

## RIDGWAY PLANNING COMMISSION

### AGENDA

Tuesday, May 28<sup>th</sup>, 2019  
Regular Meeting; 5:30 pm  
Ridgway Community Center  
201 North Railroad Street, Ridgway, Colorado

**ROLL CALL:** Chairperson: Doug Canright, Commissioners: Tessa Cheek, John Clark, Thomas Emilson, Larry Falk, Bill Liske, and Jennifer Nelson

### PUBLIC HEARINGS:

1. Town of Ridgway Master Plan – consideration for adoption in accordance with C.R.S. § 31-23-206.
2. **Application:** Minor Subdivision; **Location:** Solar Ranches Filing 1, Lot 39; **Address:** 520 Chipeta Drive; **Zone:** Residential (R); **Applicants:** Paula James and Don Rogers; **Owners:** Paula James and Don Rogers
3. **Application:** Preliminary Plat; **Location:** property at southeast corner of Sherman/Hwy 62 and S Railroad, legal address: S: 16 T: 45 R: 8 N1/2SW1/4; **Address:** TBD Railroad/Hwy 23; **Zone:** Historic Business (HB); **Applicant:** Ridgway Cohousing, LLC.; **Owners:** Ridgway Cohousing LLC

### OTHER BUSINESS:

4. Heritage Park/Visitor Center Draft Plan
5. Dark skies update

### APPROVAL OF MINUTES:

6. Minutes from the meeting of April 30<sup>th</sup>, 2019

### ADJOURN



To: Ridgway Planning Commission  
From: Jen Coates, Town Manager; Shay Coburn, Town Planner; Diedra Silber, Community Initiatives Facilitator  
Date: May 24, 2019  
RE: Edits to be made to the Master Plan Adoption Draft 4.30.19

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### Administrative Edits

- Page ii – 2<sup>nd</sup> item under appendices should be September 2018, not 2019.
- Page 5 – Parts of Plan section, add periods or delete periods on graphic for consistency.
- Page 24 – Ecological patches note is cut off, add back in. Also, after Important Wildlife Habitat – do not capitalize any animal names, just the word “Canada.”
- Page 60 – ‘Parks & Natural Lands’ heading does not match wording of the corresponding legend item on the Future Land Use map, edit for consistency.
- Page 62-62 – Future Land Use Map, remove Uncompahgre River Overlay District to avoid confusion with this being a zoning map and add back River Buffer Area from 2011 Future Land Use Map.

### Plan Amendments (page 6) – blue text shows proposed edits

Over time, amendments to the Master Plan may will be necessary in order to maintain the document’s relevance and viability as a planning and decision-making tool. Any amendment to the Plan will include a public process to uphold the tremendous effort put into this Plan and the overall vision while also allowing for the Plan to evolve over time. Targeted text amendments and/or map revisions may be requested by the Town Council, Planning Commission, Town staff, or the public.

Amendments to the Master Plan may be considered based on community desires to shape a positive future for Ridgway, for example, when adjustments to a policy or goal are needed in order to make the Master Plan more relevant to the needs of the community or to correct a policy or goal that is not working as intended. When considering an amendment to the Master Plan, the Planning Commission and Town Council should consider the following criteria to objectively measure the request:

- The proposed amendment is consistent with the overall intent in substantial conformity of the Master Plan;
- Strict adherence to a current goal or policy of the Master Plan would result in a situation neither intended by nor in keeping with the vision and values or other goals and policies of the Plan;
- The proposed amendment will not have an undesirable effect on adjacent properties;
- The proposed amendment is compatible with the surrounding area (when amending the Future Land Use Map or Plan) and/or the vision, goals, and policies of the Master Plan;
- The proposed amendment will have minimal effect on public services and facilities and current or planned service provision; and
- The proposed amendment is not adverse to the public health, safety, and general welfare of the Town.

Administrative updates, such as outdated partner names, will not require an amendment. In addition, there will be some natural attrition during the life of this Plan where goals or policies may become less relevant; when there are many, this may indicate that it is time to update the Plan, as described below.





# TOWN OF RIDGWAY MASTER PLAN

ADOPTION DRAFT  
APRIL 2019





TOWN OF RIDGWAY

PO Box 10 | 201 N. Railroad Street  
Ridgway, Colorado 81432



# ACKNOWLEDGEMENTS

## Ridgway Town Council

John Clark, Mayor  
Eric Johnson, Mayor Pro-Tem  
Robb Austin  
Tom Heffernan  
Ellen Hunter  
Ninah Hunter  
Tim Malone

## Ridgway Planning Commission

Doug Canright, Chairperson  
John Clark  
Thomas Emilson  
Larry Falk  
Ellen Hunter  
Bill Liske  
Jennifer Nelson

## Town of Ridgway Staff

Jen Coates, Town Manager  
Shay Coburn, Town Planner  
Diedra Silbert, Community Initiatives Facilitator

## Ridgway Master Plan

### Steering Committee

Betsy Baier  
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Samantha Scherner

## Consultant Team

Clarion Associates  
Root Policy Research

## Special Thanks

Evan Weissman with Warm Cookies of the Revolution for assistance with planning and facilitating the September 27, 2018 community event.

Adrian Molina (Molina Speaks) for live-scribing poems (featured in the Master Plan) summarizing his experiences meeting with residents and students of Ridgway (*In the City's Master Plan: Ridgway's Kings and Queens*) and the comments made during the September 27, 2018 community event (*The Beautiful Finale*).

The community of Ridgway and all who participated in the Master Plan update process!

## Photo Credits:

All photos provided by the Town of Ridgway, Clarion Associates, or Ridgway Master Plan Steering Committee members, unless otherwise noted.

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### ***In the City's Master Plan: Ridgway's Kings and Queens***

*a live-scribe poem by Adrian H Molina (From the September 27, 2018 Master Plan Community Event)*

In the City's Master Plan the 2nd and 5th graders are equal parts futurist and historian, and they are as important as the elders, who are as important as the mayor.

Speaking of, could you imagine an evolving 21st century town where the mayor had time to chat with you for an hour under century-old trees in the middle of the park? You might get the feeling, in-between rusting landmarks, a railroad museum, the Rocky Mountains, Sneffels and Uncompahgre Peaks, new school eateries and old school mentalities, a river that contains the town's soul, paved and dirt roads—you get the sense you could be a man or a woman, a sprouting seed or a weathered weed, an artist, a rancher, a construction worker, plant lover, descendant of miners, futurist or old timer, a chef, a designer, a ruffneck, a city councilwoman, a cowboy or an indian—and Mayor John would give you the same time of day.

A moment when the winds could carry pollen from what all the diverging folk may have to say—an opportunity when other towns are dying, to see a future where the children of today's children may want to stick around and play.

The children want:  
a bigger skatepark,  
preservation of their river,  
more flowers and fewer “smoke shops,”  
animal rights,  
a program for the disabled,  
ski benches,  
books and music shops like in Denver  
(“but not like Denver, like Ridgway!”),  
less drugs,  
more play,  
a Starbucks,  
a gymnasium,  
a Gucci store,  
a mall, another market—  
but all agreed, NO MORE BUILDINGS!  
(I wondered if the adults might find all of this familiar.)

A fifth grade surfer wants a “wave maker thing” for the river like they have out in California  
(“but not like California, like Ridgway!”).  
Another wants a dog park, a JC Penney's, and a football field, but none of this should attract more people!

And for all these many ideas the number of cheers to jeers was equal.

The second graders want to be artists, musicians, builders, and believers who may one day play in the beloved summer concert series and they themselves get paid. One with bright ideas wants a Ridgway Pride Parade!

As I walked through the town's history, the old baseball diamond told me it was a field of dreams that somebody had memory of. The fence falling down, the dandelions and weeds had claimed patches of grass, the earth underneath holding the mass of laughter, grit, and “simpler times.”

At the edges of change there were rhymes in the alleys like the poems in the leaves, the shifting dreamscapes that had brought the world's photographers to see what is just an everyday thing to you and me—Beauty.

But the baker can't live here (she lives in Montrose). She can't afford the rent, even though she feeds dozens daily and delights them with her craft. Why is it that even in a place so beautiful where the land demands sustainability, we humans can't seem to do the most basic math?

Could it be true that it was neither the miner's nor the rancher's ill intents, nor the fault of the laborers or the immigrants or the city government... but the bigger forces and structures that got in the way of possibility... even though everyone could imagine living in an affordable, gorgeous, vibrant, historic and future forward town-city, where the trees and the Fourteeners remained the kings, and the wildflowers and fall leaves still presided as queens over the wonder and awe of all living beings?  
(Look around.)

What was truly possible on that warm late-September evening when the village revealed its dreams?







# PART I

# INTRODUCTION

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In June 2018, the Town of Ridgway initiated a community-wide process to update the Town's Master Plan. Key objectives for the process were to: confirm and refine the community's vision and values; consolidate and update the many standalone Master Plan elements under the umbrella of a single, comprehensive plan; develop new goals and strategies to help address pressing community issues, such as affordable and workforce housing; and to ensure the Town of Ridgway is well-positioned to manage growth and development over the next ten to twenty years.

This chapter provides an overview of the process, community input, and influencing factors that helped inform this updated Master Plan.

# ABOUT RIDGWAY

## History of Ridgway

Prior to the arrival of Anglo-American settlers, the area which now includes Ridgway served as part of the homeland of the Tabeguache (or Uncompahgre) band of the Ute people. According to tribal history, the Ute people lived in this area since the beginning of time. Never forming permanent settlements, the Tabeguache Utes travelled seasonally across their large territory hunting and gathering food. Local hot springs were special places to the Utes. Following the 1848 Mexican-American War, the United States took possession from Mexico of the land that became Colorado. Initially, the U.S. government did not seek to remove the Ute bands from their accustomed areas, as officials considered much of Colorado unsuitable for settlement. However, this changed with the discovery of gold and silver.

As miners moved west across Colorado, demands for land and resources grew among the settlers and within the U.S. government. Chief Ouray strove to keep the peace between his band and the U.S. government. However, a series of treaties with the Ute bands created reservations that shrank in size with each subsequent treaty, allowing the U.S. to take advantage of the area's natural resources. By 1880, a delegation of Utes led by Chief Ouray traveled to Washington, D.C. to sign yet another treaty with the federal government. Per its terms, the Tabeguache Utes would be removed from their lands and relocated near Grand Junction. However, after Chief Ouray's death, the Utes were forcibly relocated to the Uintah and Ouray Reservations in present day Utah. By 1881, all Utes living in the Uncompahgre Valley had been forcibly removed by the U.S. Army.

In 1889, the Rio Grande Southern Railroad was incorporated to provide rail service to the mines in present day Ouray, Telluride, Rico and Durango. The railroad company, looking to develop a new town as a headquarters and hub for the growing ranching community, laid out what was to become the Town of Ridgway in 1890. One year later Ridgway was formally established and named after one of the railroad company's founders, Robert M. Ridgway.

Ridgway experienced many challenges over the following decades: the collapse of the silver market in 1893, two catastrophic fires, the Great Depression, two world wars, the demise of the Rio Grande Southern Railroad in the 1950s, and a controversial plan by the U.S. Bureau of Reclamation to construct a large dam and reservoir that would have inundated the town site. Undaunted, citizens always managed to survive and rebuild, earning Ridgway the reputation as "the town that would not die."

Construction of a new state highway between Ridgway and Telluride in the 1960s turned the Town into a gateway to the San Juan Mountains. The filming of two prominent Hollywood productions, *How the West was Won* (1962) and *True Grit* (1969) brought recognition to the community. Perhaps most importantly, the decision to relocate the planned reservoir to the north of Ridgway spared the community from inundation and prompted a resurgence of growth beginning in the late 1970s. Drawn by a combination of great location, good schools, public amenities, and exhilarating outdoor-oriented lifestyle, the Town started to grow at a steady pace in the 1990s, surpassing for the first time its population of a century earlier.

Today Ridgway is an authentic, friendly, western Colorado small town, with beautiful parks, well-utilized library, railroad museum and ranching museum, excellent restaurants and local businesses, and fantastic views. Whether you are an outdoor enthusiast, a "foodie," history buff or art lover, Ridgway, Colorado has it all.

## Major Trends & Key Issues

A number of trends and key issues facing the Town of Ridgway were identified through the process to update the Town's Master Plan. These figured heavily into conversations held with the community, and the resulting policy guidance provided in this Master Plan. Based on current conditions during 2018, it is anticipated that these issues will continue to affect the Town of Ridgway over the next ten to twenty years in some way or another.



### **Future Local and Regional Growth**

While development activity in Ridgway is down from where it was prior to the Great Recession, the town and the larger region are expected to grow over the next 30 years. Based on past growth and projections for future growth, it is estimated that Ridgway will add between 150 and 700 new residents between 2016 and 2050. The timing and rate of growth in Ridgway will continue to be influenced by many factors. The State of Colorado forecasts that the population of Montrose County, San Miguel County, and Ouray County will nearly double in size over that same period. While most of this growth is projected to occur in neighboring Montrose and San Miguel Counties, regional growth will impact Ridgway's transportation system, housing market, and overall economy.

Both the Town of Ridgway and the City of Ouray have intergovernmental agreements (IGAs) with Ouray County to focus growth in the municipalities. Unlike Ridgway, the City of Ouray's growth potential is limited by topographic constraints. Despite the Town's potential for growth, most undeveloped areas are not served with the infrastructure and services (such as water and sewer) needed to support new growth, and the Town's current water and wastewater facilities will need to be expanded in the near-term before additional growth can occur. Despite these limitations, growth is likely to continue over the next 20 years and has the potential to change the character of Ridgway if not carefully managed.

### **Increasingly Expensive Housing Market**

Ridgway's housing market is shifting, and has become increasingly expensive due to the improving economy and high desirability of the community. The median home sales price in Ridgway is double that of Montrose, and rental prices are beginning to resemble high-cost markets like nearby Telluride. One in five lower income renters and one in ten homeowners struggle with housing costs. While the community is made-up primarily of permanent residents, continued price increases could adversely affect Ridgway's socioeconomic diversity. Anecdotally, employers cite housing costs and a general lack of supply of for-sale and rental housing as barriers to their ability to attract and retain employees.

The Town has worked in coordination with Ouray County and the City of Ouray to explore a range of strategies to address the region's housing challenges. The Town has also taken steps on its own to expand housing options in Ridgway through its accessory dwelling unit program and its efforts to realize the Space to Create project, a long-term affordable workforce housing project that is a joint partnership between the Town, the State of Colorado, and a non-profit developer. Additional policies related to housing are provided in the Master Plan to guide the Town as it continues to address this issue.

### **Local and Regional Economic Trends**

Over half of jobs in Ouray County are in industries related to tourism. These industries also play a large role in Ridgway's economy, accounting for over a quarter of all jobs. This trend exacerbates the community's housing challenges, as tourism-related industries typically pay lower wages, are more susceptible to economic downturns, and tend to attract a more transient workforce. As a result of a number of recent public and private investments in the heart of Downtown Ridgway, sales tax revenues collected by the Town have nearly doubled since 2009. As an additional economic development strategy, the Town of Ridgway became a State-Certified Creative District in 2013, and a Designated Main Street community. Through these programs, the Town has access to a range of financial and technical resources from the State of Colorado. In order to best leverage these resources, the Town has prioritized local funding to hire a staff member who works closely with creative individuals and creative entrepreneurs, economic development organizations, and other local and regional partners to help enhance Ridgway's economic and civic capital.

However, Ridgway residents voiced a strong desire to see the local economy become more diverse and less dependent on tourism and the seasonal fluctuations such a reliance creates.

Refer to the Community Profile included in Appendix A for more background on these and other trends and statistics considered during the Master Plan process.

# ABOUT THE MASTER PLAN

## Role of the Plan

The Town of Ridgway Master Plan (“the Plan”) is an officially adopted advisory document that outlines the community’s vision and goals for the next ten to twenty years, and beyond. The Plan is comprehensive in nature—addressing issues related to land use, growth and development, community character, historic preservation, economic development and tourism, parks and open space, and other topics of importance to the community. The Plan establishes goals, policies, and actions to help achieve the community’s vision. It also provides a blueprint for future growth within the Town of Ridgway and its defined boundaries that is implemented through the Town’s zoning and subdivision regulations and other regulatory tools. Achieving the vision and goals outlined in the Plan will not occur overnight; rather, the Plan will be implemented incrementally over time through day-to-day decision-making, and through the specific actions outlined in Part V.

## Legislative Authority

The Town of Ridgway is authorized to develop a community master plan (comprehensive plan) in accordance with Sections 31-23-206 through 209 of the Colorado Revised Statutes (C.R.S.) which refer to the development, modification, and approval procedures for such a plan.

## Master Plan Elements

Most communities revisit and update their comprehensive plan every five to seven years to ensure that it continues to meet the community’s vision and goals for the future. The first Town of Ridgway Master Plan was adopted in 1999. Over time, the 1999 plan was replaced by a series of standalone Master Plan elements:

- Parks, Trails, Open Spaces and Facilities Plan (2012)
- Land Use Plan Update (2011)

- Community Outreach and Public Participation Plan (2011)
- Integrated Weed Management and Native Plant Restoration Plan (2011)
- Lighting Plan (2010)
- Prescriptive Energy Code and Green Building Standards (2010)
- Transportation Plan (2007)
- Northwest Area Master Plan Element (2007)

This Master Plan establishes a consolidated policy framework that incorporates key policy recommendations from, and supersedes, all previously adopted Master Plan elements and maps.

## Related Plans and Studies

In addition to the Master Plan elements listed above, the following related plans and studies were used to help inform the goals and policies contained in this Master Plan:

- Town of Ridgway Strategic Plan (2018)
- Ridgway/Ouray Housing Action Plan (2009, and 2017 working document)
- Ridgway Market Study and Opportunity Assessment (2017)
- Community Forest Management Plan (2016)
- Ridgway Main Street & Creative District Signage and Wayfinding Plan (2015)
- Green Street Park Plan (2015)
- Annexation Policy (2014)
- Ridgway Creative District Strategic Plan (2013)
- Ouray County Multi-Hazard Mitigation Plan (2013)
- Ridgway Main Street Downtown Assessment (2012)
- Town of Ridgway Source Water Protection Plan (2012)

- “Bottom –Up” Ouray County Economic Development Summary (2011)
- Regional Housing Needs Assessment (2011)
- Ouray County Housing Needs Assessment (2008)
- Ridgway Parking Assessment Report (2018)

While the overarching recommendations contained in these plans are reflected in this Master Plan, some contain additional background information and/or technical information that should be referenced as the recommendations of this Master Plan are carried out.

## Parts of the Plan

In addition to this introductory chapter, the Master Plan contains the following parts.

### PART II: COMMUNITY VISION & VALUES

- Describes what we value about Ridgway today and the type of community we'd like to create in the future

### PART III: GOALS & POLICIES

- Provides guidance to ensure day-to-day decision-making and other actions taken by the Town Council, the Planning Commission, and Town staff help support and advance the goals of the Master Plan

### PART IV: GROWTH FRAMEWORK

- Provides guidance on how and where different types of development and land uses will be allowed within the Town of Ridgway and its defined growth boundaries.
- Establishes policies to guide future annexations.

### PART V: ACTION PLAN

- Outlines specific strategies or actions that the Town and its partners will take to implement the Master Plan over time.

### APPENDICES

- A: Community Profile (contains data and trends information used to help inform the Master Plan)
- B: Community engagement summaries



## Plan Amendments

Over time, amendments to the Master Plan will be necessary in order to maintain the document's relevance and viability as a planning and decision-making tool.

Amendments to the Master Plan may be considered when adjustments to a policy or goal are needed in order to make the Master Plan more relevant to the needs of the community or to correct a policy or goal that is not working as intended. When considering an amendment to the Master Plan, the Planning Commission and Town Council should consider the following criteria:

- The proposed amendment is in substantial conformity of the Master Plan;
- Strict adherence to a current goal or policy of the Master Plan would result in a situation neither intended by nor in keeping with the vision and values or other goals and policies of the Plan;
- The proposed amendment will not have an undesirable effect on adjacent properties;
- The proposed amendment will have minimal effect on public services and facilities and current or planned service provision; and
- The proposed amendment is not adverse to the public health, safety, and general welfare of the Town.

## Plan Updates

Town staff should evaluate whether an update to the Master Plan is needed about every five years. Major updates may be triggered by the need to:

- Update key data points and re-evaluate trends related to demographics, housing, economic development, growth and development activity, and other important factors;
- Affirm the Master Plan's vision, values, goals, and policies in total or regarding a particular topic or issue; and/or
- Re-evaluate the prioritization of implementation actions contained in the Action Plan.

Any update to the Master Plan should include opportunities for involvement by the public, Town staff, elected and appointed officials, and other relevant or affected stakeholders. Depending on the amount of time that has passed since adoption of this Master Plan or any subsequent updates, the community profile or key data in the community profile should be made current as part of the update.

# ABOUT THE PROCESS

## Steering Committee

A steering committee made up of 15 residents was formed to serve as a “sounding-board” for Town staff and the project team throughout the update process. The committee met on a regular basis to review interim work products and provide a citizen perspective on drafts, helped guide the community engagement process, engaged in thoughtful and thorough discussion of issues and opportunities facing Ridgway, and served as “ambassadors” of the Master Plan.

## Community Engagement

The Town of Ridgway has a history of strong citizen engagement and participation. The Master Plan update process included both formal and informal opportunities for the Ridgway community to participate and to provide feedback. Input opportunities were expressly designed to build community awareness about the Master Plan process and to seek input from a wide array of stakeholder groups. Key milestones in the community engagement process included:

- June 2018 - Focus Groups:** A series of focus groups were held with residents, business owners, partner agencies and organizations, and other local and regional stakeholders to explore specific issues and opportunities to be addressed as part of the Master Plan update. Focus group topics included: business/economic development; ranching/heritage; local governments and regional entities; parks, environment, and recreation; arts and culture/creative community; youth; and housing. Issues and opportunities were also explored with Town Council, the Planning Commission, and the Master Plan Steering Committee as part of these initial kick-off meetings.
- July-September 2018 – Master Plan Booth/Activities at Community Events:** Town staff and Steering Committee members attended popular community events to raise awareness







of the process and initial community survey, answer questions, and informally engage the community. Visitors to the Master Plan booth were asked to participate in a photo voice exercise that was used to capture what people love most about Ridgway and what they would add or transform.

- Summer 2018 – Community Survey:** An initial community survey was used to explore how well the Master Plan's current vision, values, and goals aligned with the community's vision for the future. The survey asked residents to share what they love most about Ridgway, as well as their hopes and fears for the future. More than 660 people participated.
- September 2018 – Creating Our Future Community Event:** Approximately 100 people attended an open house and community event at the County Event Center to explore ways to make Ridgway an even more ideal community. The evening was facilitated by Evan Weissman of Warm Cookies of the Revolution (WCR) and featured a series of interactive activities and a live-scribe poet, Adrian Molina.
- November 2018 - Vision, Values, and Goals Survey:** A second online input opportunity was provided to seek input on the preliminary vision, values, and goals of the updated Master Plan. Respondents were asked to rank the vision and the goals for each of the five community values on a scale of 1 to 5, and to provide comments and suggestions for improving the vision and goals. Over 200 people responded to the survey.
- Youth Engagement– Ongoing:** Town staff and the project team partnered with the Ridgway School District to engage area youth—at the 3<sup>rd</sup> grade, 5<sup>th</sup> grade, and high school level—in the Master Plan conversation and build awareness about the role of Town government and opportunities for civic engagement.
- February 2019 – Draft Master Plan Review:** A final community workshop was held at the County Event Center to present and seek input on the draft Master Plan and priority actions for the future. Follow up meetings with initial focus groups were also conducted to provide





additional opportunities for discussion and input. An online survey was also created to provide an additional opportunity to provide feedback on the Master Plan following the event.

Summaries of these engagement events and survey results can be found in Appendices B and C of the Master Plan.





# TOWN OF RIDGWAY



SHOP, EAT LISTEN LIVE!  
**Hartwell Park**  
EVERY FRIDAY 10AM-3PM



9/27 Gathering 5-8pm @ 4H

**RIDGWAY  
MASTER PLAN**  
[www.townofridgway.org](http://www.townofridgway.org)





## PART II

# COMMUNITY VISION & VALUES

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The community vision and values set forth in this Master Plan are based on the vision and values adopted by the Ridgway Town Council in 2009. The vision and values were reviewed by the community through the Master Plan update process and refined to better fit the vision for Ridgway shared by the community today. While the community vision was carried forward with some minor edits, the seven community values from 2009 were combined into five new values to better reflect the priorities of the community. These values also serve as the organizing structure for the goals and policies of the Master Plan, contained in **Part III** of this Plan.



## COMMUNITY VISION

*Ridgway is a vibrant, welcoming, and community-minded small town situated in a beautiful mountain valley. We are diverse in age, background, and economic means. We share a deep connection to the outdoors, the lifelong pursuit of learning, and our railroad, ranching, and creative cultures. We are committed to being economically and ecologically sustainable.*

# COMMUNITY VALUES

Achieving our vision will require us to strive to maintain certain aspects of Ridgway that the community values today, while recognizing that we will need to adapt in the face of a certain amount of growth and change over the next ten to twenty years. Our ability to adapt successfully will require a continual focus on—and balance between—five community values: healthy natural environment, sense of community and inclusivity, small town character and identity, vibrant and balanced economy, and well-managed growth.

## Community Value 1

### Healthy Natural Environment

From the Uncompahgre River to the Sneffels and Cimarron mountain ranges, Ridgway's incredible natural surroundings, and the recreational opportunities they provide, are one of the top reasons residents choose to live in our community. Protecting both the scenic values and ecological functions of natural areas in and surrounding Ridgway through responsible environmental practices is something the community values strongly. Ridgway must grow in a way that is attuned to its natural environment to protect these valuable resources. Ridgway residents must also be aware of the changes to our local environment that could arise as a result of climate change. Goals and policies for this community value address:

- Preservation of natural habitats and ecosystems
- Conservation of open space and ranch lands
- Sustainable development practices
- Access to and protection of the river corridor
- Community forest management
- Climate adaptation
- Source-water protection
- Air quality protection







## Community Value 2

### Sense of Community & Inclusivity

Another aspect of living in Ridgway that residents highly value is the community, its inclusivity, and its diversity. Ridgway's residents represent a range of age groups, income levels, cultures, lifestyles, and political persuasions, and describe each other as friendly, welcoming, and close-knit. Residents also value how the community comes together in times of crisis or need to help one another. This strong sense of community is also demonstrated in how engaged residents are with Town affairs. Trends like increasing housing costs and a lack of affordable childcare make it difficult for many people to live in Ridgway. Looking to the future, residents would like to see Ridgway remain a diverse and inclusive community, not one that is homogeneous and unwelcoming of "others." Residents want to avoid the kinds of changes that have occurred in other small mountain towns, such as an influx of second homeowners. Goals and policies for this community value address our commitment to those things that contribute to our sense of community and help make Ridgway, Ridgway:

- Diverse housing options
- Inclusive governance and community engagement
- Lifelong learning
- Accessible community services
- Aging in place
- Public safety



## Community Value 3

## Small Town Character & Identity

Although they may differ on how to define “small town character,” residents feel strongly that it’s a key part of Ridgway’s identity. This small town character is evident in the size of the community, the slower and more laid back pace of life, the unpaved streets, the surrounding ranch land and associated activities, the ability of residents to easily walk from one end of town to the other, and the many activities and businesses that are geared toward locals. Although these characteristics are common among many small towns across Colorado, Ridgway stands out from other tourism-dependent communities as a town that relies on tourism to some degree—but retains its commitment to locals and still feels very much like a “real” community. Beyond small town character, this feeling is derived from a blend of Ridgway’s historic past as a western railroad town, its ranching and agricultural community, its proximity to the mountains and outdoor recreation, and its Creatives and innovative entrepreneurs. Goals and policies for this community value seek to retain and enhance key aspects of Ridgway’s small town character and identity as the community grows in the future through a continued commitment to:

- Livable neighborhoods
- Creativity and innovation
- Agriculture and ranching
- Community events and activities
- Pedestrian and bicycle connections
- Parks and recreation
- Historic preservation





## Community Value 4

### Vibrant & Balanced Economy

Ouray County's economy is largely centered on service industries oriented towards tourism, particularly industries such as food services and accommodation. While Ridgway's reliance on tourism is somewhat less than the County, it is still subject to seasonal fluctuations in business activity. These service jobs tend to pay low wages that make it even more difficult for those who work in Ridgway to live here as well. Residents expressed a strong desire to diversify the local economy and to create well-paying, full-time, year-round jobs. Through its participation in the Main Street and Creative District programs, the Town has been active in promoting community and economic development in recent years. While a number of businesses and Creatives have chosen to base their operations in Ridgway for quality of life reasons, many employers struggle to hire qualified employees, find space as they grow, market their creations, and face other challenges. Larger shifts in the national economy towards telecommuting mean that workers no longer need to physically commute to an office. With faster internet speed, residents will increasingly be able to pursue job opportunities and careers in industries not currently located in Ridgway. Alternatively, home-based entrepreneurs will be able to access customers or clients located around the globe. Goals and policies for this community value seek to promote a more balanced and sustainable economy through support for:

- A diversified economy
- Ranching and agriculture
- Local businesses/manufacturing/services
- Outdoor recreation industry
- Creative industries and innovation
- Tourism
- Home-based entrepreneurs
- A mobile workforce



## Community Value 5

### Well-Managed Growth

Based on projections in the Community Profile, Ridgway is expected to add between 150 and 700 new residents by 2050. In addition, growth in the surrounding region—which includes Ouray, Montrose, and San Miguel counties—will continue to have direct and indirect impacts on Ridgway’s housing, transportation system, environment, and quality of life. Growth limitations in the City of Ouray, Ouray County, and Telluride area will further amplify growth pressures on the Town of Ridgway. Uncertainty regarding the extent and potential impacts of future growth are of critical concern to the community. However, Ridgway has the ability through its policies and regulations, intergovernmental agreements, and other tools to help inform where and how growth will occur in the future, the types of growth the community would like to see, and guide the character and form of future development. Goals and policies in this area seek to ensure that future growth occurs incrementally in a manner that is consistent with Ridgway’s values, minimizes impacts on existing residents, and recognizes the need to balance the community’s objectives with regard to:

- Infrastructure provision
- Water supply
- Growth management
- Hazard mitigation
- Regional coordination
- Transportation
- Land use











## PART III

# GOALS & POLICIES

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The Master Plan's goals and policies provide guidance for how the Town of Ridgway will work towards achieving the community vision set forth in the previous part of the Master Plan as part of its day-to-day actions and decision-making processes. The goals and policies are reflective of the community's vision and the community values they share. As such, goals and policies are organized by the five community values:

- Healthy Natural Environment;
- Sense of Community & Inclusivity;
- Small Town Character & Identity;
- Vibrant & Balanced Economy; and
- Well-Managed Growth.

