

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

**5:30 p.m.**

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

**EXECUTIVE SESSION**

The Council will enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(b) and (e) for conference with the Town Attorney for the purpose of receiving legal advice and to determine positions relative to matters subject to negotiations regarding park improvements and water system distribution.

**6:00 p.m.**

**ADDITIONS & DELETIONS TO THE AGENDA**

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

1. Minutes of the Regular Meeting of February 13, 2019.
2. Minutes of the Workshop Meeting held February 20, 2019.
3. Minutes of the Joint Workshop with the Planning Commission on February 27, 2019.
4. Minutes of Special Meeting of March 5, 2019.
5. Register of Demands for March 2019.
6. Resolution No. 19-04 Cancelling the April 2, 2019 Regular Election.

**ACKNOWLEDGMENTS AND INTRODUCTIONS**

Thank you for service to outgoing Councilors Tom Heffernan, Ellen Hunter, Tim Malone.

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

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

7. Request for letter of support for the Colorado Outdoor Recreation and Economy Act (CORE) which includes the San Juan Mountains Wilderness Bill - Robyn Cascade.

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

8. Adoption of an Ordinance Amending Section 2-1-4 of the Ridgway Municipal Code Regarding Compensation to Members of the Ridgway Town Council - Town Manager.
9. Recommendation of approval from Planning Commission for PUD/Minor Subdivision of Lot 5, Parkside Subdivision, 791 and 795 N. Laura Street; Zoned: Residential; Applicant: Bryce Jones; Owners: Bryce Jones and Ryan Jones - Town Planner.

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

10. Amendment Two to Subdivision Improvements and Lien Agreements: the Subdivision Improvements and Lien Agreement recorded on 10/05/2015 at Reception Number 214991 and amended as the First Amendment to the Subdivision Improvements and Lien Agreement recorded on 3/15/2017 at Reception Number 218140 for Trail Town Condominiums and Subdivision of Lot 26-A - Town Manager.
11. Amendment Two to Subdivision Improvements and Lien Agreement recorded on 07/19/2012 and amended on 02/08/2017 at reception number 218141 and recorded on 03/15/2017 for Trail Town Subdivision Lot 26-B - Town Manager.

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

12. Art Loan Agreement with Public Art Ridgway Colorado (PARC) - Town Manager.
13. Option to Ground Lease with ArtSpace Projects, Inc. - Town Attorney.
14. Resolution No.19-05 Adopting Amendment Three to the Town of Ridgway Personnel Manual Amending Certain Provisions Regarding Accrual and Use of Vacation and Sick Time - Town Manager.
15. Resolution No. 19-06 Repealing and Replacing Certain Fee and Penalty Schedules - Town Manager and Town Clerk.
16. Introduction of Ordinance Amending Chapters 3, 6, 7, 8, 10 and 11 of the Ridgway Municipal Code Regarding Fees for Sales Tax, Lodging Tax, Building Regulations, Planning and Zoning, Marijuana, Nuisances and Animals - Town Manager and Town Clerk.
17. Resolution No. 19-07 Amending and Replacing the Town of Ridgway Procurement Policy with the Town of Ridgway Procurement Manual and Policy - Town Manager and Town Clerk.
18. Resolution No. 19-08 Adopting the Town of Ridgway Travel Reimbursement and Per Diem Policy - Town Manager and Town Clerk.

## **MANAGERS UPDATE**

Update on outreach on water billing and rate changes  
Water supply update  
Colorado Municipal League Conference - June 18-21<sup>st</sup>  
General Town Hall updates

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

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

Council Appointed Committees, Commissions, Task Forces:

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

Ridgway Planning Commission - Councilor E. Hunter and Mayor Clark

Ridgway Creative District Creative Advocacy Team - Councilor N. Hunter

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

Council Board Appointments:

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

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

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

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

Region 10 Board - Mayor Clark

WestCO Dispatch Board - Town Marshal; alternate - Town Manager

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

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

Ouray County Water Users Association - Councilor E. Hunter

Council Participation and Liaisons:

Chamber of Commerce - Councilmember Malone

Communities That Care Coalition - Mayor Clark

Ouray County Fairgrounds - Councilor Hunter

**ADJOURNMENT**

Deadline for agenda items for next regular meeting, Wednesday, April 3, 2019 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.

# Consent Agenda



RIDGWAY TOWN COUNCIL  
MINUTES OF REGULAR MEETING  
FEBRUARY 13, 2019

CALL TO ORDER

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

EXECUTIVE SESSION

The Town Attorney requested entering into a closed session pursuant to Colorado Revised Statutes 24-6-402(b) and (e) for conference with the Town Attorney for the purpose of receiving legal advice regarding Council actions, and to discuss matters subject to negotiations regarding public property, water rights and water supply.

ACTION:

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

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

The Council reconvened to open session at 6:05 p.m.

The regular meeting began at 6:10 p.m.

CONSENT AGENDA

1. Minutes of the Regular Meeting of January 9, 2019.
2. Minutes of the Special Meeting held January 30, 2019.
3. Register of Demands for February 2019.
4. Request for water leak adjustment for 512 Marion Overlook, Account No. 6330.2.
5. Renewal of brew pub liquor license for Colorado Boy Depot.

ACTION:

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

ACKNOWLEDGMENTS AND INTRODUCTIONS

The Mayor congratulated Wanda Taylor on 20 years of service to the Town.

STAFF REPORT

Marshal Stroup presented a 2018 update on the Marshals Department.

## PUBLIC COMMENTS

Vicki Hawse asked that removal of refuse containers from Cottonwood Park not be done on the pedestrian pathway, but accomplished from Moffat Street, to ensure compaction of the path.

## PUBLIC REQUESTS AND PRESENTATIONS

### 6. Requests to renew lease agreement with SWIRL, dba Ridgway Community Garden, and construct a canopy shade structure at Green Street Park

Agnieszka Preszlowska, representing the Ridgway Community Garden, reported the community organization “broke ground” last year to start construction of the garden in Green Street Park. A wildlife fence was installed, and the Town installed a water tap and placed a parking area. This year 25 raised beds will be installed, after being fabricated by the secondary school students, along with a storage shed, compost bins, picnic table, bike area, and a shade canopy; it is hoped that trees can be planted in the fall. She explained all funds have been acquired for construction costs, maintenance and operations of the garden, and requested an extension of the operating agreement for another three years. Additionally, she noted the organization would like to construct a permanent shade structure with a 2x2 tubular steel frame, supported by cement piers. The 14x24 foot canopy will attach to this frame, and be removed in the winter months.

There were questions from the Council.

### ACTION:

It was moved by Councilor E. Hunter, seconded by Mayor Pro Tem Johnson and unanimously carried to approve extension of the agreement with Ridgway Community Garden for three years effective the 17<sup>th</sup> day of February 2019.

### ACTION:

Councilor Austin moved, with Mayor Pro Tem Johnson seconding to approve construction of a shade structure with details to be approved by staff. With the motion on the floor there were questions from the Council. On a call for the vote the motion carried unanimously.

### 7. Update from the Ridgway Dark Sky Committee

Val Szwarc, chair of the Ridgway Dark Sky Committee presented a power point presentation, and reported on status of the dark sky initiative taken on by the committee last year to obtain the designation as a Dark Sky Community. He noted the Council approved the concept at the April meeting, based on an idea “generated in February at a grass roots level”. He reported that criteria of the International Dark Skies Association (IDA) needs to be satisfied to obtain the designation. Last year the committee accomplished a number of the items including letters of support, public outreach and educational events; and prepared a “comprehensive update to the Town’s lighting regulations” which was submitted to staff. He reported the committee nominated the Town in May of last year for status, and are “grandfathered” under the guidelines which were in place at that time. Since then the guidelines have been updated and are more stringent. He noted if the committee “keeps moving forward” the “grandfathered” status will remain in place, and as such have planned public outreach activities for this year, and with the Town’s approval of the proposed lighting regulations, hope to submit an application to IDA in the fall of this year.

There were questions from the Council and discussion. The Mayor noted the updated regulations coincide with the Town updating the Master Plan.

**SPEAKING FROM THE AUDIENCE:**

Rob Datsko spoke in support of “moving the process forward.”

Rory Clemens stated he is was “very proud of the process” and has placed a monitoring meter at his home, and the reading identifies Ridgway as “one of the darkest places in the US, rating 3<sup>rd</sup> “.

Howard Greene noted the Town’s lighting regulations have been in place since “the 90’s” and are “already very compliant with IDA”, and “it won’t take alot of time”, “it is just a matter of codifying”.

There was consensus of the Council to direct staff to write a letter to the IDA stating the Town is pursuing the designation, at the same time preparing an update to its comprehensive plan. The letter is to state support for the designation, and the Town working on fulfilling requirements to obtain the certification. It was further agreed to prioritize the issue so it is before the Planning Commission within the next few months, so the “opportunity is not missed to operate” under the grandfathered guidelines.

**8. Presentation of San Miguel Power Association new customer care app**

Terry Skyler representing San Miguel Power Association presented a “full software platform” “Smart Hub” which allows users a member portal to access and manage accounts and track hourly “load data”. He encouraged members to sign up to use the program, and noted if using solar panels, the program identifies when the panels are generating power, versus using it.

**9. Requests to renew contract for marketing services, and for distribution of partial proceeds from 2019 lodging tax revenues**

Ridgway Area Chamber of Commerce Board President Colin Lacy presented a renewal contract for receipt of 2019 lodging taxes. He noted this year the Chamber transitioned to “a full staff led, board advised, organization”.

**ACTION:**

Mayor Pro Tem Johnson moved to approve the Marketing Contract for 2019 with the Ridgway Area Chamber of Commerce. Councilor E. Hunter seconded, and the motion carried unanimously.

**10. Update on the Ridgway Library expansion project, and request to waive building permit fees**

Stephanie Lyons, Ridgway Library District Board President, explained she was before the Council in April to report the current facility constructed in 2004 is “at capacity, the mill levy closed out, and the building is paid off”. She explained the district has \$450,000 in reserves for the expansion so “we don’t have to go back to the voters”. Additionally 82 local donors have donated \$400,000 and the district is also pursuing grant funds for the 1.25 million dollar project.

Ms. Lyons reported staff has estimated building permit fees would be \$3,600 for plan review and \$5,600 for permitting. She requested the Town waive the fees, which can be used as partnership in grant applications, noting "the library has become a corner stone for the Town".

There was discussion by the Council.

#### ACTION:

Moved by Councilmember Heffernan to waive the building permit and plan review fees for the library not to exceed \$10,000. Councilor N. Hunter seconded the motion, which carried unanimously.

#### LAND USE MATTERS

##### 11. Request to release Subdivision Improvements and Lien Agreements for Trail Town Subdivision

Staff Report dated 2-6-19 from Planner Coburn presenting a request from Trail Town Partners LLC to release Subdivision Improvements and Lien Agreement recorded on 10-05-15 at Reception Number 214991 and amended as the First Amendment to the Subdivision Improvements and Lien Agreement recorded on 3-15-17 at Reception Number 218140 for Trail Town Condominiums and Subdivision of Lot 26-A; and Subdivision Improvements and Lien Agreement recorded on 07-19-12 and amended on 02-08-17 at reception number 218141 and recorded on 03-15-17 for Trailtown Subdivision Lot 26-B.

Planner Coburn reviewed the items outlined in the staff report, and presented a background on the request which has been reviewed by staff. She noted some of the improvements have not been completed as outlined in the agreements, some time frames have expired, and presented items securing the improvements. There were questions from the Council as the report was being presented.

John Peters representing Trail Town Partners, LLC presented a history of the subdivision, and improvements which have been made.

There was discussion by the Council, and it was noted the changes presented by Mr. Peters don't meet the recorded subdivision improvements agreement. The Council reviewed each item that is currently incomplete with Mr. Peters and made decisions pertaining to each.

Manager Coates noted amendments as directed by the Council will be made to each agreement and presented at the next meeting for approval. She requested the Council establish a method of security and a new date for completion. The Council agreed to July 1, 2019 with the same security.

The Council took a recess at 8:25 p.m. and reconvened the meeting at 8:30 p.m.

#### POLICY MATTERS

##### 12. Adoption of the Ridgway Emergency Operations Plan

The Town Manager presented a draft Emergency Operations Plan which was prepared by Glenn Boyd, Ouray County Emergency Manager, under an agreement from the prior year. She noted the plan was prepared under a base template and is a "good tool if there is an emergency", but there is "more work to do". Council agreed to adopt the plan as it is written, and allow staff to work on it as time permits.

ACTION:

Councilor N. Hunter moved to adopt the Ridgway Emergency Operations Plan, Councilmember E. Hunter seconded, and the motion carried unanimously.

13. Discussion pertaining to snow removal

Mayor Clark reported citizens have been voicing concerns regarding snow removal, noting he established an opportunity on the agenda for the audience to present concerns. No one from the audience wished to address the Council.

There was discussion by the Council. Public Works Services Administrator Chase Jones presented an update on snow removal.

14. Resolution Amending Ordinance 2018-07, Which Prohibits the Use of Certain Plastic Bags in the Town of Ridgway, to Change the Implementation Date from March 1, 2019 to June 1, 2019

The Town Attorney presented a resolution to formalize discussion the Council had at the previous meeting regarding extending the time frame for implementation of prohibiting the use of certain plastic bags in Town.

ACTION:

It was moved by Councilor N. Hunter, seconded by Councilor E. Hunter and unanimously carried to adopt Resolution No. 2019-01 Amending Ordinance 2018-07, Which Prohibits the Use of Certain Plastic Bags in the Town of Ridgway, to Change the Implementation Date from March 1, 2019 to June 1, 2019.

15. Follow up discussion regarding ordinance banning certain plastic bags

Mayor Clark presented an update on Council outreach to businesses regarding implementation of the ban on use of certain plastic bags. There was discussion by the Council. The Town Attorney presented an update on legislation at the state level.

16. Introduction of an Ordinance Amending Section 2-1-4 of the Ridgway Municipal Code Regarding Compensation to Members of the Ridgway Town Council

Mayor Clark noted during budget discussions the Council agreed to increase the stipend for new members of the Council, and the proposed ordinance will amend the municipal code.

ACTION:

Councilor N. Hunter moved to introduce the Ordinance Amending Section 2-1-4 of the Ridgway Municipal Code Regarding Compensation to Members of the Ridgway Town Council. Councilmember E. Hunter seconded the motion which carried unanimously.

17. Award of Contract and Professional Services Agreement with Colorado Code Consultants LLC, for Ridgway Building Code Review and Update

The Town Manager reported Colorado Code Consultants, a firm which reviews and advises on updates to building code regulations, is working with communities on the Western Slope.

She recommended the Council form a task force to work with the consultants for professional guidance on proposed amendments to the building code.

There was discussion by the Council.

ACTION:

Moved by Councilmember E. Hunter, seconded by Mayor Pro Tem Johnson to award the contract to Colorado Code Consultants LLC, for review and updates to the building codes. On a call for the vote the motion carried unanimously.

18. Resolution Adopting a Policy Concerning the Destruction, Disposal and Protection of Records Containing Personal Identifying Information

Town Attorney Nerlin reported based on a change in Colorado law, his company has created a policy for municipalities to adopt in accordance with the 2018 law, pertaining to how personal information is collected, held and disposed of.

ACTION:

Mayor Pro Tem Johnson moved to adopt Resolution 2019-02 Adopting a Policy Concerning the Destruction, Disposal and Protection of Records Containing Personal Identifying Information. Councilor Austin seconded the motion which carried unanimously.

19. Adoption of Title VI Plan for the Town of Ridgway, as a sub recipient of the Colorado Department of Transportation (CDOT) Federal Highway Administration (FHWA) funding, regarding compliance and reporting under the Civil Rights Act of 1964

Manager Coates explained the Town receives funding from the Federal Highway Administration through the Colorado Department of Transportation (CDOT). A new requirement has been enacted and the Town is obligated to comply, and presented the document known as the Title VI Plan.

ACTION:

Moved by Councilor Heffernan, seconded by Councilmember N. Hunter and unanimously carried to adopt Title VI Plan for the Town of Ridgway, as a sub recipient of the Colorado Department of Transportation (CDOT) Federal Highway Administration (FHWA) funding, regarding compliance and reporting under the Civil Rights Act of 1964.

20. Resolution of Support for House Bill (HB) 19-113

The Mayor reported a bill supported by the Council last year pertaining to the Colorado Mine and Reclamation Act has been reintroduced in the House, and asked for Council's continued support.

ACTION:

Councilor Austin moved to approve the Resolution in Support of HB 19-113 to Amend the Colorado Mine Land Reclamation Act. Councilmember E. Hunter seconded, and the motion carried unanimously.

## TOWN MANAGERS REPORT

Manager Coates reported on the master plan update; current advertisements for bids and a job opening; and the need to rebuild the Yates Lift Station this year.

## EXECUTIVE SESSION

The Town Attorney requested entering into a closed session pursuant to Colorado Revised Statutes 24-6-402(b), (e) and (g) for conference with the Town Attorney for the purpose of receiving legal advice regarding Council actions, to discuss matters subject to negotiations, and personnel matters.

### ACTION:

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

Councilor Malone left the meeting at 9:15 p.m.

The Council entered into executive session at 9:15 p.m. with the Town Attorney and Town Manager.

The Council reconvened to open session at 10:20 p.m.

### ACTION:

Mayor Pro Tem Johnson moved to award Jennifer Coates a 3% merit salary increase. Councilor N. Hunter seconded and the motion carried unanimously.

## ADJOURNMENT

The meeting adjourned at 10:20 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

RIDGWAY TOWN COUNCIL  
MINUTES OF WORKSHOP MEETING  
FEBRUARY 20, 2019

The Town Council convened for a workshop meeting at 6:10 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors N. Hunter, Mayor Pro Tem Johnson and Mayor Clark. Councilors Austin, Heffernan, E. Hunter and Malone were absent.

Town Clerk's Notice of Workshop dated February 15, 2019.

The Council received draft documents of a Procurement Manual and Per Diem Policy. Staff reviewed the documents with the Council. It was agreed to present final drafts for Council approval at the next regular meeting.

The meeting adjourned at 7:55 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk



RIDGWAY TOWN COUNCIL and PLANNING COMMISSION

MINUTES OF JOINT WORKSHOP MEETING

FEBRUARY 27, 2019

The Town Council and Planning Commission convened for a joint workshop at 4:05 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Austin, N. Hunter and Mayor Clark. Councilors Heffernan, E. Hunter, Malone and Mayor Pro Tem Johnson were absent. Present from the Planning Commission, Commissioners Thomas, Nelson and Chairperson Canright.

Town Clerk's Notice of Workshop dated February 4, 2019.

The consultants preparing the update to the Town's Master Plan, Darcy White and Charlie Brennan with Clarion Associates, and Heidi Aggiler with Group Policy Research, presented a report on findings from the steering committee, and public outreach to gather input for proposed changes to the plan. The process, which began in June of last year, is nearing completion Ms. White explained. The proposed plan is divided into four categories; includes an updated community vision; and expands the community values "which have become a foundation of the plan". The values are categorized under Healthy Natural Environment, which focuses on natural habitat and protection; Sense of Community and Inclusivity focusing on housing; Small Town Character and Identity, focusing on what the plan means to the community; Vibrant and Balanced Economy focuses on a diversified economy; Well Managed Growth addresses land use policy relative to infrastructure and regional collaboration.

The framework of growth, and potential growth was addressed by Mr. Brennan. Influences of growth on the plan were discussed, which included regional growth, changes in the economy and environmental constraints. There was discussion pertaining to factors influencing growth and where it will occur in the future; investing in future infrastructure; and influences on the zoning code. A proposed future land use plan map was presented. There was a review of the action plan and steps the Town will need to take to implement the specific goals.

Ms. Aggiler reviewed highlights of the housing strategy portion of the plan, including housing goals and policy topics, and short and long term action items.

Planner Coburn distributed a list of items the Town has accomplished towards housing efforts over the past fifteen years.

There were questions, and discussion by the Council and Commission throughout the meeting.

The meeting adjourned at 5:35 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk



RIDGWAY TOWN COUNCIL  
MINUTES OF SPECIAL MEETING

MARCH 5, 2019

The Town Council convened for a special meeting at 7:35 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Austin, E. Hunter, N. Hunter and Mayor Pro Tem Johnson. Mayor Clark was not present for roll call. Councilors Heffernan and Malone were absent.

Town Clerk's Notice of Special Meeting dated March 1, 2019.

Town Attorney Nerlin suggested entering into an executive session pursuant to CRS 24-6-402(4)(b) for the purpose of receiving legal advice pertaining to Sherman Herran LLC, Tony Girard versus Zach Martin and the Town of Ridgway, 2019 CV 30006.

ACTION:

Councilor E. Hunter moved to enter into closed session, Councilmember Austin seconded and the motion carried unanimously.

The Council entered into closed session at 7:35 p.m. with the Town Manager and Town Attorney.

Mayor Clark entered the executive session at 7:45 p.m.

The Council convened into open session at 8:15 p.m.

