEFINITION OF AN IDA DARK SKY COMMUNITY

An IDA Dark Sky Community (DSC) is a town, city, or municipality that has shown exceptional dedication to the preservation of the night sky through the implementation and enforcement of quality lighting codes, dark sky education, and citizen support of dark skies.

GOALS FOR IDA DARK SKY COMMUNITY CREATION

- To identify communities with exceptional commitment to and success in pursuing dark sky preservation and restoration, and their promotion of quality outdoor lighting
- To promote ecotourism
- To promote protection of human health, nocturnal habitats, public enjoyment of the night sky and its heritage, and/or areas ideal for professional and amateur astronomy;
- To provide local, national, and international recognition for such communities
- To promote the ideals of International Dark-Sky Association (IDA) by encouraging communities to identify dark skies as a valuable community asset and goal

BENEFITS

Achieving this designation brings recognition of the efforts made by the Community council, the local government authorities (police department, planning and zoning, etc.), the citizens, and any other public and private organization to protect the night sky and the environment dependent on it. This designation will enhance awareness of dark sky matters to all residents and visitors of the Community.

Designation as an DSC entitles the Community to display the IDA Dark Sky Community logo in official publications, promotions, signs at the entrance or within the Community, and retain the use of this logo by other groups within the Community when identifying the area itself (i.e. a Community can say “Flagstaff, the world’s first IDA Dark Sky Community” or in other words to the same effect, for example, an organization within the Community can say “located in Star City, an IDA Dark Sky Community”). IDA will maintain a web page identifying and describing all DSCs available on www.darksky.org.

ELIGIBILITY

Community must have some type of legal organization that is officially recognized by outside groups. This can be in the form of a town, city, municipality, or other legally organized community (such as a urban neighborhoods and subdivisions).

MINIMUM REQUIREMENTS FOR ALL COMMUNITIES

- A) A quality comprehensive lighting code like the IDA/IES Model Lighting Ordinance (MLO) with the following minimum standards for permanent lighting installations (more on developing a lighting code and guidelines may be found on our website <http://www.darksky.org/outdoorlighting/mlo>):
 - i) Fully-shielded or full-cutoff standard for all lighting fixtures over 1500 lumens initial lamp output (or equivalent wattages), AND;
 - ii) Establishes a threshold of 3000 Kelvins for the allowable correlated color temperature of all lighting fixtures, AND;
 - iii) Restrictions on total amount of unshielded lighting, such as a limit on lumens per acre or total site lumens in unshielded fixtures (or equivalent wattages), AND;
 - iv) A policy to address over-lighting, such as energy density caps, lumens/acre caps, or maximum illuminance specifications, AND;
 - v) A provision that clearly: (1) indicates where, when, and under what circumstances new public outdoor lighting (street lighting and lighting on other public property and rights-of-way) is warranted and will be permitted, and (2) requires that adaptive controls and curfews be employed in all future installations of public outdoor lighting.
- B) Community commitment to dark skies and quality lighting as shown by:
 - i) City owned lighting conforming with, or committed to conforming with, the lighting code (if the latter, a published plan with a timeline for completion in no more than 5 years), AND;
 - ii) Municipal support of dark skies and good lighting as indicated through city publications, flyers, public service announcements, funding of lighting upgrades, etc.
- C) Broad Support for dark skies from a wide range of community organizations such as:
 - i) Chamber of Commerce
 - ii) Local electrical utility
 - iii) Local IDA Chapter
 - iv) Lighting retailers
 - v) Home Owners Association
 - vi) Business Improvement Associations
 - vii) Others
- D) Community commitment to dark skies and education as shown by at least one of the following:

- i) Planning and execution of at least two community dark sky awareness events per year. This may be organized through a local astronomy club, municipality, school, etc. AND/OR;
 - ii) Inclusion of dark sky awareness documents (IDA brochures or Community-created brochures) with other Community informational documents for residents and visitors, AND/OR;
 - iii) Inclusion of dark sky education in Community schools and curriculum.
- E) Success in light pollution control. At least one of the following conditions must be demonstrated:
 - i) Examples of a minimum of ten projects built under the lighting code, demonstrating effective application of the local lighting code, AND/OR;
 - ii) Alternative demonstration of success in light pollution control, to be discussed with IDA for compliance.
- F) A sky brightness measurement program must be maintained either by the Community or by another public or private organization (university, research center, IDA chapter, astronomy club, etc.) to follow the evolution of light pollution in the DSC.
- G) Designation is permanent, but is subject to regular review by IDA and possible revocation if minimum requirements are not maintained. More details may be found in the “Reassessment of DSC designation” section.
- H) Periodic checks, through the submission of the annual report due October 1st, will be preformed to ensure that minimum standards and objectives of the program are being upheld and adequate progress is being made. This report is a short 1 to 2-page synopsis of the Community’s activities and initiatives throughout the last year. The Borrego Springs, CA report is included on the website for reference <http://darksky.org/idsp/communities/>.