The community values, goals, and policies are not presented in any order of importance or priority—each are equally important to achieving the community's vision for the future. Actions to support the implementation of the goals and policies are provided in Part V of the Plan.





**COMMUNITY VALUE 1**  
**HEALTHY NATURAL**  
**ENVIRONMENT**





## **GOAL ENV-1: Preserve, protect, and restore natural habitats, including for wildlife and ecosystems.**

### **POLICY ENV-1.1: Environmentally Sensitive Areas**

Limit new development in environmentally sensitive or constrained areas, such as steep slopes, the river floodway and floodplain, riparian areas, wetlands, and other areas that contribute to the ecological health and diversity of the valley.

### **POLICY ENV-1.2: Wildlife Habitat**

Use clustering, open space corridors, conservation easements, and other techniques to minimize development impacts in wildlife movement corridors and areas with critical or important wildlife habitat.

### **POLICY ENV-1.3: Invasive Species**

Manage noxious weeds and other invasive species using techniques and best practices that have the least harmful impact on human health, wildlife, wetlands, gardens, riparian and ditch corridors, and individual ecosystems.

## **GOAL ENV-2: Strengthen the Uncompahgre River corridor as a community asset and environmental resource.**

### **POLICY ENV-2.1: Regional River Corridor Vision**

Work with regional partners, neighboring communities, and private property owners to establish and implement a cohesive vision for the protection, management, and use of the Uncompahgre River corridor.

### **POLICY ENV-2.2: Corridor Access and Uses**

Balance protection of the riparian zone, floodplain, waterway, and wildlife habitat areas along the river corridor; protection of private property rights; and the desire to expand public access and recreational opportunities along the Uncompahgre River. Ensure that concerns from all stakeholders are heard and valued.



### **GOAL ENV-3: Proactively manage and protect Ridgway's water resources.**

#### **POLICY ENV-3.1: Source Water Protection Area**

Monitor and manage development, economic activities, and other activities that pose potential risks to Ridgway's drinking water supply and access to it within the source water protection area (SWPA).

#### **POLICY ENV-3.2: Water Supply**

Secure and retain a supply of water adequate to meet the expected demands for growth and development within the Initial Growth Boundary (IGB), taking into consideration seasonal fluctuations in water use, the reliability of sources during a drought, potential impacts of climate change on water resources in the region, and potential savings from conservation and improved efficiency.

#### **POLICY ENV-3.3: Water Quality**

Ensure that storm water drainage does not negatively impact the water quality of local aquifers, tributaries and rivers.

#### **POLICY ENV-3.4: Low-Impact Development**

Design street layouts, grades and site developments to avoid excessive runoff concentrations and minimize the need for storm sewer infrastructure. On-site natural percolation, detention, or retention should incorporate vegetation, vegetated swales and other low-impact development strategies where possible to minimize the need for off-site infrastructure improvements.

#### **POLICY ENV-3.5: Natural Waterway Features**

Incorporate the natural features of waterways into storm water systems, using indigenous vegetation in storm water management to promote filtering and slowing storm water runoff to maximize the settling of particulate pollutants and materials.

#### **POLICY ENV-3.6: Water Conservation**

Actively manage the Town's water resources to conserve water, especially in times of limited availability.

### **GOAL ENV-4: Advocate for the efficient use of resources and sustainable practices that work to eliminate harmful impacts to the health of the community or natural environment.**

#### **POLICY ENV-4.1: Green Buildings**

Encourage the use of proven and durable green building technology in all new developments in order to increase energy efficiency, water conservation, human health, and use of local materials while balancing the impact of costs.

#### **POLICY ENV-4.2: Renewable Energy**

Encourage the use of carbon-free and renewable energy systems within the Town and support the goal of carbon neutrality for Colorado. Support the inspiration and innovation of those who live, work, and visit Ridgway to create a low-carbon economy and lifestyle that improves the health, shared prosperity, and long-term security of our unique mountain community.

#### **POLICY ENV-4.3: Emerging Technologies and Practices**

Encourage the use of innovative building practices and materials (e.g., straw-bale construction) when such methods would increase energy efficiency, ease greenhouse gas emissions, and reduce home costs.

#### **POLICY ENV-4.4: Dark Skies**

Continue to prioritize efforts to reduce light pollution and enhance the appearance of the night sky.

#### **POLICY ENV-4.5: Waste Management**

Continue to support efforts and programs that reduce the amount of solid waste entering the waste stream, such as recycling and composting.

#### **POLICY ENV-4.6: Air Quality**

Continue to support efforts to maintain and improve air quality within Ridgway and the surrounding region.



## GOAL ENV-5: Maintain a healthy and resilient community forest.

### POLICY ENV-5.1: Community Forest

Protect, preserve, and enhance Ridgway's community forest, maximizing tree canopy cover across the community where financially and ecologically possible.

### POLICY ENV-5.2: Tree Diversity

Strive to increase the diversity of tree species in the community forest as existing trees are replaced and new trees are added.

### POLICY ENV-5.3: Community Forest Management

Select, situate, and maintain trees in public rights of way and on Town-owned properties to maximize ecological, aesthetic, and economic benefits and minimize hazard, nuisance, hardscape damage, and maintenance costs.

### POLICY ENV-5.4: Community Support

Foster community support for the local community forestry program and encourage best tree management practices by private property owners.

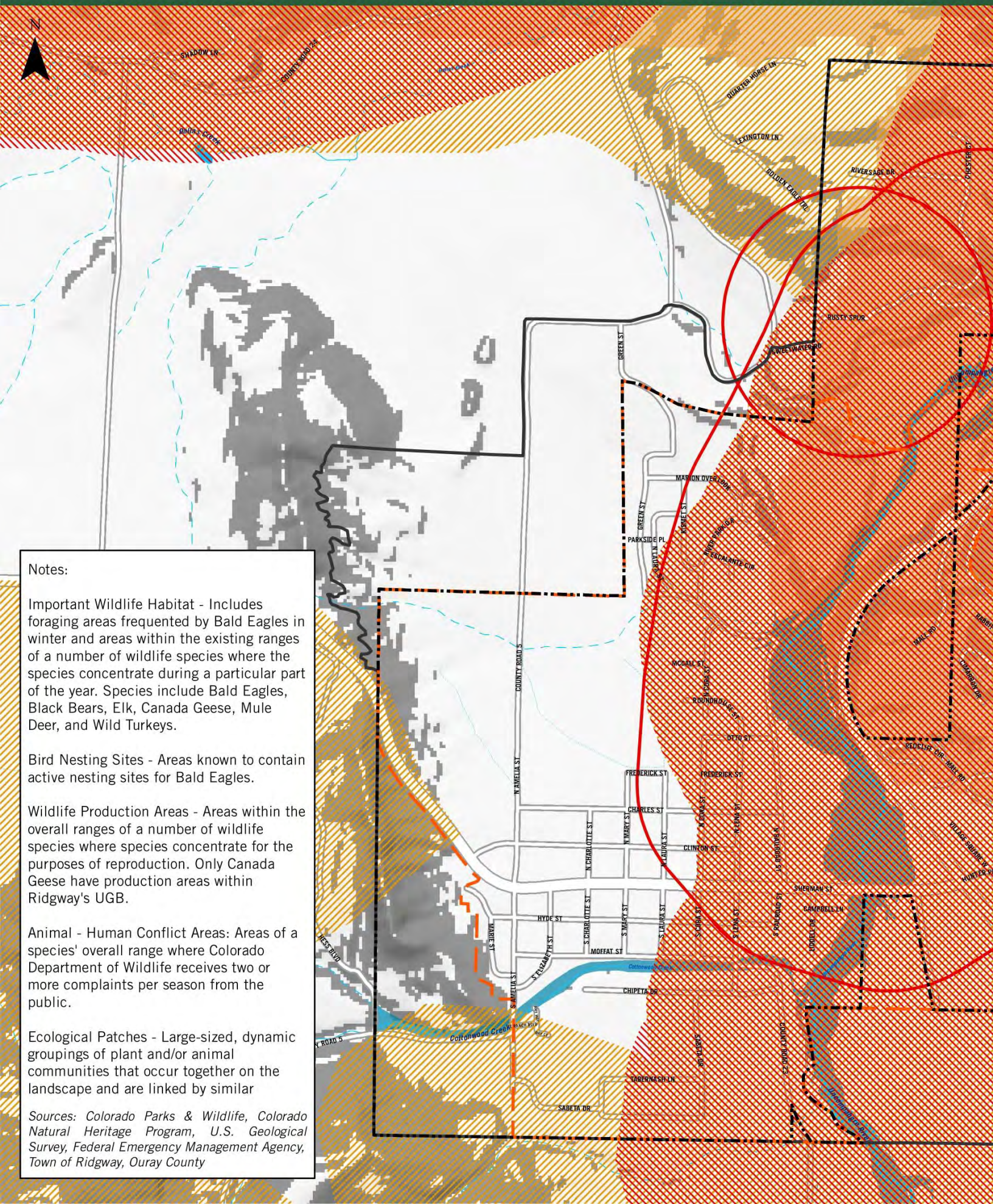
### POLICY ENV-5.5: Tree Retention and Replacement

Support the retention of healthy, mature trees and the addition of new trees in both public improvement projects and private development. Encourage the replacement of trees where retention is not feasible.





# Sensitive Natural Areas - Town of Ridgway



Notes:

Important Wildlife Habitat - Includes foraging areas frequented by Bald Eagles in winter and areas within the existing ranges of a number of wildlife species where the species concentrate during a particular part of the year. Species include Bald Eagles, Black Bears, Elk, Canada Geese, Mule Deer, and Wild Turkeys.

Bird Nesting Sites - Areas known to contain active nesting sites for Bald Eagles.

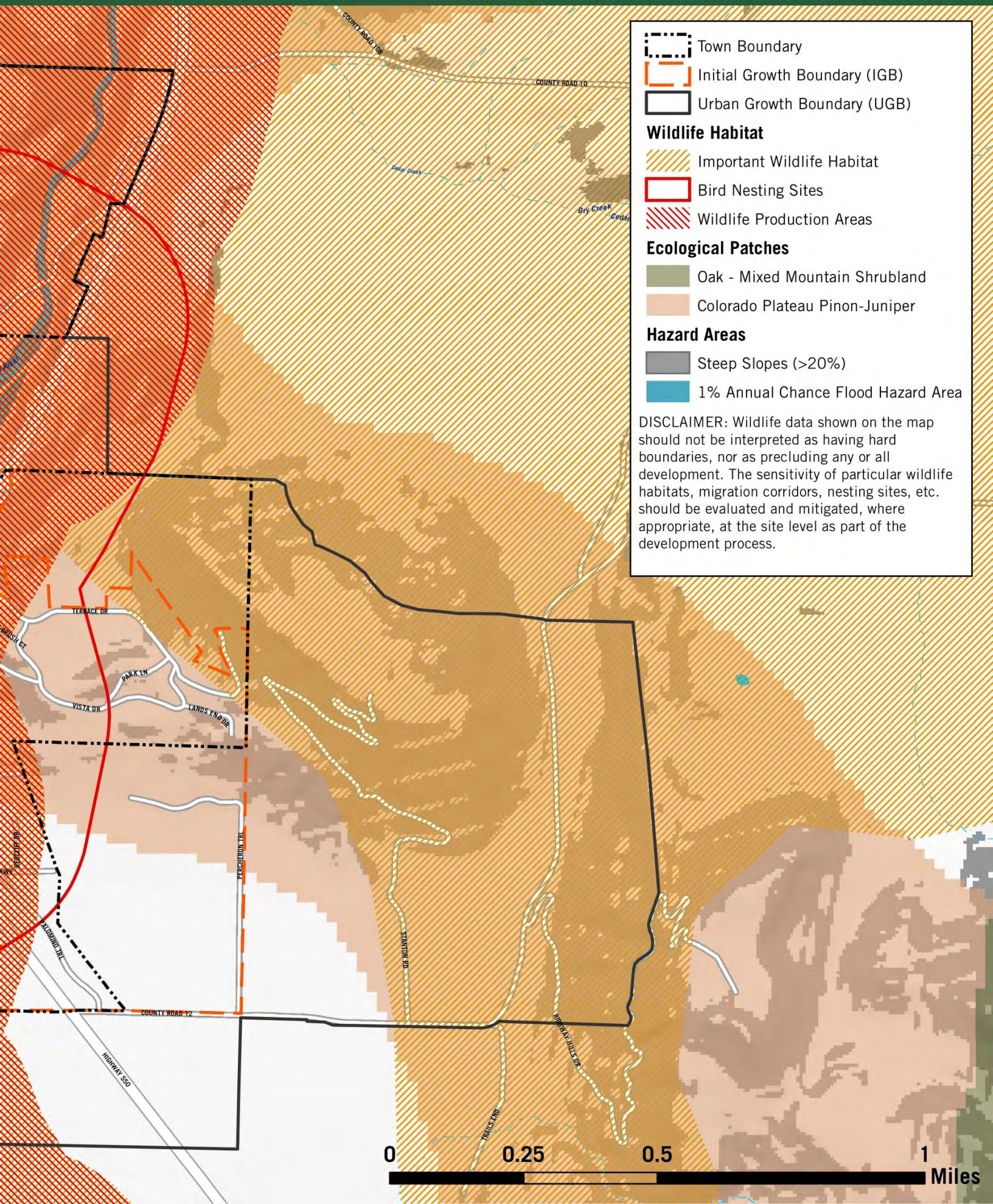
Wildlife Production Areas - Areas within the overall ranges of a number of wildlife species where species concentrate for the purposes of reproduction. Only Canada Geese have production areas within Ridgway's UGB.

Animal - Human Conflict Areas: Areas of a species' overall range where Colorado Department of Wildlife receives two or more complaints per season from the public.

Ecological Patches - Large-sized, dynamic groupings of plant and/or animal communities that occur together on the landscape and are linked by similar

Sources: Colorado Parks & Wildlife, Colorado Natural Heritage Program, U.S. Geological Survey, Federal Emergency Management Agency, Town of Ridgway, Ouray County









## COMMUNITY VALUE 2

# SENSE OF COMMUNITY & INCLUSIVITY



## **GOAL COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.**

### **POLICY COM-1.1: Workforce Housing**

Work with Ouray County and the City of Ouray to develop housing units designed and priced for employees living and working in Ouray County. The Town of Ridgway should initially focus on those living and working in Ridgway.

### **POLICY COM-1.2: Private Sector Responsibilities**

Acknowledge the role of the private sector as a necessary partner in addressing the community's affordable and workforce housing needs.

### **POLICY COM-1.3: Public-Private Partnerships**

Continue to explore opportunities to partner with private or non-profit developers on the construction of affordable and workforce housing.

### **POLICY COM-1.4: Annexation**

Use annexations as an opportunity to expand Ridgway's supply of affordable and workforce housing.

### **POLICY COM-1.5: Distributed Approach**

Take advantage of all opportunities to add needed affordable and workforce housing to Ridgway and the surrounding area while being mindful of the community's desire to avoid overconcentration in any one neighborhood.

### **POLICY COM-1.6: Multi-Generational Housing**

Support the development of housing options designed to accommodate multi-generational needs to allow residents the opportunity to age in place.

### **POLICY COM-1.7: Accessibility**

Require new development to provide for full accessibility under the Americans with Disabilities Act for all new and improved infrastructure on public properties.

## **WHAT IS AFFORDABLE & WORKFORCE HOUSING?**

- **Affordable Housing:** Housing affordability comes down to the relationship between the price of housing in a region (either sale price or rent) and the incomes of households in that region. Generally, for housing to be affordable, housing costs (including utilities) for any given household should not exceed 30 percent of the household's gross annual income. When households must spend more of their incomes on housing, it means they have less income to spend on essential services (such as healthcare) and discretionary items that benefit the local economy (such as meals at a local restaurant).
- **Workforce Housing:** Workforce housing is a subset of affordable housing, and generally refers to housing that is affordable to households earning between 80 percent and 120 percent of the area median income (AMI). In other words, housing costs for households earning between 80 percent and 120 percent of AMI should not exceed 30 percent of those households' gross annual incomes. Typically, workforce housing is targeted toward workers who are vital for the everyday function of the community, such as teachers, public safety workers, first responders, and workers in retail, food/beverage, hotel, and other core industries.

## **GOAL COM-2: Encourage a diversity of housing options that meet the needs of residents.**

### **POLICY COM-2.1: Diversity of Housing Types**

Encourage new developments to accommodate a variety of housing sizes, household types, tenure types, densities, and prices.

### **POLICY COM-2.2: Housing Options**

Support the development of a range of housing options in Ridgway, as appropriate in different parts of the community, including, but not limited to small homes, accessory dwelling units, townhomes, live/work units, and small-scale apartments or condominiums.



**POLICY COM-2.3: Resident-Occupied Housing**

Support strategies that help maintain resident-occupied housing in Ridgway, rather than housing occupied by second-homeowners.

**POLICY COM-2.4: Accessible Housing**

Expand the supply of housing in Ridgway that is accessible to seniors, persons with disabilities, or persons with mobility limitations through the use of universal design and visitability principles in the construction of new housing and the rehabilitation of existing homes.

**GOAL COM-3: Encourage citizen participation and dialogue with elected and appointed officials and town administration in order to foster broad-based representation and input for local government decisions.****POLICY COM-3.1: Multi-Media Outreach**

Use a variety of media types for public outreach and to inform the community of upcoming Town events, meetings, Town Council votes, and other meetings.

**POLICY COM-3.2: Youth Outreach**

Explore opportunities for engaging local youth in local government and actively soliciting input from local youth. Explore and promote additional opportunities to work with Ridgway Schools on special projects and education on local government.



### **POLICY COM-3.3: Relationship Building**

Develop and maintain mutually beneficial relationships with local and regional civic and volunteer organizations such as church groups, non-profit organizations, and other groups.

### **POLICY COM-3.4: Boards and Commissions Representation**

Seek to fill appointed positions on Town boards and commissions with diverse and qualified candidates that are reflective of the community's demographics.

### **POLICY COM-3.5: Volunteer Opportunities**

Encourage and provide opportunities for residents to volunteer in projects, initiatives, programs, and other Town activities.

## **GOAL COM-4: Strive to be a model for transparency, efficiency, and good governance.**

### **POLICY COM-4.1: Community Outreach**

Regularly reach out to the community to understand citizen satisfaction with Town services, programs, and facilities and to identify potential gaps or needed improvements.

### **POLICY COM-4.2: Town Government Sustainability**

Continue to implement policies and programs to reduce greenhouse gas emissions related to the functions and operations of town government. In addition, the Town will seek to conserve water, reduce waste, promote recycling, and procure environmentally responsible products and materials in government operations where feasible.

### **POLICY COM-4.3: Budget Priorities**

Ensure that the budgeting process promotes Town expenditures and investments that reflect community priorities, including those set forth in this Master Plan.



### **POLICY COM-4.4: Fiscal Sustainability**

Ensure that the Town's budget adequately covers the costs of public services that are provided by the Town. Proactively plan to ensure that adequate funding can be maintained over the long-term and can keep pace with future cost increases.

### **POLICY COM-4.5: Technology**

Utilize modern technology where appropriate to ensure town services are efficient and convenient.



## **GOAL COM-5: Encourage a range of health, human, youth, senior, and other community services in Ridgway.**

### **POLICY COM-5.1: Accessible Local Health Care**

Continue to support local options for the provision of medical services in Ouray County, whether through the Ouray County Regional Service Authority or other opportunities.

### **POLICY COM-5.2: Services for Youth and Seniors**

Work with community partners to address gaps in programming and other services for youth and seniors in the community.

### **POLICY COM-5.3: Awareness of Available Services**

Collaborate with local, regional, and state partners to raise awareness of health and human services, including mental health services, available in Ridgway and elsewhere in Ouray County and the region.

### **POLICY COM-5.4: Improved Transportation Access**

Promote efforts which improve residents' access to regional health and human services through reliable and affordable transportation options.

## **GOAL COM-6: Support education and lifelong learning in our community.**

### **POLICY COM-6.1: Coordination with Schools**

Coordinate with and support Ridgway's public and private schools to provide a high-quality education for all Ridgway students.

### **POLICY COM-6.2: Youth Opportunities**

Support opportunities for children and youth to gain skills and experiences outside of a traditional classroom setting.



**POLICY COM-6.3: Library**

Continue to support the Ridgway Public Library in its mission to provide opportunities to explore, discover, learn, grow, and dream.

**POLICY COM-6.4: Lifelong Learning Opportunities**

Encourage the growth of programming and events that provide opportunities for learning throughout all stages of life.

**POLICY COM-6.5: Local Government 101**

Provide opportunities for the community to learn about local government functions and services, including opportunities to participate in government decision-making processes.

## **GOAL COM-7: Provide public safety and emergency response services to engage and protect the community.**

**POLICY COM-7.1: Law Enforcement Services**

To the extent possible, ensure that the Ridgway Marshal's Office has the staff, facilities, equipment, resources, and training necessary to provide the community with the desired level of public safety services.

**POLICY COM-7.2: Community Partners**

Facilitate open communication between the Marshal's Office and residents to ensure the Marshal and deputies maintain the public trust and provide an approachable and visible presence in Ridgway and to engage the community in developing solutions to public safety issues.

**POLICY COM-7.3: Regional Coordination**

Collaborate with surrounding jurisdictions to ensure public safety and emergency response services have a coordinated plan and are provided in the most efficient and effective manner.

**POLICY COM-7.4: Data and Metrics**

Use data and metrics to evaluate performance, identify areas for improvement, and better understand how public safety providers should adapt over time as the community changes.

**POLICY COM-7.5: Emergency Management**

Ensure Town government is prepared to respond to and continue providing services during emergencies, such as natural hazard events. Strive to return to normal operations as soon as is feasible following such events.





COMMUNITY VALUE 3

# SMALL TOWN CHARACTER & IDENTITY



## GOAL CHR-1: Support vibrant, diverse, safe, and well-connected neighborhoods.

### POLICY CHR-1.1: Neighborhood Character

Encourage the development of neighborhoods that enhance and reflect the character of Ridgway through quality design, cohesive materials, and integration of natural features.

### POLICY CHR-1.2: Neighborhood Walkability and Bikeability

Enhance walkability and bikeability within existing neighborhoods and between existing neighborhoods and other areas of town. Ensure safe on- and off-street pedestrian and bicycle connections are provided in all new neighborhoods.

## GOAL CHR-2: Protect and preserve Ridgway's historic assets.

### POLICY CHR-2.1: Historic Resources and Heritage

Promote and build awareness of significant resources associated with people and events important to the Town's, County's, or State's history.

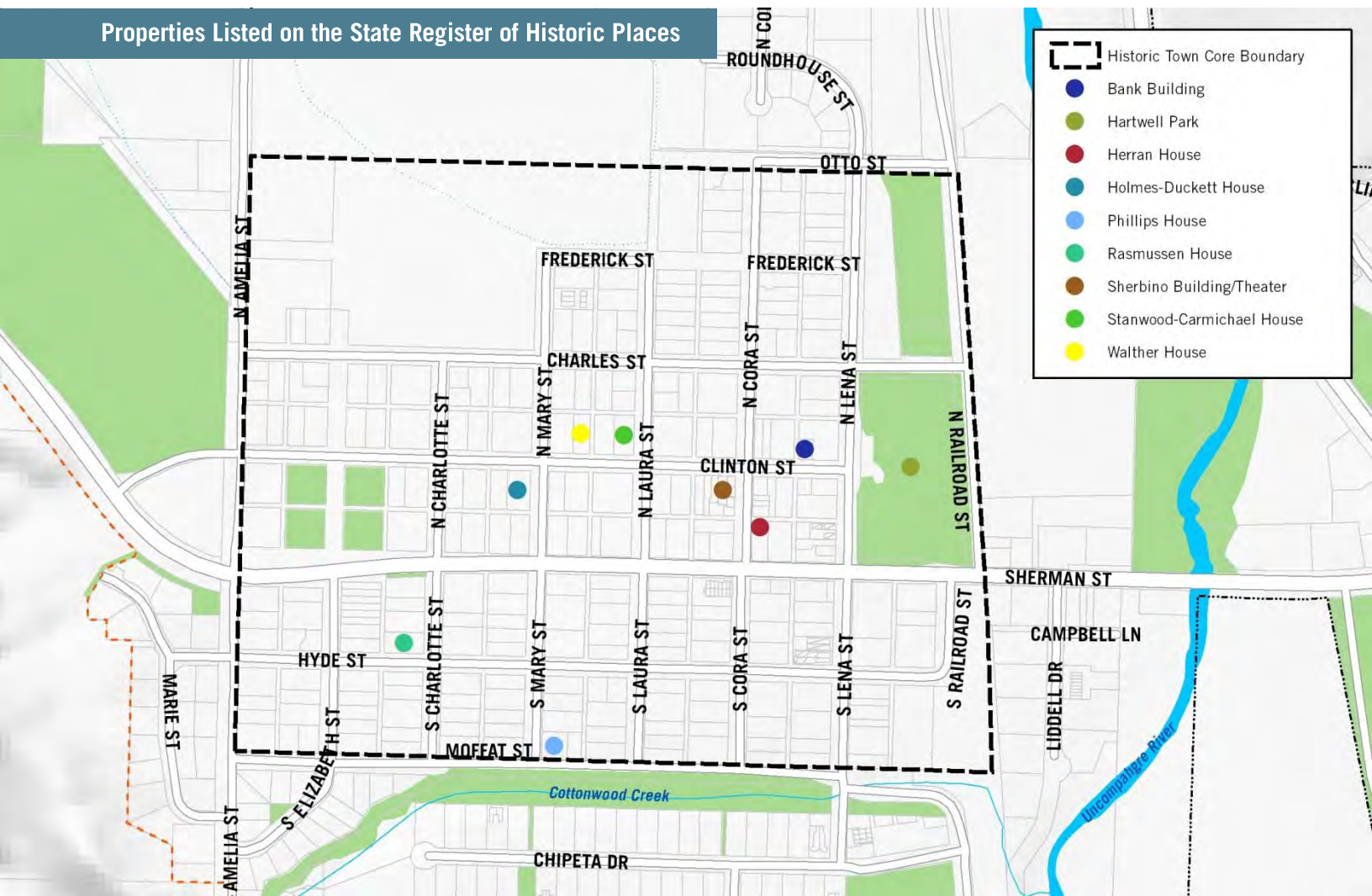
### POLICY CHR-2.2: Historic Preservation

Encourage the designation of historically significant buildings and districts to the county, state, and national registers of historic places.

### POLICY CHR-2.3: Preservation Tools

Support protection of the Town's historic resources, including the original Town Core.

Properties Listed on the State Register of Historic Places





**GOAL CHR-3: Promote Ridgway's identity as a ranching and agricultural community and preserve the rural character of landscapes surrounding Ridgway.**

**POLICY CHR-3.1: Land Use Conflicts**

Actively engage and work with ranch owners and operators to minimize or mitigate land use conflicts or undue interference created by existing or proposed development outside the Town Core.

**POLICY CHR-3.2: Ranching Operations**

Continue to accommodate activities within the Town that are essential to daily and seasonal operations of ranch owners and operators, and that do not compromise public health and safety—such as the ability to drive cattle through Town, tie up horses, or maneuver and park trailers or other equipment while conducting business in Town.

**POLICY CHR-3.3: Conservation Mechanisms**

Collaborate with willing property owners and the County on opportunities to establish conservation easements, land trusts, or other mechanisms designed to preserve agricultural land outside the UGB in perpetuity.

**GOAL CHR-4: Promote Ridgway's identity as a creative and innovative community where creative individuals and enterprises thrive.**

**POLICY CHR-4.1: Strengthen the Creative District**

In collaboration with Creative organizations in the region, encourage and promote events, activities, and strategies that strengthen Ridgway's Creative District and creative sector.

**POLICY CHR-4.2: Collaboration with Partners**

Collaborate with partner organizations on activities and events that help foster innovation and the creative identity of Ridgway and the region, or support Ridgway's creative community. Formalize partnerships when possible.





**POLICY CHR-4.3: Creativity in the Community**

Continue to highlight Ridgway's status as a creative place by pursuing opportunities to display art installations and other creative projects throughout the community and continuing to engage Ridgway's creative sector.

**POLICY CHR-4.4: Creativity in Capital Projects**

Strive to include artistic or innovative design elements in capital improvement projects. Where possible, involve artists and other Creatives early in the design process.

**GOAL CHR-5: Promote a range of opportunities and spaces for community gatherings and interactions.****POLICY CHR-5.1: Community Spaces**

Emphasize the importance of community spaces throughout Town to reinforce Ridgway's character, identity, and social fabric and continue to creatively develop these spaces.