The meeting adjourned at 8:15 p.m.

Respectfully Submitted,

Pam Kraft, MMC  
Town Clerk

**Town of Ridgway**  
**Register of Demands**  
March 2019

Name	Memo	Account	Paid Amount
<b>Black Hills Energy-Lift Station</b>		<b>Alpine-Operating Account</b>	
		942SOO · Utilities	-27.59
TOTAL			-27.59
<b>Black Hills Energy-PW Building</b>		<b>Alpine-Operating Account</b>	
		742POO · Utilities	-84.36
		642GO2 · Utilities	-84.36
		942SOO · Utilities	-84.36
		942WOO · Utilities	-84.36
TOTAL			-337.44
<b>Black Hills Energy-Hartwell Park</b>		<b>Alpine-Operating Account</b>	
		742POO · Utilities	-77.89
TOTAL			-77.89
<b>Black Hills Energy-Town Hall</b>		<b>Alpine-Operating Account</b>	
		742PO1 · Utilities - community center	-75.30
		842GO3 · Utilities	-75.30
		542GOO · Utilities	-75.30
TOTAL			-225.90
<b>Black Hills Energy-PW Office</b>		<b>Alpine-Operating Account</b>	
		642GO2 · Utilities	-21.35
		942SOO · Utilities	-21.34
		942WOO · Utilities	-21.35
TOTAL			-64.04
<b>Walmart</b>		<b>Alpine-Operating Account</b>	
		732PO1 · Supplies - community center	-46.34
		732POO · Supplies & Materials	-3.37
TOTAL			-49.71
<b>Clear Networx, LLC</b>		<b>Alpine-Operating Account</b>	
Mar 2019		543GOO · Telephone	-56.00
Mar 2019		643GO2 · Telephone	-56.00
Mar 2019		843GO3 · Telephone	-56.00
Mar 2019		943WOO · Telephone	-56.00
Mar 2019		943SOO · Telephone	-56.00
Mar 2019		530GOO · Computer	-165.00
Mar 2019		630GO2 · Computer	-15.00
Mar 2019		730POO · Computer	-15.00
Mar 2019		830GO3 · Computer	-75.00
Mar 2019		930WOO · Computer	-15.00
Mar 2019		930SOO · Computer	-15.00
Mar 2019		930WOO · Computer	-50.00
Mar 2019		930SOO · Computer	-25.00

**Town of Ridgway**  
**Register of Demands**  
**March 2019**

Name	Memo	Account	Paid Amount
	Mar 2019	630GO2 · Computer	-25.00
	Mar 2019	843GO3 · Telephone	-55.00
TOTAL			-735.00
<b>Verizon Wireless</b>		<b>Alpine-Operating Account</b>	
		943SOO · Telephone	-74.09
		943WOO · Telephone	-124.18
		843GO3 · Telephone	-210.78
		543GOO · Telephone	-115.42
		643GO2 · Telephone	-52.71
		552GOO · GIS Mapping - admin	-10.00
		952SOO · GIS Mapping - sewer	-10.00
		952WOO · GIS Mapping - water	-10.01
TOTAL			-607.19
<b>Verizon Wireless</b>		<b>Alpine-Operating Account</b>	
		943WOO · Telephone	-35.04
TOTAL			-35.04
<b>Federal Express</b>		<b>Alpine-Operating Account</b>	
	CIRSA	551GOO · Postage - general	-24.51
		990WOO · Testing - water	-109.44
	records request (to be reimb)	884GO3 · Traffic & Investigations	-44.26
TOTAL			-178.21
<b>International Code Council Inc</b>		<b>Alpine-Operating Account</b>	
	ICC 2019-2021	522GOO · Dues & Memberships	-230.00
TOTAL			-230.00
<b>WestCo</b>		<b>Alpine-Operating Account</b>	
	1st qtr 2019	885GO3 · Dispatch Services	-11,051.28
TOTAL			-11,051.28
<b>Valvoline Instant Oil Change</b>		<b>Alpine-Operating Account</b>	
	oil - 2018 Explorer	860GO3 · Gas & Oil	-53.93
	air filter - 2018 Explorer	861GO3 · Vehicle Maintenance & Repair	-19.99
TOTAL			-73.92
<b>Honnen Equipment Company</b>		<b>Alpine-Operating Account</b>	
	1/23-2/19 loader	662GO2 · SnowRemoval Equip&Services	-1,999.20
	electrical parts - backhoe	961WOO · Vehicle & Equip Maint & Repair	-397.10
TOTAL			-2,396.30

**Town of Ridgway**  
**Register of Demands**  
March 2019

Name	Memo	Account	Paid Amount
<b>Rocky Mountain Aggregate &amp; C...</b>		<b>Alpine-Operating Account</b>	
		635GO2 · Gravel & Sand	-297.47
TOTAL			-297.47
<b>San Miguel County Juvenile Svcs</b>		<b>Alpine-Operating Account</b>	
		5030GO1 · Juvenile Diversion	-6,500.00
TOTAL			-6,500.00
<b>Region 10</b>		<b>Alpine-Operating Account</b>	
	annual dues	5075GO1 · Region 10	-1,207.00
TOTAL			-1,207.00
<b>Mr. Lock</b>		<b>Alpine-Operating Account</b>	
	closet key	541GOO · Office Supplies	-2.50
TOTAL			-2.50
<b>Consolidated Consulting Servi...</b>		<b>Alpine-Operating Account</b>	
	engin - Lena St Commons (to be reimb)	519GOO · Contractual Services	-630.00
TOTAL			-630.00
<b>The Paper Clip LLC</b>		<b>Alpine-Operating Account</b>	
	office furniture	871GO3 · Office Equipment Purchase	-2,106.47
		541GOO · Office Supplies	-99.08
		841GO3 · Office Supplies	-110.69
		941WOO · Office Supplies	-37.05
		941SOO · Office Supplies	-37.06
TOTAL			-2,390.35
<b>UNCC</b>		<b>Alpine-Operating Account</b>	
		915WOO · Dues & memberships	-5.68
		915SOO · Dues & Memberships	-5.68
TOTAL			-11.36
<b>Colorado Assoc of Chiefs of Po...</b>		<b>Alpine-Operating Account</b>	
	employment test supplies	886GO3 · Testing & Examinations	-193.00
TOTAL			-193.00
<b>Bobcat of the Rockies LLC</b>		<b>Alpine-Operating Account</b>	
	cutting edge - Toolcat	761POO · Vehicle & Equip Maint & Repair	-148.76
	cutting edge - Toolcat	661GO2 · Vehicle & Equip Maint & Repair	-49.58
TOTAL			-198.34

**Town of Ridgway**  
**Register of Demands**  
**March 2019**

Name	Memo	Account	Paid Amount
<b>True Value</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-10.42
		732PO1 · Supplies - community center	-15.99
		861GO3 · Vehicle Maintenance & Repair	-3.88
		932SOO · Supplies & Materials	-40.37
		932WOO · Supplies & Materials	-267.62
		961WOO · Vehicle & Equip Maint & Repair	-6.32
TOTAL			-344.60
<b>Ouray County Road &amp; Bridge</b>		<b>Alpine-Operating Account</b>	
		660GO2 · Gas & Oil	-542.50
		760POO · Gas & Oil	-21.18
		960WOO · Gas & Oil	-275.82
		960SOO · Gas & Oil	-321.70
		860GO3 · Gas & Oil	-508.70
TOTAL			-1,669.90
<b>Deeply Digital LLC</b>		<b>Alpine-Operating Account</b>	
	Apr 2019 maintenance	530GOO · Computer	-210.65
	Apr 2019 maintenance	630GO2 · Computer	-19.15
	Apr 2019 maintenance	730POO · Computer	-19.15
	Apr 2019 maintenance	830GO3 · Computer	-95.75
	Apr 2019 maintenance	930WOO · Computer	-19.15
	Apr 2019 maintenance	930SOO · Computer	-19.15
TOTAL			-383.00
<b>NAPA</b>		<b>Alpine-Operating Account</b>	
	battery - 2001 F350	761POO · Vehicle & Equip Maint & Repair	-129.33
	battery - grader	661GO2 · Vehicle & Equip Maint & Repair	-138.08
	battery - grader	961WOO · Vehicle & Equip Maint & Repair	-46.03
	battery - grader	661GO2 · Vehicle & Equip Maint & Repair	-178.58
	battery - grader	961WOO · Vehicle & Equip Maint & Repair	-59.53
TOTAL			-551.55
<b>Caselle Inc</b>		<b>Alpine-Operating Account</b>	
	Apr 2019	914SOO · Consulting & Engineering Servs	-159.50
	Apr 2019	914WOO · Consulting & Engineering Ser...	-159.50
TOTAL			-319.00
<b>petpickups.com</b>		<b>Alpine-Operating Account</b>	
	dog p/up mitts	732POO · Supplies & Materials	-924.38
TOTAL			-924.38

**Town of Ridgway**  
**Register of Demands**  
**March 2019**

Name	Memo	Account	Paid Amount
<b>US Tractor &amp; Harvest Inc</b>		<b>Alpine-Operating Account</b>	
	steam cleaner parts	661GO2 · Vehicle & Equip Maint & Repair	-9.18
	steam cleaner parts	761POO · Vehicle & Equip Maint & Repair	-9.19
	steam cleaner parts	961WOO · Vehicle & Equip Maint & Repair	-9.19
	steam cleaner parts	961SOO · Vehicle & Equip Maint & Repair	-9.18
TOTAL			-36.74
<b>Montrose Water Factory, LLC</b>		<b>Alpine-Operating Account</b>	
		632GO2 · Supplies & Materials	-5.13
		732POO · Supplies & Materials	-5.12
		932SOO · Supplies & Materials	-5.13
		932WOO · Supplies & Materials	-5.12
TOTAL			-20.50
<b>Hartman Brothers Inc</b>		<b>Alpine-Operating Account</b>	
	cylinder lease renewal	661GO2 · Vehicle & Equip Maint & Repair	-48.00
	cylinder lease renewal	961WOO · Vehicle & Equip Maint & Repair	-48.00
	cylinder lease renewal	961SOO · Vehicle & Equip Maint & Repair	-48.00
		661GO2 · Vehicle & Equip Maint & Repair	-2.05
		961WOO · Vehicle & Equip Maint & Repair	-2.05
		961SOO · Vehicle & Equip Maint & Repair	-2.06
TOTAL			-150.16
<b>Alsco</b>		<b>Alpine-Operating Account</b>	
		932WOO · Supplies & Materials	-23.77
		932SOO · Supplies & Materials	-23.78
		732PO1 · Supplies - community center	-23.77
		632GO2 · Supplies & Materials	-23.77
TOTAL			-95.09
<b>Pureline Treatment Systems</b>		<b>Alpine-Operating Account</b>	
	Mar 2019	989WOO · Plant Expenses - water	-1,650.00
TOTAL			-1,650.00
<b>Quill.com</b>		<b>Alpine-Operating Account</b>	
		541GOO · Office Supplies	-23.33
		941WOO · Office Supplies	-23.33
		941SOO · Office Supplies	-23.32
TOTAL			-69.98
<b>Bruin Waste Management</b>		<b>Alpine-Operating Account</b>	
	animal resistant cans	516GOO · Refuse Collection Franchise	-157.36
TOTAL			-157.36



**Town of Ridgway**  
**Register of Demands**  
March 2019

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Name	Memo	Account	Paid Amount
Bruin Waste Management		Alpine-Operating Account	
	Feb 2019	516GOO · Refuse Collection Franchise	-12,793.98
TOTAL			-12,793.98

RESOLUTION NO. 19-04

RESOLUTION OF THE TOWN OF RIDGWAY, COLORADO  
CANCELING THE APRIL 2, 2019 REGULAR ELECTION

**WHEREAS**, the only matter before the voters at the April 2, 2019 regular election is election of five Councilors; and

**WHEREAS**, there were five vacant seats for Councilors and five nomination petitions were received by the legal filing deadline of February 15, 2019; and

**WHEREAS**, regulations pertaining to cancellation of an election are provided for in CRS 31-10-507 and Subsection 4-1-2(A) of the Ridgway Municipal Code, which states 'if the only matter before the voters at any election is the election of persons to office and if, at the close of business on the 33<sup>rd</sup> day before the election, there are not more candidates than offices to be filed at such election, including candidates filing Affidavits of Intent, the Town Clerk shall cancel the election and by resolution declare the candidates elected'.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO** that the Council hereby accepts the Town Clerks cancellation of the regular election slated for April 2, 2019 and acknowledges that the Clerk has published and posted notice of said cancellation, and deemed the candidates elected.

**APPROVED AND ADOPTED** this 13<sup>th</sup> day of March, 2019.

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

**ATTEST:**

\_\_\_\_\_  
Pam Kraft, MMC, Town Clerk

## AGENDA ITEM #7



The Honorable Michael Bennet  
261 Russel Senate Office Building  
Washington, D.C. 20510

The Honorable Scott Tipton  
218 Cannon House Office Building  
Washington, D.C. 20515

The Honorable Cory Gardner  
354 Russel Senate Office Building  
Washington, D.C. 20510

The Honorable Joe Neguse  
1449 Longworth House Office Building  
Washington, D.C. 20515

Dear Senator Bennet, Senator Gardner, Representative Neguse and Representative Tipton,

The Town of Ridgway, Colorado strongly supports the Colorado Outdoor Recreation and Economy Act (CORE Act). We appreciate the leadership of the Colorado delegation to protect public lands in Colorado, and in particular the leadership of Senator Michael Bennet and Representative Joe Neguse for introducing this legislation in the 116<sup>th</sup> Congress. Our public lands support our communities' quality of life and support our sustainable outdoor recreation-driven economies. We also value the protection of wildlife corridors, watersheds, dark skies, and air quality resulting from the proposed designations.

In particular, we appreciate that the CORE Act carries forward protections that balance conservation and recreation that we have long supported in the San Juan Mountains Wilderness Act. Protections for the San Juan Mountains have enjoyed remarkably consistent and broad support over the past decade, including all three counties where the lands are located, five major local municipalities, over 100 local businesses, and a wide array of affected stakeholders. These stakeholders include ranchers, sportsmen, private landowners, recreation groups, the area's only operating mining company, and the region's biggest ski resort. The bill was most recently introduced by Senator Michael Bennet in April 2018 (S. 2721) and has been passed by both the House Natural Resources Committee (Fall 2010) and Senate Energy and Natural Resources Committee (Fall 2013). Most recently, a Senate hearing was held on the bill in August of 2018.

Now that the San Juan Mountains Wilderness Act is integral to the more comprehensive CORE Act, we continue our support for this new legislation with our full endorsement of the Continental Divide Recreation, Wilderness and Camp Hale Legacy Act which, coupled with conservation and recreation benefits, creates the first-ever National Historic Landscape to honor the Army's 10th Mountain Division, whose soldiers trained for World War II combat in this rugged landscapes and who went on to found the modern ski industry that is essential to our state's economy.

We also applaud the foresight of Senator Bennet and Representative Neguse in recognizing the importance of mineral withdrawals on Thompson Divide and in Naturita Canyon. Protection from future oil, gas and



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TOWN HALL PO Box 10 | 201 N. Railroad Street | Ridgway, Colorado 81432 | 970.626.5308 | [www.town.ridgway.co.us](http://www.town.ridgway.co.us)

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mining operations while preserving existing uses in these areas is vital to long term economic prosperity and ecological integrity and resiliency.

The four elements of the CORE Act (including the clarification of Curecanti National Recreation Area's continued management by the National Park Service) are all reflective of and accountable to the needs and interests of diverse stakeholders, with carefully drawn boundaries and thoughtful designations. We are appreciative that these proposed designations were each locally developed to address existing and future recreation, wildlife habitat, wildfire management, agricultural and water supply needs.

Millions of people visit the central mountains and western slope of Colorado each year, and our federal public lands contribute immeasurably to our economy and quality of life. Amidst growing pressure on our public lands, we applaud the vision of the bill's sponsors to protect pristine landscapes and awe-inspiring scenery, create ongoing opportunities for sustainable recreation, and conserve wildlife habitat. We believe the CORE Act strikes a balance that benefits human populations and ecological resources alike.

We urge Colorado's congressional delegation to prioritize passage of the CORE Act in the 116th Congress.

Sincerely,

John Clark, Mayor



Colorado U.S. Senator Michael Bennet and U.S. Congressman Joe Neguse's *Colorado Outdoor Recreation & Economy (CORE) Act* protects approximately 400,000 acres of public land in Colorado, establishing new wilderness areas and safeguarding existing outdoor recreation opportunities to boost the economy for future generations.

Colorado counties, in close coordination with businesses, recreation groups, sportsmen, and conservationists, helped write each element of the CORE Act over the last decade.

Of the land protected, about 73,000 acres are new wilderness areas, and nearly 80,000 acres are new recreation and conservation management areas that preserve existing outdoor uses, such as hiking and mountain biking. The bill also includes a first-of-its-kind National Historic Landscape to honor Colorado's military legacy and prohibits new oil and gas development in areas important to ranchers and sportsmen.

The CORE Act unites and improves four previously introduced bills:

1. Continental Divide Recreation, Wilderness, and Camp Hale Legacy Act
2. San Juan Mountains Wilderness Act
3. Thompson Divide Withdrawal and Protection Act
4. Curecanti National Recreation Area Boundary Establishment Act

## Continental Divide Recreation, Wilderness, and Camp Hale Legacy Act

The *Continental Divide Recreation, Wilderness, and Camp Hale Legacy Act* establishes permanent protections for nearly 100,000 acres of wilderness, recreation, and conservation areas in the White River National Forest along Colorado's Continental Divide. It also designates the first-ever National Historic Landscape around Camp Hale to preserve and promote the 10th Mountain Division's storied legacy. In crafting the bill, Senator Bennet and then-Congressman Jared Polis collaborated with community leaders, veterans, and businesses in Eagle, Summit, and Grand Counties.

- **Wilderness Areas:** The bill creates three new wilderness areas in the Tenmile Range, Hoosier Ridge, and Williams Fork Mountains, totaling 21,033 acres. It also adds 20,196 acres to three existing wilderness areas by expanding Eagles Nest, Ptarmigan Peak, and Holy Cross wilderness areas. Input and support from community leaders in Eagle and Summit Counties led to these designations.
- **Camp Hale National Historic Landscape:** The bill designates 28,728 acres surrounding Camp Hale as the first-ever National Historic Landscape. This unprecedented designation speaks to the storied legacy of the Army's 10th Mountain Division in Colorado and around the world. The 10th Mountain Division that trained at Camp Hale led our nation to victory in World War II, then went on to create the outdoor industry as we know it today. The National Historic Landscape designation would ensure Camp Hale's historic preservation, secure existing recreational opportunities, and protect natural resources.
- **Wildlife:** The bill creates two new wildlife conservation areas totaling 11,668 acres. The Porcupine Gulch Wildlife Conservation Area would protect Colorado's only migration corridor over Interstate 70 for elk, bear, mule deer, and other wildlife. The Williams Fork Wildlife Conservation Area would enhance wildlife habitat for the Greater Sage-grouse and other species.
- **Recreation:** The bill creates a recreation management area in the Tenmile Range totaling 16,966 acres. This would protect access to world-class outdoor recreation, such as mountain biking, hiking, and hunting.
- **Other Land Management:** The bill addresses a number of management issues in specific areas along the Continental Divide. It adjusts wilderness boundaries around the Trail River Ranch in Rocky Mountain National Park to ensure ongoing access to the property for youth and community education programs. It authorizes special use of the Bolts Ditch headgate in the Holy Cross Wilderness Area to ensure the town of Minturn, Colorado, can use its existing water rights to fill Bolts Lake. Lastly, it allows the Forest Service to acquire "the Wedge"—several parcels of land in Grand County—to protect wildlife habitat and the landscape near Rocky Mountain National Park.

## San Juan Mountains Wilderness Act

The *San Juan Mountains Wilderness Act* provides permanent protections for nearly 61,000 acres of land located in the heart of the San Juan Mountains in Southwest Colorado. It designates some of the state's most iconic peaks as wilderness, including two fourteeners: Mount Sneffels and Wilson Peak. The bill is the result of more than 10 years of collaboration among local leaders, businesses, and ranchers in San Miguel, San Juan, and Ouray Counties. It has passed out of both Senate and House committees with bipartisan support.

- **Wilderness:** The bill designates 31,725 acres of new wilderness areas near Telluride, Norwood, Ouray, and Ridgway. Approximately 23,000 acres are additions to the existing Lizard Head and Mount Sneffels Wilderness Areas. The bill also designates 8,884 acres surrounding McKenna Peak, an existing Wilderness Study Area, as a new wilderness area in San Miguel County.
- **Special Management:** The bill designates 21,663 acres as the Sheep Mountain Special Management Area between the towns of Ophir and Silverton, which includes Hope Lake and Ice Lakes Basin. The bill also creates the 792-acre Liberty Bell East Special Management Area near Telluride.
- **Mineral Withdrawal:** The bill protects 6,590 acres of mineral withdrawal outside of Norwood at Naturita Canyon, prohibiting future mineral development in the canyon.