PROVISIONAL STATUS

- In some cases, a Community interested in the program may lack all of the resources required to achieve a designation outright. If resource unavailability otherwise hinders the progress of a Community’s application, that Community may apply for and be granted Provisional status at the discretion of the IDA Board of Directors. Provisional status recognizes the Community’s ongoing work to become an IDA Dark Sky Community and is intended as a leverage point to successfully enable actions such as lighting upgrades/retrofits and policy changes.
- Provisional status expires after three (3) years. At any time before the end of this period, a Community may reapply for full status. Material submitted for the removal of provisional status may be an addendum to the initial application as long as the material includes a current assessment of the goals, outreach efforts, and lighting policy listed in the original application and clearly demonstrates that any program requirements left unmet at receipt of the Provisional status have been satisfied.
- To be considered for a provisional status, send a nomination package that includes the following information:

- Documented intent to create and support an IDA Dark Sky Community;
- A description of the circumstances that currently prevent the Community from meeting the minimum Dark Sky Community requirements; and
- An action plan describing steps the aspiring Community will take to meet all program requirements in the specified Provisional status period

GUIDELINES ON THE DSC PROCESS

NOMINATION

The nomination may be initiated by an IDA qualified nominator who has personally reviewed a Community's outdoor lighting and commitment to night sky preservation. To become an IDA qualified nominator, you must be an IDA member and be approved by the IDA Dark Sky Places manager. The nomination may be a joint effort between Community and the qualified nominator. Nominators are encouraged to correspond with IDA staff and the Community throughout this process—from first consideration of a DSC through the final submission package.

DSC APPLICATION PROCESS

STEPS FOR APPLICANT

- A) Initial contact with IDA by phone or email to discuss the process and receive recommendations followed by continued contact to update IDA staff on progress and receive continued recommendations;
- B) A formal point of contact (POC) person is designated and their phone, address and email information is forwarded to IDA staff. Before and after designation, any changes to this POC, or their information, must be communicated to IDA in order to ensure accurate communication at all times;
- C) Official supporting letter for the nomination from elected representatives of the Community, such as the mayor and/or council of a municipality. Any additional letters of support from organizations, clubs, groups, universities, etc.;
- D) Upon completion, the Community sends the application to IDA staff for review of the document. IDA staff confirms that the application is complete and ready for submission;
- E) Completed application packet in PDF and/or MS Word .doc format sent electronically to International Dark Sky Places committee (DSPC) by IDA staff for review.
- F) Submit in plenty of time for IDA staff to review and prepare your application to make the bi-monthly deadline that you prefer, find the deadlines at <http://darksky.org/idspacecommunities/>. Requests to

rush applications will NOT be accepted; meaning that planning ahead is essential if the Community is planning to meet a deadline.

TO BE INCLUDED IN DSC SUBMISSION

- A) Map of Community and factual information, i.e. population, number of schools, etc.
- B) Letter of nomination support by IDA qualified nominator and elected representatives of the Community such as the mayor and/or council.
- C) The Community's lighting code and guidelines must meet the minimum requirements as stated in the minimum requirements section.
- D) Documentation of examples of Community support and projects.
- E) Proposed alternative wording for a DSC (e.g. Dark Sky Village, Starry Sky City, etc.), if desired.
- F) An outline of a completed application is available and may be used upon request.

IDA REVIEW PROCESS

- A) Applications are sent to the committee on a bi-monthly basis.
- B) Before the Community's final application is submitted it is highly recommended that the Community be in regular conversation with IDA staff to perfect the application before the next application deadline. Applications not ready for submission by the deadline for committee consideration will be considered at the next committee meeting.
- C) IDA staff forwards application to Dark Sky Places Committee for review at the deadline.
- D) Approval of application by DSPC is by a 2/3-majority vote, or denial with reasons and recommendations. The DSPC committee may consider the applications for up to two months before a decision is released to the applicant. If approved the location will be notified and the program manager will organize a press release with the location during a 10-day waiting period during which the Board of Directors will have the formal right to veto should they perceive a problem with the application. The Community has the right to choose when the press release is made public but must organize the announcement to be made at the same time as the IDA press release unless otherwise discussed and agreed upon by both parties.
- E) If approved the Community is awarded the DSC designation and listed along with their application on the IDA website. By submitting the application, the Community agrees to have the application posted to the website unless otherwise stated;
- F) If denied, a letter is sent to applicant outlining elements of the application that need improvement and specific recommendations for ways to remedy them. Applications can be resubmitted for future consideration after remediation is complete.
- G) IDA realizes that certain circumstances surrounding a DSC application may cause some potential authors of letters of support (or opposition) to feel uneasy about publicly declaring their opinions about the IDA designation. In the interest of providing the Dark Sky Places Committee with as full a picture of Community sentiment about applications as possible, it is possible for some letters to be