**POLICY CHR-5.2: Community Dialogue**

Convene and facilitate community-wide discussions to seek input and build consensus on important or controversial issues. Ensure that all sides or perspectives have an opportunity to be heard and understood.

**POLICY CHR-5.3: Community Events**

Support community events that cater to a range of community interests, backgrounds, and ages.

**POLICY CHR-5.4: Place-making**

Continue working to create a cohesive, unique community with strategic place-making efforts and investments.





## GOAL CHR-6: Maintain and enhance Ridgway's gateways, entry-corridors, and scenic vistas.

### POLICY CHR-6.1: Corridor and Gateway Character

Highway corridors and gateways to Ridgway should enhance and benefit the community's small-town character and preserve mountain vistas.

### POLICY CHR-6.2: Near-Gateway Development Considerations

Encourage aesthetic improvements for existing and new developments bordering highways. Consider context, configuration, and design in evaluating development on properties adjacent to gateway areas to ensure new development contributes to the desired character of the gateway.

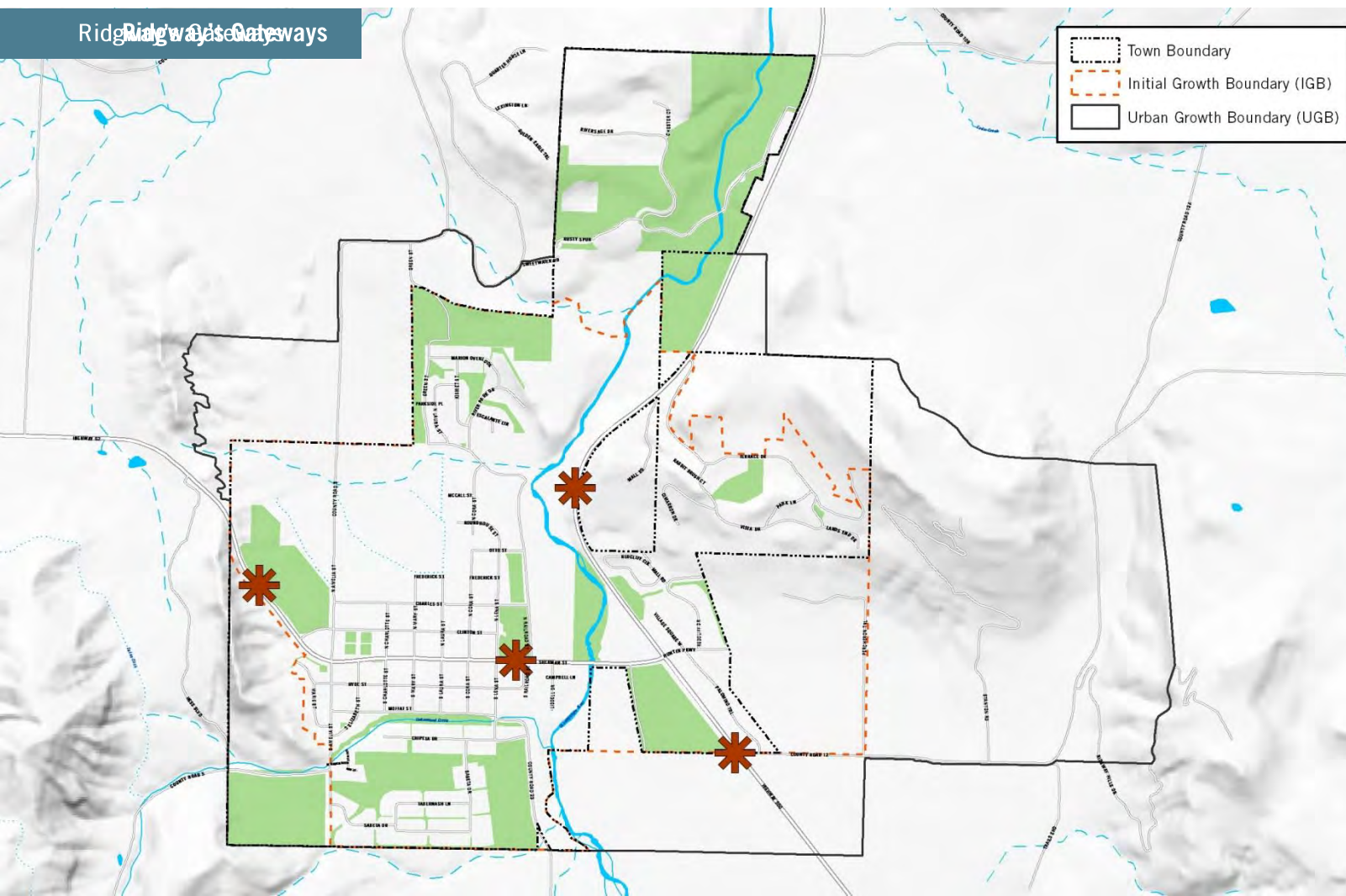
### POLICY CHR-6.3: Ridgeline Protection

Encourage the use of clustering, flexible setbacks, height limitations, and other site planning techniques to minimize the visual impact of ridgeline development when viewed from public rights of way.

### POLICY CHR-6.4: Highway Signage

Balance the need to limit signage and visual clutter along highway corridors and at gateways with the need of commercial businesses to have signage that is adequately visible. All highway signage should contribute to the Town's overall place-making efforts.

#### Ridgway Gateways



## **GOAL CHR-7: Develop an interconnected system of parks, trails, open space, and recreational facilities that meets the needs of Ridgway's residents and visitors.**

### **POLICY CHR-7.1: Dedicating Parks, Trails, and Open Spaces**

Establish an equitable basis for dedicating parks, trails, and open spaces associated with new and proposed development including annexations and subdivisions, with "payment in lieu" and land donation options for dedicated parks, trails, and open spaces that considers land values, park land development costs, and long-term maintenance.

### **POLICY CHR-7.2: Trail Development**

Encourage and support trail development within and surrounding Ridgway, particularly trails that fill gaps or key trail linkages in the Town's current system and improve continuity and connectivity. Where feasible, create trails that support walking, hiking, biking, and other non-motorized uses. Trail development should not impede existing agricultural uses or cross private property unless arrangements have been made with the property owner.

### **POLICY CHR-7.3: Low-Impact Trails**

Balance the desire to build additional trails in Ridgway and the surrounding area with the need to protect environmentally sensitive areas from human disturbance, and the need to maintain the viability of ranching and agricultural operations in cases where the landowner has given permission for a trail to cross private property.

### **POLICY CHR-7.4: Future Growth**

Observe, monitor, and respond to the Town's growth and community demands for increased or improved services, including the functions and duties of Town personnel, to ensure efficient and effective operations that are adequately funded.

### **POLICY CHR-7.5: Community Involvement**

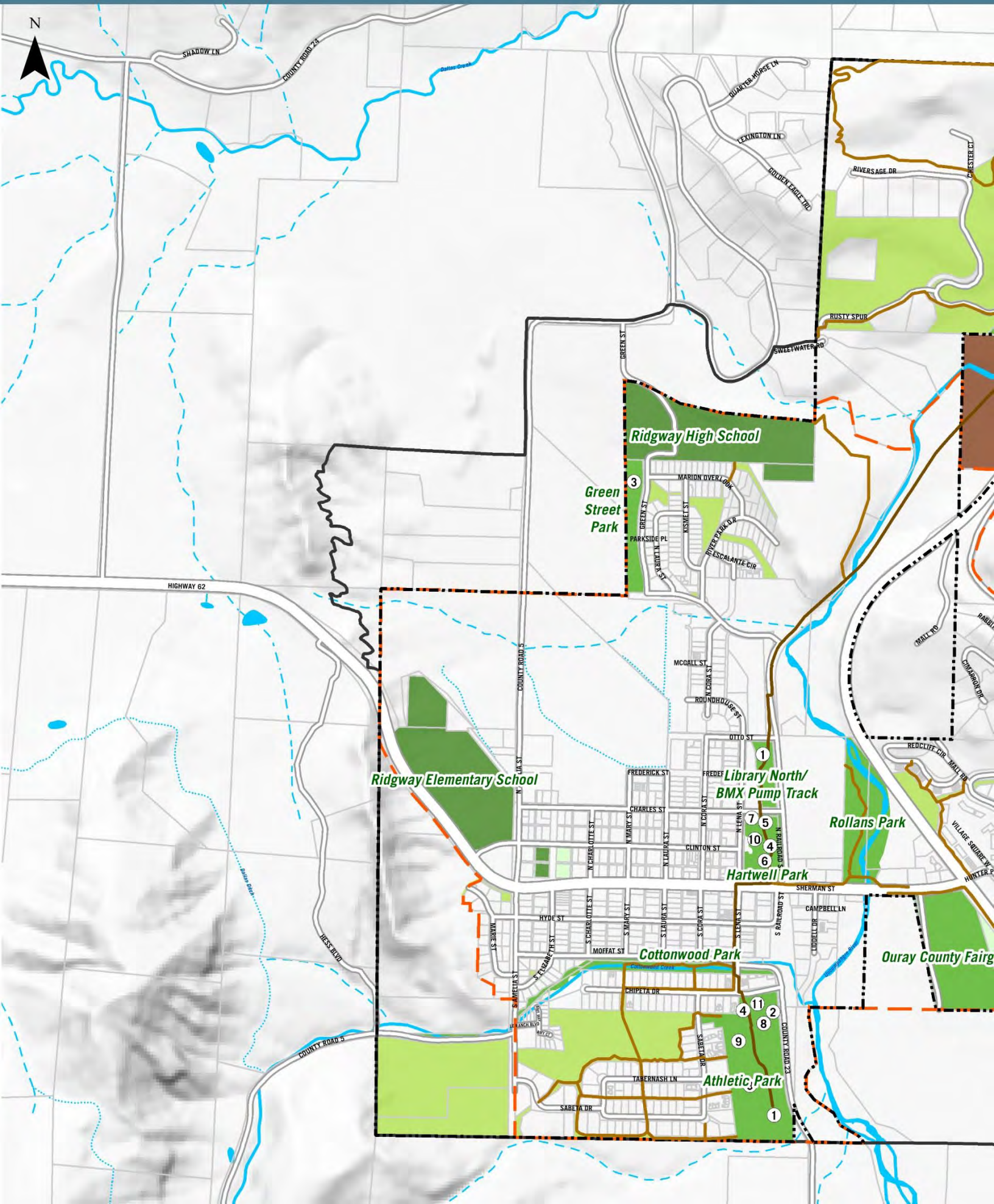
Involve the community in the preservation and care of existing facilities and amenities.

### **POLICY CHR-7.6: Facility Maintenance**

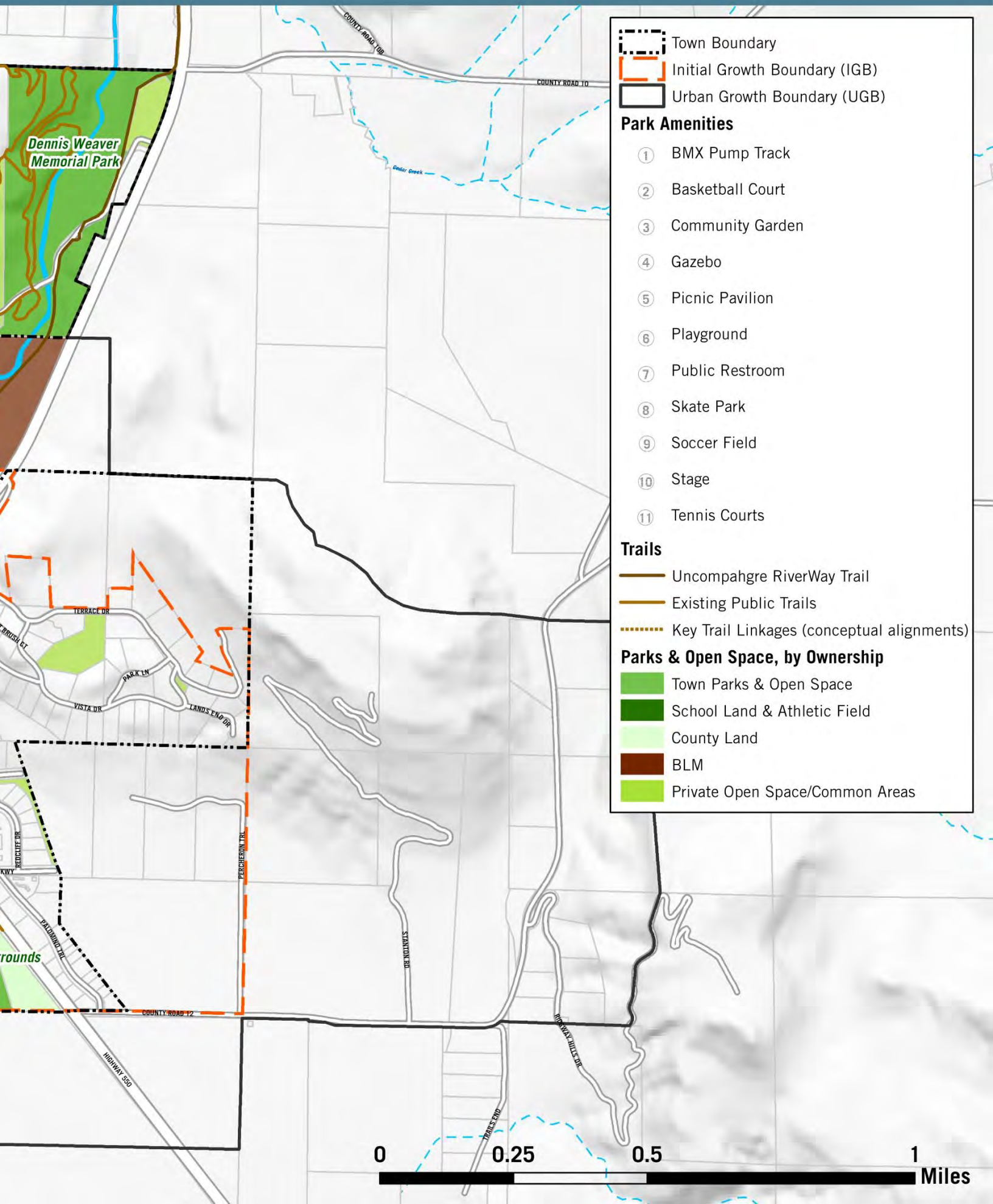
Ensure Town staff can reasonably manage and finance the long-term maintenance of existing parks, trails, open spaces, and facilities prior to dedicating, building, or assuming ownership or maintenance responsibilities of additional amenities.



# Parks, Trails, Open Spaces, and Amenities - Town of











## COMMUNITY VALUE 4

# VIBRANT & BALANCED ECONOMY



## GOAL ECO-1: Create a vibrant, diverse, and sustainable year-round local economy that reflects Ridgway's social fabric, values, and character.

### POLICY ECO-1.1: Regional Partnerships

Strengthen partnerships with others in Ouray County and the region to manage economic development. Consider formalizing regional partnerships in order to better coordinate economic development efforts across jurisdictions and organizations.

### POLICY ECO-1.2: Community and Economic Development

Continue to participate in and support initiatives, such as the Main Street and Creative District programs, to maintain and enhance a thriving environment for businesses, entrepreneurs, and creative enterprises.

### POLICY ECO-1.3: Economic Diversity

Encourage light manufacturing, creative industries, renewable energy, outdoor recreation, and agricultural-or ranching-related industries that complement the community's vision for Ridgway and do not negatively impact the community or environment.

### POLICY ECO-1.4: Broadband Internet Service

Continue efforts to improve the speed, reliability, and redundancy of broadband internet service available in Ridgway, including a variety of end-user options for service.

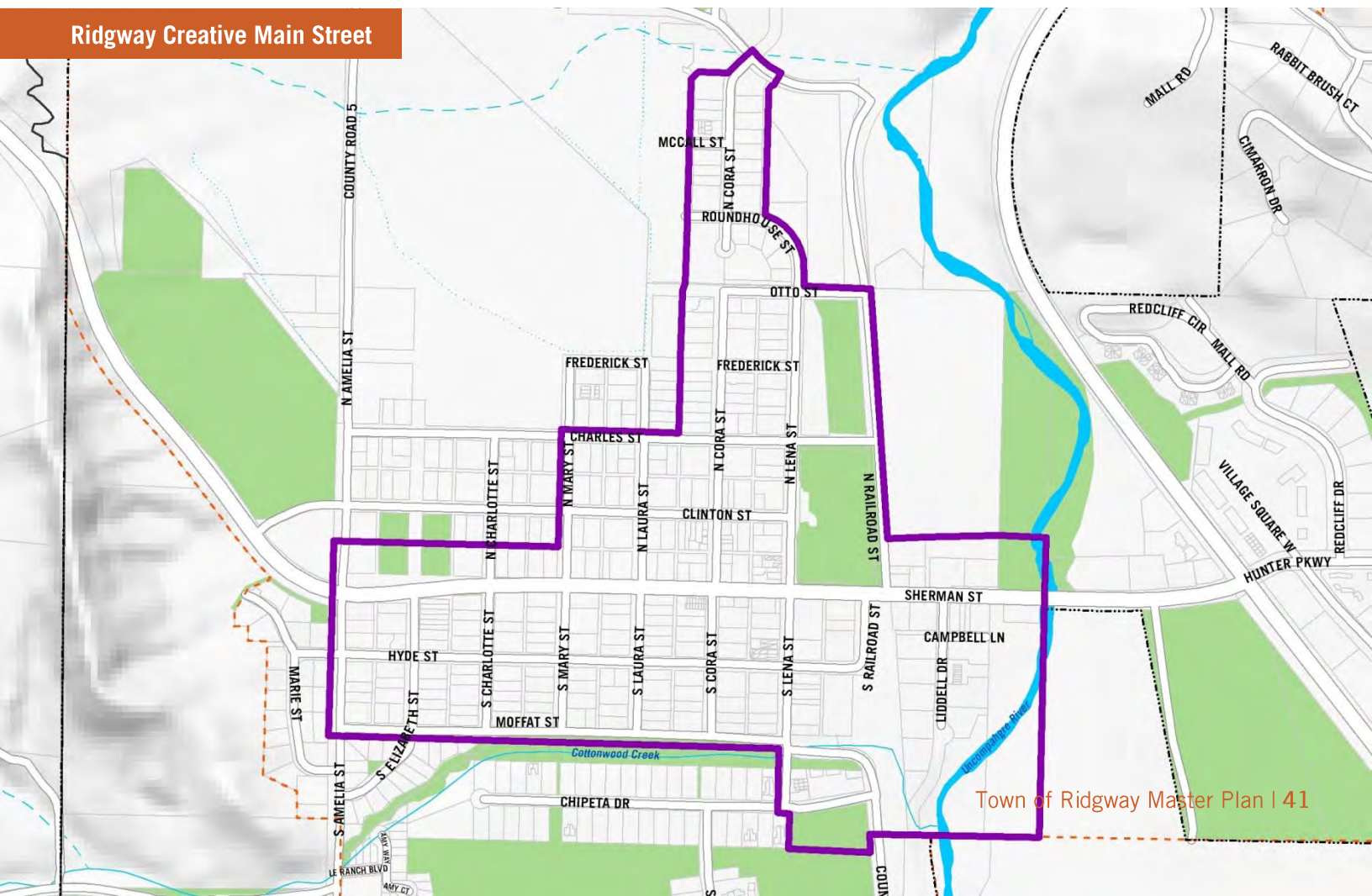
### POLICY ECO-1.5: Historic Downtown Ridgway

Continue to enhance the Historic Town Core as the economic center of Ridgway, enriching its vibrancy.

### POLICY ECO-1.6: Data Collection and Assessment

Explore ways to improve the collection and tracking of data related to the local economy and economic development in order to better understand local economic dynamics and assess the impacts of economic development initiatives.

#### Ridgway Creative Main Street







## **GOAL ECO-2: Support the retention and expansion of local businesses.**

### **POLICY ECO-2.1: Land Designated for Employment**

Protect light industrial, manufacturing, and other employment lands from encroachment by potentially incompatible land uses. Discourage the conversion of employment lands to other uses, unless doing so helps achieve another Master Plan goal.

### **POLICY ECO-2.2: Space Needs**

Encourage the creation and retention of industrial or employment spaces or building sites that meet the needs of existing local businesses as they look to grow or expand.

### **POLICY ECO-2.3: Resource Awareness**

Ensure local businesses are aware of local, regional, state, and federal resources available to businesses, particularly small businesses.

### **POLICY ECO-2.4: Ease of Doing Business**

Improve the ease of doing business in Ridgway through transparent and predictable regulations and development review/permitting processes.

### **POLICY ECO-2.5: Regulations**

Ensure regulations, including land use regulations, support and nurture a successful business environment and do not unnecessarily impede desirable industrial or employment uses, or compromise other community goals and priorities.

## **GOAL ECO-3: Balance the need to preserve quality of life for residents with business needs.**

### **POLICY ECO-3.1: Locals-Serving Businesses and Services**

Develop strategies to grow or attract appropriately-scaled businesses that provide needed goods and services to local residents and “fit” the character of the community.

### **POLICY ECO-3.2: Local Goods, Products, and Services**

Support the creation and expansion of businesses that create desired goods and products or provide services within Ridgway.

### **POLICY ECO-3.3: Sustainable Tourism**

Participate in community conversation about sustainable tourism to better understand current tourists and visitors while considering what is desired for the future. Potential questions to explore include:

- Types of visitors to target;
- Off-season visitation;
- Levels of visitation needed to sustain local businesses; and
- Others as identified.



COMMUNITY VALUE 5

# WELL-MANAGED GROWTH



## **GOAL GRO-1: Manage growth and development in order to maintain Ridgway's small town character, support a diverse community, and create employment opportunities.**

### **POLICY GRO-1.1: Directed Growth**

Direct growth to occur in a concentric fashion from the core outward, in order to promote efficient and sustainable Town services, strengthen the Historic Town Core and existing neighborhoods, and preserve the rural character of the surrounding landscape.

### **POLICY GRO-1.2: Balanced Mix of Uses**

Accommodate a balanced mix of residential, employment, retail and commercial services, and institutional uses that allows residents to live, work, play, learn, and conduct more of their daily business in Ridgway.

### **POLICY GRO-1.3: Mixed-Use Development**

Promote vertically or horizontally mixed-use development, where appropriate, to encourage more opportunities to live and work in Ridgway, and to add vibrancy and diversity to existing centers.

### **POLICY GRO-1.4: Underutilized Areas**

Encourage infill development on vacant parcels and the redevelopment or adaptive reuse of underutilized parcels or structures in the Historic Town Core or other areas where infrastructure and services are already in place.

### **POLICY GRO-1.5: Design of New Development**

Ensure new development and infill/redevelopment is compatible with the surrounding area or neighborhood, particularly in the Historic Town Core where maintaining the historic character of Ridgway is desired.

### **POLICY GRO-1.6: Clustered Development**

Encourage clustering of residential development where appropriate to preserve open space, agricultural land, wildlife habitat, visual quality and other amenities.

### **POLICY GRO-1.7: Transitions**

Provide clear guidance to developers to ensure smooth transitions and/or compatibility between distinct land uses (i.e., between industrial or commercial and residential, including areas with mixed uses) or development densities/intensities.

### **POLICY GRO-1.8: Development and Annexation Impacts**

Evaluate all development and annexation proposals in order to understand the expected economic impacts, demand for services, impact to water resources, as well as if the proposal is compatible with Ridgway's character, improves connectivity, and provides significant community benefits or enhancements.



## **GOAL GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of residents and businesses as the town grows.**

### **POLICY GRO-2.1: Growth Pays for Growth**

Ensure that the costs of extending or expanding Town infrastructure and services to support new development are borne by the developer and not the Town or residents. This includes the impacts new development will have on Town facilities and utilities.

### **POLICY GRO-2.2: Adequate Public Facilities**

Proposed development should demonstrate that existing Town facilities and infrastructure have the capacity to serve the development while still maintaining an acceptable level of service, as determined by the Town, or, if supported by the Town, development shall fill in any infrastructure, utility, facility, and service gaps.

### **POLICY GRO-2.3: Development Capacity**

Monitor the Town's capacity to support development based on existing infrastructure and facility capacity, population projections, and community desires.

### **POLICY GRO-2.4: Public Works Services**

To the extent possible, ensure that the Public Works Department has the equipment, facilities, resources, and staff needed to provide the community with the desired level of services.

## **GOAL GRO-3: Proactively mitigate natural and human-made hazards.**

### **POLICY GRO-3.1: Hazardous Areas**

To the extent feasible, prevent development in high risk areas, such as in floodplains and on steep slopes. Where such development may be inevitable, encourage the incorporation of measures or design techniques that help mitigate risks.



### **POLICY GRO-3.2: On-Site Stormwater Management**

Encourage new development to manage stormwater on site, using low impact development techniques or other best practices.

### **POLICY GRO-3.3: Hazard Mitigation Planning**

Continue to participate in maintaining and updating the *Ouray County Multi-Hazard Mitigation Plan*, *Ouray County Community Wildfire Protection Plan*, and other local, regional or statewide hazard mitigation planning efforts. Participate in implementation as plans are adopted.

### **POLICY GRO-3.4: Community Awareness**

Promote efforts and programs that build awareness of the Town's emergency response protocols and how residents can help mitigate, prepare for, and respond during and after disaster events, such as wildfires or flooding.

### **POLICY GRO-3.5: Resilient Infrastructure**

Site and design new Town facilities and infrastructure to avoid and/or mitigate exposure to hazards. To the extent possible, use redundancies or back-up systems in the provision of critical services such as water.



### **POLICY GRO-3.6: Hazards and Climate Change Considerations**

Consider hazard mitigation, resiliency, and anticipated climate change impacts in Town planning and decision-making processes.

## **GOAL GRO-4: Develop a safe and efficient multi-modal transportation system, balancing the needs of all users.**

### **POLICY GRO-4.1: Existing Block Pattern**

Extend the existing grid of blocks and streets as the Town grows to the north, consistent with the Master Streets map. North of Otto Street, and throughout the northwest portion of the UGB, continuation of the grid is recommended. However, a modified grid may be considered where topography, natural features, or other site limitations exist.

### **POLICY GRO-4.2: Traffic Impacts of Development**

Ensure that future development does not create traffic volumes or patterns that will create traffic hazards or interrupt traffic flow.

### **POLICY GRO-4.3: Traffic Calming**

Consider the use of context-sensitive traffic control and calming devices where appropriate to enhance automobile, pedestrian and cyclist safety, including raised cross walks, neck-outs, raised medians, landscaping, beacons and signage. Take into account the need to accommodate larger trucks and trailers in conjunction with any traffic calming improvements.

### **POLICY GRO-4.4: Speed Limits**

Maintain speed limits on all streets within Ridgway and, where reasonable, its three-mile area which reflect the residential and pedestrian nature of the community and prioritize safety at pedestrian crossings, near parks, and in school zones.

### **POLICY GRO-4.5: Traffic Signals**

Traffic signals within Town boundaries should be avoided unless and until needed as established through carefully evaluated traffic studies and infrastructure demands.

### **POLICY GRO-4.6: Non-Motorized Transportation**

Promote non-motorized transportation throughout Ridgway by enhancing connections between key destinations within the community, improving sidewalks and pathways, developing parking where appropriate, and utilizing a variety of environmentally-friendly inviting surface treatments, streetscape improvements, landscaping, and context sensitive design.



**POLICY GRO-4.7: Connectivity of New Development**

Encourage new development to include paths, trails, and other connections to facilitate biking and walking throughout town.

**POLICY GRO-4.8: Crosswalks and Sidewalks**

Crosswalks should be clearly marked and designed to enhance safety and minimize walking distances across roadways, especially along highway corridors and near schools and parks. Sidewalks should be built and maintained along both Highways 62 and 550 within the Town boundary. Overpasses or underpasses across these highways should be considered where needed to enhance pedestrian safety.

**POLICY GRO-4.9: Additional Roads**

Work cooperatively with the County to study the need and feasibility of additional roads to serve a wider area around the community and to determine other effective transportation improvements within the Town's area of influence.

**POLICY GRO-4.10: Regional Transportation**

Continue to collaborate with jurisdictions in the region and Region 10 to explore the feasibility of expanding public transit services in Ouray County and the region, particularly between Ridgway and Montrose and between Ridgway and Telluride.

**POLICY GRO-4.11: Alternative Commuting Options**

Promote telecommuting and bicycle/pedestrian commuting, ridesharing and public transportation and identify locations for future park and ride facilities.

**GOAL GRO-5: Utilize Ridgway's parking resources effectively.****POLICY GRO-5.1: Diagonal Parking**

Encourage diagonal parking, where rights-of-way allow, on residential streets within the Historic Town Core as downtown needs for parking increase.

**POLICY GRO-5.2: Accessible Parking**

Ensure an adequate supply of Americans with Disabilities Act (ADA) compliant parking spaces.

**POLICY GRO-5.3: Wayfinding**

Use signage and other wayfinding to direct visitors to parking, particularly locations within the Historic Town Core that are typically vacant or underused. Use wayfinding to direct residents and visitors to trailer and RV parking.