## Thompson Divide Withdrawal and Protection Act

The *Thompson Divide Withdrawal and Protection Act* protects the Thompson Divide—one of Colorado's most treasured landscapes—by withdrawing approximately 200,000 acres from future oil and gas development, while preserving existing private property rights for leaseholders and landowners. It also creates a program to lease excess methane from nearby coal mines, supporting the local economy and addressing climate change. Since joining the Senate, Senator Bennet has worked with ranchers, sportsmen, and elected officials to ensure the bill reflects the wishes of Gunnison, Pitkin, and Garfield Counties and local energy companies.

- **Mineral Withdrawal:** The bill permanently withdraws around 200,000 acres in the Thompson Divide near Carbondale and Glenwood Springs from future oil and gas development, while preserving existing private property rights for leaseholders and landowners.
- **Methane Leasing:** Based on a request from Gunnison County, Delta County, and natural gas producers, the bill creates a program to lease and generate energy from excess methane in existing or abandoned coal mines in the North Fork Valley—supporting the local economy and addressing climate change.



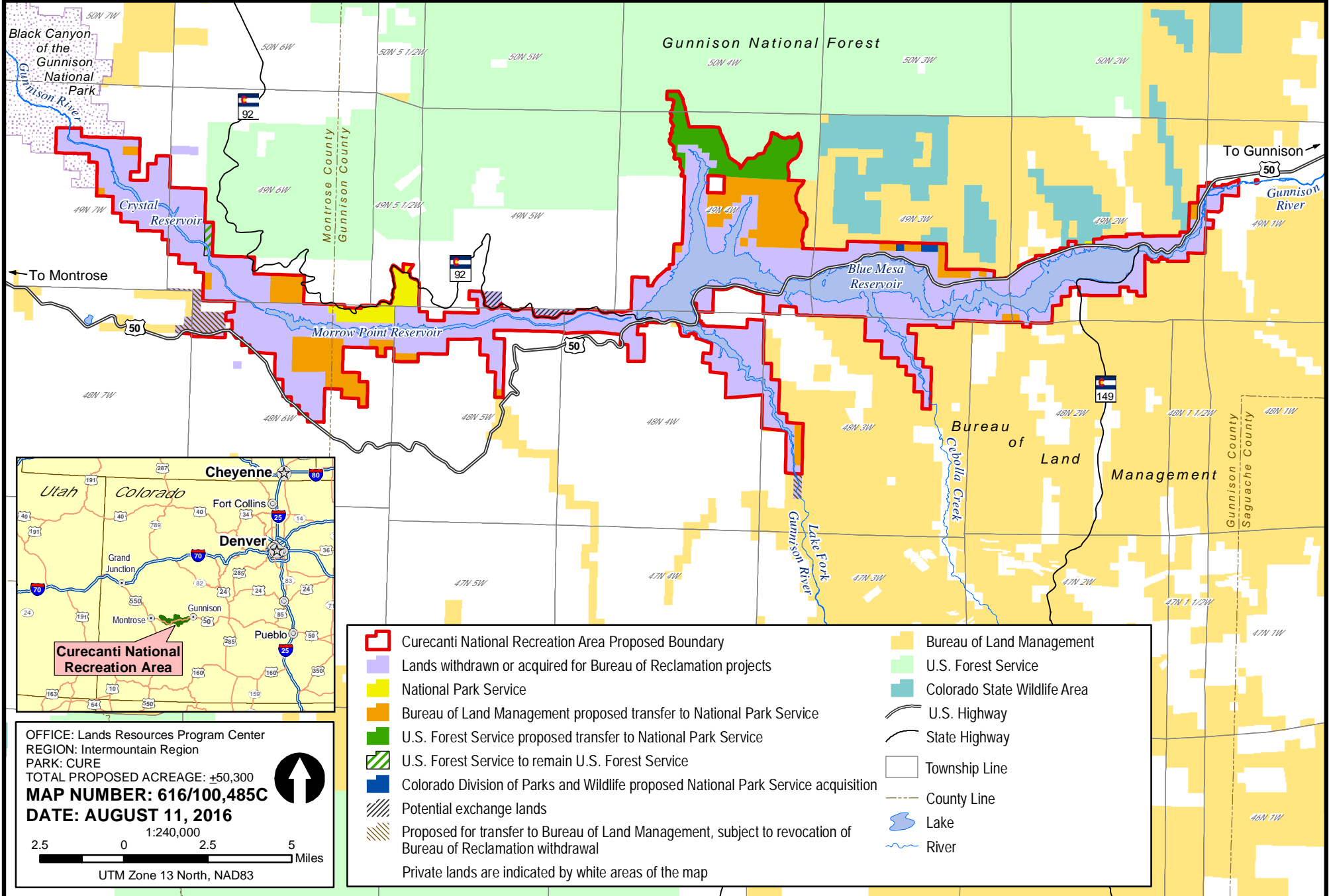
## Curecanti National Recreation Area Boundary Establishment Act

The *Curecanti National Recreation Area (NRA) Boundary Establishment Act* formally establishes the boundary for the Curecanti NRA. Although created in 1965, the boundary has never been designated by Congress, limiting the ability of the National Park Service to effectively manage the area. The bill improves coordination among land management agencies and ensures the Bureau of Reclamation upholds its commitment to expand public fishing access in the basin. Since 2011, Senator Bennet has worked closely with counties, federal agencies, landowners, and sportsmen to craft the bill.

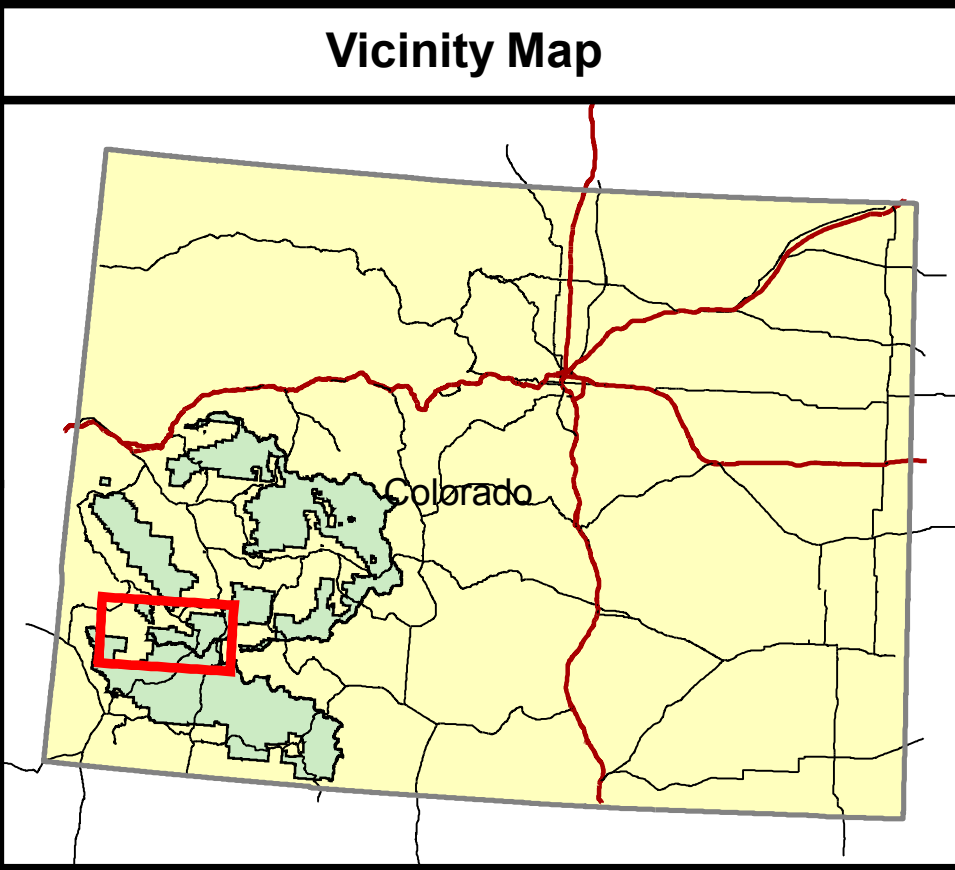
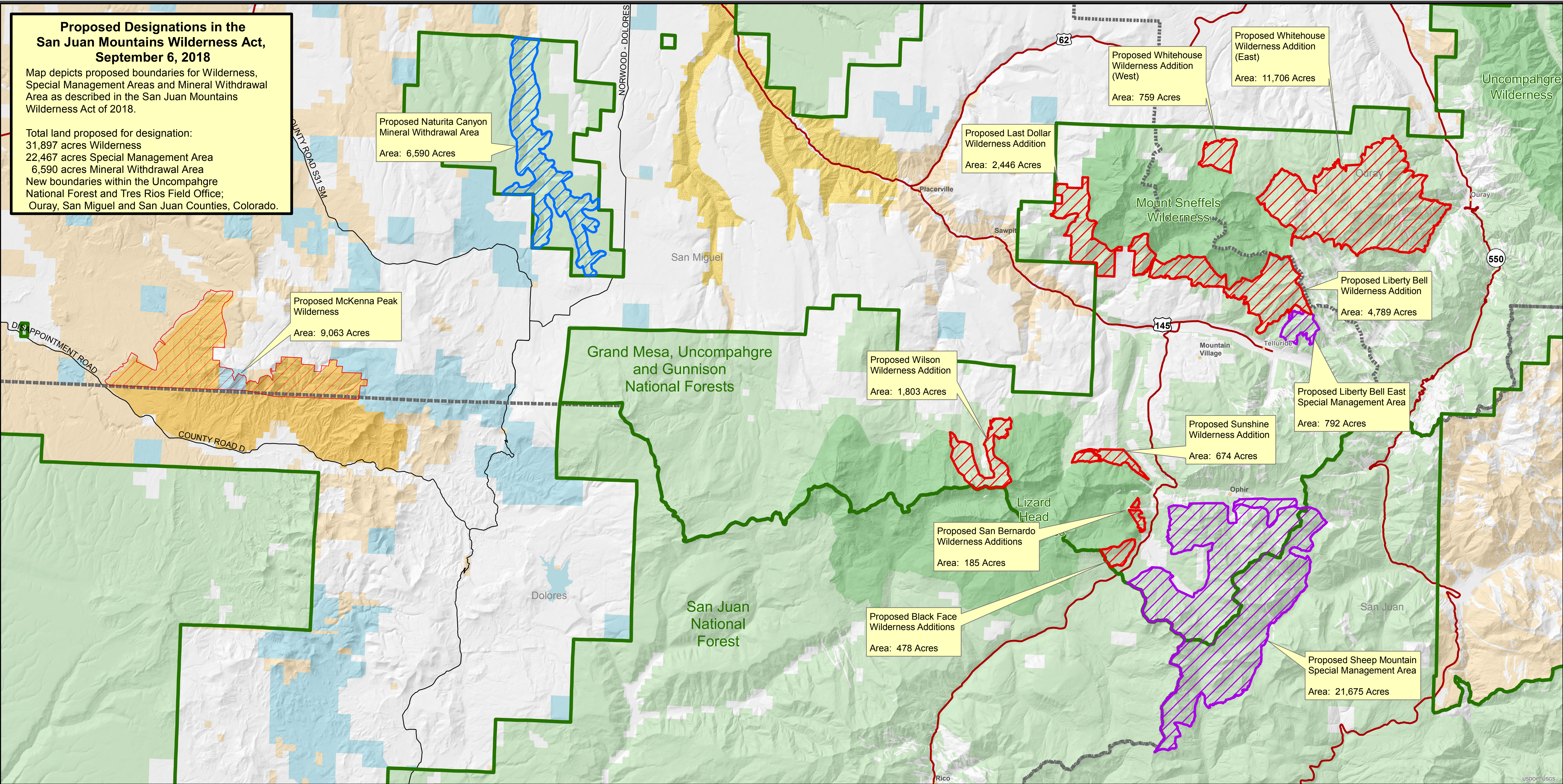
- **Boundary Establishment:** The bill formally establishes the boundary of the Curecanti National Recreation Area, currently one of only a handful of NPS units without a formal designation by Congress.
- **Land Management:** The bill improves the efficiency of public land management in the area by initiating a series of administrative jurisdiction changes—a step supported by all of the relevant land management agencies that will save taxpayer dollars. It also ensures Bureau of Reclamation jurisdiction over the three dams in the area that play an important role in the Colorado River. Lastly, the bill allows nearby landowners to voluntarily receive assistance from the NPS to conserve natural resources on their property.
- **Fishing Access:** The bill ensures that the Bureau of Reclamation upholds its commitment to expand public fishing access in the basin, which was lost when the Aspinall Unit was created.

# CURECANTI NATIONAL RECREATION AREA PROPOSED BOUNDARY

National Park Service  
U.S. Department of the Interior







**References**

Map prepared by the U.S. Forest Service, Region 2, Grand Mesa, Uncompahgre and Gunnison National Forests Resource Information staff at the request of Senator Michael Bennet, Colorado.

Proposed wilderness, special management area and mineral withdrawal area boundaries are general representations and do not represent legal boundary descriptions.

Boundary Source: Senator Bennet's staff, USFS staff.

Additional data sources: Roads and Trails - USFS, Hardrock 100 Course Maps; Water Features - USFS; Land ownership - USFS, BLM, State of Colorado.

Map Scale is 1:114,000 (when printed at 34x22). Map Coordinates in NAD83, UTM Zone 13N. Contour lines spaced at 200 ft.

**Disclaimer**

The USDA Forest Service makes no warranty, expressed or implied regarding the data displayed on this map, and reserves the right to correct, update, modify, or replace this information without notification.

0 2.5 5 10 Miles

PROPOSAL	
	Proposed Wilderness
	Proposed Special Management Area
	Proposed Mineral Withdrawal Area
	Forest Boundary
	County
MAJOR ROADS	
	HIGHWAY
	COUNTY

	US Forest Service (USFS)
	USFS Wilderness
	Bureau of Land Management (BLM)
	BLM - Area of Critical Environmental Concern
	BLM - Wilderness, Wilderness Study Area
	State
	County, City
	Private

Map Creation Date - 10-18-2017, Map Revision Date - 09-06-2018/ Version 5 Sheet 1 of 6

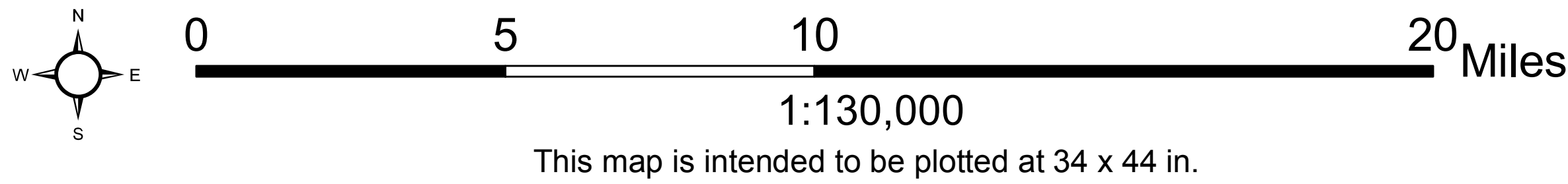
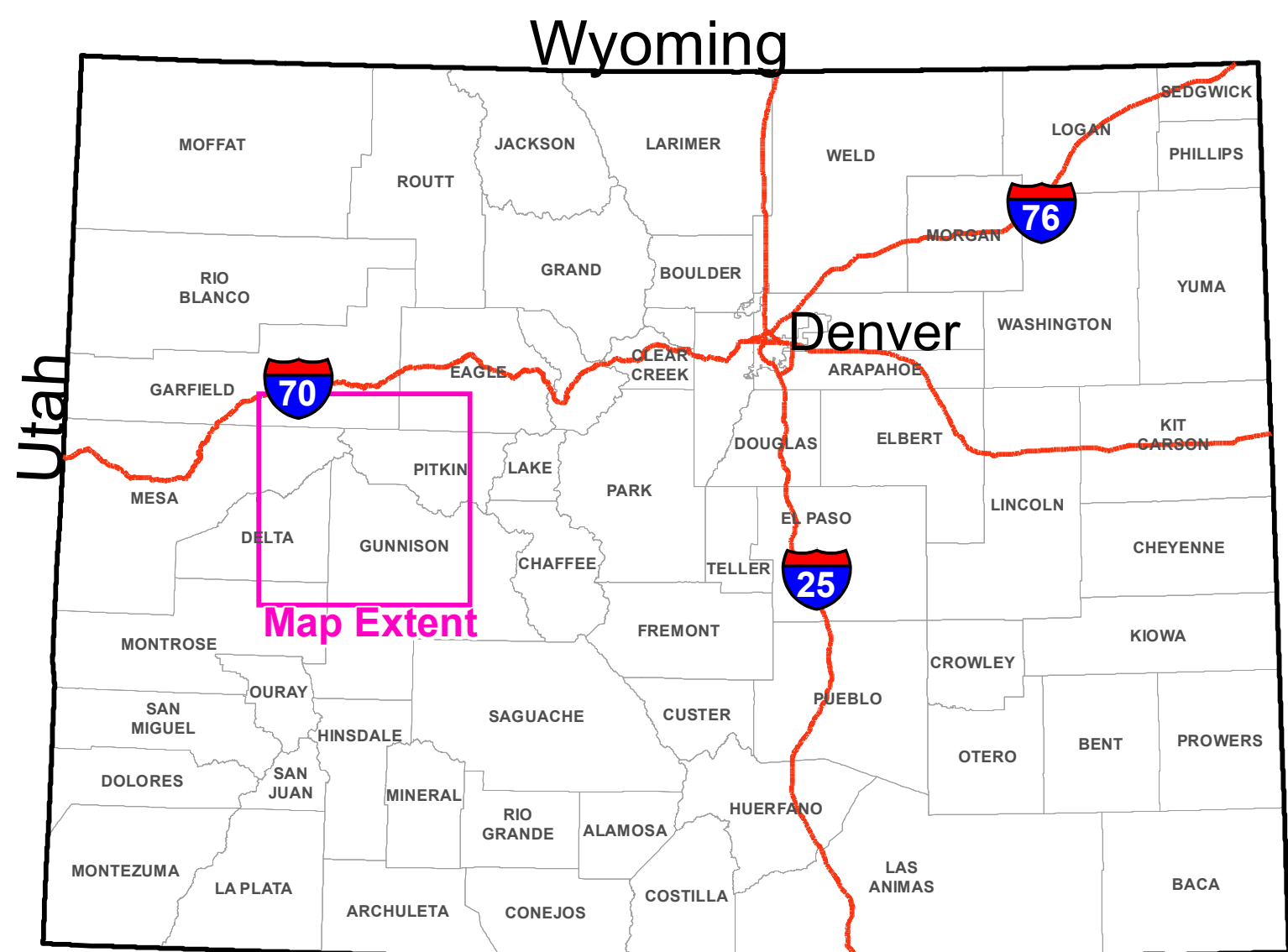
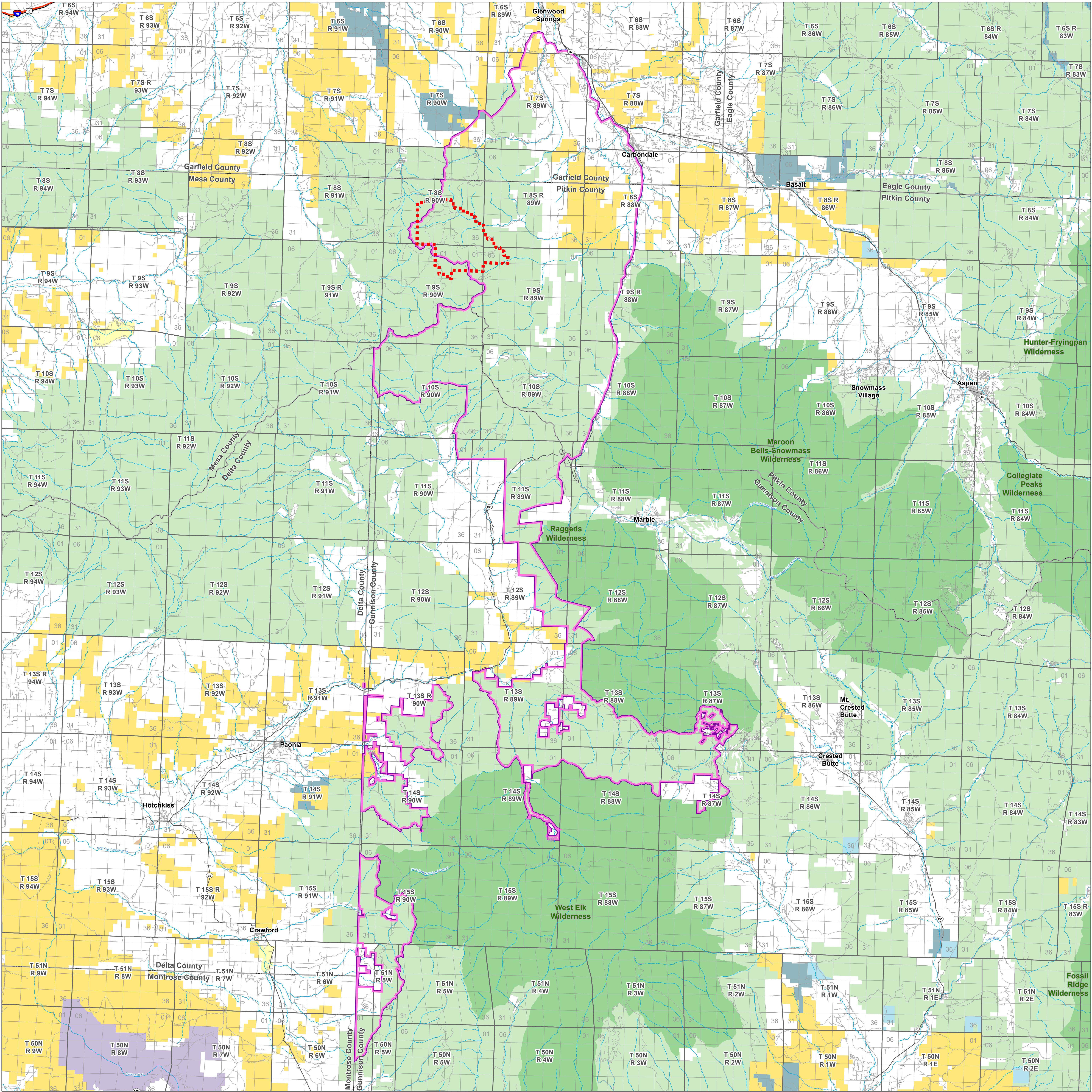
Proposed Designations in the San Juan Mountains Wilderness Act, September 6, 2018	
Legislative Map (TBD, San Juan Mountains Wilderness Act of 2018)	
U.S. Forest Service - Rocky Mountain Region Grand Mesa, Uncompahgre and Gunnison National Forests U.S. Congressional District 3, Colorado	
This map generally depicts the boundaries of proposed designations as described in the San Juan Mountains Wilderness Act of 2018. Total land proposed for designation shown on map are: 31,897 acres wilderness, 22,467 acres special management area, 6,590 acres mineral withdrawal area. Copies of this map are available for public inspection in the Office of the Regional Forester, Rocky Mountain Region, Golden, Colorado.	