suppressed from online publication if it is felt that making the letters publicly available will subject their authors to retaliation or harassment. A prospective DSC seeking this protection for letter writers must make a formal written request to that effect. The Program Manager must approve suppression of publication of any part of an application. Note that suppression of online publication does not prevent either the Committee or the IDA Board of Directors from reading all submitted letters.

REASSESSMENT OF DSC DESIGNATIONS

To ensure that Communities continue to be exemplary in their protection and restoration of natural lightscapes, IDA will periodically reevaluate each site in the Dark Sky Places Program. This is done to confirm that the Community continues to meet the minimum requirements and is making adequate progress toward LMP compliance goals outlined in this document.

To this end, the Community will submit an annual report to IDA by October 1st detailing activities and progress towards meeting DSC requirements during the previous twelve months. The report should include dates and brief descriptions of any interpretive events, lighting retrofit projects, outreach efforts, etc. Samples of printed materials and press articles should also be included. The annual report should not require a lot of time to produce, as it should be a compilation of information generated during the year. Electronic submission of the report and supporting documentation is required in PDF or Microsoft Word format. If the annual report is not sent in a timely fashion, IDA may suspend the site's DSC status until the annual reporting requirement has been met (see the following section).

Investigation and Due Process

A DSC designation is intended to represent the beginning of an ongoing relationship between the Community and IDA to our mutual benefit. IDA will periodically review the nature of that relationship in the required annual reports as described in the previous section. From time to time, IDA also receives comments from visitors to Communities that raise concerns about the veracity and timeliness of information provided to IDA by site administrators. IDA may, at its discretion, investigate claims in which it is alleged that DSCs are not living up to commitments made to IDA and the public in their applications to the Program. This section details the IDA procedure for carrying out such investigations, and the rights of DSCs in such matters.

An allegation of impropriety concerning any of the elements of participation in the Program outlined in this document is subject to IDA investigation and potential remedial action including temporary suspension and/or permanent revocation of the DSC designation. IDA staff shall perform due diligence in gathering facts concerning such allegations it deems credible, and will prepare a report of its findings for consideration by the DSPC. The DSPC commits to weighing the evidence fairly and impartially, and to seek to resolve disputes whenever possible through dialog. A Community subject to an investigation shall be notified in a timely manner and solicited for evidence contrary to the specifics of the allegation at hand. The resolution manner of dialog shall be emphasized from the beginning, and the Community will be given an opportunity to correct any deficiencies with regard to the Program guidelines established by the IDA investigation within a reasonable time period to be prescribed by the DSPC.

Failure to achieve consensus through these means risks a DSPC recommendation for suspension or

revocation of the DSC designation. If made, such a recommendation will be forwarded to the IDA Board of Directors for formal ratification before coming into force. The Board's decision on any disciplinary matters involving a DSC shall be considered definitive and binding.

Any DSC so investigated has the right to review the allegations against it and all factual information collected by IDA pertinent to the allegations.

Reinstatement Following Suspension

If the DSPC recommends a suspension of a Community's IDA designation and the Board ratifies the suspension, the Community administration shall be immediately notified. The status of a suspended DSC shall be changed to "Provisional" in all IDA communications until the designation is reinstated or revoked; however, the process of obtaining reinstatement of a designation is not the same as that outlined in the "Provisional Status" section of these guidelines.

To obtain reinstatement of a suspended designation, the DSC must provide evidence to the DSPC's satisfaction that the specific issues identified by the DSPC as grounds for the suspension have been corrected and that all Program guidelines are once again met. The DSPC will consider the evidence presented by the DSC and render a judgment to either

- Accept the reinstatement petition, OR
- Reject the petition and recommend revocation, OR
- Return the petition with further instructions and a defined deadline for a DSC response.