**POLICY GRO-5.4: Parking Requirements**

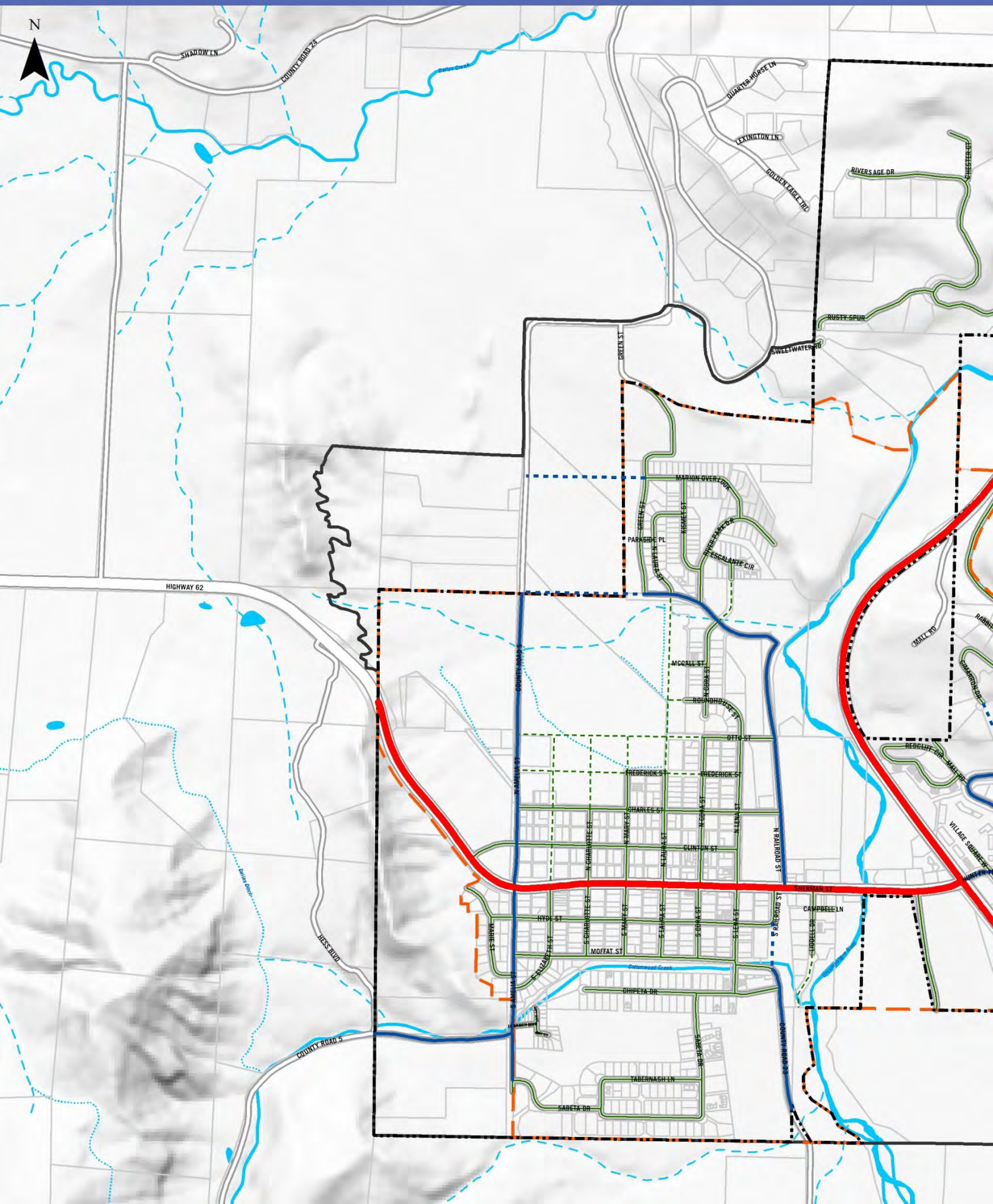
Support the use of shared parking, on-street parking, and other strategies to maximize the use of available resources and support local business.

**POLICY GRO-5.5: Employee Parking**

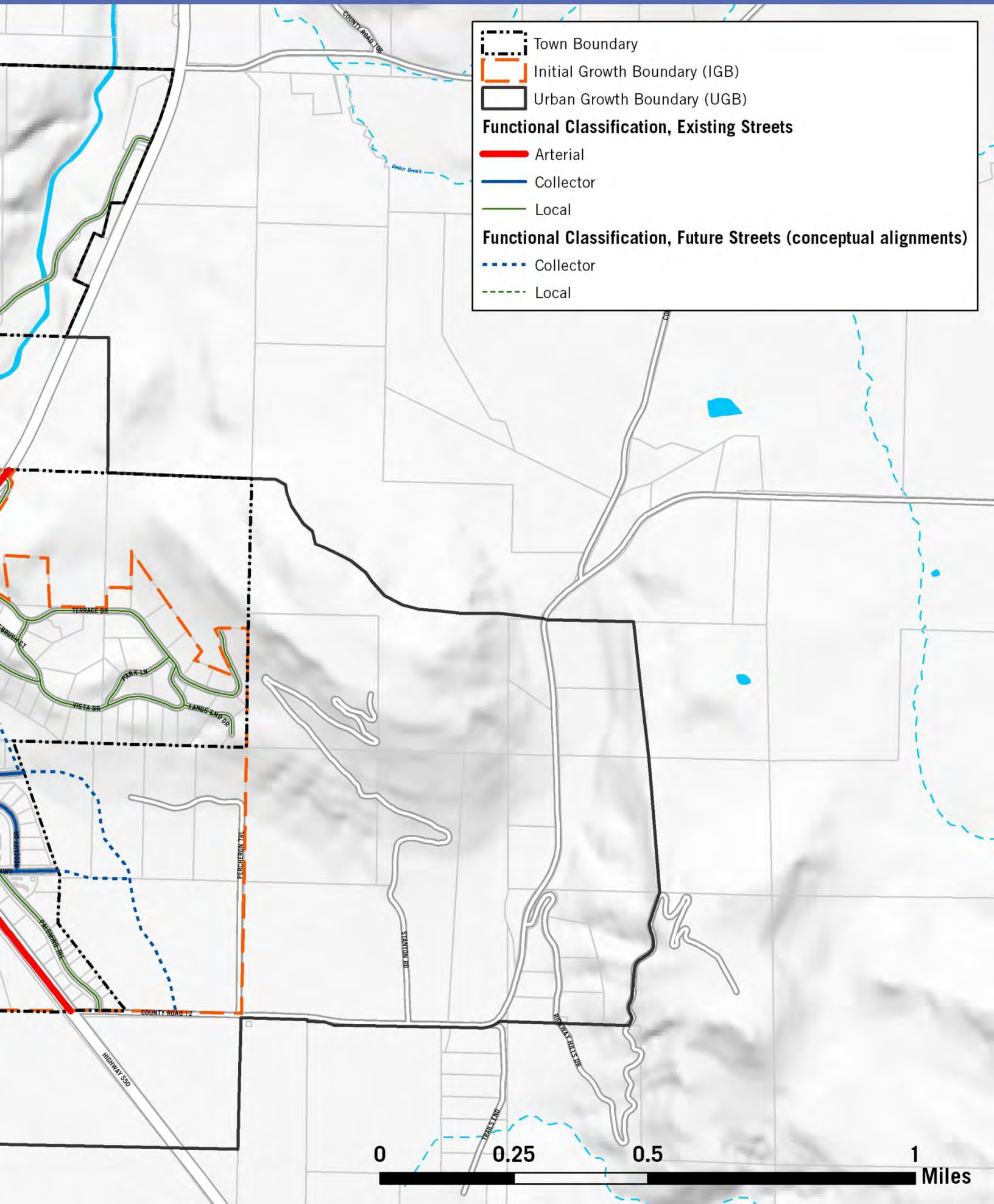
During peak tourist season, encourage businesses located in the Town Core to direct their employees to park in public parking lots or on streets that typically experience low occupancy (such as Lena Street between Clinton Street and Charles Street; Laura Street between Sherman Street and Clinton Street) in order to free up parking for customers.



# Master Streets Map - Town of Ridgway







Town Boundary

Initial Growth Boundary (IGB)

Urban Growth Boundary (UGB)

**Functional Classification, Existing Streets**

Arterial

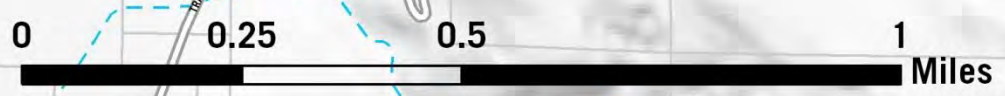
Collector

Local

**Functional Classification, Future Streets (conceptual alignments)**

Collector

Local











## PART IV

# GROWTH FRAMEWORK

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Based on past growth and projections for future growth, it is estimated that Ridgway will add between 150 and 700 new residents by 2050. During the same timeframe, the population of the three-county region (Montrose, San Miguel, and Ouray counties) is expected to nearly double – from 54,265 to 97,252. This regional growth will have direct and indirect impacts on Ridgway; however, the extent to which—and the rate at which—Ridgway can absorb projected future growth is constrained by a variety of factors, including the availability of infrastructure and services needed to serve future growth, market demand, existing growth boundaries and intergovernmental agreements, and the cyclical nature of the state and national economy. Additional detail on population and growth trends is provided in the Community Profile in Appendix A.

This Growth Framework builds on established plans, policies, and regulations the Town of Ridgway and Ouray County have in place to help manage growth. It should be used to as a tool for making decisions regarding the location, timing, and types of future growth that can occur and for guiding future infrastructure investments.



## Key Objectives

Key objectives for this chapter are to:

- Encourage infill and redevelopment within the Town's existing limits and where infrastructure and services already exist;
- Grow in an orderly, logical and sequential pattern outward from the existing Town core;
- Accommodate diverse housing options;
- Support sustainable development practices;
- Plan for a balanced mix of uses that allows more residents the ability to live and work in Ridgway; and
- Protect the natural resources and visual qualities that make Ridgway unique.

This chapter should be used in conjunction with the goals and policies contained in Part III of this Master Plan to evaluate all growth-related decisions.

## Factors Influencing Growth

The timing and rate of growth in Ridgway will continue to be influenced by market demand and supply, existing development patterns and entitlements, land supply, natural hazards and environmental constraints, regional pressures, and a variety of other factors. Other factors include established plans and policies, and the availability of infrastructure and services—each of which are discussed below:

### Ridgway-Ouray County Intergovernmental Agreement

In 2002, the Town and Ouray County entered into an Intergovernmental Agreement (IGA), committing to collaborative efforts in managing growth in the unincorporated areas surrounding the Town. The IGA established formal growth boundaries (as defined in this chapter) and a Joint Area Planning Board to review land use requests. In accordance with the IGA, as amended, the Town and Ouray County work collaboratively to:

- Protect the community identities of the Town and Ouray County;
- Designate areas of urban development and direct growth to these areas;

- Preserve open lands, alpine lands, and agricultural uses around urban areas; and
- Consider unincorporated land for commercial development only when it complements the existing commercial lands in the Town.

Accomplishing these objectives means that the majority of new growth in Ouray County will be directed to Ridgway.

### Ridgway Annexation Policy

The Town uses annexation policies and intergovernmental agreements, as adopted, as tools to effect good land-use planning and logical growth patterns. Requests for annexations into the Town will be considered with the following goals in mind:

- Annexation will not impose the cost of new development on existing town residents; and
- Annexation shall be undertaken with the goal of maintaining or improving existing public service levels in Ridgway. Services shall include all services provided by public entities including, but not limited to, water, sewer, police, administrative services, library, fire, ambulance, schools, public works, social services, recreation and other similar public functions.

All annexations shall conform to the Master Plan, and the criteria below.

### Annexation Criteria

The Town will apply these general criteria to any annexation request to determine if it is appropriate for consideration.

1. All annexation requests shall be accompanied by a specific and binding overall land use development plan for the entire property to be annexed and proposed zoning. The Town may require a development plan to be submitted concurrent with the annexation request in accordance with applicable town regulations.
2. Land already receiving municipal services on a similar basis as existing municipal residents that adjoins the existing municipal boundary shall be considered a higher priority for annexation in comparison to lands where

municipal service levels are not in place or readily available.

3. Ridgway will consult with Ouray County to coordinate decision making on the appropriateness and advisability of land-use and annexation proposals within the Urban Growth Boundary (UGB). Ridgway will pursue mechanisms to foster reciprocity by Ouray County through the Intergovernmental Agreement (IGA) process.
4. The Town may require a cost/revenue analysis on each parcel proposed for annexation considering proposed future land use. This analysis shall also consider any potential degradation of existing service levels or increased cost of services to the existing community. On properties where it is shown that existing services will be diminished or cost of services will be increased, compensation shall be required that offsets these impacts over the long-term. Compensation may be in the form of fees, dedications or other exactions determined by the Town to compensate the community for long-term negative impacts.
5. Annexation priorities should focus on enclaves or peninsulas of non-municipal territory within or adjoining existing municipal boundaries. The purpose of annexing these areas is to regularize Town boundaries and municipal service areas.
6. Payment may be required for a fair portion of the costs of previously installed utilities that benefit a property proposed for annexation if the cost of the original installation of those utilities was borne by the Town.
7. The Town will require dedication of water rights or fees in lieu of dedication commensurate with future water demands on the property.
8. Remediation action, including performance guarantees, will be required to eliminate any existing conditions on property proposed for annexation that may adversely affect health safety or welfare or which constitute a nuisance or hazard to the public.
9. All new or existing onsite and off-site improvements necessary to serve a property

subject to annexation shall meet or be improved to town standards in association with annexation. These improvements may include but not be limited to water, sewer, drainage facilities, parks, trails, rights of way, roads, broadband, and similar improvements.

Annexations are also expected to contribute to advancing the availability of workforce and affordable housing in the Town.

10. Where the Town determines that certain lands in the area to be annexed are needed for public purposes, the Town may require that the land be dedicated for a period of years or that the land be dedicated to the Town or other public entities.
11. Where possible, the boundary lines of parcels intended for annexation shall be drawn along major topographic features, roadways, waterways or other similar barriers, which form a natural boundary line. If possible, annexations should include property for at least one lot depth to one side or the other of a street right-of-way.
12. Prior to annexation, the parties requesting annexation shall resolve any jurisdictional or municipal service problems arising from extension of municipal boundaries into special utility or service districts.
13. Applicants interested in pursuing annexation to the Town may be required to submit information (or to fund the development of information by a disinterested third party) beyond that specified under these criteria to make a comprehensive evaluation of the costs and benefits of annexation to the Town. This information may include, but shall not be limited to, geotechnical analysis, environmental studies, fiscal impact studies, statistical data, traffic studies, impact analyses on water, sewer, schools, recreation, emergency services, administrative services and similar topics.

### **Infrastructure and Services**

The Town provides water, sewer, and stormwater services to most residents within Ridgway's municipal boundaries and plans for the incremental expansion of services within the Initial Growth



Boundary and Urban Growth Boundary. Most of the areas planned for future development on the Future Land Use Plan map do not have infrastructure and services in place today. For planning purposes, anticipated service needs are based on the uses and development intensities depicted on the Future Land Use map. In accordance with goals and policies in Part III of this Master Plan:

- Costs of extending or expanding Town infrastructure and services to support new development will be borne by the developer and not by the Town or residents;
- Provision of services and extensions of utilities to annexed lands shall be made in a cost-effective manner; and
- Extension of utilities will be planned and implemented so as to avoid "leap frog" development.

As a general policy, Ridgway will not extend services outside of municipal limits. If any services are to be extended beyond municipal boundaries, extra-territorial service agreements will be used to define the terms and conditions of the provision of such services. These agreements shall also include an obligation to annex to the Town in the future under specific terms and conditions. Additional information on service providers, power, and other utilities is provided in Appendix A: Community Profile.

## Ridgway's Growth Boundaries

The following boundaries are used to manage growth outside the Town limits:

### Initial Growth Boundary (IGB)

The IGB delineates the area within which the Town will encourage urban levels of development in the next ten to twenty years. The boundary includes areas that are contiguous to established parts of Ridgway that are already served by Town services, and to which utility extensions could logically and efficiently be provided. The purpose of the IGB is to support the community's desire to grow in an orderly, logical and sequential pattern outward from the existing town core. In general, urban levels of development outside the IGB would be considered premature until substantial development has occurred within the boundary.

### Urban Growth Boundary (UGB)

The UGB—also referred to as the Urban Growth Management Area (UGMA)—establishes the long-term future municipal boundary for the Town. This boundary lies within Ouray County and outside the current municipal limits but its designation is not intended to motivate annexation or development. The UGB is intended to establish a boundary for future urban development and to make general land-use designations within that boundary to meet foreseeable future needs of the County and the Town—for example, by maintaining very low densities in these areas to preserve the land for future urban levels of development. To achieve this outcome, the county and Town will coordinate their planning efforts and land-use decision-making through specific intergovernmental agreement(s) (IGAs) that identify actions, responsibilities, jurisdictions and goals for the respective parties to the IGA.

Some areas outside the current municipal boundaries, but within the UGB may be subject to annexation before other areas because of their proximity to municipal limits, their proximity to existing infrastructure, compelling community benefits or other factors. These factors may lead the Town to enter into annexation discussions with landowners on a site-specific basis before the build-out threshold for undeveloped areas within the Town has been reached. Such discussions shall consider all factors related to identified municipal plans, goals and needs and shall not undermine the goals and policies of the Master Plan.

### Ridgway Area of Influence (AOI)

The AOI is an area of unincorporated land outside the UGB that has been mutually designated by Ouray County and the Town. Any development or land use activity within the AOI boundary that will have impact upon the goals and purposes of the adopted IGA and which bears a relation to the planning of the area within the municipality, should, to the extent possible, be reviewed by Ouray County with participation by the Town in the review and recommendations. The AOI boundary constitutes the Town's three-mile limit as required by CRS 31-12-105.(1)(e)(I).

## Future Land Use Plan

The Future Land Use Plan is a tool to guide the type, intensity, and location of future development within the Town and its various growth boundaries. It will be applied through day-to-day decision-making as a means to help implement a shared vision for the physical growth of the Town and portions of Ouray County. The Future Land Use Plan is intended to be used by Town staff, the Planning Commission, and the Town Council to:

- Help guide future rezoning and annexation requests;
- Inform future updates to existing zoning districts and development standards;
- Track the Town's overall capacity for future development;
- Inform infrastructure and facility planning; and
- Ensure future development is supportive of the community's vision.

The Future Land Use Plan is comprised of a map and the accompanying land use category descriptions that follow.



## Rural Neighborhoods



### Maximum Density/Height

0.1 to 1 du/ac; 2.5 stories

### Primary Uses

Single-family homes

### Supporting Uses

Agricultural and ranching uses, parks and recreational facilities, open space conservation

### Characteristics

- Rural Neighborhoods are intended to preserve the rural character of areas within the UGB but outside of the Town core, or to mitigate the impacts of development in hazardous or environmentally-sensitive areas such as on steep slopes.
- Where existing, agricultural and ranching uses are encouraged to continue for as long as the property owner desires.
- Undeveloped areas may convert to parks or open space if acquired by the Town or land trust, or if protected through a conservation easement.
- Clustering of residential development is encouraged to preserve open land.

## Single-Family Neighborhoods



### Maximum Density/Height

2 to 8 du/ac; 2.5 stories

### Primary Uses

Single-family homes and duplexes

### Supporting Uses

Parks and recreational facilities, community gardens, and civic and government facilities. Accessory dwellings were permitted

### Characteristics

- Single-Family Neighborhoods are made up primarily of single-family homes, with a small number of duplexes and smaller multi-family building mixed in, oftentimes near transitions between different land uses. Accessory dwelling units are encouraged where permitted.
- The neighborhoods should incorporate open space into the overall design to provide recreational opportunities to residents and/or preserve wildlife habitat or environmentally sensitive lands.
- While streets may not follow a grid pattern, connections to existing adjacent developments or areas should be provided for pedestrians and bicyclists to promote walkability.

## Town Core Neighborhoods



### Maximum Density/Height

6 to 12 du/ac; 3 stories

### Primary Uses

Single-family homes, duplexes, and smaller multi-family residential uses

### Supporting Uses

Professional offices and service businesses, limited retail, parks and recreational facilities, community gardens, civic and government facilities

### Characteristics

- Town Core Neighborhoods are characterized by a gridded street pattern and alleys.
- Historic preservation and adaptive reuse of existing structures are a priority to maintain the historic character of this area. New development should respect the scale and character of existing development.
- While single-family homes and duplexes are the primary housing types found within these neighborhoods, they also support a range of higher density housing types such as townhomes and smaller multi-family buildings. Accessory dwelling units are encouraged where permitted.
- Office, service businesses, and retail uses are only allowed along Sherman Street. Such uses must appear “residential” to differentiate this section of Sherman Street from uses in the Town Core and maintain the character of the neighborhood.

## Mixed Neighborhoods



### Maximum Density/Height

12 to 18 du/ac; 3 stories

### Primary Uses

Multifamily residential, townhomes, and duplexes

### Supporting Uses

Other residential uses, small-scale retail or commercial services, parks and recreational facilities, community gardens, and civic and government facilities

### Characteristics

- Mixed Neighborhoods provide for a range of housing types, particularly higher density types such as small multi-family buildings, quadplexes, triplexes, and townhomes.
- A range of supporting non-residential uses are also encouraged to provide services to residents of these and adjacent neighborhoods.



## Town Core



### Maximum Density/Height

12 to 18 du/ac; typically 3 stories or less, but may be taller in some instances

### Primary Uses

A diverse mix of retail, restaurants, lodging, and professional offices

### Supporting Uses

Civic and government facilities, parks and recreational facilities, and a range of residential uses

### Characteristics

- The Town Core is the commercial heart of Ridgway with a unique historic character, pedestrian-oriented development pattern, and vibrant mix of uses, including those oriented towards the community and tourists.
- Historic preservation and adaptive reuse of existing structures are a priority to maintain the historic character of this area. New development should respect the character of existing development.
- Residential uses are encouraged as supporting uses, particularly in the stories above commercial uses or as standalone multifamily buildings, townhomes, or attached single-family housing.
- Sidewalks, public art, lighting, street trees, and other streetscape enhancements are encouraged to improve the walkability and experience of pedestrians.

## Mixed Use Business



### Maximum Density/Height

12 to 18 du/ac; typically 3 stories or less, but may be taller in some instances

### Primary Uses

Retail stores, professional offices, commercial services, restaurants

### Supporting Uses

Parks and recreational facilities, civic and government facilities, higher density residential uses, and alternative energy installations

### Characteristics

- Mixed-Use Business areas are intended to support a range of commercial uses that serve residents and tourists.
- Developments within these areas are more auto-oriented than those found in the Town Core, but should still consider the needs of pedestrians and bicyclists in the overall design.
- Higher-density residential uses are encouraged, either above ground floor commercial uses or in standalone buildings, generally as part of a mixed-use development.

## Employment



### Maximum Density/Height

3 stories

### Primary Uses

Light manufacturing and fabrication, professional offices

### Supporting Uses

Storage and warehousing, wholesale retail, commercial services, alternative energy installations

### Characteristics

- Employment areas are intended to serve the employment needs of Ridgway, and accommodate creative industries and other entrepreneurial pursuits.
- Higher intensity uses within these areas should mitigate impacts on adjacent residential neighborhoods.

## Institutional



### Maximum Density/Height

N/A

### Primary Uses

Uses will vary depending on the facility and organization

### Supporting Uses

Housing for institutional employees

### Characteristics

- Includes current and future facilities owned and/or operated by the Town of Ridgway, Ouray County, Colorado Department of Transportation, Ridgway School District, San Miguel Power Authority, and other public or quasi-public institutions.



## Parks & Natural Lands



### Maximum Density/Height

N/A

### Primary Uses

Parks and recreational facilities, undeveloped natural land, passive outdoor recreation, and agriculture.

### Supporting Uses

Civic and government facilities and infrastructure.

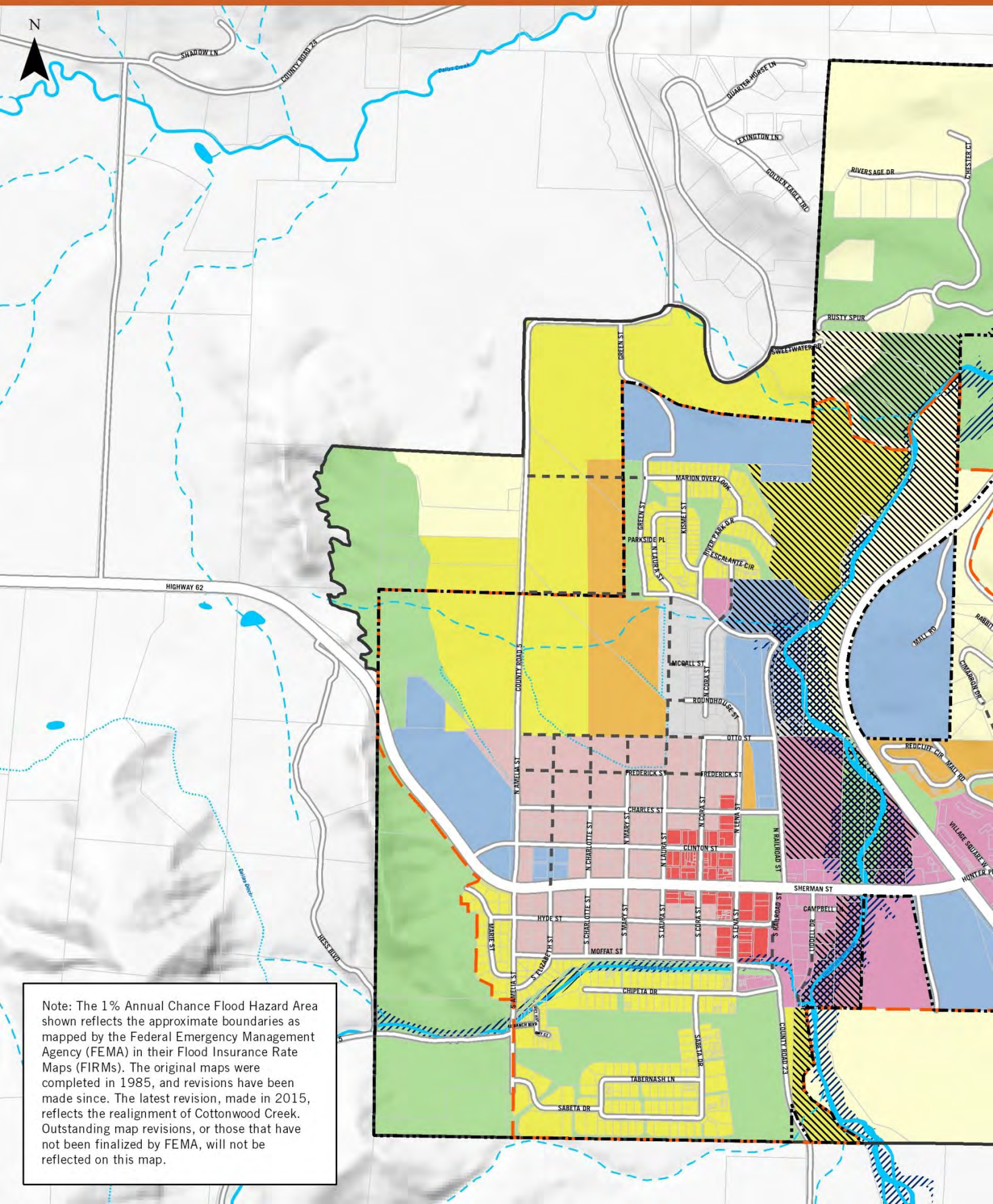
### Characteristics

- Private and public green spaces, including active park lands, Homeowners' Association (HOA) open spaces, and private lands held in conservation easements.
- May include natural resources or environmentally sensitive areas, such as wildlife habitat and corridors, steep slopes, floodplains, or scenic vistas.

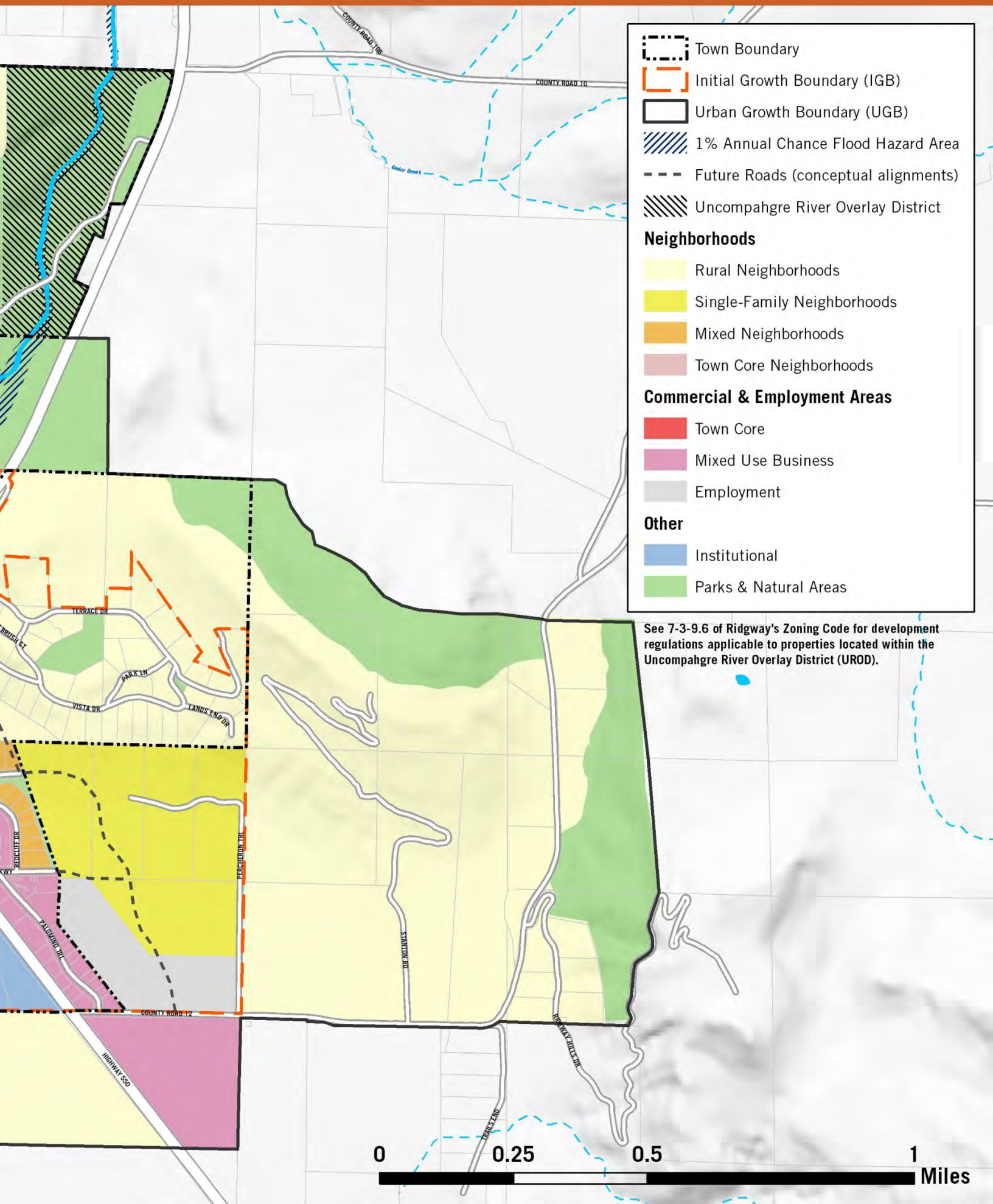
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# Future Land Use Map - Town of Ridgway















## PART V

# ACTION PLAN

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This chapter contains a comprehensive list of actions to help support the implementation of the Master Plan. It should be used as a tool to guide the preparation of annual Town Council strategic planning, Town department work programs, capital improvement planning, and the allocation of staff time and other Town resources. It should also be used as a reference for community partners interested in supporting plan implementation. Actions are organized by the five core values that serve as a framework for the Master Plan and the goals listed under each:

- Community Value 1: Healthy Natural Environment
- Community Value 2: Sense of Community and Inclusivity
- Community Value 3: Small Town Character and Identity
- Community Value 4: Vibrant and Balanced Economy
- Community Value 5: Well-Managed Growth

For each action listed, anticipated responsibilities, timing, and resources required are identified.