# Greater Thompson Divide Area Map

September 22, 2016

This map prepared at the request of Senator Michael Bennet



- Thompson Divide Withdrawal and Protection Area
- Wolf Creek Storage Agreement
- County Boundaries
- Streams & Rivers
- Interstates
- U.S. Highway
- State Highway
- County & Main Roads
- Bureau of Land Management
- Bureau of Reclamation
- National Park Service
- Other Federal
- State
- State, County, City; Areas
- US Forest Service
- USFS Wilderness Area



## AGENDA ITEM #8

## **ORDINANCE NO. 2019-01**

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

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

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

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

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

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

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

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

#### **SECTION 1.**

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

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

#### **SECTION 2.**

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

**SECTION 3.**

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

**SECTION 4.**

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

**INTRODUCED before the Town Council of the Town of Ridgway, Colorado on the 13<sup>th</sup> day of February, 2019.**

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

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

**ATTEST:**

\_\_\_\_\_  
Pam Kraft, MMC, Town Clerk

**Approved As to Form:**

\_\_\_\_\_  
BO JAMES NERLIN, Town Attorney

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

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

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

**ATTEST:**

\_\_\_\_\_  
Pam Kraft, MMC, Town Clerk

Approved As to Form:

---

BO JAMES NERLIN, Town Attorney

**CERTIFICATE OF TOWN CLERK**

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

(SEAL)

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Pam Kraft, MMC, Town Clerk



## AGENDA ITEM #9

## 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 7, 2019

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### BACKGROUND

The Planning Commission recommended approval of the PUD/Minor Subdivision request on March 6<sup>th</sup>, 2019 to Town Council with conditions in the staff report and the condition that language is added into the Declarations that exterior materials, landscaping and fencing will remain consistent between the two units/properties.

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

---

### STAFF RECOMMENDATION

Staff recommends approval with the conditions in the staff report from the Planning Commission meeting on March 6<sup>th</sup>, 2019, including the addition of language in the Declarations document to address consistent exterior materials, landscaping and fencing per discussion with the Planning Commission. See the attached staff report from the Planning Commission hearing.



*From North Laura Street looking north*

**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 6<sup>th</sup>, 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

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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> |

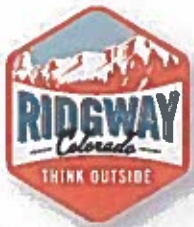
### Brief Description of Requested Action

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

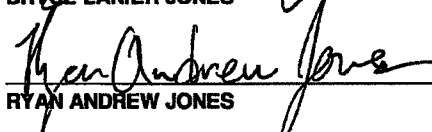
DESCRIPTION	DEBIT	CREDIT
<b>Sales Price &amp; Earnest Money</b>		
Sales Price	129,000.00	
Earnest Money from LTGC - Earnest Money		7,500.00
<b>Title Fees to Land Title Guarantee Company</b>		
Tax Certificate	26.00	
<b>Closing Fees to Land Title Guarantee Company</b>		
Closing Fee	100.00	
<b>Recording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

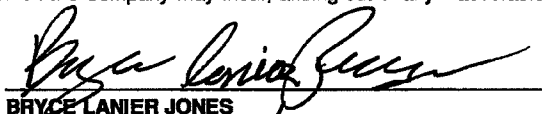
RE: Real property and improvements located at: **495 LAURA ST, RIDGWAY, CO 81432**, in the County of **Ouray** State of Colorado, and more particularly described in the Commitment issued under the above Commitment No. **85005089** (the "Property").

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

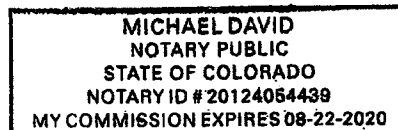
The Purchaser (the "Purchaser") of the Property, hereby makes the following representations to Land Title Guarantee Company, and any title insurance company for which the Company is agent (collectively the "Company"), with full knowledge and intent that the Company shall rely thereon:

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 26<sup>th</sup>, 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**

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.

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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.

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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.

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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**

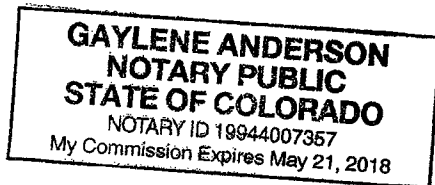
)

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** *9*  
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:

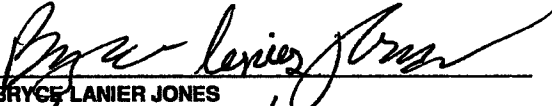
**LOT 5, PARKSIDE SUBDIVISION, COUNTY OF OURAY, STATE OF COLORADO.**

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.

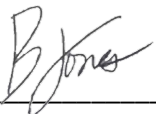
The land was purchased, and duplex built last year with the goal being that we (two brothers) would both move to Ridgway when job and life circumstances permitted. We both love Ridgway, and ever since discovering it six years ago when our parents, Dave Jones & Judi Chamberlin, retired here, we've wanted 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,

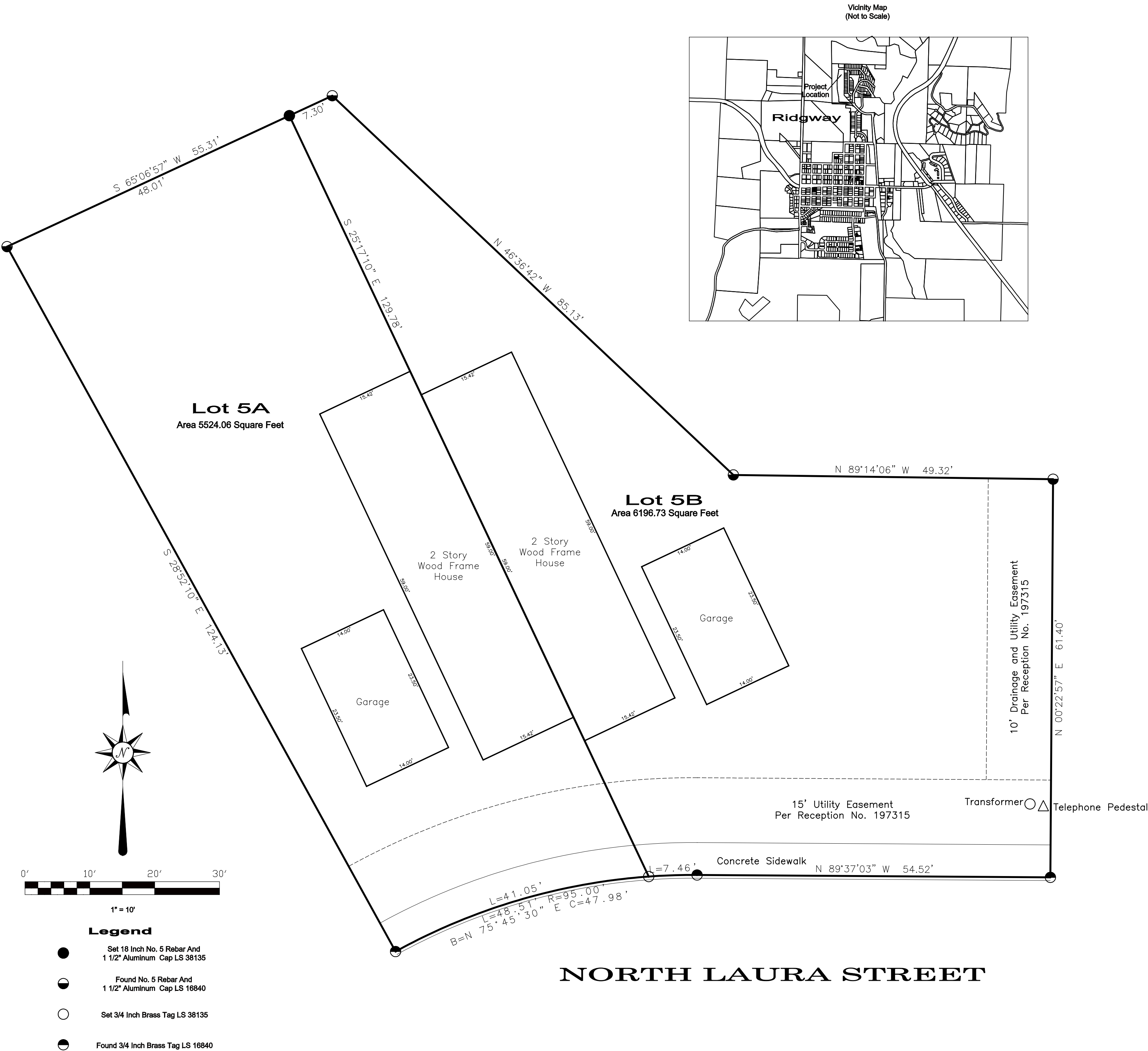


Bryce Jones



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.

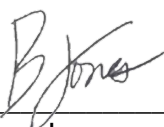
F. In conformance with Article XII, any Lot Owner shall have the right to enforce any provision of this Declaration, by action against an offending Lot Owner, for a breach of this Declaration and the damages caused therefrom, against a defaulting party which has affected that Lot or the collective Lots. 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.*

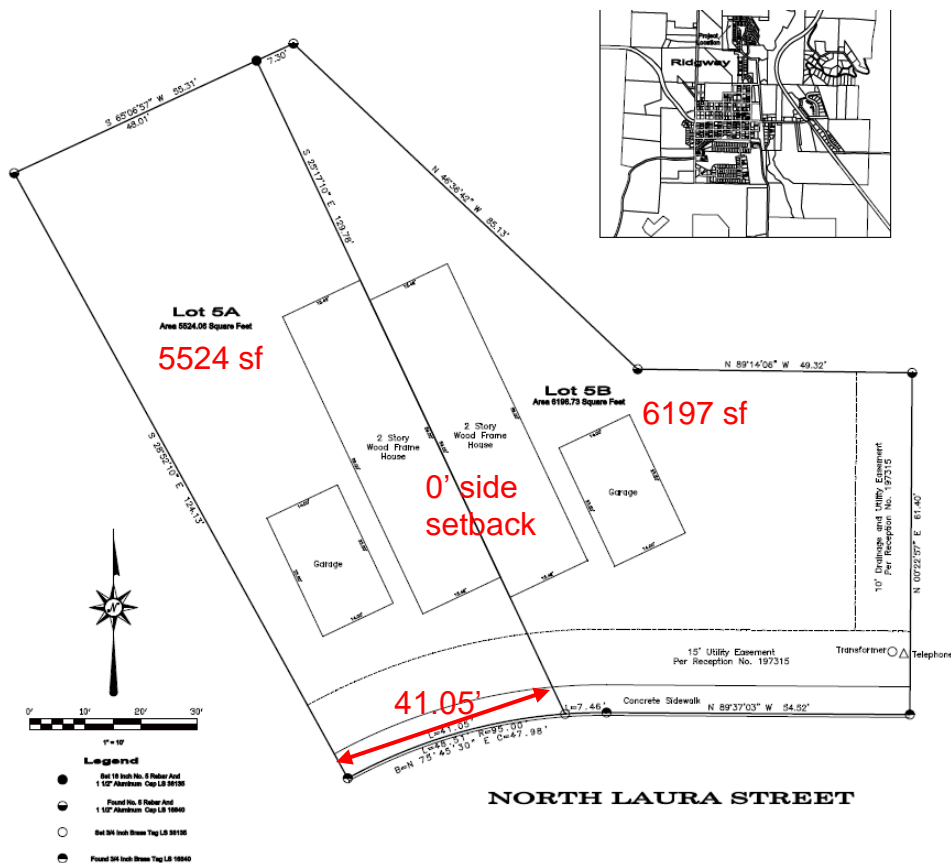
*(C) The burden shall be on the Applicant to show that these criteria have been met.*

*(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*



## AGENDA ITEM #10

**SECOND AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT**

**THIS SECOND AMENDMENT** is entered into between, Trail Town Partners, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town). That Subdivision Improvements and Lien Agreement (SIA) entered into between the parties and recorded at Reception #214991 in the Ouray County Records on 10/05/2015, for Trail Town Condominiums and Subdivision of Lot 26-A, and the first amendment of such document recorded at Reception #218140 in the Ouray County Records on 03/15/2017, is hereby amended to:

Change the completion date to **July 1, 2019** for the following remaining improvements:

Submit supporting docs to show full ADA compliance, specifically regarding handrails, or provide handrails per approved plan; and

Add a curb stop in front of the phone pedestal; and

Locate and/or replace survey monuments; and

Make improvements to French drain and or slope or other needed work on Palomino Trail so that drainage functions as required by the Town and grade and improve the parking lot area to provide necessary drainage; and

Submit updated and current as-built drawings.

The remaining terms of the original Subdivision Improvements Agreement and any subsequent amendments remain valid and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF RIDGWAY, COLORADO**

By \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**Trail Town Partners, LLC**

By \_\_\_\_\_  
John E. Peters, Managing Partner

STATE OF COLORADO        )  
  ) ss.  
COUNTY OF OURAY        )

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

My commission expires:

Notary \_\_\_\_\_

[illegible]

Witness my hand and official seal.

Notary \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF OURAY )

SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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



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

Witness my hand and official seal.  
My commission expires:

(SEAL)

Notary \_\_\_\_\_  
Address \_\_\_\_\_

ALL- PURPOSE  
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

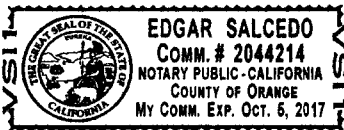
On SEPTEMBER 08, 2015 before me, Edgar Salcedo, Notary Public  
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

[Signature]  
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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



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

**FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT**

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

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

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

**TOWN OF RIDGWAY, COLORADO**

By [Signature] Mayor

ATTEST:

[Signature]  
 Town Clerk

**Trail Town Partners, LLC**

By [Signature]  
~~Michelle Nauer~~, Managing Partner  
 JOHN E. PETERS

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF OURAY )

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

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

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF OURAY )

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

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of March, 2017, by ~~Michelle Nauer~~, Managing Partner of Trail Town Partners, LLC.  
 JOHN E. PETERS

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

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

## AGENDA ITEM #11

**SECOND AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT**

**THIS SECOND AMENDMENT** is entered into between, Trail Town Partners, LLC, a Colorado Limited Liability Company, Grantor (hereinafter sometimes referred to as Subdivider) and the Town of Ridgway, Colorado, (hereinafter sometimes referred to as Town). That Subdivision Improvements and Lien Agreement (SIA) entered into between the parties and recorded at Reception #207835 in the Ouray County Records on 07/19/2012, for Trail Town Subdivision Lot 26-B Amended Plat, and the first amendment of such document recorded at Reception #218141 in the Ouray County Records on 03/15/2017, is hereby amended to:

Change the completion date to **July 1, 2019** for the following remaining improvements:

Replace tiny pedestrian lights with 44” tall pedestrian lights, similar to the ones in the Town’s Hartwell Park; and

Grade parking lot area to improve drainage; and

Install reflective markings at the end of Hunter Parkway; and

Locate and/or replace survey monuments; and

Submit updated and current as-built drawings.

The remaining terms of the original Subdivision Improvements Agreement and any subsequent amendments remain valid and in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**TOWN OF RIDGWAY, COLORADO**

By \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
Town Clerk

**Trail Town Partners, LLC**

By \_\_\_\_\_  
John E. Peters, Managing Partner

STATE OF COLORADO            )  
  ) ss.  
COUNTY OF OURAY            )

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

My commission expires:

Notary \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
COUNTY OF OURAY )

Witness my hand and official seal.

(SEAL)

Notary \_\_\_\_\_

Address \_\_\_\_\_

[illegible]

**SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT**

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

**WITNESSETH:**

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

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

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

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

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

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

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

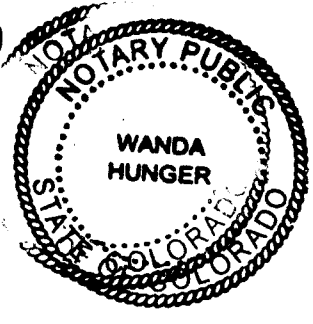
Such lien may be foreclosed in any lawful manner as a mortgage or otherwise, and the Town shall be entitled to recover all its costs and reasonable attorney's fees, if such improvements are not installed, constructed and accepted, as required. The Town may also enforce compliance by certifying the costs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

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

Witness my hand and official seal.

My commission expires: 5/19/2016

(SEAL)



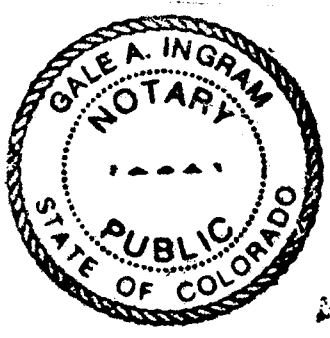
Wanda Hunger  
Notary 55 Valley View Rd  
Ridgway, CO 81432  
Address

STATE OF COLORADO     )  
  ) ss.  
COUNTY OF OURAY     )

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

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

(SEAL)



Gale A. Ingram  
Notary  
117 CRS Ridgway, CO  
Address

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

**FIRST AMENDMENT TO SUBDIVISION IMPROVEMENTS AND LIEN AGREEMENT**

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

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

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

**TOWN OF RIDGWAY, COLORADO**

By [Signature] Mayor

**ATTEST:**

[Signature]  
 Town Clerk

**Trail Town Partners, LLC**

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

STATE OF COLORADO )  
 ) ss.  
 COUNTY OF OURAY )

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

Witness my hand and official seal.

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

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



## AGENDA ITEM #12

# Art Loan Agreement

BY AND BETWEEN THE TOWN OF RIDGWAY AND PUBLIC ART RIDGWAY COLORADO

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the TOWN OF RIDGWAY, a Colorado home rule municipal corporation, with an address of P.O. Box 10, Ridgway, Colorado, 81432, hereinafter referred to as "Town" and PUBLIC ART RIDGWAY COLORADO, a non-profit organization, with an address of P.O. Box 1024, Ridgway, CO 81432, hereinafter referred to as "PARC"; both entities are sometimes referred to herein individually and generically as a "Party" and collectively as the "Parties".

**WHEREAS**, the Town wishes to continue to support a public art program designed to accept, display and acquire artwork for enjoyment by the public and enhancement of the Town of Ridgway; and

**WHEREAS**, PARC wishes to support the Town in creating public areas that are pleasant and attractive to residents and visitors; and

**WHEREAS**, the Town of Ridgway and PARC entered into an agreement for PARC to administer such program in 2011 and wish to continue said agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and obligations expressed herein, it is agreed by and between the Parties hereto as follows:

## I. PARC OBLIGATIONS

- A. **Administer Program.** Subject to review and consent of the Town, Public Art Ridgway Colorado (PARC) shall be responsible for the administration of the program in accordance with procedures that PARC shall establish. The program shall include, but is not limited to, the fundraising, promotions, selection of artwork, and submission of applications to the Town for approval of locations for placement of the artwork.
- B. **Administer Permanent Collection.** PARC shall be responsible for the normal cleaning and maintenance of the public artwork which is on display or part of the Town's Permanent Art Collection.