A suspension left unresolved after one (1) year from the date of the Board's assent to the suspension automatically becomes a permanent revocation. Revocation entails removal of the DSC from IDA's roll of approved Dark Sky Places, and from mention on the IDA website and in member and external communications. IDA reserves the right to take legal action against any former DSC whose designation is duly revoked but continues to use the IDA name/logo in advertising, communications, and/or signage.

PLANNING COMMISSION
MINUTES OF THE REGULAR MEETING

JANUARY 29, 2019

CALL TO ORDER

The Chairperson called the meeting to order at 5:35 p.m. with Commissioners Emilson, Liske, Nelson, Councilor Hunter, Mayor Clark and Chairperson Canright in attendance. Commissioner Falk was absent.

PUBLIC HEARINGS

1. Application for Variance to Historic Business District Parking Regulations; Location: Willow Creek Trading Subdivision Lots 2 and 3; Addresses: 167 and 171 North Cora Street; Zone: Historic Business; Applicants: Seth Cagin and Ralph Stellmacher; Owners: Arapahoe Partners LLC and 171 North Cora LLC

Staff Report dated January 29, 2019 presenting background, analysis and staff recommendation prepared by the Town Planner.

Town Planner Shay Coburn presented an application for a variance to the parking requirements in the Historic Business District. The request is for two off-street parking spaces for each of the two units that may change from commercial use to residential use. She reviewed a series of hearings for the applicants from October 2017 through August 2018. The applicants requested a variance at the October 2017 hearing that was denied because the criteria was not met. The Planning Commission encouraged the applicants to work with the surrounding neighbors to make the best use of the shared parking agreement. The applicants collaborated with neighboring building owners as encouraged and returned to the Planning Commission with a new parking arrangement in March 2018 to request another variance. The residential units changed the proposed use in the building which required a plat amendment. The variance was approved with the conditions that the applicants apply for a plat amendment and make improvements to the shared parking area as proposed in the hearing. The variance, approved June 2018 is no longer valid because the conditions are not met. Afterwards an Arapahoe Partners LLC member requested changes substantial enough to bring the application with a revised plat back to the Planning Commission and the Town Council approved it in August 2018 with conditions. The Arapahoe Partners LLC member requested changes to the plat amendment a second time that did not allow additional parking spaces defeating the purpose of the amendment. Consequently the conditions were not met in the required 90 day time frame and now that approval is expired as well.

Planner Coburn noted a few items that should be considered for this application including proposed residential unit size in relation to the existing parking requirements, the intended use of each unit to be for a short-term rental, the potential demand for parking if the structure was continued to be used for commercial uses, the mix of uses and more urban character of this area could promote reduced parking demand. Planner Coburn also noted that the buildings in the Historic Business District have limited land available to accommodate off-street parking, and that *“without allowing flexibility in the Town’s parking requirements, the uses of these two buildings are stagnant in an otherwise mixed-use district. In addition, the applicants have worked hard to*

collaborate with surrounding property owners to improve the shared parking area to no avail."
She recommended approval of the request after the Commission's careful consideration.

The Chairperson opened the hearing for public comment and there was none.

The Commissioners discussed the application at length.

ACTION:

2. Councilor E. Hunter moved to approve the Variance to Historic Business District Parking Regulations; Location: Willow Creek Trading Subdivision Lots 2 and 3; Addresses: 167 and 171 North Cora Street; Zone: Historic Business; Applicant: Seth Cagin and Ralph Stellmacher; due to the burden of the variance being met; the practical difficulty or unnecessary hardship of these buildings that exist today with limited land available to accommodate off-street parking; the applicants have tried to meet or change this; and the applicant's practical difficulty is insurmountable at this time. Commissioner Nelson seconded the motion, and it carried unanimously.

OTHER BUSINESS

3. Update on the Master Plan Process

Planner Coburn explained community feedback for the draft vision, values and goals is currently being collected via an online survey which will be incorporated into a draft Master Plan. The draft plan should be available near the end of February. She noted there will be a public meeting on February 27 that will provide an opportunity for the community to weigh in on the goals, policy and action items. Coburn said a joint workshop for the Planning Commission and Town Council is planned around the time of the public meeting and asked the Commission to advise her of any scheduling conflicts.

APPROVAL OF THE MINUTES

4. Approval of the Minutes from the Meeting of October 30, 2018

ACTION:

Councilor Nelson moved to approve the Minutes from October 30, 2018. Councilor Hunter seconded the motion and it carried unanimously.

ADJOURNMENT

The meeting adjourned at 6:15 p.m.

Respectfully submitted,

Karen Christian
Deputy Clerk