# IMPLEMENTATION ACTIONS

## Roles and Responsibilities

Town staff plays a critical role in helping to implement the Master Plan in the course of carrying out their regular duties. For each implementation action, the Town department responsible for leading the action and any supporting partners are listed. An overview of each department's regular duties is provided at right.

## Timing

Anticipated timeframes for completion of the implementation actions are as follows:

- **Short-term:** to be initiated within 1-3 years of the Master Plan's adoption
- **Medium-term:** to be initiated within 4-7 years of the Master Plan's adoption
- **Long-term:** to be initiated within 8-10 years of the Master Plan's adoption
- **Ongoing:** actions implemented by Town staff that continue over time

Actions may be implemented sooner than the timeframes identified here if the opportunity to do so arises (e.g., staffing or grant funding becomes available) or as community priorities change over the 10 to 20 year Master Plan horizon. Shaded actions indicate those that are already underway not including ongoing actions.

## Resources Required (RR)

The types of resources needed to implement each of the actions listed in this chapter are listed to inform preparation, planning, and budgeting for implementing the actions as well as to help Town staff and elected officials identify needs and gaps in the resources currently available. While the time commitment required for each action will vary, all actions will require Town staff time for completion or ongoing administration. Some of the actions (both those listed as ongoing, and those with shading)

### DUTIES OF TOWN DEPARTMENTS

- **Town Manager:** The Town Manager serves as the legislative liaison for the Council overseeing the administration and management of the Town in accordance with the policies determined by the Town Council.
- **Town Clerk:** The Town Clerk's office provides administrative support to the Town Council and Planning Commission and is responsible for other administrative tasks that support the function of the Town government.
- **Marshal:** The Marshal's Office provides general law enforcement to maintain public peace and safety; protect life and property and prevent crime.
- **Community Development:** The Community Development department consists of Planning, Building, as well as the Main Street, Space to Create, and Creative District initiatives. Together these divisions are responsible for development, land use, code enforcement, building permit reviews, and economic vitality efforts.
- **Public Works:** The Public Works Department is responsible for the operation, maintenance, repair, and long-term planning of the Town's infrastructure. This includes parks, water, sewer, streets, and more.

build on Town initiatives and efforts that are already underway.

Other types of resources that may be required to carry out the actions listed include:

- **Regional Collaboration (RC).** Actions to be implemented in partnership with others in the region, such as Ouray County, the City of Ouray, the Chamber of Commerce, the Ridgway School District. In some cases, actions will be initiated by the Town. In other cases, actions

reflect ongoing partnerships or initiatives that the Town is already engaged in.

- **Funding (F).** Actions that will require funding through the Town's General Fund and/or Capital Improvement Plan (CIP). Others will require outside support or other specialized services (e.g., through grants or other funding sources) to supplement staff time and expertise.
- **Public (P).** Actions that may include significant interaction with the public, workshops with Town Council/Planning Commission and/or the public, reviewing and adopting ordinances, public meetings, and other time from elected and appointed officials.



## Community Value 1: Healthy Natural Environment

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>GOAL ENV-1: Preserve, protect, and restore natural habitats, including for wildlife and ecosystems.</b>		
<b>Action ENV-1a:</b> Expand and maintain the Town's collection of GIS data related to the natural environment and wildlife, including habitat and migration corridors.	<b>Lead:</b> Community Development <b>Partners:</b> Colorado Parks and Wildlife, Colorado Natural Heritage Program	Short-term (F)
<b>Action ENV-1b:</b> Prioritize the conservation and preservation of community valued natural resources such as environmentally sensitive areas, view and wildlife corridors, riparian areas and wetlands, river corridor, natural filtration and storm water drainage areas.	<b>Lead:</b> Community Development <b>Partners:</b> Public Works, Ouray County, Colorado Parks and Wildlife, Community Partners	Ongoing (RC,F)
<b>Action ENV-1c:</b> Work with Land Trust organizations and other partners to identify opportunities for land preservation.	<b>Lead:</b> Community Development <b>Partners:</b> Ouray County, Land Trusts, private property owners	Ongoing (RC)
<b>Action ENV-1d:</b> Continue noxious weed management that balances the community's desires with available Town resources.	<b>Lead:</b> Public Works <b>Partners:</b> Ouray County, Uncompahgre Watershed Partnership	Ongoing (F,RC)
<b>GOAL ENV-2: Strengthen the Uncompahgre River corridor as a community asset and environmental resource.</b>		
<b>Action ENV-2a:</b> Coordinate with regional partners to identify and pursue sources of funding for the completion of the Uncompahgre RiverWay Trail from Montrose to Ouray.	<b>Lead:</b> Administration <b>Partners:</b> Ouray County, City of Ouray, Montrose County, City of Montrose, private property owners, CDOT	Long-term (RC)
<b>Action ENV-2b:</b> Continue to acquire property or easements along the Uncompahgre River using, among other strategies: <ul style="list-style-type: none"> <li>• Fee simple purchases;</li> <li>• Options to buy or rights of first refusal;</li> <li>• Land exchanges;</li> <li>• Donations;</li> <li>• Dedications; and</li> <li>• Partnerships with land trusts.</li> </ul>	<b>Lead:</b> Administration <b>Partners:</b> Public Works, Town Council, private property owners	Ongoing (F,P,RC)
<b>GOAL ENV-3: Proactively manage and protect Ridgway's water resources.</b>		
<b>Action ENV-3a:</b> Complete water supply analysis to better understand available water resources. Pursue identified priority opportunities.	<b>Lead:</b> Administration <b>Partners:</b> Public Works	Short-term (F)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Action ENV-3b:</b> Work with Ouray County to regulate uses or activities allowed within or adjacent to the Town's Source Water Protection Area to reduce the risk of pollution or other contaminants entering the Town's water supply and ensure the Town has access as needed.	<b>Lead:</b> Community Development <b>Partners:</b> Public Works, Ouray County, US Forest Service, private property owners	Short-term (RC)
<b>Action ENV-3c:</b> Update the Town's landscaping regulations to require low water usage landscaping or xeriscaping.	<b>Lead:</b> Community Development <b>Partners:</b> Public Works, Planning Commission	Short-term (F,P)
<b>Action ENV-3d:</b> Create and implement a master stormwater plan for the entire Town. Codify and or create standards and specifications for stormwater mitigation requirements for new development.	<b>Lead:</b> Public Works <b>Partners:</b> Private Property Owners, Developers	Short-term (P,F)
<b>Action ENV-3e:</b> Research and explore water conservation opportunities in follow up to the 2018 adoption of the Water Management and Conservation Plan and water rate increases. Codify regulations as appropriate.	<b>Lead:</b> Public Works	Short-term (P,F)
<b>Action ENV-3f:</b> Update regulations for shared utility taps and shared water meters.	<b>Lead:</b> Public Works	Short-term (P)
<b>Action ENV-3g:</b> Develop and roll out regulations to require and maintain grease traps to prevent sewer backups and facilitate the water treatment process.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development	Short-term (P)
<b>Action ENV-3h:</b> Provide the public with information on best practices for reducing stormwater pollution.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development, Community Partners	Medium-term
<b>Action ENV-3i:</b> Conduct a study on the Town's water system to identify and repair leaks or other issues that result in water being lost as it travels from the headgate to customers.	<b>Lead:</b> Public Works	Medium-term (F)
<b>Action ENV-3j:</b> Improve water quality by incorporating functional green infrastructure into the Town's stormwater drainage system where practical.	<b>Lead:</b> Public Works	Ongoing (F, P)
<b>Action ENV-3k:</b> Monitor the use of the Town's water resources and regularly report usage statistics to the public. Reports should compare usage/demand to available supplies.	<b>Lead:</b> Public Works <b>Partners:</b> Clerk's Office	Ongoing
<b>Action ENV-3l:</b> Regularly review the Town's water rate structure to ensure rates promote water conservation.	<b>Lead:</b> Public Works <b>Partners:</b> Administration, Town Council	Ongoing (P)



ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Goal ENV-4: Advocate for the efficient use of resources and sustainable practices that work to eliminate harmful impacts to the health of the community or natural environment.</b>		
<b>Action ENV-4a:</b> Update building codes and conduct outreach to the development community.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, community stakeholders	Short-term (P)
<b>Action ENV-4b:</b> Share radon mitigation information with the building community by disseminating information via training and electronic media.	<b>Lead:</b> Community Development <b>Partners:</b> Builders, Designers	Short-term
<b>Action ENV-4c:</b> Convert street lights where appropriate to LEDs.	<b>Lead:</b> Public Works <b>Partners:</b> SMPA	Long-term (F)
<b>Action ENV-4d:</b> Work to get more electric vehicle charging stations and encourage the use of alternative fuel vehicles.	<b>Lead:</b> Public Works <b>Partners:</b> SMPA, State of Colorado	Long-term (F)
<b>Action ENV-4e:</b> Support regional efforts to reduce greenhouse gas emissions and regional sustainability.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development, regional and local governments, SMPA, Sneffels Energy Board	Ongoing (RC)
<b>Action ENV-4f:</b> Continue to protect our dark skies as a valuable community resource.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Community Partners	Ongoing (P)
<b>GOAL ENV-5: Maintain a healthy and resilient community forest.</b>		
<b>Action ENV-5a:</b> Work to create a sustainable and reliable water supply in Cottonwood Creek.	<b>Lead:</b> Public Works	Short-term (F)
<b>Action ENV-5b:</b> Consider a tree ordinance that addresses the management, maintenance, protection, and/or replacement of trees.	<b>Lead:</b> Public Works <b>Partners:</b> Parks, Trails and Open Space Committee	Short-term (P)
<b>Action ENV-5c:</b> Continue to implement Ridgway's Community Forest Management Plan. Update the plan as needed.	<b>Lead:</b> Public Works <b>Partners:</b> Parks, Trails and Open Space Committee, Community Development, Colorado State University Forest Service	Ongoing (F)
<b>Action ENV-5d:</b> Support the Parks, Trails and Open Space Committee in their efforts toward monitoring and protecting Ridgway's community forest.	<b>Lead:</b> Public Works	Ongoing

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## Community Value 2: Sense of Community & Inclusivity

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Goal COM-1: Maintain Ridgway as a community that is accessible to a range of income levels, ages, and households.</b>		
<b>Action COM-1a:</b> Continue to plan, design, and construct Ridgway Space to Create to provide long-term affordable and workforce housing in Ridgway's downtown, in conjunction with State, regional, and local entities.	<b>Lead:</b> Administration, Community Development <b>Partners:</b> Space to Create Colorado, ArtSpace, DOLA, Town Council, regional partners	Short-term (F,P,RC)
<b>Action COM-1b:</b> Update Planned Unit Development Regulations to require community benefits—such as, but not limited to— the dedication of a portion of planned units to affordable or workforce housing.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Town Council, private property owners, developers	Short-term (P)
<b>Action COM-1c:</b> Update the Ridgway Municipal Code to promote housing affordability (i.e.: reducing lot size requirements, increasing allowed densities, and reducing parking requirements).	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission	Short-term (P,F)
<b>Action COM-1d:</b> Develop and consider adopting a policy on deed restriction language for affordable units.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission	Short-term (P)
<b>Action COM-1e:</b> Explore and pursue a variety of mechanisms to help fund affordable housing, including but not limited to: residential and commercial linkage policies that require paying a fee, constructing units, or other contributions to housing affordability for new development; real estate transfer tax (RETT); <sup>1</sup> use tax; lodging and occupancy taxes; dedication of a portion of marijuana tax revenue; and/or a potential mill levy.	<b>Lead:</b> Administration <b>Partners:</b> Community Development, Town Council, City of Ouray, Ouray County	Short-term (RC,P)
<b>Action COM-1f:</b> Develop and adopt guidelines or standards for universal design that encourage the use of design features or strategies that create housing that is usable by all people, particularly those with limited mobility.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Community Partners	Medium-term (P)

<sup>1</sup> See COM-1k. The use of Real Estate Transfer Taxes (RETT) is currently restricted and would require changes at the state level.

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Action COM-1g:</b> Provide development incentives, such as density bonuses, fee waivers, or others as appropriate, to encourage the construction of a variety housing sizes, types and prices.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Town Council	Medium-term (P,F)
<b>Action COM-1h:</b> Explore, in collaboration with Ouray County, the potential to allow for the construction of affordable and/or workforce housing in targeted areas outside the Urban Growth Boundary, provided it meets certain locational criteria and other provisions of the IGA, as adopted, if such an opportunity presents itself.	<b>Lead:</b> Administration <b>Partners:</b> Community Development, Town Council, Ouray County	Long-term (RC)
<b>Action COM-1i:</b> Track the location of deed restricted and other workforce housing in the community, including any units that are income restricted and their affordability expiration date. When units are set to expire, implement partnerships with the non-profit and private sectors to preserve the affordability of the unit.	<b>Lead:</b> Community Development <b>Partners:</b> Administration, Town Council, Community Partners	Ongoing
<b>Action COM-1j:</b> Apply for state funds and make residents aware of affordable housing resources, including but not limited to the State of Colorado Division of Housing and Community Development Block Grant Rehabilitation and Down-Payment Assistance programs through the Delta Housing Authority. <sup>2</sup>	<b>Lead:</b> Community Development <b>Partners:</b> Regional Housing Authorities, Ouray County	Ongoing
<b>Action COM-1k:</b> Collaborate with other jurisdictions in the region to inform state leadership (legislators and governor) of the significantly limited resources in the region and the need to develop state-level legislative solutions, such as removing existing restrictions on the use of real estate transfer tax (RETT) and/or removing rent control restrictions in state statute and funding a state trust fund.	<b>Lead:</b> Administration <b>Partners:</b> Town Council, Ouray County, City of Ouray, Region 10	Ongoing (RC,P)
<b>Action COM-1l:</b> Communicate the challenges, opportunities, and efforts regarding affordable and workforce housing in a positive and consistent manner.	<b>Lead:</b> Community Development <b>Partners:</b> Town Council, Planning Commission, all Town Departments, Community Partners	Ongoing

<sup>2</sup> The Delta Housing Authority offers a range of programs and resources to Ridgway and other Western Slope communities without dedicated Housing Authorities.



ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Action COM-1m:</b> Continue to collaborate with Ouray County and the City of Ouray on affordable housing, including establishing a goal for the creation of affordable housing units in the next 10 years.	<b>Lead:</b> Town Council <b>Partners:</b> Community Development, City of Ouray, Ouray County	Ongoing (RC)
<b>Goal COM-2: Encourage a diversity of housing options that meet the needs of residents.</b>		
<b>Action COM-2a:</b> Review and update the Town's zoning regulations as necessary to ensure desired housing types are defined and allowed in locations designated for residential uses by the Land Use Plan.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission	Short-term (P,F)
<b>Action COM-2b:</b> Review and update the Town's subdivision standards and PUD regulations to encourage/incentivize a mix of housing types in new neighborhoods and establish formal criteria for community benefits, such as affordable or workforce housing.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission	Short-term (P,F)
<b>Action COM-2c:</b> Study recent innovations in modular home and small home construction and revise land use and building codes to allow in appropriate locations.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Community Partners	Short-term (P)
<b>Action COM-2d:</b> Consider incorporating housing in future public building and facilities.	<b>Lead:</b> Administration <b>Partners:</b> Ridgway School District, Ouray County	Medium-term (RC)
<b>Action COM-2e:</b> Collaborate with regional partners to develop affordable housing units such as Habitat for Humanity of the San Juans.	<b>Lead:</b> Community Development <b>Partners:</b> Habitat for Humanity of the San Juans, Ouray County, Ridgway School District	Ongoing (RC,F,P)
<b>Goal COM-3: Encourage citizen participation and dialogue with elected and appointed officials and town administration in order to foster broad-based representation and input for all local government decisions.</b>		
<b>Action COM-3a:</b> Increase outreach on municipal elections with reminders, absentee ballot option, banners, among other efforts.	<b>Lead:</b> Clerk's Office <b>Partners:</b> Town Council	Ongoing
<b>Action COM-3b:</b> Expand community outreach and information sharing efforts.	<b>Lead:</b> Clerk's Office <b>Partners:</b> Town Council	Ongoing
<b>Goal COM-4: Strive to be a model for transparency, efficiency, and good governance.</b>		
<b>Action COM-4a:</b> Expand efforts on official record and electronic file organization.	<b>Lead:</b> Clerk's Office <b>Partners:</b> All Departments	Short-term
<b>Action COM-4b:</b> Acquire and utilize a new integrated software system for the Marshal's Office.	<b>Lead:</b> Marshal's Office	Short-term (F)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Action COM-4c:</b> Develop clear roles, expectations and guidelines for all Town volunteer groups and committees.	<b>Lead:</b> Community Development <b>Partners:</b> All Departments	Medium-term
<b>Action COM-4d:</b> Create and maintain succession plans for all Town Hall positions and standard operating procedures.	<b>Lead:</b> Administration <b>Partners:</b> All Departments	Medium-term
<b>Action COM-4e:</b> Include a progress report detailing implementation of the Master Plan as part of the annual strategic planning, capital improvement planning and budgeting process.	<b>Lead:</b> Administration <b>Partners:</b> All Town Departments	Ongoing
<b>Action COM-4f:</b> Continue to provide opportunities for residents to participate and provide feedback during applicable study and planning processes.	<b>Lead:</b> All Departments	Ongoing
<b>Action COM-4g:</b> Periodically review and update fee schedules for all of Town services, applications, fees, etc.	<b>Lead:</b> Administration <b>Partners:</b> All Departments	Ongoing (P)
<b>Action COM-4h:</b> Continue to evaluate and prioritize the annual Capital Outlay and the 5- and 10-year Capital Improvements Plan as part of the yearly budgeting process.	<b>Lead:</b> Administration <b>Partners:</b> Town Council, All Departments	Ongoing (F,P)
<b>Goal COM-5: Encourage a range of health, human, youth, senior and other community services in Ridgway.</b>		
<b>Action COM-5a:</b> In collaboration with local and regional organizations, seek to support the expansion of programming and community spaces for youth in the community, focusing in particular on evening programs, weekend programs, programs serving teens, and programs serving infants and toddlers.	<b>Lead:</b> Community Development <b>Partners:</b> Community Partners, Ridgway School District	Medium-term (RC)
<b>Action COM-5b:</b> Assess community needs related to seniors and an aging community and identify gaps in existing programs and services that Town services could address. Develop and implement an action plan to address gaps or other identified priorities.	<b>Lead:</b> Community Development <b>Partners:</b> Region 10, Ouray County, Community Partners	Long-term (F,RC)
<b>Action COM-5c:</b> Explore opportunities for mental health support and outreach.	<b>Lead:</b> Marshal's Office, Ridgway School District, Ouray County	Ongoing (F,RC)
<b>Goal COM-6: Support education and lifelong learning in our community.</b>		
<b>Action COM-6a:</b> Develop a "Local Government 101" presentation or series of presentations which introduce residents to the basic functions, services, and responsibilities of the Town of Ridgway and inspire participation in local government, particularly among those who might be interested in running for Town Council or joining a Town board or commission.	<b>Lead:</b> Clerk's Office <b>Partners:</b> All Town Departments	Short-term



ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Goal COM-7: Provide public safety and emergency response services to engage and protect the community.</b>		
<b>Action COM-7a:</b> Develop a set of metrics for the Marshal's Office, including call response times, to help track performance over time, and to understand when additional deputies or other staff may be needed to meet the needs of Ridgway as the community grows.	<b>Lead:</b> Marshal's Office <b>Partners:</b> Administration, Clerk's Office	Short-term
<b>Action COM-7b:</b> Monitor and improve traffic calming initiatives.	<b>Lead:</b> Marshal's Office	Short-term (F)
<b>Action COM-7c:</b> Develop and maintain a local emergency response and management plan, as well as a plan for the continuation of government operations during and following an emergency event.	<b>Lead:</b> Administration <b>Partners:</b> All Departments, Ouray County, City of Ouray, Ridgway School District, Community Partners	Short-term (RC)
<b>Action COM-7d:</b> Explore the feasibility and desirability of implementing new approaches to policing and community safety.	<b>Lead:</b> Marshal's Office <b>Partners:</b> Administration	Long-term (F,P)
<b>Action COM-7e:</b> Engage the community in identifying solutions for community identified public safety issues such as traffic, parking, bears, leashes, puffing, etc.	<b>Lead:</b> Marshal's Office <b>Partners:</b> Town Council	Ongoing (P)
<b>Action COM-7f:</b> Continue to participate, organize, and/or facilitate regional law enforcement trainings.	<b>Lead:</b> Marshal's Office	Ongoing (RC)

## Community Value 3: Small Town Character & Identity

ACTION ITEMS	RESPONSIBILITY	TIMING (RR)
<b>Goal CHR-1: Support vibrant, diverse, safe, and well-connected neighborhoods.</b>		
<b>Action CHR-1a:</b> Consider updating the Single Family Home Design Standards for residential infill and redevelopment to protect the character of these areas.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Ouray County Historical Society	Short-term (P)
<b>Action CHR-1b:</b> Work to prioritize, plan and construct a pedestrian and bicyclist underpass/overpass across Highway 550.	<b>Lead:</b> Administration <b>Partners:</b> CDOT, GVTPR, community partners, BLM, CPW, private property owners	Medium-term (RC,F,P)
<b>Action CHR-1c:</b> Review and update as needed the Town's subdivision regulations to ensure connectivity and public infrastructure requirements are aligned with the goals and policies of the Master Plan.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission	Medium-term (P)
<b>Action CHR-1d:</b> Address gaps or missing links in the town's bicycle and pedestrian network.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development	Ongoing (F)
<b>Goal CHR-2: Protect and preserve Ridgway's historic assets.</b>		
<b>Action CHR-2a:</b> Conduct a historic resources inventory to understand the location, distribution, and condition of historic resources in the community.	<b>Lead:</b> Community Development <b>Partners:</b> Ouray County, Ouray County Historical Society, State Historical Fund/History Colorado, Planning Commission, Colorado Main Street/DOLA	Medium-term (RC,F)
<b>Action CHR-2b:</b> Continue to explore the feasibility of becoming a Certified Local Government.	<b>Lead:</b> Community Development <b>Partners:</b> Town Council, History Colorado, Colorado Main Street/DOLA	Medium-term
<b>Action CHR-2c:</b> Create, distribute and promote educational or promotional materials that highlight historic resources.	<b>Lead:</b> Community Development	Medium-term
<b>Goal CHR-3: Promote Ridgway's identity as a ranching and agricultural community and preserve the rural character of landscapes surrounding Ridgway.</b>		
<b>Action CHR-3a:</b> Revise subdivision regulations and/or PUD regulations to encourage the retention of agricultural land or the incorporation of small-scale urban agriculture as community benefits where appropriate or desirable.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Ouray County Right to Farm Board	Short-term (P)



ACTION ITEMS	RESPONSIBILITY	TIMING (RR)
<b>Action CHR-3b:</b> Provide information to residents and visitors about ranching activities that periodically occur in and around Town, such as cattle drives, and how they can safely view such activities without creating hindrances to ranchers.	<b>Lead:</b> Clerk's Office <b>Partners:</b> Ouray County Right to Farm Board, Ouray County Ranch History Museum	Short-term
<b>Action CHR-3c:</b> Continue to honor our ranching heritage through the Creative District Program.	<b>Lead:</b> Community Development <b>Partners:</b> Community partners	Ongoing (RC,P)
<b>Action CHR-3d:</b> Continue to support events and activities such as the Ouray County Fair and Rodeo, 4-H programs, Skijoring competitions, and others that celebrate and help educate and inspire others about Ridgway's ranching heritage.	<b>Lead:</b> All Town Departments <b>Partners:</b> Community partners	Ongoing (F)
<b>Action CHR-3e:</b> Maintain IGA with the County to continue to protect surrounding rural lands.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Ouray County	Ongoing (RC,P)
<b>Action CHR-3f:</b> Continue to collaborate with neighboring ranching and agricultural operations to facilitate their interface with the town.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Ouray County, Community partners	Ongoing
<b>Action CHR-3g:</b> Consider annexing land for conservation and/or recreational purposes, should the opportunity arise.	<b>Lead:</b> Administration <b>Partners:</b> Community Development	Ongoing
<b>Goal CHR-4: Promote Ridgway's identity as a creative and innovative community where creative individuals and enterprises thrive.</b>		
<b>Action CHR-4a:</b> Continue to engage in creative placemaking that increases the vibrancy and quality of life for residents and visitors to town.	<b>Lead:</b> Community Development <b>Partners:</b> Public Works, PARC	Short-term (F)
<b>Action CHR-4b:</b> Continue to plan, design, and construct and activate spaces within the Ridgway Space to Create development that support Ridgway's creative individuals and enterprises.	<b>Lead:</b> Administration, Community Development <b>Partners:</b> Space to Create, ArtSpace, DOLA, Town Council, regional partners	Short-term (F, P, RC)
<b>Action CHR-4c:</b> Explore opportunities to activate underutilized spaces or buildings, with a particular emphasis on those in the Historic Town Core.	<b>Lead:</b> Community Development <b>Partners:</b> Ridgway Area Chamber of Commerce, Property owners	Medium-term (F)
<b>Action CHR-4d:</b> Generate promotional pieces that communicate the Ridgway Creative District's and Main Street Program's value to the community, objectives, and invite potential partnerships and collaboration.	<b>Lead:</b> Community Development <b>Partners:</b> Creative community, businesses, Ridgway Area Chamber of Commerce	Ongoing

ACTION ITEMS	RESPONSIBILITY	TIMING (RR)
<b>Action CHR-4e:</b> Cultivate activities with Creative District partners and collaborators that benefit the creative sector, encourage innovation, and increase the vitality of the community and economy.	<b>Lead:</b> Community Development <b>Partners:</b> RCD partners and collaborators	Ongoing (F)
<b>Action CHR-4f:</b> Continue to strengthen communication between the Creative District, the community, and District collaborators about the purposes and activities of the Creative District and the evolving priorities of the community for the District.	<b>Lead:</b> Community Development <b>Partners:</b> Creative District partners and collaborators	Ongoing (F)
<b>Action CHR-4g:</b> Take the lead on RCD and Main Street initiatives until such time as organizational capacity builds and other nonprofits can take on responsibility and budgeting for these initiatives.	<b>Lead:</b> Community Development	Ongoing (F)
<b>Goal CHR-5: Promote a range of opportunities and spaces for community gatherings and interactions.</b>		
This goal will be implemented through the application of accompanying policies.		
<b>Goal CHR-6: Maintain and enhance Ridgway's gateways, entry-corridors, and scenic vistas.</b>		
<b>Action CHR-6a:</b> Develop a gateway concept plan for Heritage Park, to address gaps left by departure of Railroad Museum assets, including funding options, and implementation phases.	<b>Lead:</b> Community Development <b>Partners:</b> Ridgway Area Chamber of Commerce, CO Main Street/DOLA, CO Tourism Office, Community partners	Short-term (F,P)
<b>Action CHR-6b:</b> Examine each community gateway to determine any defining features or characteristics that should be protected or considered when reviewing development applications in these areas.	<b>Lead:</b> Community Development <b>Partners:</b> Public Works	Long-term
<b>Action CHR-6c:</b> Revise the Town's zoning and development regulations to ensure new development or redevelopment preserves the existing or desired character of gateways.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission	Long-term (P,F)
<b>Goal CHR-7: Develop an interconnected system of parks, trails, open space, and recreational facilities that meets the needs of Ridgway's residents and visitors.</b>		
<b>Action CHR-7a:</b> Work with local, regional, state, and federal partners to promote recreational amenities within the Town and throughout Ouray County, including the collaborative development of outreach materials and mapping.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development, Ouray County, City of Ouray, Chamber of Commerce	Short-term (RC)
<b>Action CHR-7b:</b> Identify and work to address needed trail linkages and recreation paths that would expand access to existing and future parks, open spaces, public facilities and schools within the Town.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development	Short-term (F,P)