## II. TOWN'S OBLIGATION

- A. **Insurance.** The Town of Ridgway will include artwork on display pursuant to this

agreement for a value stated as the asking price or estimated appraised value within the scope of its CIRSA property insurance. Any proceeds received from CIRSA as a result of a covered loss will be paid over to the owner of the property damaged or lost, by the Town.

- B. **Name Plates.** The Town shall provide a permanent information plate containing the artist's name and name of the piece, for artworks selected to become part of the Town's Permanent Art Collection.
- C. **Installation.** Although transportation of artwork to and from the display site shall be the responsibility of the artist, the artist is expected to cooperate with the Town regarding said transportation, as a condition precedent to display of such artwork. The Town shall be responsible for installation or removal of all artwork in the Town's Permanent Art Collection, or artwork displayed on Town-owned property.

### III. PRIVATE ART

Nothing in this Agreement shall preclude purchase of works of art by private individuals or business agencies for their own private use or display on their property. PARC may act in an advisory capacity if requested for private purchases of art.

### IV. DURATION AND TERMINATION

This agreement shall become effective on its date of execution, and shall be subject to termination at any time for convenience at PARC's or the Town's option upon thirty (30) days written notice by the terminating Party to the other Party. In the event of termination by PARC, such notice shall be provided to the Town Manager. In the event of termination by the Town, such notice shall be provided to the Chair of PARC. The term of this Agreement is for a period of five (5) years, beginning on the date of execution hereof. This Agreement may be renewed thereafter only in a writing signed by both Parties.

### V. GOVERNING LAW

This Agreement is governed by the laws of the State of Colorado. Notwithstanding any other provisions of this Agreement or contracts related hereto, the Town reserves the right to exercise and enforce its police powers including, but not limited to, its authority to abate nuisances in any lawful manner, including but not limited to maintaining an action in a court of competent jurisdiction to enjoin any violation of the Official Code of the Town of Ridgway, or of any permit issued by the Town.

### VI. MODIFICATIONS

This Agreement constitutes the entire agreement and understanding between the Parties concerning the matters contained herein, and no modification, amendment, novation, renewal or other alteration of, or to, this Agreement shall be deemed valid, or any force, or effect whatsoever, unless mutually agreed upon by the Parties in writing.

## **VII. TABOR CLAUSE**

The Parties agree that any of the Town's duties which have an underlying financial commitment under this Agreement are subject to annual budget appropriations as required provisions of the Taxpayers' Bill of Rights ("TABOR") contained in Article X, Section 20 of the Colorado Constitution, as amended. The Parties further agree that any failure to fund the obligations set forth herein as a result of TABOR related monetary constraints shall not give rise to any legal or equitable cause of action whatsoever. In the event that insufficient budget appropriations are made by the Town, this Agreement shall terminate on the last day of the last fiscal period for which sufficient budget appropriations were made, or as otherwise set forth herein.

## **VIII. SEVERABILITY**

If any provision of this Agreement shall be declared illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected and shall remain in force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

**TOWN OF RIDGWAY**

**PUBLIC ART RIDGWAY COLORADO**

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John I Clark, Mayor

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Susan Baker, Vice President

**ATTEST:**

**ATTEST:**

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Pam Kraft, Town Clerk

Pat Thachuk, Secretary

## AGENDA ITEM #13

## **OPTION TO GROUND LEASE**

THIS OPTION TO GROUND LEASE (the “**Agreement**”) is made and entered into this [INSERT DAY] day of [INSERT MONTH], 2019 (the “**Effective Date**”), by and between the **TOWN OF RIDGWAY, COLORADO** (hereinafter the “**Town**”), a home rule municipal corporation existing under the laws of the State of Colorado having an address at 201 N. Railroad Street, P.O. Box 10, Ridgway Colorado 81432, and **ARTSPACE PROJECTS, INC.** (hereinafter “**API**”), a Minnesota nonprofit corporation having an address at 250 Third Avenue North, Suite 400, Minneapolis, Minnesota 55401. Hereinafter the Town and API shall individually be referred to as “Party” or collectively referred to as the “Parties.”

### **WITNESSETH:**

WHEREAS, the Town is the owner of certain real property more particularly described on **Exhibit A** (the “**Property**”); and

WHEREAS, API intends to ground lease the Property and develop at the Property an affordable live/work project for individuals and their families, consisting of, but not necessarily limited to, approximately 26 apartments and related uses (the “**Project**”), which Project shall be funded, in part, with possible use of (i) proceeds from the syndication of federal tax credits allocated for the development of Project pursuant to Section 42 of the Internal Revenue Code and the Qualified Allocation Plan promulgated by CHFA (the “**Tax Credits**”) and (ii) other financing necessary for the development and operation of the Project; and

WHEREAS, API has requested, and the Town has agreed to grant API an option to ground lease the Property for purposes of developing the Project on the Property, all in accordance with the terms set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and the mutual covenants and agreements herein contained, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings ascribed thereto:

a. **Affiliate Person** shall mean an individual or entity, legally authorized to receive and use the Tax Credits, which will own the Project in lieu of API.

b. **CHFA** shall mean the Colorado Housing and Finance Authority.

c. **Commencement Date** shall mean the date API delivers notice of the exercise of the Option.

d. Encumbrances shall mean all liens, security, interests, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions, covenants, conditions and any other matters affecting title to the Property.

e. Environment shall mean water or water vapor, land surface or subsurface, air, wildlife, biota and all other natural resources.

f. Environmental Law shall mean any applicable, or relevant and appropriate, statutes, ordinances, by-laws, directives or other written, published laws, any written, published rules or regulations, orders, and any licenses, permits, orders, judgments, notices or other requirements issued pursuant thereto, enacted, promulgated or issued by any Governmental Authority, in effect as of the Effective Date, relating to pollution or protection of public health or the Environment from Hazardous Materials (including, but not limited to, any air, surface water, groundwater, land surface or sub-surface strata, whether outside, inside or under any structure), or to the identification, reporting, generation, manufacture, processing, distribution, use, handling, treatment, storage, disposal, transporting, presence, Release or threatened Release, of any Hazardous Substances. Without limiting the generality of the foregoing, Environmental Laws shall include the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Clean Water Act, as amended, the Safe Drinking Water Act, as amended, the Clean Air Act, as amended, and all analogous laws enacted, promulgated or lawfully issued by any Governmental Authority, but shall exclude the Occupational Safety and Health Act, as amended, and similar state laws.

g. Governmental Authority shall mean any federal, state or local governmental court, agency or other entity, body, organization or group exercising any executive, legislative, judicial, quasi-judicial, regulatory or administrative government function.

h. Ground Lease shall have the meaning provided in Section 3.

i. Hazardous Material shall mean any petroleum, PCBs, asbestos, chemical substance, waste, pollutant or contaminant, as defined in, or regulated by, any Environmental Law or as determined by any Governmental Authority.

j. Option shall have the meaning provided in Section 2.

k. Option Term shall mean the period from the Effective Date to the Termination Date.

l. Permitted Encumbrances shall mean the Encumbrances listed on the schedule of exceptions to be contained in the leasehold title policy to be dated as of the Commencement Date, or as described as a Permitted Encumbrance in this Agreement.



m. Person shall mean a natural person, a partnership, a joint venture, an unincorporated association, a limited liability company, a corporation, a trust, any other legal entity, or any Governmental Authority.

n. Project shall have the meaning provided in the Recitals.

o. Property shall have the meaning provided in the Recitals.

p. Taking shall mean any taking or pending or threatened taking, in condemnation or under the right of eminent domain of the Property or any portion thereof.

q. Tax Credits shall have the meaning provided in the Recitals.

r. Termination Date shall have the meaning provided in Section 2.

2. Option to Ground Lease: The Town hereby grants to API an exclusive option to ground lease the Property (the “**Option**”). The Option shall remain in full force and effect and may be exercised by API at any time until the first to occur of (i) the closing of the primary construction financing (excluding predevelopment financing) for the Project, (ii) syndication and sale of Tax Credits allocated for the development of the Project, or (iii) December 31, 2019 (hereinafter collectively referred to as the “**Termination Date**”).

3. Terms and Conditions of Lease: The Town and API shall negotiate in good faith to finalize the terms and conditions of a ground lease for the Property (the “**Ground Lease**”) no later than the Termination Date. On the Commencement Date the mutually acceptable finalized version of the Ground Lease shall take effect. Parties understand that the Property was purchased in-part with grant funds from the State of Colorado Department of Local Affairs and as such is encumbered by a Property Use Covenant approved by the Ridgway Town Council on September 13, 2017 and attached hereto as Exhibit B. For purposes of this Agreement, this Exhibit B is a Permitted Encumbrance. While not specific to this Option, API understands that the Town may be interested in additional terms for the Ground Lease including but not limited to: local preference in procurement of goods and services as is reasonable for the construction of any future improvements; the right of first refusal for the Town to acquire any future improvements to the property; the Town’s participation in design, architecture, financing and construction of future improvements; the Town’s interest in any non-residential space or other town-funded improvements, etc.; the final term of the lease and the timing of project construction; lease renewal options; etc.

Ground Lease Rent and Term: The rent payable under the Ground Lease is anticipated to be ONE DOLLAR (\$1.00) per year. The term of the Ground Lease shall be no less than thirty-five (35) years from the Commencement Date. The Ground Lease’s rent and term shall ultimately be decided in consultation with the Tax Credit investor and the Town of Ridgway. Notwithstanding the foregoing, this Agreement and the terms contained herein shall not constitute a multiyear fiscal obligation for the Town.

4. Restrictive Covenants. The Parties acknowledge and agree that API will record restrictive covenants (as contained in a certain land use restriction agreement required by CHFA

(the “**LURA**”)) on the land and all improvements and that the LURA shall be binding on the Town and any successor in interest to the Town’s interest in the Property. The Parties further acknowledge and agree that upon the termination of the LURA by foreclosure or deed in lieu thereof, the Parties agree not to evict any residential tenants without cause and likewise acknowledge and agree that they will not increase the gross rent for a period of three (3) years.

5. Right to Inspect Property. The Parties acknowledge and agree that this Option is subject to a determination by the API on the desirability of the Property for the Project, including API’s environmental review of the Property. During the Option Term, API may conduct inspections, tests, and studies with respect to the physical and environmental condition of the Property, including all environmental, surveying, engineering, soil borings and other tests with respect to the Property. API and its consultants, agents, engineers, inspectors, contractors, and employees, upon notice to the Town, shall be given reasonable access to the Property for the purpose of performing such due diligence.

6. Warranties and Representations of the Town. As a material inducement to cause API to enter into this Agreement, the Town represents to API that:

a. The Town has full right, power and authority to execute, deliver and perform this Agreement without obtaining any consents or approvals from, or the taking of any other actions with respect to, any third parties, and this Agreement when fully executed will constitute a valid and binding agreement of the Town, enforceable against the Town according to its terms.

b. The Town has good and indefeasible title in fee simple to the Property. The Town has not provided any third party any right in, or to acquire the Property. At the Commencement Date, the Property shall be free and clear of all Encumbrances except Permitted Encumbrances.

c. There is no action, suit, proceeding or investigation pending or threatened before any Governmental Authority which relates to the Property or the Town’s use of the Property.

d. There is no known Taking affecting the Property.

e. The Property is not situated in any area classified by any Governmental Authority as being a “wetland” or “flood-prone.”

f. The Town has received no notice from any Governmental Authority of a violation of any requirement of such Governmental Authority with respect to the use or occupation of the Property, including, but not limited to, Environmental Law, zoning, subdivision and other land use requirements, and the Town has received no notice and have no knowledge of any violations or investigations relating to any such requirement.

g. The Town has received no notice of any default or breach by the Town under any covenant, condition, restriction, right of way or easement affecting the Property or any portion thereof.

h. There are no service contracts, leases, purchase agreements or rights of first refusal affecting all or any part of the Property.

i. There is no litigation or proceeding pending, threatened against or relating to the Property nor does the Town know or have reasonable grounds to know of any basis therefor.

j. The Property is in compliance with, and the Town has not been charged with, has not received any notice of and is not under investigation for, failure to comply with any Environmental Law. Neither the Town, nor to the best of the Town's knowledge, have any prior owners and occupants of the Property stored, treated, generated, transported, processed, handled, produced or disposed of any Hazardous Materials (except in compliance with applicable Environmental Laws) at the Property. There are no underground storage tanks at the Property of which the Town is aware.

7. Covenants of the Town. The Town covenants that during the Option Term:

a. It shall not encumber the Property or enter into any lease or other occupancy agreement with respect thereto without the prior written consent of API.

b. The Town shall, at its sole cost and expense, comply with all notices, orders and requirements issued by any Governmental Authority against or affecting the Property, to the extent such notices, orders and requirements are issued as a result of the Town's use of the Property.

c.

d. The Town, upon knowledge of the same, shall notify API of any material change with respect to the Property, or with respect to any information, representation or warranty heretofore or hereafter furnished by the Town to API concerning the Property.

e. The Town shall, upon request, provide API with reasonable access to the Property for the purpose of verifying the Town's performance of its obligations hereunder.

8. Notice: All notices under this Agreement, including notice of the exercise of this Option, shall be in writing and shall be sent by certified or registered mail, return receipt requested, Federal Express, or similar private overnight carrier, addressed to the Party for which such notice is intended, at such Party's address set forth below or at such other address as may be provided by such Party to the other Party by notice complying with this Section. All notices sent pursuant to this Section shall be deemed effective when deposited in the mail or delivered to the overnight carrier, as the case may be, addressed as follows:

To the Town:                      Town of Ridgway, Colorado  
   201 N. Railroad Street

P.O. Box 10  
Ridgway Colorado 81432  
Attn: Town Manager

To API:

Artspace Projects, Inc.  
250 Third Avenue North  
Suite 400  
Minneapolis, Minnesota 55401  
Attn: Andrew Michaelson

With a copy to:

Cannon Heyman & Weiss, LLP  
726 Exchange Street, Suite 500  
Buffalo, New York 14210  
Attn: Steven J. Weiss, Esq.

9. Miscellaneous Provisions.

a. This Agreement, and all of its agreements, warranties and representations, shall survive the Option Term and commencement of the Ground Lease.

b. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Colorado, without regard to principles of conflict of laws. Venue is proper in Ouray County.

c. This Agreement embodies and constitutes the entire understanding between the Parties with respect to the transaction contemplated herein, and all prior agreements, understandings, representations and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument signed by the Party against whom enforcement of such waiver, modification, amendment, discharge or termination is sought, and then only to the extent set forth in such instrument.

d. No waiver by either Party hereto of any failure or refusal by the other Party hereto to comply with its obligations hereunder shall be deemed a waiver of any other or subsequent failure or refusal by such Party to so comply.

e. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this contract or any of the provisions hereof.

f. Upon prior written notice, review and approval by the Town, API may assign all of its rights under this Agreement to an Affiliate Person, including, but not limited to, the eventual tax credit partnership.

g. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs or successors and assigns.

h. As used in this Agreement, the masculine shall include the feminine and neuter, the singular shall include the plural and the plural shall include the singular, as the context may require.

i. This Agreement may be executed in a number of identical counterparts, each of which for all purposes is to be deemed as original, and all of which constitute, collectively, one agreement.

j. In the event that any one or more of the provisions contained in this Agreement should be found or held to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby.

k. Time is of the essence of this Agreement.

l. Town and API acknowledge that each Party's entry into this Agreement is voluntary in nature.

m. This Agreement has been carefully read by the Parties, the contents hereof are known and understood by the Parties, and it is signed freely by each Party executing this Agreement. Each Party has had the opportunity to review this Agreement with independent legal counsel.

[Remainder of page intentionally left blank. Signature page to follow.]

**IN WITNESS WHEREOF**, the Town and API have caused this Agreement to be executed under seal as of the day and year first above written.

**TOWN:**

**TOWN OF RIDGWAY, COLORADO**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**API:**

**ARTSPACE PROJECTS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## ACKNOWLEDGMENTS

STATE OF COLORADO     )  
                                      :ss.  
COUNTY OF                     )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2019, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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Notary Public

STATE OF MINNESOTA         )  
                                      ) ss.  
COUNTY OF HENNEPIN         )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by [INSERT SIGNATORY NAME], the [INSERT TITLE] of Artspace Projects, Inc., a nonprofit corporation under the laws of Minnesota.

NOTARIAL STAMP OR SEAL (OR OTHER TITLE OR RANK)

---

SIGNATURE OF NOTARY PUBLIC OR OTHER OFFICIAL



**EXHIBIT A**

**Description of Property**

LOTS 6, 7, 8, 9, AND 10 IN BLOCK 28, TOWN OF RIDGWAY, COUNTY OF OURAY,  
STATE OF COLORADO.

EXHIBIT B

**PROPERTY USE COVENANT**

Town of Ridgway Energy Impact Assistance Funding #8389

On July 1, 2017 the Town of Ridgway ("Town") applied to the State of Colorado Department of Local Affairs ("DoLA") for Energy Impact Assistance Funding in an amount of \$125,000 to offset the cost to the Town for the purchase of property in the Town of Ridgway. The Town receive a notice of funding award of \$125,000 from DoLA on April 27, 2017.

In August 2016, the Town of Ridgway was awarded the State of Colorado Southwest Region Space to Create Project. The Space to Create project is a pilot project administered by the State of Colorado and is intended to initiate the construction of work/live workforce housing and advance economic development for rural communities. The Town of Ridgway is partnering with public and private entities on the development and construction of live/work units and shared public space. The Town intends to use the property purchased with the EIAF #8389 funding for this Space to Create project.

In the event the Space to Create project does not advance to construction, the Town agrees to use the subject property for a public purpose that advances the intent of the Energy Impact Assistance Funding and that is in accordance with the application submitted by the Town to the Department of Local Affairs on July 1, 2017, including affordable / workforce housing and / or economic development.

**Heard and Approved by the Town Council of the Town of Ridgway, Colorado, this 13<sup>th</sup> day of September 2017.**

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

By \_\_\_\_\_  
John Clark, Mayor

**ATTEST:**

\_\_\_\_\_  
Pam Kraft, MMC, Town Clerk

Approved As to Form:

\_\_\_\_\_  
BO JAMES NERLIN, Town Attorney

CERTIFICATE OF TOWN CLERK

The foregoing Covenant was approved by the Ridgway Town Council on September 13<sup>th</sup>, 2017.

(SEAL)

---

Pam Kraft, MMC, Town Clerk

## AGENDA ITEM #14

**RESOLUTION NO. 19-05**  
**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY ADOPTING AMENDMENT 3**  
**TO THE TOWN OF RIDGWAY PERSONNEL MANUAL AMENDING CERTAIN PROVISIONS**  
**REGARDING ACCRUAL AND USE OF VACATION AND SICK TIME**

**Whereas**, the Town Council adopted the current Personnel Regulations via Resolution 02-02 on February 27, 2002, and amended those Personnel Regulations via Resolution 13-01 on January 9, 2013 and via Resolution 13-06 on December 11, 2013; and

**Whereas**, the 2017 Audit provides for an unfunded liability of \$101,336 in Accrued Compensated Absences at the end of Fiscal Year 2017; and

**Whereas**, the Town Council desires to comply with State and Federal Regulations on accrued balances for employees while being fiscally responsible with unfunded liabilities; and

**Whereas**, setting maximum accrual limits for vacation and sick time hours have been determined to be the best approach for the Town Council to balance needed time-off with the financial resources available to the Town.

**NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF RIDGWAY HEREBY ADOPTS THE ATTACHED AMENDMENTS TO SECTIONS I. AND II. OF THE TOWN OF RIDGWAY PERSONNEL REGULATIONS:**

**INTRODUCED, READ, PASSED, AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.**

**TOWN OF RIDGWAY, COLORADO**

By: \_\_\_\_\_  
JOHN CLARK, Mayor

**ATTEST:**

By: \_\_\_\_\_  
PAM KRAFT, Town Clerk

## I. HIRING AND CLASSIFICATION

### 1-1: Authority:

The Town Manager shall oversee personnel matters and implement personnel policies consistent with Council policy and Town Charter. The Town Manager shall be responsible for hirings of all temporary employees. Hirings of all full-time employees shall be at the Manager's discretion but shall involve Council input; any terminations of permanent employees shall be subject to final Council action based upon recommendation by the Manager, consistent with Town Personnel Regulations. The Town Manager shall have the authority to suspend, transfer, demote and reprimand employees. Removal of employees will be subject to recommendation of the Town Manager in accordance with the provisions herein.

Whenever a position becomes available current Town employees shall be notified of the opening and be given the opportunity to apply. The Town shall endeavor to fill the position internally prior to releasing a general advertisement for the position, if the employees possess the necessary qualifications required for the position.

It is the policy of the Town that all employees who do not have a written, individual employment contract with the Town, are employed at the will of the Town for an indefinite period.

These Personnel Regulations do not constitute a contract for any employee, and are acknowledged by all employees on their first day of employment with the Town.

### 1-2: No Change

### 1-3: No Change

### 1-4: No Change

## II. WORK HOURS, HOLIDAYS, VACATION AND LEAVE

### 2-1: No Change

### 2-2: No Change

### 2-3: Vacation:

- A. Full time employees shall be credited with 80 hours of vacation time at the end of their first year of continuous employment. 80 hours of vacation time will be

accrued as per 2-3.D below, during the 2<sup>nd</sup> year of continuous employment. 100 hours of vacation time will be accrued as per 2-3.D below, during the third and fourth years of continuous employment. 120 hours of vacation time will be accrued as per 2-3.D below, during the 5<sup>th</sup> through 9<sup>th</sup> year of continuous employment. 160 hours of vacation time will be accrued as per 2-3.D below, during the 10<sup>th</sup> through 14<sup>th</sup> year of continuous employment. 200 hours of vacation time will be accrued as per 2-3.D below, during the 15<sup>th</sup> through 19<sup>th</sup> year of continuous employment and 240 hours of vacation time will be accrued as per 2-3.D below, during the 20<sup>th</sup> year of continuous employment, and each year of continuous employment thereafter.

- B. Part time employees shall be credited with vacation time at a rate proportionate to the number of hours scheduled on a weekly basis.
- C. Temporary or seasonal employees shall not be credited with vacation time, nor be authorized to take vacation.
- D. All vacation time off must be approved by the employee's immediate supervisor, with reasonable advance notice. Decisions on requests for vacation will be based upon factors including, but not limited to, the operational needs of the department and the Town.

Vacation time is credited at each pay period, and may be used immediately thereafter, except for new employees in their first year of employment who shall be credited with their annual vacation time on their anniversary date. Vacation time shall not be used during probationary periods.

Employees shall be encouraged to use vacation time within 6 months of the date it is credited. Employees are not eligible to earn any additional vacation hours once they have reached the maximum cap of 350 hours at any point during the calendar year. Employees will begin to earn vacation hours at their scheduled rate once their vacation hours fall below the maximum cap of 350 hours.

- E. Vacation time shall not be accrued during periods of absence due to non-work related illness or injury. Vacation accrual shall be reduced (prorated) in any year for periods of authorized leave without pay, without resulting in a discontinuity in employment for purpose of calculating overall vacation accrual pursuant to Subsection A above.
- F. Accrued vacation shall not be credited upon separation from the Town if employment has been less than one year.
- G. Accrued vacation time shall be paid to the employee upon termination of employment at the employee's hourly rate after one year of employment. Upon termination of employment, and after the completion of 1 full year of employment,

employees shall be paid for unused vacation hours that have been earned through the last day of work.

**2-4: No Change**

**2-5: Sick Leave:**

- A. Upon completion of the probationary period, full time employees shall be credited with 8 hours sick leave for each month of paid employment.
- B. Part time employees shall be credited with sick leave time at a rate proportionate to number of hours scheduled on a weekly basis.
- C. Sick leave may be accumulated up to a maximum of 400 hours. Employees are not eligible to earn any additional sick hours once they have reached the maximum cap of 400 hours at any point during the calendar year. Employees will begin to earn sick hours at the standard monthly accrual rate once their sick hours fall below the maximum cap of 400 hours. Upon termination after five years of continuous employment with the Town, employees shall be entitled to cash out up to 25% of their accumulated sick hours up to a maximum of 100 hours.

At the time of adoption of these Amended Personnel Regulations, employees who have accrued more than 400 hours will not accrue any additional sick hours. Employees will begin to earn sick hours at the standard monthly accrual rate once their sick hours fall below the maximum cap of 400 hours. If any of these employees discontinue employment with the Town and upon the last day of employment have in excess of 400 hours of sick time, the maximum cash out shall be 125 hours.

- D. Sick leave cannot be taken before actually accrued, and can be used only for the employee's injury or illness; physical incapacitation; scheduled medical, dental, or vision appointment; for the care or appointments of the employee's child or adult in the employee's household for whom the employee cares for on a daily basis; employee is exposed to a contagious disease, which may jeopardize the health of others.
- E. Sick leave will not be accrued during periods of absence due to illness or injury. Sick leave accrual shall be reduced (prorated) in any year for periods of authorized leave without pay.
- F. Employees shall not be entitled to payment for accumulated sick leave upon termination, or at any other time, except for the cash-out option provided in Section C above.



- G. An employee utilizing sick leave shall notify the supervisor prior to the beginning of work schedule if possible. Improper use of sick leave may be grounds for disciplinary action. The supervisor may require written verification of the basis for sick leave.
- H. Employees who are unable to return to work, but have used all accrued sick leave time and vacation time shall thereafter be considered “on leave without pay” until either reinstated to work or terminated from employment.
- I. Probationary employees are not eligible to accrue sick leave.

2-6: No Change

2-7: No Change

2-8: No Change

2-9: No Change

**Remainder of Personnel Regulations – No Change.**

## AGENDA ITEM #15

## RESOLUTION NO. 19-06

### A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY REPEALING AND REPLACING CERTAIN FEE AND PENALTY SCHEDULES

**WHEREAS**, the Town Council adopted the following resolutions on the following dates establishing fee and penalty schedules for the following purposes, which resolutions are repealed with this Resolution 19-06; and

Resolution 06-05	October 2006	Marshal's Department Fees
Resolution 07-07	May 2007	Private Use of Public Property
Resolution 08-03	March 2008	Clerk's Fees
Resolution 12-06	May 2012	Medical Marijuana Fees

**WHEREAS**, the repeal of said Resolutions above by this resolution shall not affect any offense or act committed, any penalty incurred, any contract, right, or duty established or accruing before the effective date of this resolution; and

**WHEREAS**, the Town Council also adopted the following resolutions on the following dates establishing fee and penalty schedules for the following purposes, which resolutions remain intact and are not impacted by this Resolution 19-06; and

Resolution 09-13	December 2009	Traffic Violation Court Fine Schedule
Resolution 14-05	June 2014	Private Use of Public Property
Resolution 17-02	May 2017	Short Term Rental License Fees

**WHEREAS**, the Town Council desires to recuperate costs incurred for services requested by the public and provided by the Town, which requires that the current fees be updated; and

**WHEREAS**, the Town Council desires to achieve a common understanding of various costs and penalties for the citizens of Ridgway; and

**WHEREAS**, the Town Council desires to incorporate and clarify fees and penalties with this Resolution 19-06; and

**WHEREAS**, the Town Council discussed updating the fee schedules in 2018 and most recently at the regular January 9, 2019 meeting of the Town Council; and

**WHEREAS**, numerous sections of the Ridgway Municipal Code provide for establishing fee and penalty schedules; and

**WHEREAS**, the Town Council desires that fees and penalties be evaluated approximately every 3 years to insure fee and penalty schedules are current.

NOW, THEREFORE, THE TOWN OF RIDGWAY, BY AND THROUGH ITS TOWN COUNCIL APPROVES AND ADOPTS THE FOLLOWING FEE AND PENALTY SCHEDULES AS SHOWN IN EXHIBIT A.

Adopted this 13<sup>th</sup> day of March 2019.

TOWN OF RIDGWAY, COLORADO

By: \_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

By: \_\_\_\_\_  
PAM KRAFT, Town Clerk

## EXHIBIT A

<b>Chapter 8-4: Marijuana</b>	
<b>Medical Marijuana Application Fees (Repeals Resolution 12-06 from May 2012)</b>	
Medical MJ Business Application	\$2,000
Medical Marijuana Infused Products Manufacturer Application	\$1,500
Optional Premises Cultivation Location Application	\$1,500
Medical Marijuana Testing Facility Application	\$1,500
Transfer of Ownership (note: this requires issuance of a new license)	\$2,000
<b>Medical Marijuana Center License Fees (Repeals Resolution 12-06 from May 2012)</b>	
Medical Marijuana Center License	\$3,000
Medical Marijuana Infused Products Manufacturer License	\$1,500
Optional Premises Cultivation Location License	\$1,500
Medical Marijuana Testing Facility License	\$1,500
<b>Medical Marijuana Center Renewal Fees (Repeals Resolution 12-06 from May 2012)</b>	
Medical Marijuana Center	\$3,000
Medical Marijuana Infused Products Manufacturer License	\$1,500
Optional Premises Cultivation Location License	\$1,500
Medical Marijuana Testing Facility License	\$1,500
<b>Retail Marijuana Application Fees</b>	
Retail Marijuana Business Application	\$2,000
Retail Marijuana Infused Products Manufacturer Application	\$1,500
Optional Premises Cultivation Location Application	\$1,500
Retail Marijuana Testing Facility Application	\$1,500
Transfer of Ownership	\$2,000
<b>Retail Marijuana Store License Fees</b>	
Retail Marijuana Store License	\$3,000
Retail Marijuana Infused Products Manufacturer License	\$1,500
Retail Optional Premises Cultivation Location License	\$1,500
Retail Marijuana Testing Facility License	\$1,500
<b>Retail Marijuana Store Renewal Fees</b>	
Retail Marijuana Store	\$3,000
Retail Marijuana Infused Products Manufacturer	\$1,500
Retail Optional Premises Cultivation Location	\$1,500
Retail Marijuana Testing Facility	\$1,500
<b>Miscellaneous Fees for All Marijuana License Types (per license)</b>	
Change of Corporation or LLC Structure	\$100/per person
Change of Trade Name	\$50.00
Change of Location	\$750.00
Modification of Licensed Premises	\$500.00
Off Premises Storage Permit	\$1500.00
Conversion MMJ to RMJ (est. by State)	\$250.00
Late renewal fee	\$750.00

<b>Chapter 10: Litter and Junk, Miscellaneous Offenses, Liquor Laws</b>	
10-1: Litter and Junk	\$50.00
10-2: Nuisances	\$50.00
10-3-7: Destruction of Property	\$50.00
10-3-8: Unlawful Entry	\$50.00
10-3-9: Trespass	\$100.00
10-3-10: Discharge of Guns	\$100.00
10-3-11: Interference with an Officer	\$50.00
10-3-12: Resisting Arrest	\$100.00
10-3-13: Indecent Conduct	\$50.00
10-3-14: Disorderly Conduct	\$50.00
10-3-15: Sleeping In Unlawful Places	\$50.00
10-3-16: Fireworks	\$50.00
10-3-17: Explosives	\$50.00
10-3-18: Impersonating an Officer	\$50.00
10-3-19: Petty Theft	\$50.00
10-3-20: Posting of Handbills	\$50.00
10-3-21: Window Peeping	\$50.00
10-3-22: False Alarms	\$50.00
10-3-23: False Identification	\$50.00
10-3-24: Unreasonable Noise	\$50.00
10-4: Liquor Laws	\$75.00

<b>Chapter 11: Animals</b>	
11-1-3: Rabies Control	\$50.00
11-1-4: Animal Attacks	\$150.00
11-1-6: Running at Large	\$50.00
11-1-7: Keeping of Poultry	\$50.00
11-1-8: Releasing Restrained Animals	\$50.00
11-1-9: Vicious Animals	\$150.00
11-1-10: Cruelty to Animals	\$50.00
11-1-11: Nuisance	\$50.00
11-1-12: Female Animals in Heat	\$50.00
11-1-13: Farm Livestock	\$50.00

<b>Chapter 14-5: Public Property (Repeals Resolution 07-07 from May 2007)</b>	
14-5-7 Encroachment permit fee	The Permit fees pursuant to Ridgway Municipal Code Subsection 14-5-7 shall be \$250 except for permits for driveways, curb cuts, accesses and similar minor improvements, which shall be \$100. The permittee shall also reimburse the Town for the costs the Town incurs in the review, issuance, administration and enforcement of the application and permit in accordance with the provisions of Subsection 7-3-20 of the Ridgway Municipal Code. When such costs are likely to exceed the permit fee, the Town shall collect a deposit with the permit fee in the amount of the estimated costs. Any amount of the deposit in excess of actual costs shall be refunded following final approval of the work.

Encroachment bond	<p>The amount of the security required by Subsection 14-5-9 may be calculated as follows for the below indicated situations. In other cases, the amount shall equal 100% of the Town's estimate of the cost of restoration:</p> <ul style="list-style-type: none"> <li>a. \$5.00 per square foot of disturbed surface area on the roadway of gravel streets,</li> <li>b. \$10.00 per square foot of disturbed surface area on the roadway of paved streets, on landscaped areas and on sidewalks,</li> <li>c. \$2.00 per square foot of disturbed surface area of unimproved areas outside of the roadway, and</li> <li>d. An additional amount as necessary to insure repair or replacement of any structure that may be disturbed by the work.</li> </ul>
Rental Fees	<p>The rental fee for use of Town owned Rights-of-Way pursuant to Subsection 15-5-7 shall be \$0 for those telephone and other telecommunications distribution facilities exempted from rental fees by federal and state law, as set out in utility franchises or CATV permits for said distribution facilities, \$0 for existing irrigation ditches and pipelines lawfully located on Town property as of April 1, 2007, and \$0 for driveways, service lines for Town water and sewer, and minor Town authorized structures and encroachments. Fair market rental shall be due annually in advance for other encroachments, structures or facilities unless otherwise authorized by Town Council and set out in the permit.</p>
Engineering, Legal outside consultant review	<p>Permittee shall reimburse all costs incurred by the Town in excess of fees put forth in the resolution.</p>

<b>Marshals Department Fees (Repeals Resolution 06-05 from October 2006)</b>	
Fingerprint card	\$15.00 per fingerprint card for persons requesting background checks, exempting liquor licensing, which is charged per State Statute.
Vehicle Identification Number (VIN) Inspection	\$15.00 per inspection

<b>Clerk's Fees (Repeals Resolution 08-03 from March 2008)</b>	
Computer disk reproduction	\$30/hr, Plus cost of disks/USB/other
Certification of Official Documents	\$5.00/ea
Notary Public	\$3.00/ea
Research requested by general public	\$30/hr
Copy/print/scan of public document	\$.50/page
Non-sufficient funds charge for returned items	\$35.00
Open Records Request	First hour to collect and review documents and records shall be no charge (based on State Statute). Time after the first hour shall be charged at \$8.75 per quarter hour (\$35 per

	hour). If the estimated charges exceed \$50 the Town will require a deposit of 50% prior to undertaking the request. Attorney, Engineering and other contracted fees to be at charge-back rate.
Delinquent Utility Payments	\$35.00

Annexation Policy	
Annexation Request	\$400 fee plus charge back rates apply for outside professional services.
Annexation Petition filing fee	\$1500 fee plus charge back rates apply for outside professional services.
Engineering, Legal outside consultant review	fee plus charge back rates apply for outside professional services. Applies from initial contact to final recording of annexation map. Petitioner to sign Town's standard acknowledgement of fees form



## AGENDA ITEM #16

**ORDINANCE NO. 2019-02**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO,  
AMENDING CHAPTERS 3, 6, 7, 8, 10 AND 11 OF THE RIDGWAY MUNICIPAL CODE REGARDING FEES  
FOR SALES TAX, LODGING TAX, BUILDING REGULATIONS, PLANNING AND ZONING, MARIJUANA,  
NUISANCES AND ANIMALS**

**WHEREAS,** The Town Council of the Town of Ridgway adopted numerous ordinances and resolutions establishing various fees and costs for Town service; and

**WHEREAS,** it has been almost twenty years since the Town undertook a comprehensive review of its fees, and many fees are out of date; and

**WHEREAS,** the Town Council desires to bring current the fees in order to come closer to covering the cost of services provided by the Town; and

**WHEREAS,** the cost of delivering the various services for the Town of Ridgway has increased over time; and

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

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

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

**SECTION 1. Sales Tax**

Ridgway Municipal Code Section 3-2-3(A) Sales Tax: Sales Tax License, is amended, as follows:

(A) It shall be unlawful for any retailer to engage in the business of selling at retail, without first having obtained an annual license therefore, which license shall be granted and issued by the Town and shall be in force until December 31 of the year issued or until revoked or suspended. Such license shall be granted or renewed only upon application stating the name and mailing address of the person desiring such a license, the name of such business and the location, including the street number of such business, and such other facts as the Town may require. Each application shall be accompanied by a new application fee of \$30 or renewal fee in the amount of \$25.

\* \* \*

Ridgway Municipal Code Section 3-2-18(B)(1) Sales Tax: Recovery of Taxes, Penalties and Interest, is amended, as follows:

(B) (1) If any person neglects or refuses to make a return in payment of the tax or to pay any tax, as required by this Section, the Town shall make an estimate based on such information as may be available of the amount of taxes due for the period for which the taxpayer is delinquent and shall add thereto a penalty equal to the sum of fifty dollars (\$50.00) for such failure or fifteen percent (15%) thereof plus one-half percent (1/2%) per month from the date when due, not exceeding eighteen percent (18%) in the aggregate and interest on such delinquent taxes at the rate set under Subsection 3-2-7. Promptly thereafter, the Town shall give to the delinquent taxpayer written notice of such estimated taxes, penalty and interest, which notice shall be sent by first class mail, directed to the last address of such person on file with the Town.

\* \* \*

Ridgway Municipal Code Section 3-2-23(C) Sales Tax: Penalty and Remedies, is amended, as follows:

(C) The Town may assess an administration penalty of \$50 for each day any person required to have a license engages in the business of selling retail within the Town without a license.

\* \* \*

## **SECTION 2. Lodging Tax**

Ridgway Municipal Code Section 3-3-4(B) Lodging Tax: Enforcement is amended, as follows:

(B) A penalty in the amount of 15% of the tax due or the sum of \$50.00, whichever is greater, shall be imposed upon the vendor and become due in the event the tax is not remitted by the 20th of the month, as required by this Section and interest at 1.5%/month shall accrue on the unpaid balance.

\* \* \*

## **SECTION 3. Building Regulations**

Ridgway Municipal Code Section 6-1-3(A)(5) Building Regulations: Changes, Deletions and Exceptions to the Codes Adopted by Reference – The International Building Code, 2006 Edition, is amended, as follows:

(5) Subsection 105.2 Work Exempt From Permit. is hereby amended as follows:

Item number 1: Replace 120 square feet (11 m<sup>2</sup>), with 150 square feet (13.9 m<sup>2</sup>), and append the sentence: Provided, however, a site permit must be obtained for such structures

from the Town, which shall be subject to a permit fee of \$75 and shall be issued only for lawfully located structures.

Item number 4: Replace 4 feet (1219 mm), with 2 feet (610 mm).

Add the following Items 14 and 15:

14. Re-roofing without alteration of roof deck structure.

15. Re-siding without alteration of wall structure.

\* \* \*

Ridgway Municipal Code Section 6-1-3(A)(10) Building Regulations: Changes, Deletions and Exceptions to the Codes Adopted by Reference – The International Building Code, 2006 Edition, is amended, as follows:

(10) Subsection 108.4 Work commencing before permit issuance. is hereby amended to read as follows:

108.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees. The amount of the fee shall be equal to the permit fee or \$150, whichever is greater.

\* \* \*

Ridgway Municipal Code Section 6-2-2(C) Flood Plain Management Regulations: Development Permits, is amended to add a new subsection (6), as follows:

(C) Submitted with the application for a development permit or other applicable permit for property within said Zones A and A-5 shall be the following information:

(1) Elevation in relation to mean sea level of the lowest floor (including basement) of all structures.

(2) Elevation in relation to mean sea level to which any structure has been floodproofed.

(3) Certification by a registered professional engineer or architect that the floodproofing methods of any non-residential structure meet the criteria of Subsection 6-2-4(M).

(4) Description of the extent to which any watercourse will be altered or relocated as a result of the proposed development.

(5) Other information required by the Town as necessary to administer and enforce the provision of these regulations.

(6) An application fee of \$250.

\* \* \*

Ridgway Municipal Code Section 6-2-5(C) Flood Plain Management Regulations: Variances, is amended, as follows:

(C) Application for a variance shall be accompanied by an application fee of \$150 and by all information necessary to show that the variance is justified in accordance with the criteria of this Subsection.

\* \* \*

Ridgway Municipal Code Section 6-3-2(B) Building and Occupancy Permits for Factory Built Structures, is amended, as follows:

(B) Application for a building permit shall be made in accordance with the requirements of the Town's Building Code to the extent applicable and a building permit shall be required regardless of the value of the work. Accompanying the application shall be a site plan drawn to scale showing the dimensions of the mobile home lot or space, the dimensions of the mobile home itself, setbacks and the location of any other structures, easements or improvements on the lot or space. Building permit fees shall also be determined as follows:

(1) Mobile homes or factory built housing set up within a lawful mobile home park: \$200 building permit fee. No plan check fee.