ACTION ITEMS	RESPONSIBILITY	TIMING (RR)
<b>Action CHR-7c:</b> Continue to work with the community to develop the Green Street Park plan, including the community garden.	<b>Lead:</b> Public Works <b>Partners:</b> Ridgway Community Garden, Parks, Trail and Open Space Committee	Short-term (F)
<b>Action CHR-7d:</b> Improve trails in Cottonwood Park.	<b>Lead:</b> Public Works	Short-term (F)
<b>Action CHR-7e:</b> Replace picnic tables town-wide in parks.	<b>Lead:</b> Public Works	Short-term (F)
<b>Action CHR-7f:</b> Create multi-purpose tennis and pickleball courts in the Athletic Park.	<b>Lead:</b> Public Works <b>Partners:</b> Ridgway Pickleball Club	Short-term (F)
<b>Action CHR-7g:</b> Identify opportunities for volunteers to take part in the care and management of the Town's parks such as an "Adopt a Park" program.	<b>Lead:</b> Public Works <b>Partners:</b> Administration, Community Partners, Parks, Trails and Open Space Committee	Medium-term
<b>Action CHR-7h:</b> Adopt development regulations that address the long-term management and financing of new parks, trails, open spaces and facilities, including but not limited to the acquisition and/or dedication of irrigation and water rights when possible and feasible.	<b>Lead:</b> Administration <b>Partners:</b> Public Works, Community Development, Town Council	Long-term (P)
<b>Action CHR-7i:</b> Establish and codify requirements for developing parks, trails, open spaces and amenities to ensure community spaces are compatible, appropriate, connected and have a plan for long-term maintenance.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development, Parks, Trails and Open Space Committee	Long-term (P)
<b>Action CHR-7j:</b> Explore the feasibility of forming a regional recreation district or similar special district with the City of Ouray and Ouray County.	<b>Lead:</b> Administration <b>Partners:</b> Public Works, City of Ouray, Ouray County	Long-term (RC,P)
<b>Action CHR-7k:</b> Analyze current use and demand for recreational facilities and amenities and identify priority projects.	<b>Lead:</b> Public Works <b>Partners:</b> Parks, Trails and Open Space Committee, Community Development, Town Council	Long-term (P)
<b>Action CHR-7l:</b> Provide continuing education and training of parks staff to assess and care for existing flora and trees in public parks for health and longevity, and plant new flora and trees accordingly to ensure long - term growth and healthy canopies.	<b>Lead:</b> Public Works	Ongoing (F)
<b>Action CHR-7m:</b> Continue to pursue outside funding, including grant opportunities, to supplement efforts for the acquisition, development, and maintenance of desired parks and recreation facilities and amenities.	<b>Lead:</b> Administration <b>Partners:</b> Public Works	Ongoing

## Community Value 4: Vibrant & Balanced Economy

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Goal ECO-1: Create a vibrant, diverse, and sustainable year-round local economy that reflects Ridgway's social fabric, values, and character.</b>		
<b>Action ECO-1a:</b> Update zoning regulations to support the implementation of broadband access in all new developments.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission	Short-term
<b>Action ECO-1b:</b> Continue to engage marketing partners in local government conversations, meetings and planning relative to sustainable tourism and shoulder season efforts, economic development, and supporting small businesses.	<b>Lead:</b> Community Development <b>Partners:</b> Ridgway Area Chamber of Commerce, Ouray Tourism Office, OEDIT	Medium-term (RC)
<b>Action ECO-1c:</b> Encourage innovative small business development and an entrepreneurship culture.	<b>Lead:</b> Community Development <b>Partners:</b> CO Main Street, OEDIT, Proximity Space, Southwest Innovation Corridor, School District	Medium-term (RC,F)
<b>Action ECO-1d:</b> Encourage entrepreneurial and learning opportunities for creative individuals and businesses so that they can economically thrive and continue to live in town.	<b>Lead:</b> Community Development <b>Partners:</b> OEDIT/CCI, Small Business Development Center	Ongoing (RC,F)
<b>Action ECO-1e:</b> Continue to improve a system to track the impact of Creative District and Main Street programs on town-wide revenues.	<b>Lead:</b> Clerk's Office <b>Partners:</b> Community Development	Ongoing
<b>Action ECO-1f:</b> Continue to collaborate with Region 10 on its Broadband Project on efforts to provide affordable access to broadband, including completion and management of a Carrier Neutral Location in Town and key linkage to anchor institutions. Encourage providers to complete last mile infrastructure.	<b>Lead:</b> Public Works <b>Partners:</b> Administration, ClearNetworkx, Deeply-Digital	Ongoing (RC)
<b>Goal ECO-2: Support the retention and expansion of local businesses.</b>		
<b>Action ECO-2a:</b> Continue to assess the value of establishing a system for business licensing to better track business retention, transitions, and closures, implementing this as indicated.	<b>Lead:</b> Community Development <b>Partners:</b> Clerk's Office, Chamber of Commerce, Businesses	Short-term
<b>Action ECO-2b:</b> Strengthen the Town zoning code to support industrial and commercial uses in appropriate zones.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission	Short-term (P)



ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Action ECO-2c:</b> Engage the business community to review development regulations as they apply to light industrial development in future locations.	<b>Lead:</b> Community Development <b>Partners:</b> Public Works, Light Industrial businesses	Long-term (P)
<b>Action ECO-2d:</b> Engage local businesses and employers to better understand and respond to local economic conditions, space needs, or similar issues.	<b>Lead:</b> Community Development <b>Partners:</b> Chamber of Commerce	Ongoing
<b>Goal ECO-3: Balance the need to preserve quality of life for residents with the needs of tourists and visitors.</b>		
<b>Action ECO-3a:</b> Work with the community to identify mechanisms to improve food accessibility.	<b>Lead:</b> Community Development <b>Partners:</b> Community partners	Medium-term (RC)
<b>Action ECO-3b:</b> Identify gaps in the local economy envisioned to meet the needs of local residents.	<b>Lead:</b> Community Development <b>Partners:</b> Chamber of Commerce	Ongoing (F)
<b>Action ECO-3c:</b> Incorporate creative and innovative approaches to community improvements to engage visitors in a way that also meets the needs of the community.	<b>Lead:</b> Community Development <b>Partners:</b> Chamber of Commerce	Ongoing (F)

## Community Value 5: Well- Managed Growth

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Goal GRO-1: Manage growth and development in order to maintain Ridgway's small town character, support a diverse community, and create employment opportunities.</b>		
<b>Action GRO-1a:</b> Update the Town's zoning code and map, as needed, to align with the Master Plan.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Town Council	Short-term (P,F)
<b>Action GRO-1b:</b> Evaluate the desirability of creating an incentive system whereby developers and property owners are given density, height, or other bonuses in exchange for community benefits, such as affordable housing. Codify the incentive system if found desirable.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Town Council	Short-term (P)
<b>Action GRO-1c:</b> Review and update the Town's Planned Unit Development and Subdivision Regulations to ensure economic impacts, service demands, compatibility, connectivity, and community enhancements are considered, and to ensure both support the vision and goals of this Master Plan.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Town Council	Medium-term (P,F)
<b>Action GRO-1d:</b> Consider revising the Commercial Design Guidelines to provide clearer guidance on design related issues, such as transitions between incompatible land uses or development densities. Codify applicable guidelines where desired.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission	Long-term (P)
<b>Action GRO-1e:</b> In collaboration with Ouray County, periodically review and update, as needed, the Town's IGA with the County to ensure it supports the vision and goals of this Master Plan.	<b>Lead:</b> Community Development <b>Partners:</b> Town Council, Ouray County	Ongoing (RC,P)
<b>Action GRO-1f:</b> Continue to monitor development activity and trends in Ridgway to evaluate how well new growth is meeting the community's vision as set forth in this Master Plan. Consider amendments to the Master Plan or the addition of new implementation actions if needed.	<b>Lead:</b> Community Development <b>Partners:</b> Clerk's Office	Ongoing
<b>Action GRO-1g:</b> Track the location and uses allowed on vacant parcels in the community to ensure Ridgway maintains a land supply adequate to meet its future housing, employment, and commercial needs.	<b>Lead:</b> Community Development	Ongoing (F)



ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Goal GRO-2: Ensure public infrastructure, utilities, facilities, and services are sufficient to meet the needs of residents and businesses as the town grows.</b>		
<b>Action GRO-2a:</b> Develop operational plans for all infrastructure systems in Ridgway detailing the Town's intended approach to maintenance, operation, and expansion of systems and facilities over time.	<b>Lead:</b> Public Works	Short-term
<b>Action GRO-2b:</b> Review and update the Town code's regulations regarding adequate water supply for new development.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development	Short-term (P)
<b>Action GRO-2c:</b> Develop and maintain the water and sewer utility systems GIS database.	<b>Lead:</b> Public Works	Short-term (F)
<b>Action GRO-2d:</b> Pursue IGAs with other local districts or agencies as may be appropriate to assure that new development does not burden their service delivery capacities or place additional costs on existing residents.	<b>Lead:</b> Public Works <b>Partners:</b> Administration	Ongoing (RC)
<b>Action GRO-2e:</b> Pursue potential funding/revenue sources to support the incremental expansion of the Town's Water and Wastewater System.	<b>Lead:</b> Public Works <b>Partners:</b> Administration	Ongoing
<b>Action GRO-2f:</b> Regularly monitor existing infrastructure and ensure that improvements needed to maintain Town systems are appropriately conveyed, budgeted and completed. Establish regulations as needed to protect town infrastructure.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development	Ongoing (F)
<b>Action GRO-2g:</b> Monitor available infrastructure capacity in the context of growth trends, particularly at the Town's water and wastewater treatment facilities, to understand how much residential and non-residential development could be accommodated and when upgrades might be needed.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development	Ongoing (F)
<b>Goal GRO-3: Proactively mitigate natural and human-made hazards and plan for a resilient community.</b>		
<b>Action GRO-3a:</b> Identify and secure a secondary interconnection for any interruption in the Town's water supply.	<b>Lead:</b> Administration	Short-term (F)
<b>Action GRO-3b:</b> Define "steep slopes" in the development code, and develop regulations that detail the conditions and performance standards under which such development may be evaluated.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission	Long-term (P)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Action GRO-3c:</b> Work with area partners to implement and update local, regional or statewide hazard mitigation planning efforts, as adopted.	<b>Lead:</b> Administration <b>Partners:</b> Ouray County, All Departments	Long-term (RC,F)
<b>Action GRO-3d:</b> Maintain a contingency plan in case of an emergency that threatens or disrupts the community water supply.	<b>Lead:</b> Administration <b>Partners:</b> Public Works	Ongoing (P,F, RC)
<b>Action GRO-3e:</b> Continue to evaluate Town infrastructure and critical facilities to determine what values are at risk from hazards. Identify opportunities to introduce redundancies into infrastructure systems.	<b>Lead:</b> Public Works <b>Partners:</b> San Miguel Power Association, Ouray County, CDOT, Black Hills Energy	Ongoing (RC)
<b>Action GRO-3f:</b> Work with FEMA and Ouray County to maintain up-to-date maps of the 100-year floodplain and floodway along all waterways flowing through Ridgway.	<b>Lead:</b> Administration <b>Partners:</b> Community Development, FEMA, Ouray County	Ongoing (RC)
<b>Goal GRO-4: Develop a safe and efficient multi-modal transportation system, balancing the needs of all users.</b>		
<b>Action GRO-4a:</b> Update Town specifications and engineering standards to incorporate ADA guidelines and standards for the design of sidewalks and other pedestrian facilities.	<b>Lead:</b> Public Works	Short-term (P,F)
<b>Action GRO-4b:</b> Establish pedestrian trail connections along Railroad Street to the south of Highway 62 in a manner that will connect Regional Athletic Park with the center of Town.	<b>Lead:</b> Public Works <b>Partners:</b> Ouray County, Community Partners	Short-term (F)
<b>Action GRO-4c:</b> Add high visibility striping and bicycle symbols to existing bike lanes with greater frequency to make lanes more visible and easily identifiable.	<b>Lead:</b> Public Works <b>Partners:</b> CDOT, Ouray County	Medium-term (F)
<b>Action GRO-4d:</b> Update subdivision requirements for streets to include bike lanes where appropriate.	<b>Lead:</b> Community Development <b>Partners:</b> Planning Commission, Town Council	Medium-term (P)
<b>Action GRO-4e:</b> Explore the feasibility of establishing a Town-wide sidewalk district.	<b>Lead:</b> Administration <b>Partners:</b> Public Works, Town Council	Long-term (P)
<b>Action GRO-4f:</b> Establish parameters to guide the repair, reconstruction, and use of the Town's roadways, balancing the desire to safely accommodate multiple functions and modes with maintenance, community character, and air quality objectives.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development	Long-term (F)



ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Action GRO-4g:</b> Identify opportunities for adding sidewalks and bicycle lanes on existing roadways and establish a plan for implementation. This includes, but is not limited to, connections between the secondary and elementary schools and to other recognized pedestrian routes.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development, Administration, Community Partners	Long-term (F,P)
<b>Action GRO-4h:</b> Continue to work with state and regional partners to explore the feasibility of expanding the frequency of regional transit service and potentially establishing localized shuttles between Ridgway, Telluride, Montrose, Ouray, and points beyond. Also work to develop a park and ride facility in Ridgway.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development, CDOT, Regional Partners	Ongoing (RC)
<b>Action GRO-4i:</b> Monitor and implement specific road improvement projects and control measures, including striping, bulb-outs, walk signals, and other improvements which enhance traffic flow and pedestrian and bicyclists safety.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development, Marshal's Office	Ongoing (F)
<b>Action GRO-4j:</b> Reevaluate street classification, such as arterial, collector and local streets, as development occurs. Maintain appropriate design standards and traffic speeds accordingly.	<b>Lead:</b> Public Works <b>Partners:</b> CDOT, Community Development	Ongoing
<b>Action GRO-4k:</b> Explore the feasibility of alternatives to the current stoplight at Highway 550 and Highway 62 to improve pedestrian and bicycle connectivity and safety and enhance the character of the community gateway.	<b>Lead:</b> Public Works <b>Partners:</b> CDOT, Community Development	Ongoing
<b>Goal GRO-5: Use Ridgway's parking resources efficiently.</b>		
<b>Action GRO-5a:</b> Educate downtown employees about the best places to park in order to free up nearby customer parking and implement other education recommendations per 2018 Parking Assessment recommendations.	<b>Lead:</b> Community Development <b>Partners:</b> Local Businesses, Ridgway Area Chamber of Commerce	Short-term
<b>Action GRO-5b:</b> Prioritize and implement event parking recommendations from the 2018 Parking Assessment.	<b>Lead:</b> Clerk's Office <b>Partners:</b> Community Partners	Short-term (F)
<b>Action GRO-5c:</b> Revise the zoning code parking requirements for residential and lodging uses in the Historic Business district.	<b>Lead:</b> Community Development <b>Partners:</b> Public Works, Planning Commission	Medium-term (P)
<b>Action GRO-5d:</b> If lack of turnover becomes a larger concern, evaluate the potential need to limit parking to 2-hours along Clinton and Lena Street and in other hubs of activity.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development, local businesses	Medium-term (F)

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>Action GRO-5e:</b> Add universally recognized parking directional signage as recommended in 2018 Parking Assessment.	<b>Lead:</b> Community Development <b>Partners:</b> Public Works	Medium-term (F)
<b>Action GRO-5f:</b> Consider striping and adding signage to unmarked parking areas, particularly areas that can accommodate diagonal and motorcycle parking, as parking demand increases with growth.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development	Long-term (F)
<b>Action GRO-5g:</b> Prioritize and implement new ADA public parking spaces as recommended in the 2018 Parking Assessment.	<b>Lead:</b> Public Works <b>Partners:</b> Community Development	Long-term (F)
<b>Action GRO-5h:</b> Periodically update the 2018 Parking Assessment, or applicable sections to analyze how parking resources are meeting demand.	<b>Lead:</b> Community Development	Ongoing (F)



## ***The Beautiful Finale?***

*a live-scribe poem by Adrian H Molina*

Excitement builds.  
The hopeful and skeptical gather.  
Smiles, handshakes and eye rolls—  
Political landscapes. Democracy matters.

Insiders. / Outsiders.  
Bridges. / Dividers.  
Familiar Patterns. / Outliers.  
The land reflects it all.

Little walls fall. Breath. Poetry.  
Surveys. Trivia. “Bear with me.”

Projected growth is lower than we had all  
thought!  
For the town... WAIT.  
Shhhhhiiiiiee...oooouuut! The region size could  
double?!  
Trouble.

Upturns. / Downturns.  
Backspins. / U-turns.  
You can look around  
and see all the wheels turn:

questions burning,  
calculations,  
transformations—What do you want?

New roads. Walking trails. Bike paths.  
Parking. Healthy food. Recreation.  
And Space to Create fill the collective  
imagination.

But, “Who is missing from the conversation?”  
Who notices?  
Who has reservations?

How might the conversation about jobs,  
housing, services, and transportation change  
if *they* were here?

(Questions to follow up on.)

For now, play the role.  
Dream BIG. Before the authority  
comes to scale dreams down to size.  
They always come. They take big bites.  
And some pay with their lives.

“But this is just an exercise,” right?

Until it gets real. Wheh! “It’s getting real.”  
“Where are the comedians?” Why didn’t we  
bring the circus? Work with us. “If they try to  
bring Home Depot we’ll either burn it down or  
stamp ’N.F.W. in the ground”  
(Resident’s quotes).

Let’s talk vision: *Ridgway is a welcoming,  
community-minded rural small town  
situated in a beautiful mountain valley...*  
“and it’s going to stay that way!”

Can I get a witness?!  
How about a handclap??

Switch gears. Change clothes.  
Deep breath. Go.  
Who, again, are we missing from this  
conversation?

“The animals.”  
“The water.”  
“The youth.”  
“The poor.”

The eccentrics who quite fit the mold—  
(“Screw the mold.”)

And closing questions from the floor:

How do we set the table for honest and  
authentic inclusion?

What is the tradeoff when we let the money  
talk?

When do we as community walk?  
(away... and forward, not back)

And will the leadership have our back?

You can answer with a clicker and one eye  
closed but the questions open doors—

a fitting dark sky place to end  
as Ridgway opens up a star portal  
and the next adventure begins.





TOWN OF RIDGWAY  
PO Box 10 | 201 N. Railroad Street  
Ridgway, Colorado 81432





Presentation from  
PC 4.30.19 and TC  
5.8.19

# Town of Ridgway Master Plan

April 30, 2019



# PROCESS OVERVIEW





# The Planning Process



# Opportunities for Input

June 2018 – April 2019

- **Steering Committee Meetings**
- **3 Online Surveys**
- **Focus Groups**
- **Intercepts at Community Events and Activities**
- **In-person Community Events**
- **Student/Youth Outreach**
- **Planning Commission and Town Council updates**





# PLAN OVERVIEW



# Plan Organization

## Part II: Community Vision and Values

**Describes what we value about Ridgway today and the type of community we'd like create in the future**

## Part III: Goals and Policies

**Establishes a policy framework that defines what we'll need to aim for to achieve our vision**

## Part IV: Growth Framework

**Provides guidance on where and how Ridgway will grow**

## Part V: Action Plan

**Outlines specific strategies or actions to implement the Master Plan**



# Community Vision

*Ridgway is a vibrant, welcoming, and community-minded small town situated in a beautiful mountain valley. We are diverse in age, background, and economic means. We share a deep connection to the outdoors, the lifelong pursuit of learning, and our railroad, ranching, and creative cultures. We are committed to being economically and ecologically sustainable.*



# Community Values



**Healthy Natural Environment**



**Sense of Community & Inclusivity**



**Small Town Character & Identity**



**Vibrant & Balanced Economy**



**Well-Managed Growth**



## Community Value 1:

# Healthy Natural Environment



### Goals and policies address:

- Preservation of natural habitats and ecosystems
- Conservation of open space and ranch lands
- Sustainable development practices
- Access to and protection of the Uncompahgre River corridor
- Community forest management
- Climate adaptation
- Source-water protection
- Air quality protection

## Community Value 2:

# Sense of Community & Inclusivity



### Goals and policies address:

- Diverse housing options
- Inclusive governance and community engagement
- Lifelong learning
- Accessible community services
- Aging in place
- Public safety



## Community Value 2:

# Sense of Community & Inclusivity



### A few of the Workforce and Affordable Housing Strategies:

- Continue to plan, design, and construct Ridgway Space to Create
- Update PUD regulations to require community benefits—such as the dedication of a portion of planned units to affordable or workforce housing
- Update Ridgway's code to promote housing affordability
- Develop and consider adopting a policy on deed restriction language for affordable units
- Explore and pursue a variety of mechanisms to help fund affordable housing

## Community Value 3:

# Small Town Character & Identity



### Goals and policies address:

- Livable neighborhoods
- Creativity and innovation
- Agriculture and ranching
- Community events and activities
- Pedestrian and bicycle connections
- Parks and recreation
- Historic preservation



## Community Value 4:

# Vibrant & Balanced Economy



### Goals and policies address:

- A diversified economy
- Ranching and agriculture
- Local businesses/  
manufacturing/services
- Outdoor recreation industry
- Creative industries and innovation
- Tourism
- Home-based entrepreneurs
- A mobile workforce

# Community Value 5: Well-Managed Growth



## Goals and policies address:

- Infrastructure provision
- Water supply
- Growth management
- Hazard mitigation
- Regional coordination
- Transportation
- Land use



# GROWTH FRAMEWORK



# Quick Facts\*



2016 Population: **1,016**

2050 Population Estimate:  
**1,170-1,730**

New units built between  
2000 and 2008: **239**

New units built between  
2009 and 2017: **67**

Ultimate buildout capacity:  
**1,061-2,160 new units**

\*Sources: Town of Ridgway, Colorado Department of Local Affairs, Ouray County Assessor, Clarion Associates

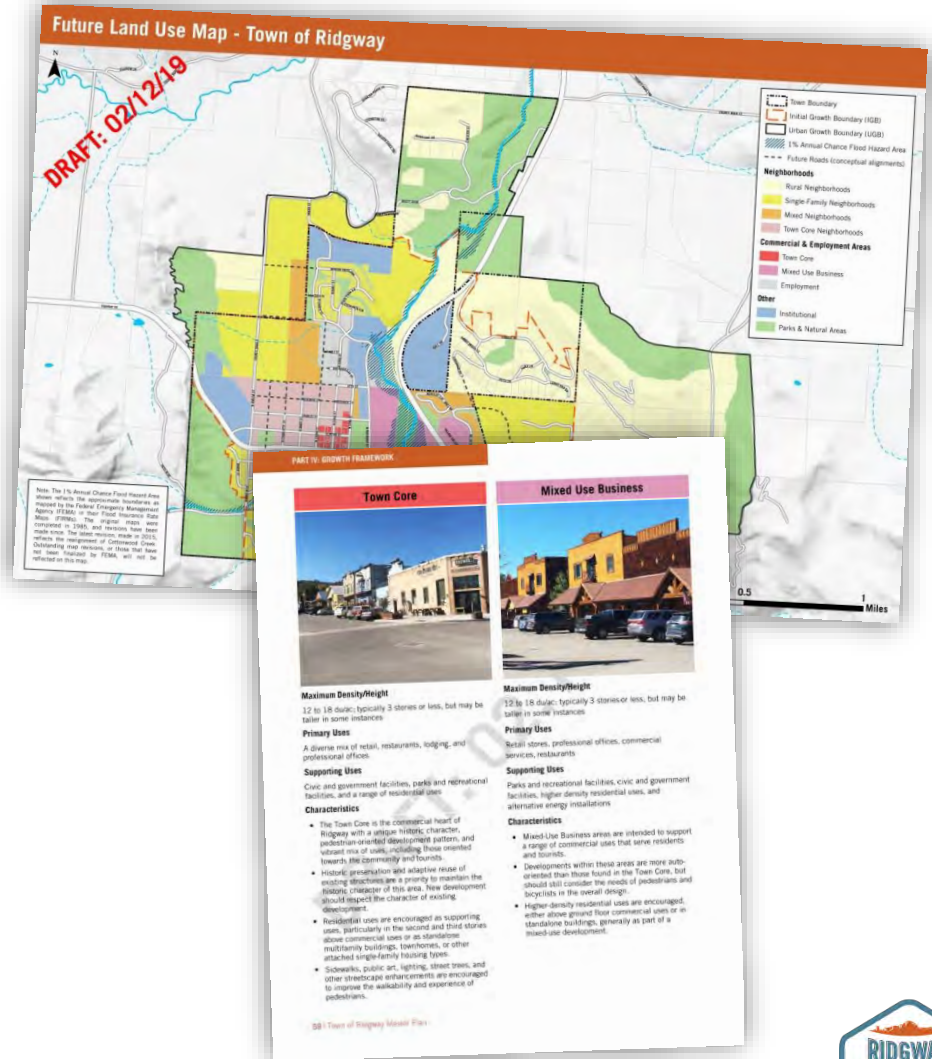




# Role of the Growth Framework

Used as a tool to guide decisions related to...

- Location, timing, and types of future growth
- Future infrastructure investments
- Zoning and subdivision regulations
- Annexation requests
- Coordination with Ouray County



# Factors Influencing Growth



- **Existing development patterns and entitlements**
- **Availability of infrastructure and services**
- **External variables...**
  - Regional growth
  - Market demand and supply
  - Environmental constraints
  - Availability of jobs and housing
  - And many others...
- **Growth Management Tools**
  - Ridgway-Ouray County IGA
  - Annexation policy

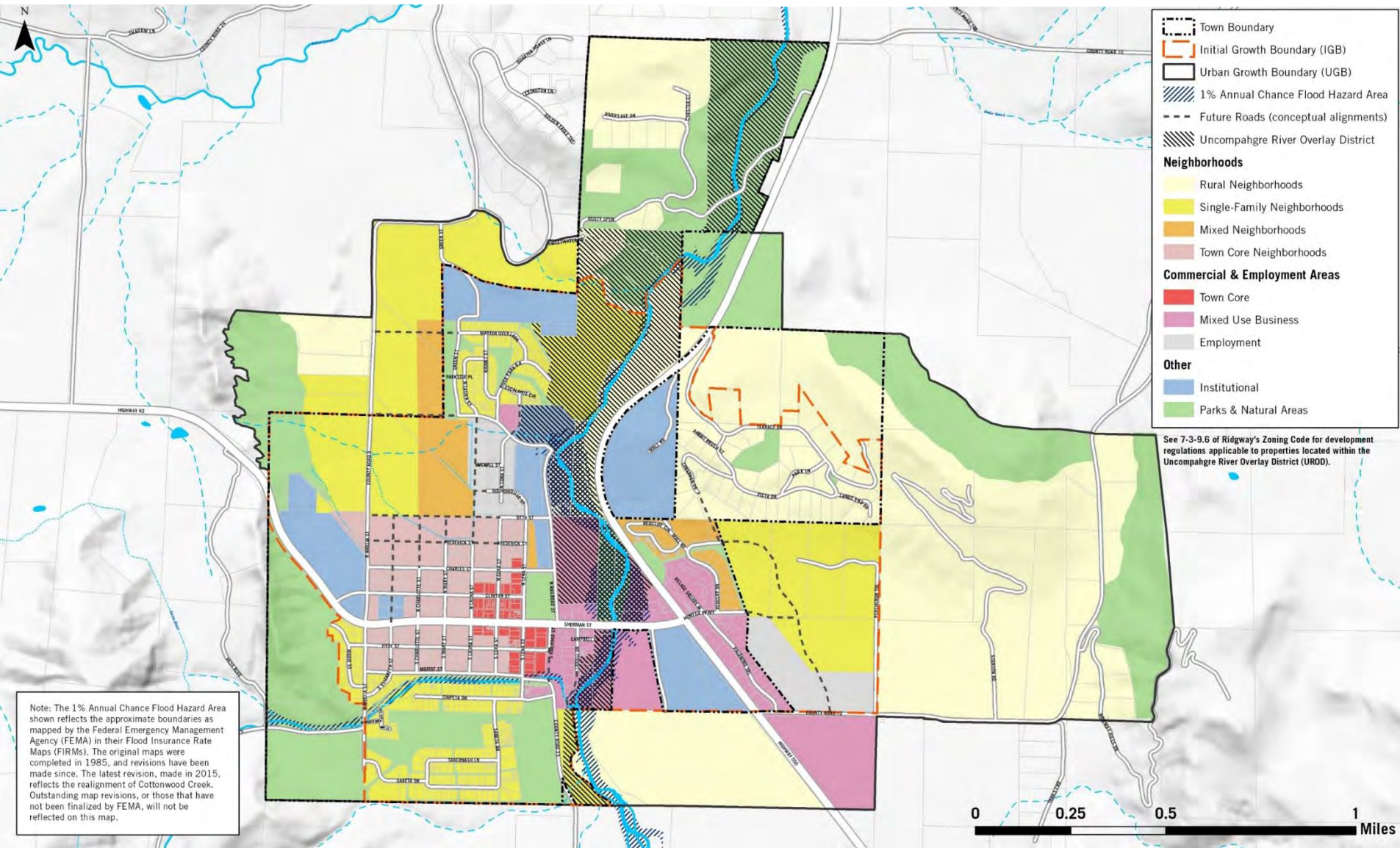


# Key Objectives



- Encourage **infill and redevelopment**
- **Grow in an orderly pattern** outward from the existing town core
- Accommodate **diverse housing** options
- Support **sustainable development practices**
- Plan for a **balanced mix of uses** that allows more residents the ability to live and work in Ridgway
- Protect the **natural resources** and **visual qualities** that make Ridgway unique