(2) All other mobile homes or factory built structures - the building permit fee determined according to the current Building Code fee schedule based upon the value of the work to be performed, plus the value of the mobile home or the factory built structure. No plan check fee shall be charged for the structure itself.

\* \* \*

Ridgway Municipal Code Section 6-5-4 Outdoor Lighting Regulations Appeals and Variances, is amended, as follows:

(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 \$250.00 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 \$250.00 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.

\* \* \*

Ridgway Municipal Code Section 6-6-6 Enforcement and Administration is amended to add Subsection (G), as follows:

(G) In addition to the fees contained in this Chapter 6, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issues, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.

\* \* \*

#### **SECTION 4. Planning and Zoning**

Ridgway Municipal Code Section 7-3-12(E)(1) Permits, is amended as follows:

(1) Except for the signs specified in Subsection (B), no sign may be erected and maintained until a Sign Permit has been issued by the building official. Applications for a standard sign permit issued pursuant to this subsection 7-3-12(E) shall be submitted to the Town on forms supplied by the Town accompanied by an application fee of \$35.00. Applications for permits issued pursuant to Ridgway Municipal Code Section 7-3-12(G), for signs erected over Town-owned streets and alley

rights-of-way pursuant to a revocable right-of-way permit, shall be submitted to the Town on forms supplied by the Town accompanied by an application fee of \$75.00.

\* \* \*

Ridgway Municipal Code Section 7-3-20 is repealed and replaced, as follows:

(A) The following fees shall be submitted with respect to the indicated application, request or action:

- (1) Temporary Use Permit pursuant to 7-3-13(C): \$150.00
- (2) Conditional Use Permit pursuant to 7-3-14: \$250.00
- (3) Change in a Nonconforming Use pursuant to 7-3-15(B)(3) and (4): \$150.00
- (4) Variances and Appeals pursuant to 7-3-16: \$250.00
- (5) Rezoning pursuant to 7-3-17(A) and (B): \$250.00
- (6) Other Reviews conducted pursuant to the 7-3-18 Review Procedure: \$250.00
- (7) Variance from Flood Plain Regulation pursuant to 6-2-5: \$150.00
- (8) Master Sign Plan pursuant to 7-3-12: \$150.00
- (9) Zoning or Land Use Compliance letters: \$50.00
- (10) Deviation to Single Family Home Design Standards pursuant to 6-6: \$175.00

(B) In addition to the above fees, the applicant shall reimburse the Town for all out-of-pocket costs incurred during the review including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated payroll costs for contract employees, plus ten percent to cover overhead and administration. The Town shall bill the applicant periodically as such costs are incurred. Payment is due within 30 days. Bills not paid by the due date shall accrue interest at the rate of one and one-half percent per month or part thereof. No plat shall be recorded, improvement accepted, lien released, building permit issues, tap approved or other final approval action taken until all fees then due are paid to the Town. Such fees may be certified to the County Treasurer for collection as delinquent charges against the property concerned.

\* \* \*

Ridgway Municipal Code Section 7-4-12 is repealed and amended, as follows:

(A) The following submittal fees shall apply to these regulations:

- |     |                                  |  |
|-----|----------------------------------|--|
| (1) | Sketch Plan:                     | \$300 plus \$10 per lot or unit          |
| (2) | Preliminary Plat:                | \$1,500 plus \$25 per lot or unit        |
| (3) | Resubmittal of Preliminary Plat: | \$750 plus \$25 per lot or unit          |
| (4) | Final Plat:                      | \$600                                    |
| (5) | Minor Subdivision:               | \$450 plus \$25 per lot or unit          |
| (6) | Lot Split:                       | \$450                                    |
| (7) | (a) Replats                      | \$150 plus \$25 per lot or unit          |
|     | (b) Plat Amendments:             | \$250                                    |
| (8) | Statutory Vested Rights          | \$1,500                                  |
| (9) | Planned Unit Developments:       | Same as paragraph (A)(2) and (4), above. |

(B) In addition to the above fees, the subdivider shall reimburse the Town for all out-of-pocket costs incurred during review of the subdivision, including legal fees, postage, notice and publishing costs, map costs, engineering fees, etc., together with wages and associated costs for contract employees, plus 10% to cover overhead and administration. The Town shall bill the subdivider periodically as such costs are incurred. Each bill shall be due 30 days after its date. Bills not paid by the due date shall accrue interest at the rate of 1-1/2% per month or part thereof. No plat shall be recorded, improvements accepted, lien released, building permit issued, tap approved, or other approval action taken until all fees then due are paid to the Town. The Town may suspend review of submittals, inspection of improvements, and processing of the subdivision, as it deems appropriate, unless all amounts are paid as due. Such fees may be certified to the County Treasurer for collection as delinquent charges.

\* \* \*

## **SECTION 5. Marijuana**

Ridgway Municipal Code Section 8-4-1(B) is amended, as follows:

The local application review fee for all Retail Marijuana businesses, with licenses to be issued by the state pursuant to Article 43.4, Title 12, CRS, shall be enacted by Town Council Resolution.

\* \* \*

## **SECTION 6. Nuisances**

Ridgway Municipal Code Section 10-2-2 Nuisances: Abatement of Nuisances is amended, as follows:



(A) In addition to any other powers granted to the Town by law to abate nuisances, any nuisance may be abated in accordance with the provisions of this Subsection. A penalty schedule for such nuisances may be enacted by Town Council Resolution.

\* \* \*

#### **SECTION 7. Animals**

Ridgway Municipal Code Section 11-1-14(A) Animals: Penalty is amended, as follows:

(A) Any person convicted of a violation of any of the provisions of this Section shall be punished by a fine not to exceed \$300. A penalty schedule for such violations may be enacted by Town Council Resolution.

\* \* \*

#### **SECTION 8.**

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

#### **SECTION 9.**

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

#### **SECTION 10.**

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

INTRODUCED before the Town Council of the Town of Ridgway, Colorado on the 13<sup>th</sup> day of March, 2019.

TOWN OF RIDGWAY, COLORADO,  
A HOME-RULE MUNICIPALITY

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

ATTEST:

\_\_\_\_\_  
Pam Kraft, MMC, Town Clerk

Approved As to Form:

\_\_\_\_\_  
BO JAMES NERLIN, Town Attorney

HEARD AND FINALLY ADOPTED by the Town Council of the Town of Ridgway, Colorado, this 10th day of April, 2019.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE  
MUNICIPALITY

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

ATTEST:

\_\_\_\_\_  
Pam Kraft, MMC, Town Clerk  
Approved As to Form:

\_\_\_\_\_  
BO JAMES NERLIN, Town Attorney

**CERTIFICATE OF TOWN CLERK**

The foregoing Ordinance was introduced at a meeting of the Ridgway Town Council on March 13, 2019, published by title and posted thereafter, and adopted by the Ridgway Town Council on April 10, 2019.

(SEAL)

\_\_\_\_\_  
Pam Kraft, MMC, Town Clerk

## AGENDA ITEM #17

RESOLUTION NO. 19-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY AMENDING AND REPLACING  
THE TOWN OF RIDGWAY PROCUREMENT POLICY WITH TOWN OF RIDGWAY PROCUREMENT  
MANUAL AND POLICY

**Whereas**, the Town Council established a Procurement Policy with Resolution 07-04 adopted on February 14, 2007; and

**Whereas**, the Town Council amended the Procurement Policy with Resolution 09-04 adopted on July 8, 2009 and establishing a local preference policy; and

**Whereas**, the Procurement Policy has been effective in ensuring a methodical, equitable and consistent treatment of all vendors and service providers involved in public procurement for the Town, in a manner that maximizes efficiency and value for tax dollars so expended; and

**Whereas**, the Town Council desires to update and replace the Procurement Policy for the purposes of: clarifying certain aspects of the policy, providing appropriate checks and balances, allowing for deviations when appropriate and necessary, clarifying roles, and addressing grant funding and credit card purchasing.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF RIDGWAY  
HEREBY ADOPTS THE ATTACHED PROCURMENT MANUAL AND POLICY.

INTRODUCED, READ, PASSED, AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

TOWN OF RIDGWAY, COLORADO

By: \_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

By: \_\_\_\_\_  
PAM KRAFT, Town Clerk



# TOWN OF RIDGWAY

## PROCUREMENT MANUAL

<b>PROCUREMENT POLICY .....</b>	<b>3</b>
Purpose.....	3
Ethics.....	3
Authority .....	3
Purchasing Agent.....	3
Procurement Procedures .....	5
Purchasing Policies.....	5
Solicitation Types and Procedures.....	5
Non-appropriated Expenditures .....	8
Deviation from Procedures.....	8
Local Preference .....	9
Contracts.....	9
Types of Contracts.....	9
Contract Approval.....	10
Administration .....	10
Contracts Involving Grant Funding.....	11
Purchasing and Payment Approvals.....	11

Payment Approval Process.....	11
Credit Cards.....	12
<b>STANDARD FORMS AND CONTRACTS .....</b>	<b>13</b>
Standard Forms.....	13
Standard Contracts.....	13

## PROCUREMENT POLICY

### PURPOSE

The purpose of this policy is to centralize the procurement functions of the Town, and ensure a methodical, equitable and consistent treatment of all vendors and service providers involved in public procurement for the Town, in a manner that shall maximize efficiency and value for the tax dollars so expended.

This Procurement Manual represents a complete source of information and detailed procedures for the purchasing of commodities, services and equipment for the Town.

### ETHICS

No favoritism shall be extended to any vendor. Purchases and contracts shall be made on the basis of qualifications, experience, price, value, quality, delivery, performance, references and/or other criteria as defined in the bid documents. Any attempt to realize personal gain through public employment is a breach of public trust. Any employee found to be in violation of this Procurement Manual may be subject to Disciplinary Action or Separation as described in the Town's Personnel Manual.

### AUTHORITY

Pursuant to the Charter of the Town of Ridgway, Art. V, §5-1, and under the general authority of home rule municipalities pursuant to Art. XX of the Colorado Constitution, and as specifically recognized in application to local budgets in accordance with the provisions of the Colorado Revised Statutes §29-1-101 *et seq.* (Local Government Budget Law), the following Procurement Manual is hereby approved and established by the Town Council and of the Town of Ridgway.

### Purchasing Agent

Authority to purchase is delegated by the Town Council to the Town Administration. Under the direction and supervision of the Town Manager, the Town Clerk shall serve as the

purchasing agent (hereinafter the "Purchasing Agent"), to implement and monitor the provisions and processes as set forth herein, and in accordance with the approved budget. The Purchasing Agent shall be directly responsible for the following:

1. **Purchase or Contract:** The Purchasing Agent shall administer the purchase or contract for all supplies, goods, equipment and services, in accordance with the provisions herein.
2. **Informal and Formal Requisition:** The Purchasing Agent shall be directly responsible for the implementation and oversight of all informal and formal requisition procedures as described herein.
3. **Preparation of Forms:** The Town Manager shall prepare standardized forms and templates, which shall be approved by the Town Attorney and may be subject to approval or ratification by the Town Council, which forms may be included within this Procurement Manual.
4. **Maintain list of Vendors and Service Providers:** The Purchasing Agent may maintain a centralized list of Vendors and Service Providers within the Town's central files, and update said list on a continuous basis.
5. **Record Keeping:** The Purchasing Agent shall serve as the custodian of all records related to the procurement process, and shall retain such records pursuant to administrative policies of the Town as related to record retention, and the Colorado Open Records Act.
6. **Supervision of Inventory:** The Purchasing Agent, in conjunction with the appropriate Department Head, shall oversee and supervise the inventory of supplies, goods and equipment as purchased by the Town.
7. **Adherence to Budget and Appropriations:** The Purchasing Agent shall ensure that the procurement of supplies, goods, equipment and services is in accordance with



appropriations made within the budgeting process or follow the process set forth below for non-budgeted expenditures.

8. **Disposition of Surplus and Outdated Inventory:** The Purchasing Agent shall oversee and administer the disposition of surplus and outdated inventory. Any equipment that is no longer useful to the Town and is being disposed of, with an original cost of \$500 or more, shall be reported to the Town Manager.
9. **Coordination with Department Heads.** The Purchasing Agent shall coordinate with Department Heads who may be granted purchasing authority by the Town Manager. Department heads may have control of their respective budgeted funds and expenditures, but expenditures shall follow the procurement processes contained herein. Purchases by the Town Clerk shall be approved by the Town Manager, acting as Purchasing Agent.

## PROCUREMENT PROCEDURES

### Purchasing Policies

1. Procure the best value for the quality of supplies, goods, equipment and services.
2. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on purchases and sales.
3. Employees shall not use a piece meal approach by breaking a project or purchase into multiple smaller parts for informal purchasing to avoid the need for a formal purchasing process.

### Solicitation Types and Procedures

The following table summarizes solicitation types and required approval. See the written descriptions below for more detailed procedures.

<b>Solicitation Type</b>	<b>Method of Purchase</b>	<b>Amount of Expenditure</b>	<b>Required Approval</b>
Informal	Direct Purchase	up to \$2,500	Dept Head with Purchasing Agent
Informal	Request for Quote (RFQ)	> \$2,500 up to \$25,000	Purchasing Agent
Formal	Request for Bid (RFB)	> \$25,000	Town Council

#### Informal Requisition – Direct Purchase

Direct purchases of budgeted supplies, goods, equipment and services can be made up to the amount of \$2,500, through informal procedures. This may or may not involve the informal solicitation of quotes and can be done by Department Heads with the prior approval of the Purchasing Agent confirming that funding for all purchases has been appropriated.

#### Informal Requisition – Request for Quote (RFQ)

Purchases of supplies, goods, equipment and services greater than \$2,500 up to \$25,000 shall be conducted by the Purchasing Agent utilizing a Request for Quote ("RFQ"). Acceptable quotes may be obtained by the Purchasing Agent or his/her designee by mail, email, in person, or over the phone and delivered to the Purchasing Agent. Department Heads seeking formal requisition of supplies, goods, equipment and services shall provide the Purchasing Agent with a minimum of three vendor names and procurement details for this solicitation process.<sup>1</sup>

#### Formal Requisition – Request for Bid (RFB)

Any budgeted expenditure for supplies, goods, equipment or services in excess of \$25,000 shall be purchased through a Request for Bids ("RFB"), which shall be conducted by the Purchasing Agent with assistance from the appropriate Department Head, as needed.

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<sup>1</sup> Notwithstanding the authority granted to either department heads or the purchasing agent for certain expenditure amounts, Town Staff can elect to have certain purchases reviewed and approved by the Town Council.

Acceptable bids shall be through a competitive sealed bid process on forms prepared by the Purchasing Agent. These forms must include the time and date which bids must be received at Town Hall and the procedures to be followed in receiving and opening the bids. Invitations may also convey contractual terms, pre-bid conferences and other conditions applicable to the bidders. Any information provided to a potential bidder must be made publicly available to all potential bidders.

RFBs shall require public notice and be published at least once in a general circulation newspaper for the Town of Ridgway. The notice shall include a general description of the items subject to procurement, specifications, times and place of bid opening and other pertinent information. The Purchasing Agent is responsible for public notices and publishing.

When bids are received by Town Hall, they shall be stamped upon receipt. Bids remain sealed and secure prior to bid opening. Bids must be received PRIOR TO THE SPECIFIED DATE AND TIME as established in the RFB. Bids received after the specified deadline must be immediately returned unopened to the non-responsive vendor. Verbal bids, incomplete submittals and electronic submittals shall not be considered.

The opening of sealed bids shall be a public ceremony. Bids shall be opened by the Purchasing Agent or a designated representative at the time and place specified in the RFB. Bid openings shall have an additional town employee present to witness the bid opening. The name of each bidder, amount of bid and any other information the Purchasing Agent or designated representative deems to be relevant shall be recorded on a bid tabulation sheet to become part of the public record. Following a bid opening and tabulation, bids become confidential documents until the Town Council approves the recommendation from the Town Manager. The Town Manager reserves the right to waive any minor bid deficiencies.

Awards shall generally be made to the bidder whose bid best meets the requirements and criteria set forth in the RFB.

Following review of bids, the Purchasing Agent, or designated Department Head, shall make a recommendation to the Town Manager. The Town Manager shall present the final recommendation to Town Council for approval and award of contract. In addition to the foregoing, the Town Manager may recommend to the Town Council the waiver of any and all bids if it is determined that there are better alternatives for the Town to pursue.

The Town will notify all bidders as to the outcome of the review process. In the event that no award is made or the RFP is canceled, all proposals received must remain confidential and not open for public inspection. The purpose is to not allow any future potential respondents an opportunity to review other respondents' proposals and gain an advantage when submitting future proposals.

#### Non-appropriated Expenditures

Non-appropriated expenditures shall follow the same processes as set forth above. All unbudgeted expenditures shall be subject to a supplemental budget to be presented to the Town Council prior to the end of the fiscal year in accordance with budgetary procedures, as required. Non-appropriated expenditures of supplies, goods, equipment and services that exceed \$25,000 shall require prior Council approval by formal action, unless under emergency conditions, in which case such expenditures shall be subject to ratification by the Town Council at its next regular meeting.

#### Deviation from Procedures

In instances where only one vendor exists that can successfully furnish supplies, goods, equipment or services subject to informal requisition (procurements up to \$25,000), the Purchasing Agent may authorize a deviation from the procedures as set forth herein. Where a request for quotes process on materials, supplies and/or equipment yields a better value and cost for the town and /or a formal bid process will not result in a competitive bidding process, the Town Manager may pursue the informal request for quote process, including procurements in excess of \$25,000.

With regard to formal requisition procedures (procurements > \$25,000), the Town Council may, prior to the requisition of such supplies, goods, equipment and services, approve the deviation from the procedures set forth herein when deemed to be in the interest of the Town.

Examples where deviation or exemption to the procedures may be warranted include, but are not limited to, those situations where the solicitation of competitive bids is impractical and unlikely to result in competitive purchasing or undue delay, those situations involving highly specialized skills or services or unique supplies, goods, or equipment purchases from other governmental entities, and purchases made cooperatively with other units of government or utilizing extended awards for other governmental agencies.

#### Local Preference

In the procurement of supplies, goods, equipment and services up to an amount of \$50,000, the Town shall give preference to local businesses. A percentage preference of five percent shall be accorded to local businesses, if otherwise comparable when considering other procurement criteria set forth herein and applied within the competitive bidding process. For purposes of this provision, "local business" shall mean businesses physically located within Ouray County. No local preference shall be applied in competitive bid processes, which are subject to grant funds that expressly prohibit the use of such local preference criteria.

### CONTRACTS

#### Types of Contracts

The Town shall utilize the standard contract forms as provided within this Procurement Manual. If the standard contract must be revised, all edits shall be reviewed and approved by the Town Attorney. These contract forms include:

Standard Contract	Use
Purchase Agreement	For the acquisition of goods or supplies

Professional Services Agreement	For contracts involving the provision of services, including professional services which involving skill and accuracy, such as architectural design, engineering and professional planning
Construction Contract	For most capital improvement projects

### Contract Approval

Unless otherwise authorized by the Town Council, all contracts for supplies, goods, equipment and services less than or equal to \$25,000 may be executed on behalf of the Town by the Mayor or the Town Manager, and attested by the Town Clerk.

All contracts for the purchase of supplies, goods, equipment and services in excess of \$25,000, and all contracts involving multi-year obligations, and all contracts involving the conveyance of interest in real property shall be subject to the terms of this Procurement Manual and shall be approved by the Town Council.

Contracts entered into using grant funds may require the signature of the Mayor or the Town Manager.

All contract shall contain illegal alien provisions as required by Colorado Revised Statutes 8-17.5-102, as amended, unless and until such time the statutes are amended to remove such requirement.

### Administration

The Town Manager or his/her designee shall administer all contracts, and shall be responsible for the following activities:

1. Inspecting and accepting contractor performance and/or supplies, goods, equipment;
2. Communicating Town requirements to contractors;
3. Evaluating contractor performance;
4. Lead on any disputes, failure to perform or other problems with contractors;

5. Coordinating with the Purchasing Agent to process payments;
  6. Coordinating with the Purchasing Agent to maintain the public records;
  7. Reviewing and approving all requests for changes in delivery, change orders or changed conditions, price or specification before any action is taken by the contractor;
  8. Issuing notices, letters and contract default/termination notices to contractors; and
- Maintaining records of vendor performance, as needed.

### Contracts Involving Grant Funding

When any grant funds, such as State or Federal funds, are used for an approved Town Project, the procurement guidelines issued by that funding agency will govern the procurement process, unless the funding agency has directed the Town to utilize local procurement rules. If there are no procurement guidelines issued by that funding agency, then all procurement guidelines will fall back on the approved procedures as stated in this Procurement Manual. Any requirements of the grant agreement shall be included in the contract.

## PURCHASING AND PAYMENT APPROVALS

### Payment Approval Process

The Purchasing Agent shall process payments for all contracts. The Department Head shall verify that the payment request/invoice conforms to the terms of the contract and certify that the payment request is accurate for rates and calculations, and submit the payment request/invoice to the Purchasing Agent. The Purchasing Agent will code the invoice/receipt based on budgeted funds then submit for payment. If the purchase is over \$2500, the invoice/receipt is also submitted to the Town Manager for review and approval. All payments are made and tracked by the Purchasing Agent, unless payments are made by an issued credit card per the procedures detailed below.

The Town shall require a W-9 from all vendors providing services, as applicable, prior to remitting payment. Any falsification of vendor identification will be reported to the IRS and the Town would seek the maximum IRS penalties as disclosed on the W-9 form.

Prior approval of the Purchasing Agent is not required for the purchase of essential hardware or supplies during the course of daily work for general or emergency maintenance, repairs or other typical work activities where a town charge account is in place.

### Credit Cards

Each department head, including Town Manager, Town Marshal, Public Works Director, and Town Clerk, may be issued a credit card by the Purchasing Agent. This credit card may be used to:

1. Purchase budgeted supplies, goods, equipment or services through the Informal, Direct Purchase process (<\$2500) as detailed above, after approval of the Purchasing Agent;
2. Pay for costs associated with approved training and/or travel in compliance with the Per Diem Policy;

Purchases from an online or an existing Town account, should be made using the Town's tax exempt status whenever possible, and may be purchased by the Department Head after approval by the Purchasing Agent. All receipts for all purchases must be delivered to the Purchasing Agent.



## STANDARD FORMS AND CONTRACTS

### STANDARD FORMS

Informal Request for Quotes (RFQ) Template

Formal Request for Bids (RFB) Template

Bid Tabulation Template

### STANDARD CONTRACTS

Purchase Agreement Template

Professional Services Agreement Template

Construction Contract Template

## AGENDA ITEM #18

RESOLUTION NO. 19-08  
A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY ADOPTING THE TOWN OF  
RIDGWAY TRAVEL REIMBURSEMENT AND PER DIEM POLICY

**Whereas,** the Town does not currently have a travel reimbursement or per diem policy; and

**Whereas,** the Town of Ridgway is growing and Councilors, Commissioners, Staff and Volunteers are traveling for meetings, conferences, and various other purposes for the benefit of the Town of Ridgway; and

**Whereas,** travel is a necessary component for nearly all employees, volunteers and elected/appointed officials and can be expensive including mileage, meals, lodging, transportation, etc.; and

**Whereas,** the Town Council budgeted some funds in 2019 to provide for travel reimbursement so persons traveling on behalf of the Town of Ridgway for Town purposes will no longer be required to bear the financial burden of costs incurred during travel.

NOW, THEREFORE, BE IT RESOLVED THAT THE TOWN COUNCIL OF THE TOWN OF RIDGWAY  
HEREBY ADOPTS THE ATTACHED TRAVEL REIMBURSEMENT AND PER DIEM POLICY.

INTRODUCED, READ, PASSED, AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2019.

TOWN OF RIDGWAY, COLORADO

By: \_\_\_\_\_  
JOHN CLARK, Mayor

ATTEST:

By: \_\_\_\_\_  
PAM KRAFT, Town Clerk



## TOWN OF RIDGWAY

# TRAVEL REIMBURSEMENT AND PER DIEM POLICY

<b>TRAVEL REIMBURSEMENT AND PER DIEM POLICY.....</b>	<b>2</b>
Purpose .....	2
Travel and expense reimbursement .....	2
Town vehicle use.....	3
Credit card usage .....	3

# TRAVEL REIMBURSEMENT AND PER DIEM POLICY

## PURPOSE

The purpose of this policy is to establish travel payment, reimbursement, “per diem” rates, credit card use and town vehicle use for all employees and elected and appointed officials traveling on official town-related business. Limited exceptions to this policy may be made by the Town Manager on a case-by-case basis.

## TRAVEL AND EXPENSE REIMBURSEMENT

All persons traveling on Town business shall be required to utilize a Town issued credit card or Town Reimbursement Request Form.

The Town recommends that travelers prepay travel expenses with the use of the Town Credit Card (e.g. hotel deposit, airfare, car rental). Prepaying a travel expense not only reduces the financial burden for the traveler to expend personal funds, but also may minimize the applicability of sales tax charges. Prepaid travel expenses are paid directly by the Town and shall not be included in the traveler’s reimbursement request. All purchases are subject to the Town of Ridgway Procurement Policy and requires Department Head/ Supervisor and Purchasing Agent approval.

### Lodging:

Travelers are expected to incur the least expense to the Town by booking lodging at the single occupancy rate. Lodging shall be booked in advance, when possible. The use of a Town Credit Card is encouraged to minimize the burden on the traveler and help minimize the payment of sales tax, when appropriate. When a town credit card is not used, lodging reimbursements are for actual costs incurred and adequate documentation must accompany the reimbursement request. The traveler should inquire about preferred Government rates when reserving a room directly with the hotel.

### Meals and Incidentals:

A traveler will be reimbursed at a daily rate (per-diem) to cover the cost of meals while traveling with an overnight stay in lieu of submitting a reimbursement request form with paid expense receipts. Meals and incidental expenses (M&IE) during travel with an overnight stay will be reimbursed in accordance with the Federal GSA Policy Per Diem Guide. Note that rates change periodically and are location specific. On travel days, the GSA Per Diem shall be pro-rated at 50%. For travel where an overnight stay is not required, the GSA Per Diem shall not apply.

The GSA policy is found online at <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

### Mileage:

Whenever the use of a privately-owned vehicle is shown to be more economical or advantageous for official business, the Town will reimburse travelers on a mileage basis in accordance with the rates set forth by the Internal Revenue Service.

Mileage is measured from the employee’s home or normal place of employment to a work-related

destination, and return from there either to one's normal place of employment or to one's home. Where possible, carpooling is encouraged. If traveling employees elect to drive alone for personal reasons or to connect on a personal trip before or after the work-related travel, and a carpool option is otherwise available for the employee, the mileage reimbursement shall not be paid.

The Mileage Reimbursement does not cover tunnel, bridge & roads tolls or parking fees. The traveler will be reimbursed for actual costs incurred.

The Town does not provide insurance coverage for employees operating a privately-owned vehicle. The owner/driver is solely responsible for automobile insurance coverage and repairs & maintenance. The owner/driver will be responsible for any damage caused to third party property and any damage to the employee's own vehicle, regardless of fault.

#### Air Travel:

Travel shall be at the most economical class, typically referred to as coach class. The employee and Department Head shall make every effort to plan trips with sufficient lead-time to take advantage of discount fares. Any charges in excess of the most economical class shall not be reimbursed or if paid by the Town must be refunded to the Town by the traveling employee. To minimize the impact on traveling employees, the Town encourages the purchase of airline tickets with a Town-issued Credit Card.

### TOWN VEHICLE USE

Only employees with a valid driver's license appropriate to the vehicle type requested may use Town vehicles for authorized Town business. Employees are responsible for the Town vehicle and accessories including observing safety and legal regulations, such as wearing safety belts. Employees who are assigned a Town vehicle must use the vehicle solely for Town business either inside or outside the Town limits.

Any employee not observing safety and legal regulations by using a cell phone, not wearing a seat belt or by using tobacco products while driving in a Town vehicle may be subject to disciplinary action pursuant to the Town's Personnel Regulations.

The Town Manager may authorize non-Town personnel to ride in Town vehicles.

### CREDIT CARD USAGE

Town credit card usage is for Town business only. Employees shall submit credit card receipts on a monthly basis with the Department Head's credit card statement. Employees may be responsible for reimbursing the Town for credit card transactions if the receipts are not submitted. Employees are discouraged from using personal credit cards for town-approved purchases. In instances where employees must use a personal credit card, the receipts must be presented with the Reimbursement Request Form.

## AGENDA ITEM: Manager's Report

**Summary:** Bitterly cold conditions settled over central portions of the nation, while stormy weather prevailed over parts of the eastern and western U.S. The Southeastern rain afforded localized relief from dryness, while a continuation of the west's stormy weather pattern brought more drought relief to locales from the Pacific Coast into the Rockies. In contrast, short-term dryness intensified across the southcentral U.S., in particular central Texas.

**Northeast:** Colder-than-normal weather with rain and snow were reported across the region. There are currently no areas of Abnormal Dryness (D0) or drought in the Northeast.

**Southeast:** Widespread moderate to heavy rain was reported, with cooler-than-normal conditions (1-4°F below normal) in northern portions of the region contrasting with above-normal temperatures (5-10°F above normal) in the south. Interior portions of the Southeast remained free of drought, with 90-day precipitation averaging 150 to locally more than 200 percent of normal. The Abnormal Dryness (D0) along the South Carolina Coast and environs remained untouched despite locally more than an inch of rain; 60-day precipitation in this D0 area remained at or below 50 percent of normal. The D0 along the eastern coast of Florida experienced highly variable conditions, with 2 to 10 inches of rain eradicating Abnormal Dryness between Fort Lauderdale and West Palm Beach. The remainder of Florida's D0 largely missed the rain, with significant precipitation departures (locally less than 50 percent of normal) noted over the past 180 days.

**South:** Cooler weather arrived, with heavy rain in eastern portions of the region in sharp contrast to increasingly dry conditions farther west. Rainfall in southern Louisiana's Abnormal Dryness (D0) areas totaled 1 to 4 inches, easing or eliminating concerns over developing dryness; after discussions with local experts, the coastal D0 was removed. Pockets of dryness linger along the central Gulf Coast at varying time scales, and this region will need to be monitored closely over the upcoming weeks. Locally heavy showers (1-2 inches) in southern Texas also led to the reduction of D0 and Moderate Drought (D1). However, the story across the remainder of central and northern Texas was intensifying short-term dryness and drought. Over the past 60 days, large expanses of the state have received less than 50 percent of normal rainfall, with the expanded D1 areas reporting 10 percent of normal precipitation or less. However, there remains a sharply divergent signal at 90 days, with wet conditions (100-150 percent of normal) noted from San Antonio to Wichita Falls. This antecedent wetness has helped to forestall—for now—an even greater expansion of D0 and D1. However, if rain does not materialize soon across Texas, impacts of dryness and drought will rapidly develop as seasonably warmer weather arrives.

**Midwest:** The Midwest remained free of drought, with bitter cold (up to 20°F below normal) accompanying a deep snowpack in western and northern portions of the region.

**High Plains:** Most of the High Plains remained free of dryness and drought, with a moderate to deep snowpack coincident with temperatures averaging more than 20°F below normal. However, western portions of this region (notably, the mountains) continued to experience significant recovery from long-term Moderate (D1) to Severe (D2) Drought. During the 7-day monitoring period, precipitation totaled 1 to locally more than 3 inches (liquid equivalent) from the Park Range in northern Colorado to the San



Juan Mountains in the south. Water-year precipitation has totaled 100 to 150 percent of normal, and mountain snow water equivalents (SWE) are in the 75<sup>th</sup> to the 100<sup>th</sup> percentile, indicative of favorable spring runoff prospects. The lingering drought remains most apparent in the longer term, with 24-month precipitation still averaging 50 to 75 percent of normal in the region's D1 and D2 areas.

**West:** The ongoing recovery from long-term drought continued over much of the west, though dry conditions lingered over northern- and southern-most portions of the region.

In the Four Corners States, locally heavy precipitation (1-4 inches, locally more) in northern portions of the region afforded relief from Moderate to Extreme Drought (D1-D3) from the central Rockies into northern New Mexico. Water-year precipitation has totaled an impressive 110 to 225 percent of normal over most of the Four Corners, with below-normal precipitation confined to southwestern and northwestern New Mexico. Spring runoff prospects are likewise favorable, with mountain snow water equivalents (SWE) currently at or above the 70<sup>th</sup> percentile, save for subpar SWE in the Gila Mountains. The Four Corner's drought is mostly apparent in the longer-term, with 24-month precipitation averaging 55 to 75 percent of normal in the region's core drought areas.

Farther north, heavy rain and mountain snow continued to slam locations from the northern California Coast into the northcentral Rockies. Precipitation over the past 7 days totaled an impressive 2 to 10 inches (locally more) from San Francisco north into the southern Cascades and east to the Sierra Nevada. Outside of a few locales in the southern San Joaquin Valley and in the far north, almost all of California is now reporting precipitation surpluses for the water year. To further illustrate, California's disappearing Moderate Drought (D1) was limited to small portions in the far north, while Abnormal Dryness (D0) was confined to relatively small sections in northern and southern portions of the state. The wet weather in the north has also afforded additional drought relief in southwestern Oregon, with water-year deficits nearly eradicated from Medford into the southwestern Harney Basin. Despite the overall wet weather pattern, the water year has featured sub-par precipitation (70-80 percent of normal) in the central and northern Cascade Range. Snowpacks are in good to excellent shape in the Sierra Nevada (80<sup>th</sup>-98<sup>th</sup> percentile), southern Cascades (60<sup>th</sup>-92<sup>nd</sup> percentile), and from the Great Basin into the northcentral Rockies (55<sup>th</sup>-100<sup>th</sup> percentile). Conversely, subpar snowpacks remained a concern in the northern Rockies (locally below the 20<sup>th</sup> percentile) and northern Cascades (10<sup>th</sup>-30<sup>th</sup> percentile).

**Alaska, Hawaii, and Puerto Rico:** Drought conditions remained unchanged in Alaska. While snowpacks remained unfavorably low in the south (on the Kenai Peninsula, where snow water equivalents are at or below the 10<sup>th</sup> percentile), this has been largely due to warmth; water-year precipitation is near to above normal in these same locales. In Hawaii, another week with locally heavy showers (an inch or more in windward locations) as well as assessment from the field supported an additional 1-category reduction in drought intensity on the islands. In Puerto Rico, precipitation deficits continued to mount, with 90-day rainfall less than 70 percent of normal in the region's expanded Moderate Drought (D1) areas. Furthermore, information from local experts indicated a variety of impacts, including declining reservoir levels, vegetation stress, and an increase in grass fires.

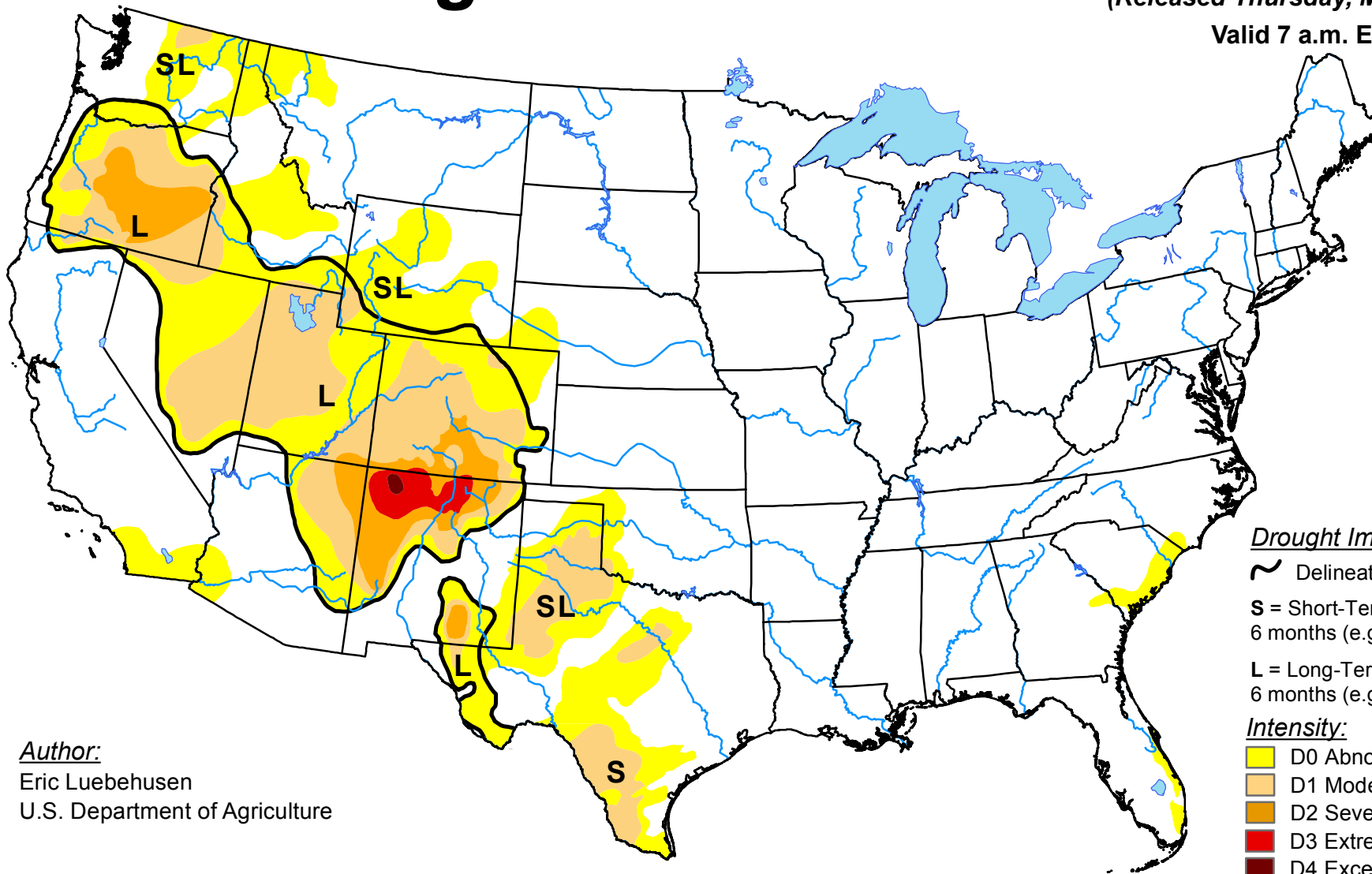
**Outlook:** A stormy weather pattern will continue over much of the nation. A series of fast-moving Pacific storms will bring significant precipitation to most of the contiguous U.S., save for parts of the Gulf Coast States, southern California, and from the northern High Plains into the upper Midwest. Fresh snowfall is likely from the Cascades and Sierra Nevada into the Rockies, while another round of moderate to heavy snow may also blanket locales from the central High Plains into the Great Lakes Region. Potentially moderate to heavy rain is also in the offing from the southern Plains into the lower Ohio Valley. The NWS 6- to 10-day outlook for March 12–16 calls for above-normal precipitation across the entire nation, except for drier-than-normal conditions from California into the northern Rockies. Colder-than-normal weather over the western half of the nation will contrast with above-normal temperatures east of the Mississippi.

# U.S. Drought Monitor

March 5, 2019

(Released Thursday, Mar. 7, 2019)

Valid 7 a.m. EST



Author:

Eric Luebehusen

U.S. Department of Agriculture

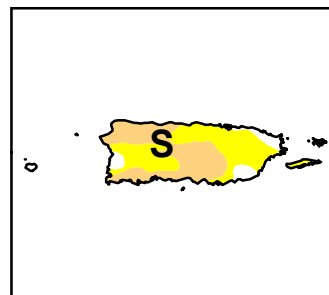
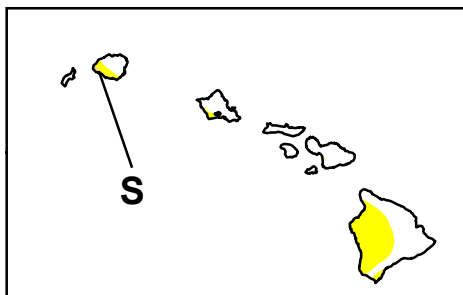
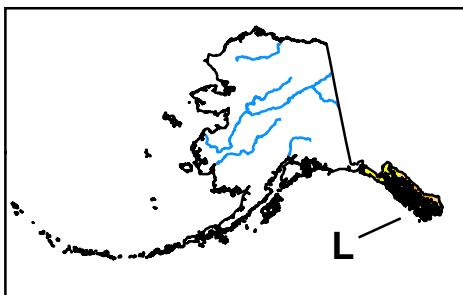
Drought Impact Types:

- ~ Delineates dominant impacts
- S** = Short-Term, typically less than 6 months (e.g. agriculture, grasslands)
- L** = Long-Term, typically greater than 6 months (e.g. hydrology, ecology)

Intensity:

- Yellow** D0 Abnormally Dry
- Light Orange** D1 Moderate Drought
- Dark Orange** D2 Severe Drought
- Red** D3 Extreme Drought
- Dark Red** D4 Exceptional Drought

The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. See accompanying text summary for forecast statements.



<http://droughtmonitor.unl.edu/>

## RIDGWAY PLANNING COMMISSION

### AGENDA

Wednesday, March 6<sup>th</sup>, 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 **Recommended approval with conditions to Town Council**

#### OTHER BUSINESS:

2. Master Plan process update **Community gathering went well, draft plan is online, survey is online – please review and comment now as we are wrapping up this process soon.**
3. Dark skies discussion **Direction to staff to put together memo on responsibilities to pass on to Council and to continue to work on revising the lighting regulations – to be discussed again at the April Commission meeting**

#### APPROVAL OF MINUTES:

4. Minutes from the meeting of January 29<sup>th</sup>, 2019 **Approved**

#### ADJOURN