# Future Land Use Plan





# Action Plan

## 1. Community Value

## 2. Goal

## 3. Action Items

### Community Value 1: Healthy Natural Environment

ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>GOAL ENV-1: Preserve, protect, and restore natural habitats, including for wildlife and ecosystems.</b>		
<b>Action ENV-1a:</b> Expand and maintain the Town's collection of GIS data related to the natural environment and wildlife, including habitat and migration corridors.	<b>Lead:</b> Community Development <b>Partners:</b> Colorado Parks and Wildlife, Colorado Natural Heritage Program	Short-term (F)
<b>Action ENV-1b:</b> Prioritize the conservation and preservation of community valued natural resources such as environmentally sensitive areas, view and wildlife corridors, riparian areas and wetlands, river corridor, natural filtration and storm water drainage areas.	<b>Lead:</b> Community Development <b>Partners:</b> Public Works, Ouray County, Colorado Parks and Wildlife, Community Partners	Ongoing (RC, F)
<b>Action ENV-1c:</b> Work with Land Trust organizations and other partners to identify opportunities for land preservation.	<b>Lead:</b> Community Development <b>Partners:</b> Ouray County, Land Trusts, private property owners	Ongoing (RC)
<b>Action ENV-1d:</b> Continue noxious weed management that balances the community's desires with available Town resources.	<b>Lead:</b> Public Works <b>Partners:</b> Ouray County, Uncompahgre Watershed Partnership	Ongoing (F, RC)
<b>GOAL ENV-2: Strengthen the Uncompahgre River corridor as a community asset and environmental resource.</b>		
<b>Action ENV-2a:</b> Coordinate with regional partners to identify and pursue sources of funding for the completion of the Uncompahgre RiverWay Trail from Montrose to Ouray.	<b>Lead:</b> Administration <b>Partners:</b> Ouray County, City of Ouray, Montrose County, City of Montrose, private property owners, CDOT	Long-term (RC)

# Action Plan

## Action Item

- Policies and programs
- Public improvements
- Partnerships

## Responsibility

- Lead
- Partners

Community Value 1: Healthy Natural Environment		
ACTION ITEM	RESPONSIBILITY	TIMING (RR)
<b>GOAL ENV-1: Preserve, protect, and restore natural habitats, including for wildlife and ecosystems.</b>		
<b>Action ENV-1a:</b> Expand and maintain the town's collection of GIS data related to the natural environment and wildlife, including habitat and migration corridors.	<b>Lead:</b> Community Development <b>Partners:</b> Colorado Parks and Wildlife, Colorado Natural Heritage Program	Short-term (F)
<b>Action ENV-1b:</b> Prioritize the conservation and preservation of community valued natural resources such as environmentally sensitive areas, view and wildlife corridors, riparian areas and wetlands, river corridor, natural filtration and storm water drainage areas.	<b>Lead:</b> Community Development <b>Partners:</b> Public Works, Ouray County, Colorado Parks and Wildlife, Community Partners	Ongoing (RC, F)
<b>Action ENV-1c:</b> Work with Land Trust organizations and other partners to identify opportunities for land preservation.	<b>Lead:</b> Community Development <b>Partners:</b> Ouray County, Land Trusts, private property owners	Ongoing (RC)
<b>Action ENV-1d:</b> Continue noxious weed management that balances the community's desires with available Town resources.	<b>Lead:</b> Public Works <b>Partners:</b> Ouray County, Uncompahgre Watershed Partnership	Ongoing (F, RC)
<b>GOAL ENV-2: Strengthen the Uncompahgre River corridor as a community asset and environmental resource.</b>		
<b>Action ENV-2a:</b> Coordinate with regional partners to identify and pursue sources of funding for the completion of the Uncompahgre RiverWay Trail from Montrose to Ouray.	<b>Lead:</b> Administration <b>Partners:</b> Ouray County, City of Ouray, Montrose County, City of Montrose, private property owners, CDOT	Long-term (RC)

## Timing

- Short-term
- Medium-term
- Long-term
- Ongoing

## Resources Required

- Funding
- Regional collaboration
- Public



# Next Steps

- **Town Council - May 8**
- **MP outreach document in the works to familiarize the community**
- **Use by elected and appointed officials**
- **Implementation of the MP**

# Questions, Comments, and Discussion





# NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Ridgway Planning Commission will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on Tuesday, May 28<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:** Minor Subdivision

**Location:** Solar Ranches Filing 1, Lot 39

**Address:** 520 Chipeta Drive

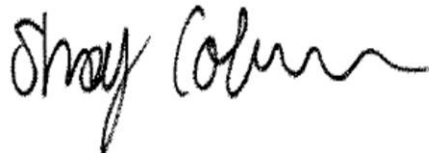
**Zoned:** Residential (R)

**Applicants:** Paula James and Don Rogers

**Property Owners:** Paula James and Don Rogers

**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: May 15, 2019

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Shay Coburn, Town Planner



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

Official Use Only

Receipt # **CK 2773 + CK 2640**

Date Received: **4-25-19**

Initials: **PC**

## Planning Commission Hearing Request

### General Information

Applicant Name Paula James and Don Rogers Application Date \_\_\_\_\_  
Mailing Address 620 Saheta Drive Ridgway CO 81432  
Phone Number 970-316-1792 Email pajames2222@gmail.com  
Owner Name Paula James + Don Rogers  
Phone Number 970-316-1792 Email pajames2222@gmail.com  
Address of Property for Hearing 520 Saheta Drive  
Zoning District \_\_\_\_\_

### 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 checked="" type="checkbox"/> Subdivision 7-4 |
| <input type="checkbox"/> Change in Nonconforming Use 7-3-15                   | <input type="checkbox"/> Other _____                |

### Brief Description of Requested Action

partition a duplex into 2 separate properties

### Required Fee Payable to the Town of Ridgway

Temporary Use Permit	\$100.00	<b>Subdivisions</b>	
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.

*Paula James* *11/11/12*

Applicant Signature

Date

*Paula James* *11/11/12*

Owner Signature

Date



TOWN OF RIDGWAY, COLORADO  
ACKNOWLEDGMENT OF FEES AND COSTS

Paula James ("Applicant") and Donald James Rogers ("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 16th day of April, 2019.

APPLICANT:

By: Donald Rogers + Paula James

Donald Rogers + Paula James, authorized signer  
(print name)

PROPERTY OWNER:

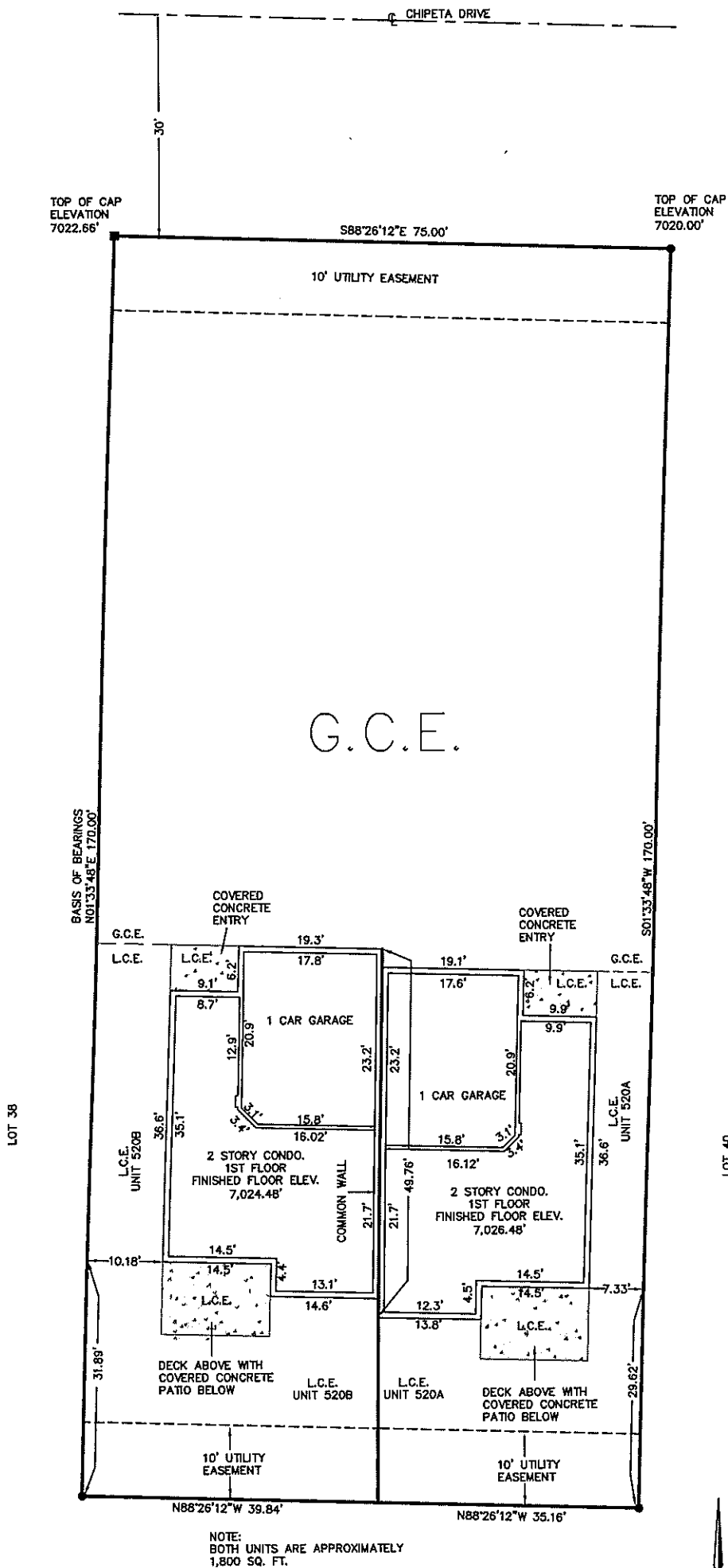
By: Paula James +

Paula James + Don Rogers, authorized signer  
(print name)

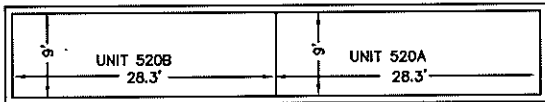


# CHIPETA HOUSE CONDOMINIUMS

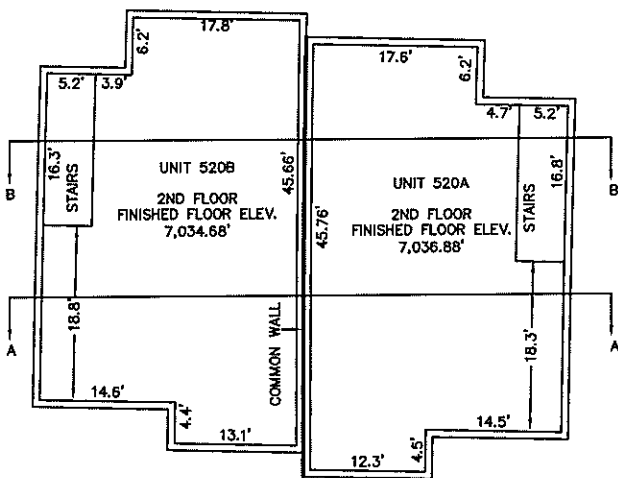
A CONDOMINIUM MAP AND SUBDIVISION OF LOT 39, SOLAR RANCHES PUD FILING NO. 1  
TOWN OF RIDGWAY, OURAY COUNTY, COLORADO



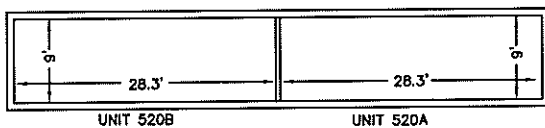
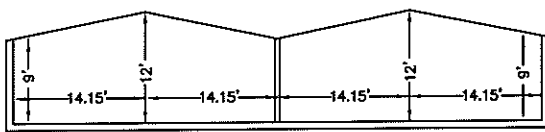
FIRST FLOOR ELEVATION VIEW



SECOND FLOOR



SECOND FLOOR ELEVATION VIEW



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

Lot 39 Filing No. 1, Solar Ranches, Ridgway, Colorado

Have by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name of CHIPETA HOUSE CONDOMINIUMS.

Private easements are reserved or conveyed for purposes as indicated on the plat.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019.

OWNERS: DON ROGERS & PAULA JAMES

Don Rogers Paula James

STATE OF COLORADO }  
COUNTY OF \_\_\_\_\_ } ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019, by Don Rogers.

Witness my hand and official seal. My Commission expires \_\_\_\_\_

Notary Public

STATE OF COLORADO }  
COUNTY OF \_\_\_\_\_ } ss.

The foregoing Certificate of Ownership and Dedication was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019, by Paula James.

Witness my hand and official seal. My Commission expires \_\_\_\_\_

Notary Public

SURVEYOR'S CERTIFICATE  
I, William D. Wiley, 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 found as shown.

William D. Wiley  
Colorado Registered Land Surveyor  
License No. 12180

Date

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2019.

Attorney at Law

PLANNING COMMISSION  
Approved by the Ridgway Town Planning Commission this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019,

by \_\_\_\_\_, Chairman.

TOWN COUNCIL  
Approved by the Ridgway Town Council this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019,

by \_\_\_\_\_, Mayor.

TOWN ATTORNEY'S CERTIFICATE  
Approved for recording this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Town Attorney

TREASURER'S CERTIFICATE  
I certify that as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019, 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

RECORDER'S CERTIFICATE  
This plat was filed for record in the office of the Clerk and Recorder of Ouray County at \_\_\_\_\_ m. on the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2019,  
under Reception No. \_\_\_\_\_

Ouray County Clerk & Recorder

## LEGEND

- = FOUND NO. 5 REBAR & SURVEY CAP LS24966
- = FOUND NO. 5 REBAR & SURVEY CAP LS12180
- = EASEMENT LINE
- = CENTERLINE
- G.C.E. = GENERAL COMMON ELEMENT
- L.C.E. = LIMITED COMMON ELEMENT

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.

CF: \_\_\_\_\_  
Plot Scale \_\_\_\_\_  
Book \_\_\_\_\_ Page \_\_\_\_\_  
DATE: 4/24/19  
REVISIONS:

## CHIPETA HOUSE CONDOMINIUMS

A CONDOMINIUM MAP AND SUBDIVISION OF LOT 39,  
SOLAR RANCHES PUD FILING NO. 1  
TOWN OF RIDGWAY, OURAY COUNTY, COLORADO

FOR: DON ROGERS

MESA SURVEYING ASSOCIATES INC.  
P.O. Box 1287 (970)-240-9994 Montrose, CO 81402

Sheet \_\_\_\_\_ of \_\_\_\_\_ File No. 19-40

## **CONDOMINIUM DECLARATION OF CHIPETA HOUSE CONDOMINIUMS**

THIS CONDOMINIUM DECLARATION OF CHIPETA HOUSE CONDOMINIUMS (the "Declaration") is made as of \_\_\_\_\_, 2019, by **PAULA JAMES** and **DONALD JAMES ROGERS** (the "Declarants").

### **RECITALS**

A. Declarant is owner of that certain real property located in the County of Ouray, Colorado, referred to hereafter as the Property more particularly described as:

Lot 39, Solar Ranches Filing No. 1, a Re-subdivision of Outlot A, Savath Subdivision, according to the recorded plat filed September 3, 1991, at Reception No. 149479, Amendment thereto February 29, 1996, at Reception No. 161333, Town of Ridgway, County of Ouray, State of Colorado, also known by street and number at 520 A and 520 B Chipeta Drive, Ridgway CO 81432.

B. Declarant has improved the said Property by constructing on it a two-Unit, multi-family structure (duplex) known as **Chipeta House Condominiums ("CHC")**. Declarant desires to convert the Property to a common interest community pursuant to the Colorado Common Interest Ownership Act as set forth in Colorado Revised Statute § 38-33.3-101 et. seq. (the "Act"), the name of which is **CHIPETA HOUSE CONDOMINIUMS**.

### **ARTICLE 1** **DECLARATION AND SUBMISSION**

Section 1.1 *Declaration.* Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, restrictions and easements which shall run with the land and be binding on all parties and heirs, successors and assigns of parties having any right, title or interest in all or any part of the Property. Additionally, Declarant hereby submits the Property to the provisions of the Act.



## **ARTICLE 2** **DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration shall have the following meanings:

Section 2.1 *"Agency"* means any agency or corporation such as Housing and Urban Development, Veteran's Administration, Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Corporation ("FHLMC"), that purchases or insures residential mortgages.

Section 2.2 *"Allocated Interests"* means the undivided interest in the Assessments and votes in the Association. Such Allocation shall be fifty percent per Unit. The formulas for the Allocated Interests are as follows:

2.2.1 *Percentage Share of Common Elements and Common Expenses for each Unit:* the total of all allocated interests divided by the total number of Units.

2.2.2 *"Voting"*: One vote per Unit on all matters, except that Cummulative voting shall be employed for the election of Executive Board Members.

Section 2.3 *"Articles"* mean the Articles of Incorporation for **CHIPETA HOUSE CONDOMINIUM ASSOCIATION, Inc. a Colorado non-profit corporation**, to be registered with the Colorado Secretary of State prior to sale of any of the Units, and any amendments that may be made to those Articles from time to time.

Section 2.4 *"Annual Assessment"* means the Assessment levied pursuant to an annual budget.

Section 2.5 *"Assessments"* means the Annual, Special and Default Assessments levied pursuant to Article 10 below. Assessments are also referred to as a Common Expense Liability as defined under the Act.

Section 2.6 *"Association"* means **CHIPETA HOUSE CODOMINIUM ASSOCIATION, Inc.**, a Colorado nonprofit corporation, and its successors and assigns.

Section 2.7 *"Association Documents"* means this Declaration, the Articles of Incorporation, the Bylaws, the Map and any procedures, rules, regulations or policies adopted under such documents by the Association.

Section 2.8 *"Bylaws"* means the Bylaws adopted by the Association, as amended from time to time.

Section 2.9 *"Clerk and Recorder"* means the office of the Clerk and Recorder in the County of Ouray, State of Colorado.

Section 2.10 *"Common Element"* means all portions of the Project except the Units. The Common Elements are owned by the Owners in proportion to the Allocated Interest associated with each Owner's Unit, and consist of General Common Elements and Limited Common Elements.

2.10.1 *"General Common Elements"* means all tangible physical properties of this Project except Limited Common Elements, and the Units; notwithstanding any other provision of this Declaration, General Common Elements includes but is not limited to all fences on the Property, all crawl spaces, wall studs, roofs, fire walls, decks, railings and posts for decks and for front porches, and all stucco

2.10.2 *"Limited Common Elements"* means those parts of the Common Elements which are either limited to or reserved in this Declaration, on the Map or by action of the Association, for the exclusive use of an Owner of a Unit.

Section 2.11 *"Common Expenses"* means (i) all expenses expressly declared to be common expenses by this Declaration or the Bylaws of the Association; (ii) all other expenses of administering, servicing, conserving, managing, maintaining, repairing or replacing the General Common Elements; (iii) insurance premiums for the insurance carried under Article 9; and (iv) all expenses lawfully determined to be common expenses by the Executive Board.

Section 2.12 *"County"* means the County of Ouray, Colorado.

Section 2.13 *"Declaration"* means this Declaration and the Map, and amendments and supplements to the foregoing.

Section 2.14 *"Executive Board"* means the governing body of the Association.

Section 2.15 *"First Mortgage"* means any Mortgage that is not subject to any monetary lien or encumbrance except liens for taxes or other liens that are given priority by statute.

Section 2.16 *"First Mortgagee"* means any person named as a mortgagee or beneficiary in any First Mortgage, or any successor to the interest of any such person under such First Mortgage.

Section 2.17 *"Manager"* means a person or entity, *if any*, engaged by the Association to perform certain duties, powers or functions of the Association, as the Executive Board may authorize from time to time.

Section 2.18 *"Map"* means the Condominium Map of the Project recorded with the Clerk and Recorder for the County of Ouray, State of Colorado, at Reception No. \_\_\_\_\_. The Map depicts a plan and elevation schedule of all or a part of the Property subject to this Declaration and any supplements and amendments thereto.



Section 2.19 *"Member"* means every person or entity that holds membership in the Association.

Section 2.20 *"Mortgage"* means any mortgage, deed of trust or other document pledging any Unit or interest therein as security for payment of a debt or obligation.

Section 2.21 *"Mortgagee"* means any person named as a mortgagee or beneficiary in any Mortgage, or any successor to the interest of any such person under such Mortgage.

Section 2.22 *"Owner"* means the owner of record, whether one or more persons or entities, of fee simple title to any Unit, and "Owner" also includes the purchaser under a contract for deed covering a Unit with a current right of possession and interest in the Unit.

Section 2.23 *"Project"* means the common interest community created by this Declaration and as shown on the Map, consisting of the Property, the Units and the Common Elements.

Section 2.24 *"Unit"* means one individual airspace which is contained within the perimeter windows, doors and unfinished surfaces of perimeter walls, floors and ceilings as shown on the Map, together with the appurtenant interest in the Common Elements.

Section 2.25 *"Successor Declarant"* means any person or entity to whom Declarant assigns any or all of its rights, obligations or interest as Declarant, as evidenced by an assignment or deed of record executed by both Declarant and the transferee or assignee and recorded with the Clerk and Recorder.

Section 2.26 *"Supplemental Declaration"* means an instrument which amends this Declaration.

Section 2.27 *"Supplemental Map"* means a supplemental Map of the Project which depicts any change in the Project through a Supplemental Declaration.

Section 2.28 "Solar Ranch 1 and 2A HOA" and "SR 1&2 HOA" both mean the Solar Ranches (1 & 2A) Homeowners' Association, Inc., a Colorado Non-Profit Corporation duly registered with the Secretary of State for the State of Colorado.

Each capitalized term not otherwise defined in this Declaration or in the Map shall have the same meanings specified or used in the Act.

### **ARTICLE 3**

#### **NAME, DIVISION INTO UNITS**

Section 3.1 *Name.* The name of the Project is Chipeta House Condominiums. The Project is a Condominium pursuant to the Act.

Section 3.2 *Association.* The name of the Association is Chipeta House Condominium Association, Inc. Declarant has caused the Association to be incorporated as a non-profit corporation under the laws of the State of Colorado.

Section 3.3 *Number of Units.* The maximum number of Units in the Project is two (2), unless the number is increased by a Supplemental Declaration.

Section 3.4 *Identification of Units.* The identification number of each Unit is shown on the Map.

Section 3.5 *Description of Units; Use.*

3.5.1 Each Unit and the appurtenant interest in the Common Elements and the appurtenant use of Limited Common Elements, shall comprise one Unit, shall be inseparable and may be transferred, leased, devised or encumbered only as a Unit. The boundaries of each Unit are depicted on the Map and generally described as:

A. Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceilings, extended to an intersection with the vertical perimeter boundaries.

B. Lower Boundaries. The horizontal plane of the undecorated or unfinished upper surfaces of the floors, extended to an intersection with the vertical perimeter boundaries.

C. Vertical Perimeter Boundaries. The planes defined by the center or middle plane of the fire wall between adjoining Units, the unfinished exterior surfaces of poured concrete or other exterior walls, and the interior surface of closed exterior windows and doors.

D. Inclusions. Each Unit includes the spaces and improvements lying within the boundaries described above as depicted on the survey map. Each Unit also includes the spaces and improvements containing utility meters, water heating facilities, all electrical switches, wiring, pipes, ducts, conduits, smoke detector or security systems and communications, television, telephone and electrical receptacles and boxes serving that Unit exclusively, the surface of these items being the boundaries of that Unit, whether or not the spaces are contiguous. Each Unit owner shall be required to purchase, install and maintain, at the Unit owner's expense, such separate utility meters as may be required to service such Unit.

E. Utility Lines. Each Unit owner shall be solely responsible for the utility lines running from the street to that Unit.

F. Non-Contiguous Portions. If any Unit includes special portions or pieces of equipment, such as air-conditioning compressors, utility meters, meter boxes, utility connection structures, air or gas pump and storage facilities and storage structures, air or gas pump and storage facilities and storage portions, which are situated in buildings or structures



that are detached from the Unit, such special equipment or storage portions are a part of the Unit, notwithstanding their non-contiguity with the principal portions .

3.5.2 Any instrument affecting a Unit may describe it by its Unit number, CHIPETA HOUSE CONDOMINIUMS, County of Ouray, State of Colorado, according to the Map thereof recorded at Reception No. \_\_\_\_\_, and the Declaration recorded at Reception No. \_\_\_\_\_, in the records of the Clerk and Recorder of the County of Ouray, Colorado, as amended from time to time.

3.5.3 Each Owner shall be entitled to the exclusive ownership and possession of his Unit. Each Unit shall be used and occupied solely for residential purposes.

Section 3.6 *Limited Common Elements*. Notwithstanding any other provision of this Declaration, Limited Common Elements appurtenant to any one Unit shall include all exterior doors (including front, back, garage and screen doors), windows, solar panels, patio concrete, front porch concrete, back yards and side yards appurtenant to, immediately adjacent to or benefiting only that Unit.

#### **ARTICLE 4**

#### **MEMBERSHIP AND VOTING RIGHTS; ASSOCIATION OPERATIONS**

Section 4.1 *The Association*. Every Owner of a Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit.

Section 4.2 *Transfer of Membership*. An Owner shall not transfer, pledge or alienate his membership in the Association in any way, except upon the sale or encumbrance of his Unit and then only to the purchaser or Mortgagee of his Unit. The Association shall not create a right of first refusal on any Unit and Unit Owners may transfer ownership of their Units free from any such right.

Section 4.3 *Membership*. The Association shall have one (1) class of membership consisting of all Owners, including the Declarant so long as Declarant continues to own an interest in a Unit. Except as otherwise provided for in this Declaration, each Member shall be entitled to one vote on all Association matters as set forth in Section 2.2.2 above. Each Owner, including Declarant while Declarant owns any Unit, is subject to all the rights and duties assigned to Owners under the Association Documents.

Section 4.4 *Declarant Control*. The period of Declarant Control shall commence upon formation of the Association and shall terminate upon conveyance of both units to other owners, or 2 years following the sale of a unit to any owner other than the Declarant, whichever is sooner. Except as otherwise provided below in this Section 4.4, during the period of Declarant Control, Declarant shall be entitled to appoint and remove all members of the Association's Executive Board and officers of the Association. Notwithstanding the foregoing, not later than sixty days after conveyance of one of the units to unit owners other than a declarant, not less than one-third

(1/3) of the members of the executive board must be elected by unit owners other than the declarant.

Section 4.5 *Books and Records.* The Association shall make available for inspection, upon request, during normal business hours or under other reasonable circumstances, to Owners and to Mortgagees, current copies of the Association Documents and the books, records and financial statements of the Association prepared pursuant to the Bylaws. The Association may charge a reasonable fee for copying such materials.

Section 4.6 *Manager.* The Association may but is not required to employ or contract for the services of a Manager to whom the Executive Board may delegate certain powers, functions or duties of the Association, as provided in the Bylaws of the Association. The Manager shall not have the authority to make expenditures except upon prior approval and direction by the Executive Board.

Section 4.7 *Rights of Action.* The Association on behalf of itself and any aggrieved Unit Owner shall be granted a right of action against any and all Unit Owners for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. The Unit Owners shall have a right of action against the Association for failure to comply with the provisions of the Association Documents, or with decisions of the Executive Board made pursuant to authority granted to the Association in the Association Documents. In any action covered by this section, the Association or any Unit Owner shall have the right but not the obligation to enforce the Association Documents by any proceeding at law or in equity, or as set forth in the Association Documents, or by mediation or binding arbitration if the parties so agree. The prevailing party in any arbitration or judicial relief shall be entitled to reimbursement from the non-prevailing party or parties, for all reasonable costs and expenses, including attorneys' fees in connection with such arbitration or judicial relief. Failure by the Association or by any Owner to enforce compliance with any provision of the Association Documents shall not be deemed a waiver of the right to enforce any provision thereafter.

Section 4.8 *Implied Rights and Obligations.* The Association may exercise any right or privilege expressly granted to the Association in the Association Documents by the Act and by the Colorado Nonprofit Corporation Act.

Section 4.9 *Notice.* Any notice to an Owner of matters affecting the Project by the Association or by another Owner shall be sufficiently given if in writing and delivered personally, by courier or private service delivery, or the third business day after deposit in the mails for registered or certified mail, return receipt requested, at the address of record for real property tax assessment notices with respect to that Owner's Unit.



**ARTICLE 5**  
**POWERS, COMPOSITION, APPOINTMENT OF AND MANNER OF ACTING BY**  
**THE EXECUTIVE BOARD OF THE ASSOCIATION**

5.1 *Powers* - Except as provided in the By-laws and the Act, the Executive Board may act in all instances on behalf of the Association, to:

- 5.1.1 Adopt and amend bylaws and rules and regulations;
- 5.1.2 Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;
- 5.1.3 Hire and terminate managing agents and other employees, agents and independent contractors;
- 5.1.4 Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Project;
- 5.1.5 Make contracts and incur liabilities;
- 5.1.6 Regulate the use, maintenance, repair, replacement and modification of Common Elements;
- 5.1.7 Cause additional improvements to be made as a part of the Common Elements;
- 5.1.8 Acquire, hold, encumber and convey in the name of the Association any right, title or interest to real or personal property, except that Common Elements may be conveyed or subjected to a security interest only if Members entitled to cast at least fifty-one percent (51%) of the votes agree to that action and if all Owners of Units to which any Limited Common Element is allocated agree in order to convey that Limited Common Element or subject it to a security interest;
- 5.1.9 Grant easements, leases, licenses and concessions through or over the Common Elements;
- 5.1.10 Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements;
- 5.1.11 Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;

5.1.12 Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;

5.1.13 Provide for the indemnification of its officers and Executive Board and maintain directors' and officers' liability insurance;

5.1.14 Assign its right to future income, including the right to receive Assessments;

5.1.15 Exercise any other powers conferred by the Declaration or Association Bylaws;

5.1.16 Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association; and

5.1.17 Exercise any other powers necessary and proper for the governance and operation of the Association.

## Section 5.2 *Composition, Appointment and Manner of Acting*

5.2.1 During the period of Declarant Control, the Board shall be composed and appointed as provided in Section 4.4 of this Declaration.

5.2.2 After the period of Declarant Control Ends, the unit owners shall elect an executive board of at least three members, at least a majority of whom must be unit owners other than the declarant or designated representatives of unit owners other than the declarant.

5.2.3 The Executive Board shall act by majority vote of those Executive Board members who are unit owners, or by majority vote.

## **ARTICLE 6** **MECHANIC'S LIENS**

Section 6.1 *No Liability.* If any Owner shall cause any material to be furnished to his Unit or any labor to be performed therein or thereon, no Owner of any other Unit shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done, and such Owner shall be solely responsible to contractors, laborers, materialmen and other persons furnishing labor or materials to his Unit.

Section 6.2 *Indemnification.* If, because of any act or omission of any Owner, any mechanic's or other lien or order for the payment of money shall be filed against the Common Elements or against any other Owner's Unit or an Owner or the Association (whether or not such

lien or order is valid or enforceable as such), the Owner whose act or omission forms the basis for such lien or order shall at his own cost and expense cause the same to be cancelled and discharged of record or bonded by a surety company reasonably acceptable to the Association, or to such other Owner or Owners, within twenty (20) days after the date of filing thereof, and further shall indemnify and save all the other Owners and the Association harmless from and against any and all costs, expenses, claims, losses or damages including, without limitation, reasonable attorneys' fees resulting therefrom.

Section 6.3 *Association Action.* Labor performed or materials furnished for the General Common Elements, if duly authorized by the Association in accordance with this Declaration or its Bylaws, shall be the basis for the filing of a lien pursuant to law against the Common Elements. Any such lien shall be limited to the General Common Elements and no lien may be effected against an individual Unit or Units, or Limited Common Elements appurtenant to any such Unit.

## **ARTICLE 7** **EASEMENTS**

Section 7.1 *Recorded Easements.* The Property shall be subject to all easements as shown on the Map, those of record, any mentioned in the Act (including easements for encroachment and for maintenance of any such encroachment), and otherwise as set forth in this Article and on the Map.

Section 7.2 *Utility Easements.* There is hereby created a blanket easement upon, across, over, in and under the Property for the benefit of the Common Elements and the Units and the structures and improvements situated on the Property for ingress and egress, 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 Units and to affix and maintain electrical and/or telephone wires, circuits and conduits 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 Association as to locations.

Section 7.3 *Reservation of Easements, Exceptions and Exclusions.* Each Owner is hereby granted a perpetual non-exclusive right of ingress to and egress from the Owner's Unit over and across the General Common Elements and Limited Common Elements appurtenant to that Owner's Unit, which right shall be appurtenant to the Owner's Unit, and which right shall be subject to limited and reasonable restriction on the use of Common Elements set forth in writing by the Association, such as for guest parking, storage and closure for repairs and maintenance.

Section 7.4 *Emergency Access Easement.* A general easement is hereby granted to all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons to enter upon the Property in the proper performance of their duties.



Section 7.5 *Declarant Easement.* The Declarant is hereby granted an easement through the common elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations, whether arising under this article or created in this Declaration.

## **ARTICLE 8.** **MAINTENANCE**

Section 8.1 *Maintenance by Owners.* Each Owner shall maintain and keep in repair the interior of his Unit, including the fixtures thereof to the extent current repair shall be necessary in order to avoid damaging other Unit Owners, and all (excluding the roofing elements) Limited Common Elements allocated to the Unit. All fixtures and equipment installed within the Unit commencing at a point where the utilities enter the Unit shall be maintained and kept in repair by the Owner of such Unit. An Owner shall do no act or work that will impair the structural soundness or integrity of the Common Elements or impair any easement. Each Owner shall be responsible for the maintenance of the interior non-supporting walls of his Unit, and the surface materials thereon such as plaster, drywall, paneling, wallpaper, paint, tile and carpeting of the perimeter walls, ceilings and floors within the Unit, including Unit doors and windows. Notwithstanding any other provision of this Declaration, each Unit owner shall also be responsible for maintenance and repair of all spaces and improvements mentioned at Article Two, Section 3.5.1D,E and F above.

Section 8.2 *Owner's Failure to Maintain or Repair.* In the event that a Unit (including the allocated Limited Common Element) is not properly maintained and repaired, and if the maintenance responsibility for the unmaintained portion of the Unit lies with the Owner of the Unit, or in the event that the Unit is damaged or destroyed by an event of casualty and the Owner does not take reasonable measures to diligently pursue the repair and reconstruction of those portions of the damaged or destroyed Unit for which the Owner is responsible to substantially the same condition in which they existed prior to the damage or destruction, then the Association, after notice to the Owner and with the approval of the Executive Board shall have the right to enter upon the Unit to perform such work as is reasonably required to restore the Unit to a condition of good order and repair. All costs incurred by the Association in connection with the restoration shall be reimbursed to the Association by the Owner of the Unit, upon demand. All unreimbursed costs shall be a lien upon the Unit until reimbursement is made. The lien may be enforced in the same manner as a lien for an unpaid Assessment levied in accordance with Article 10 of this Declaration.

Section 8.3 *Maintenance by Association.*

Section 8.3.1 The Association shall be responsible for the maintenance and repair of the General Common Elements, which (unless necessitated by damage caused by the negligence, misuse or tortious act of a Unit Owner or Owner's Agent as set forth in Section 8.4 below), shall be the Common Expense of all Owners. This maintenance shall include, but shall not be limited to, upkeep, repair and replacement, subject to any insurance then in effect, of all landscaping, walls, gates, signage, irrigation systems, sidewalks, driveways and improvements, if any (which

shall include without limitation snow removal services unless performed by another private or public organization formed for such purposes), located in the General Common Elements. Specifically, this maintenance shall include:

A. Unless and until the Executive Board directs otherwise, the cost to continue employment of In Bloom Gardens to continue all landscape. Maintenance.

B. Maintenance of any fences separating any Limited Common Elements, including the those comprising the back yards of the two Units.

8.3.2 Notwithstanding any language to the contrary herein, if any damage or loss to landscaping elements or any other aspect of the common area are caused by the neglect or abuse of one owner, that owner shall be solely responsible for repairing or replacing the damaged or lost element in a timely manner.

Section 8.4 *Association Maintenance as Common Expense.* The cost of maintenance and repair by the Association shall be a Common Expense of all of the Owners, to be shared by each Unit Owner according to the Allocated Interests therefor. Damage to the interior or any part of a Unit resulting from the maintenance, repair, emergency repair or replacement of any of the Common Elements or as a result of emergency repairs within another Unit at the instance of the Association shall also be Common Expense of all of the Owners. However, if such damage is caused by negligent or tortious acts of a Unit Owner, members of the Unit Owner's family, or the Unit Owner's agent, employee, invitee, licensee or tenants (collectively "Owner's Agents"), then such Unit Owner shall be responsible and liable for all of such damage and the cost thereof, to the extent that Owner's Agent's negligence caused such damage, which must be timely paid.

Section 8.5 *Easement for Maintenance.* Each Owner and the Association shall have the irrevocable right, to be exercised by the Manager, the Executive Board or officers or employees of the Association, to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any hour for making emergency repairs, maintenance or inspection therein necessary to prevent damage to the Common Elements or another Unit. In the event insurance proceeds under Article 9 are payable to an Owner but the maintenance responsibility of the area to which such proceeds relate is the Association's, the Association shall complete any such repair or replacement at the Owner's cost.

Section 8.6 *Association's Right to Grant Owner's Maintenance Area.* The Association reserves the right to grant the maintenance responsibility of certain areas on each Unit to the Unit Owner, and the Unit Owner is obligated to accept said maintenance responsibility, provided said assignment is done in a uniform and nondiscriminatory manner.

Section 8.7 *Limited Common Element Damage.* In the event of damage or destruction of a Limited Common Element from any cause other than the negligence or tortious acts of an Owner or Owner's Agent, the then Owners of the Units to which the Limited Common Element is attributable shall bear equally the expense to repair or rebuild the Limited Common Element to

its previous condition. The Owner shall bear the cost of such damage to the extent of such Owner's or Owner's Agent's negligence.

Section 8.8 *Association Power.* The Association shall have the right and power to prohibit storage or other activities deemed unsafe, unsightly, unreasonably noisy or otherwise offensive to the senses and perceptible from another Unit or the Common Elements. No Owner shall make any addition or other alteration to any portion of the Common Elements without the express consent of the Executive Board.

#### Section 8.9 Changes to General Common Elements.

8.9.1 The Association may modify, change alter, supplement or improve any of the Common Elements by vote of 51% or more of the Unit owners. Any such modifications, changes, alterations, supplementations or improvements shall be a Common Expense of the Association if certified in writing as such by all Unit Owners, and all such modifications, changes, alterations, supplementations or improvements shall be apportioned accordingly to the Unit owners pursuant to other provisions of this Declaration.

8.9.2 Any individual Unit owner may modify, change alter, supplement or improve any of the Common Elements at his/her sole expense if he has first obtained the written approval of the other Unit owner. All costs of any modifications, changes, alterations, supplementations or improvements not specifically certified as a Common Expense as provided in Section 8.9.1 shall be the sole responsibility of the Unit owner who effects them.

### **ARTICLE 9** **INSURANCE**

Section 9.1 *General Insurance Provisions.* The Association shall acquire and pay for, out of the assessments levied under Article 10 below, the following insurance policies carried with reputable insurance companies authorized to do business in Colorado:

9.1.1 *Hazard Insurance Coverage.* Insurance for fire, with extended coverage, vandalism, malicious mischief, all-risk, replacement cost, agreed amount, special condominium, building ordinance and inflation guard endorsements attached, in amounts determined by the Executive Board to represent not less than the full then current insurable replacement cost of the buildings located on the Property including all of the Common Elements, excluding all fixtures, decorated and finished surfaces of interior and perimeter walls, floors, and ceilings, doors, windows and other elements or materials comprising a part of the Units, and excluding any fixtures, equipment or other property within the Units and any betterments and improvements made by Unit Owners and building excavations and foundations. Maximum deductible amounts for such policy shall be the lesser of ten thousand dollars (\$10,000) or one percent (1%) of the policy face amount.

Such hazard insurance policy must be written by an insurance carrier that has (a) a "B" or



better general policyholder's rating or a "6" or better financial performance index rating in Best's Insurance Reports, or (b) an "A" or better general policyholder's rating and a financial size category of "VIII" or better in Best's Insurance Reports -- International Edition.

9.1.2 *Comprehensive Liability.* Comprehensive general public liability and property damage insurance for the Project in such amounts as the Executive Board deems desirable for bodily injury, including deaths and property damage arising out of a single occurrence insuring the Association, the Executive Board, the Manager or managing agent, or both, if any, and their respective agents and employees, and the Unit Owners, and the agents and employees of the Unit Owners, from liability in connection with the operation, maintenance and use of Common Elements and must include a "severability of interest" clause or specific endorsement.

The insurance policies may be carried in blanket policy form naming the Association as the insured, for the use and benefit of and as attorney-in-fact for the Unit Owners. Each Unit Owner shall be an insured person under the policy with respect to liability arising out of such Unit Owner's interest in the Common Elements or membership in the Association. Each Mortgagee and its successors or assigns shall be a beneficiary of the policy in the percentages of Common Expenses for the Unit which the Mortgage encumbers. The insurance company shall waive its rights of subrogation under the insurance policy against any Unit Owner or member of the Unit Owner's household. No act or omission by any Unit Owner, unless acting within the scope of such Unit Owner's authority on behalf of the Association, shall void the insurance policy or be a condition to recovery under the insurance policy. If, at the time of a loss under an insurance policy described above there is other insurance in the name of the Unit Owner covering the same risk covered by the policy, the Association's policy shall provide primary insurance.

Insurance coverage on the furnishings and other items of personal property belonging to an Owner, all fixtures, decorated and finished surfaces of interior and perimeter walls, floors, and ceilings, doors, windows and other elements or materials comprising a part of the Units and including any fixtures, equipment or other property within the Units, and any betterments and improvements made by Unit Owners and building excavations and foundations shall be the responsibility of the Owner of the Unit. All casualty and public liability insurance coverage for each Unit and the Limited Common Elements associated therewith and workman's compensation insurance covering work within each Unit or on the Limited Common Elements associated therewith shall be the responsibility of the Owner of the Unit.

Section 9.2 *Certificates of Insurance; Cancellation.* Certificates of insurance shall be issued to each Owner and Mortgagee upon request. All policies required to be carried under this Article 9 shall provide a standard non-contributory mortgagee clause in favor of each First Mortgagee of a Unit and shall provide that such policy cannot be cancelled by the insurance company without at least thirty (30) days prior written notice to each Owner and each First Mortgagee whose address is shown in the records maintained pursuant to the Association's documents. If the insurance described in this Article 9 is not reasonably available, or if any policy of such insurance is cancelled or not renewed without a replacement policy therefore

having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners and to all First Mortgagees.

Section 9.3 *Insurance Proceeds.* Any loss covered by the property insurance policy described in Section 9.1 must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Owners and Mortgagees as their interests may appear. Subject to the provisions of Section 9.5 below, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association, Owners and Mortgagees are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the damaged property has been completely repaired or restored or the regime created by this Declaration is terminated.

Section 9.4 *Insurer Obligation.* An insurer that has issued an insurance policy for the insurance described in Sections 9.1 and shall issue certificates or memoranda of insurance to the Association and, upon request, to any Owner or Mortgagee. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or nonrenewal has been mailed to the Association and to each Owner and Mortgagee to whom a certificate or memorandum of insurance has been issued at their respective last-known addresses, and to any servicer of a Mortgage for FNMA.

Section 9.5 *Repair and Replacement.* Any portion of the Common Elements for which insurance is required under this Article which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

9.5.1 The common interest community created by this Declaration is terminated in which case the approval must first be obtained of fifty-one percent (51%) of First Mortgagees of Units subject to First Mortgages (which percentage is measured by votes allocated to such Units);

9.5.2 Repair or replacement would be illegal under any state or local statute or ordinance governing health or safety;

9.5.3 There is a vote not to rebuild by (a) fifty-one percent (51%) of the Owners entitled to vote and fifty-one percent (51%) of First Mortgagees of Units subject to First Mortgages (which percentage is measured by votes allocated to such Units); and (b) every Owner and First Mortgagee of a Unit or assigned Limited Common Element that will not be rebuilt; or

9.5.4 Prior to the conveyance of any Unit to a person other than Declarant, the Mortgagee holding a Mortgage on the damaged portion of the Common Elements rightfully demands all or a substantial part of the insurance proceeds.

The cost of repair or replacement of Common Elements in excess of insurance proceeds and

reserves is a Common Expense. If all the Common Elements are not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Project, and except to the extent that other persons will be distributees, the insurance proceeds must be distributed to all the Owners or Mortgagees, as their interests may appear in proportion to each Unit's Common Expenses Allocated Interests.

Section 9.6 *Common Expenses.* Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses provided, however, that if the Association's fire and extended coverage insurance covers fixtures, equipment or other property within some but not all of the Units (as required by any Agency including FNMA or FHLMC), the Association reserves the right to charge the Owner of such Units for which the Association provides additional insurance coverage, an amount equal to the premium attributable to such additional insurance coverage.

Section 9.7 *Other Insurance.* The Association shall maintain flood insurance if any part of the Project is located within a Special Flood Hazard Area on a Flood Insurance Rate Map, equal to the lesser of one hundred percent (100%) of the insurable value of the Project or the maximum coverage available under the appropriate National Flood Insurance Program. The Association shall also maintain insurance to the extent reasonably available and in such amounts as the Executive Board may deem appropriate on behalf of Directors against any liability asserted against a Director or incurred by him in his capacity of or arising out of his status as a Director. The Executive Board may obtain insurance against such other risks of a similar or dissimilar nature as it shall deem appropriate with respect to the Association's responsibilities and duties or as requested by any Agency.

## **ARTICLE 10** **ASSESSMENTS**

Section 10.1 *Obligation.* Each Owner, including Declarant while an Owner of any Unit, is obligated to pay to the Association (1) the Annual Assessments; (2) Special Assessments, if any; and (3) Default Assessments.

Section 10.2 *Budget.* Within thirty (30) days after the adoption of any proposed budget for the Association, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver, including posting the proposed budget on the association's website, a summary of the budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or other delivery of the summary. Unless at that meeting a majority of all Owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event that the proposed budget is rejected, the periodic budget last ratified by the Owners must be continued until such time as the Owners ratify a subsequent budget proposed by the Executive Board. The Executive Board shall adopt a budget and submit the budget to a vote of the Owners as provided herein no less frequently than annually. The Executive Board shall levy and assess the Annual Assessments in accordance with the annual budget.



Section 10.3 *Initial Assessment.* The declarant shall determine the Initial Assessment based upon the estimated cash requirements needed to pay, from the date of the initial assessment until the end of the year in which such assessment is levied, those Common Expenses listed in Section 10.4. The date of the Initial Assessment shall be the date of closing on the sale of the first Unit transferred by Declarant to another owner. The Declarant shall deliver a copy of the Initial Assessment at closing on the first sale of a Unit. The Initial Assessment shall be due from each Unit owner within 30 days of the date of such closing.

Section 10.4 *Annual Assessments.* Following the Initial Assessment, annual Assessments made for Common Expenses shall be based upon the estimated cash requirements as the Executive Board shall from time to time determine to be paid by all of the Owners, subject to Section 10.2 above. Estimated Common Expenses shall include, but shall not be limited to, the cost of routine maintenance and operation of the Common Elements, expenses of management and insurance premiums for insurance coverage as deemed desirable or necessary by the Association, landscaping of the Property, care of grounds within the Common Elements, routine repairs, replacements and renovations within and of the Common Elements, wages, common water and utility charges for the Common Elements, if any, legal and accounting fees, management fees, expenses and liabilities incurred by the Association under or by reason of this Declaration, payment of any default remaining from a previous assessment period, and the creation of a reasonable and adequate contingency or other reserve or surplus fund for insurance deductibles and general, routine maintenance, repairs and replacement of improvements within the Common Elements on a periodic basis, as needed. Until the Association approves an annual budget, the Annual Assessments shall be \$3000.00 per Unit.

Annual Assessments shall be payable in monthly installments on a prorated basis in advance and shall be due on the first day of each month for every Unit. The omission or failure of the Association to fix the Annual Assessments for any assessment period shall not be deemed a waiver, modification or release of the Owners from their obligation to pay the same. Until the Association approves an annual budget, the monthly installment for each Unit shall be \$250.00.

Section 10.5 *Apportionment of Annual Assessments.* The Common Expenses shall be allocated among the Units on the basis of the Allocated Interests for Common Expenses in effect on the date of assessment, provided, however, that the Association reserves the right to allocate all expenses relating to fewer than all of the Units (such as those expenses attributable to Limited Common Elements and insurance premiums described in Section 9.6) to the Owners of those affected Units only.

Section 10.6 *Special Assessments.* In addition to the Annual Assessments, the Association may levy Special Assessments, payable over such a period as the Association may determine, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of improvements within the Common Elements or for any other expense incurred or to be incurred as provided in this Declaration. This Section 10.5 shall not be construed as an independent source of authority for the Association to incur

expense, but shall be construed to prescribe the manner of assessing expenses authorized by other sections of this Declaration. Any amounts assessed pursuant to this Section shall be assessed to Owners according to their Allocated Interests for Common Expenses, except that assessments for any extraordinary maintenance, repair or restoration work on fewer than all of the Units shall be borne by the Owners of those affected Units only, and any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of a particular Owner (or his agents, servants, guests, tenants or invitees) shall be borne by that Owner. Notice in writing of the amount of such Special Assessments and the time for payment of the Special Assessments shall be given promptly to the Owners, and no payment shall be due less than ten (10) days after such notice shall have been given.

Section 10.7 *Default Assessments.* All monetary fines assessed against an Owner pursuant to the Association Documents, or any expense of the Association which is the obligation of an Owner or which is incurred by the Association on behalf of the Owner pursuant to the Association Documents, shall be a Default Assessment and shall become a lien against such Owner's Unit which may be foreclosed or otherwise collected as provided in this Declaration. Notice of the amount and due date of such Default Assessment shall be sent to the Owner subject to such Assessment at least ten (10) days prior to the due date.

Section 10.8 *Effect of Nonpayment; Assessment Lien.* Any Assessment installment, whether pertaining to any Annual, Special or Default Assessment, which is not paid on or before its due date shall be delinquent. If an Assessment installment becomes delinquent, the Association, in its sole discretion, may take any or all of the following actions:

- (i) Assess a late charge for each delinquency in such amount as the Association deems appropriate;
- (ii) Assess an interest charge from the due date at the yearly rate of ten (10) percent, or such other lawful rate as the Executive Board may establish;
- (iii) Suspend the voting rights of the Owner during any period of delinquency;
- (iv) Suspend the rights of the Owner, and the Owner's family, guests, lessees and invitees, to use Common Element facilities during any period of delinquency;
- (v) Accelerate all remaining Assessment installments so that unpaid Assessments for the remainder of the fiscal year shall be due and payable at once;
- (vi) Bring an action at law against any Owner personally obligated to pay the delinquent Assessments; and
- (vii) Proceed with foreclosure as set forth in more detail below.

Assessments chargeable to any Unit shall constitute a lien on such Unit. The Association may institute foreclosure proceedings against the defaulting Owner's Unit in the manner for

foreclosing a mortgage on real property under the laws of the State of Colorado. In the event of any such foreclosure, the Owner shall be liable for the amount of unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, the cost and expenses for filing the notice of the claim and lien, and all reasonable attorney's fees incurred in connection with the enforcement of the lien. The Association shall have the power to bid on a Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 10.9 *Personal Obligation.* Each Assessment against a Unit is the personal obligation of the person who owned the Unit at the time the Assessment became due and shall not pass to successors in title unless they agree to assume the obligation. No Owner may exempt himself from liability for the Assessment by abandonment of his Unit or by waiver of the use or enjoyment of all or any part of the Common Elements. Suit to recover a money judgment for unpaid Assessments, any penalties and interest thereon, the cost and expenses of such proceedings, and all reasonable attorney's fees in connection therewith shall be maintainable without foreclosing or waiving the Assessment lien provided in this Declaration.

Section 10.10 *Payment by Mortgagee.* Any Mortgagee holding a lien on a Unit may pay any unpaid Assessment payable with respect to such Unit, together with any and all costs and expenses incurred with respect to the lien, and upon such payment that Mortgagee shall have a lien on the Unit for the amounts paid with the same priority as the lien of the Mortgage.

Section 10.11 *Statement of Status of Assessment Payment.* Upon payment of a reasonable fee set from time to time by the Executive Board and upon fourteen (14) days' written request to the Association's registered agent by personal delivery or certified mail, first-class postage prepaid, return receipt, any Owner, designee of Owner, Mortgagee, prospective Mortgagee or prospective purchaser of a Unit shall be furnished with a written statement setting forth the amount of the unpaid Assessments, if any, with respect to such Unit. Unless such statement shall be issued by personal delivery or by certified mail, first class postage prepaid, return receipt requested, to the inquiring party (in which event the date of posting shall be deemed the date of delivery) within fourteen (14) days after receipt of the request, the Association shall have no right to assert a lien upon the Unit over the inquiring party's interest for unpaid Assessments which were due as of the date of the request.

Section 10.12 *Capitalization of the Association.* The Declarant shall establish an initial working capital fund equal to one-half (1/2) of the total estimated Annual Assessments for Common Expenses for each Unit, which amount shall be reimbursed to the Declarant upon the transfer of title to a Unit when that Unit's Owner makes the working capital contribution set forth in this section. The initial capital account shall be established on or before the conveyance of the first Unit by Declarant and Annual Assessments shall commence upon the conveyance of the first Unit by Declarant. Upon acquisition of record title to a Unit from Declarant or any seller after Declarant, each Owner shall contribute to the working capital and reserves of the Association an amount equal to one-half (1/2) of the Annual Assessment determined by the Executive Board for that Unit for the year in which the Owner acquired title. Such payments shall not be considered advance payments of Annual Assessments. The unused portion of the working capital deposit shall be returned to each Owner including Declarant upon the sale of his Unit, provided that the



new purchaser of the Unit has deposited the required working capital deposit with the Association. The working capital fund must be maintained by the Association in a segregated account, and may not be used by the Declarant to defray any of its expenses, reserve contributions, or construction costs, nor to make up any budget deficits during the period of Declarant control.

Section 10.13 *Maintenance Accounts; Accounting.* The Association shall maintain a bank account in the name of the Association for the maintenance of all assessments and other Association funds. Expenditure of funds from any Association bank account shall require the signature of both Unit Owners acting as members of the Executive Board, or of any person duly designated by the Executive Board as Manager. All Association bank accounts shall be viewable via internet access by all Unit owners. If the Association delegates powers of the Executive Board or its officers relating to collection, deposit, transfer or disbursement of Association funds to a Manager, then such Manager must (a) maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the other person or manager, (b) maintain all reserve and working capital accounts of the Association separate from the operational accounts of the Association, and (c) provide to the Association an annual accounting and financial statement of Association funds prepared by the manager, a public accountant or a certified public accountant.

Section 10.14 *Audit.* Upon request pursuant to subsection 10.12.1 of this Section as applicable, the books and records of the association shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, by an independent and qualified person selected by the board. Such person need not be a certified public accountant except in the case of an audit. A person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The audit or review report shall cover the association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

Section 10.14.1 An audit shall be required under this Section only when both of the following conditions are met:

- A. The Association has annual revenues or expenditures of at least two hundred fifty thousand dollars; and
- B. An audit is requested by the owners of at least one-third of the Units represented by the association.

Section 10.14.2 A review shall be required under this paragraph (b) only when requested by the owners of at least one-third of the Units represented by the association.

Section 10.14.3 Copies of an audit or review under this paragraph (b) shall be made available upon request to any Unit owner beginning no later than thirty days after its completion.

## **ARTICLE 11**

### **DAMAGE OR DESTRUCTION**

Section 11.1 *The Role of the Executive Board.* Except as provided in Section 9.5, in the event of damage to or destruction of all or part of any Common Elements improvement, or other property covered by insurance written in the name of the Association under Article 9, the Executive Board shall arrange for and supervise the prompt repair and restoration of the damaged property (the property insured by the Association pursuant to Article 9 is sometimes referred to as the “Association-Insured Property”).

Section 11.2 *Estimate of Damages or Destruction.* As soon as practicable after an event causing damage to or destruction of any part of the Association-Insured Property, the Executive Board shall, unless such damage or destruction shall be minor, obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction. “Repair and reconstruction” as used in this Article shall mean restoring the damaged or destroyed improvements to substantially the same condition in which they existed prior to the damage or destruction. Such costs may also include professional fees and premiums for such bonds as the Executive Board or the Insurance Trustee, if any, determines to be necessary.

Section 11.3 *Repair and Reconstruction.* As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of the damaged or destroyed Association-Insured Property. As attorney-in-fact for the Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction of any damage to the Association-Insured Property, and no consent or other action by any Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 11.4 *Funds for Repair and Reconstruction.* The proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair, replacement and reconstruction of the Association-Insured Property for the benefit of Owners and Mortgagees.

If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair, replacement or reconstruction, or if upon completion of such work the insurance proceeds for the payment of such work are insufficient, the Association may, pursuant to Section 10.5, if permitted under the Act, levy, assess and collect in advance from the Owners, without the necessity of a special vote of the Owners, a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. Further levies may be made in like manner if the amounts collected prove insufficient to complete the repair, replacement or reconstruction.

Section 11.5 *Disbursement of Funds for Repair and Reconstruction.* The insurance proceeds held by the Association and the amounts received from the Special Assessments

provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners in proportion to the contributions each Owner made as Special Assessments, then in proportion to the relative value of each Unit which shall be based on the square footage of the Unit and in accordance with the Units' Percentage Share of Common Expenses, first to the Mortgagees and then to the Owners, as their interests appear.

## **ARTICLE 12.**

### **APPOINTMENT OF ATTORNEY-IN-FACT**

Each Owner hereby irrevocably appoints the Association as the Owner's true and lawful attorney-in-fact for the purposes of purchasing and maintaining insurance pursuant to Article 9, including the collection and appropriate disposition of the proceeds thereof, the negotiation and settlement of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to purchase and maintain insurance as well as dealing with any improvements covered by insurance written in the name of the Association pursuant to Article 9 upon their damage or destruction as provided in Article 11, or a complete or partial taking as provided in Article 12, above. Acceptance by a grantee of a deed or other instrument of conveyance or any other instrument conveying any portion of the Property shall constitute appointment of the Association as the grantee's attorney-in-fact, and the Association shall have full authorization, right and power to make, execute and deliver any contract, assignment, deed, waiver or other instrument with respect to the interest of any Owner which may be necessary to exercise the powers granted to the Association as attorney-in-fact.

## **ARTICLE 13**

### **RESERVED DEVELOPMENT AND SPECIAL DECLARANT RIGHTS**

The Declarant reserves no rights with respect to the Property or the Project.

## **ARTICLE 14**

### **DESIGN REVIEW AND RESTRICTIONS ON USE**

Section 14.1. *Use/Occupancy.* No Unit within CHC shall be used for any purpose other than allowed by local zoning codes and the Solar Ranch 1 and 2A HOA regulations. CHC are intended as residential Units only and no Unit shall be used for any purpose other than a residential dwelling unless allowed under local zoning codes for home occupations.

Section 14.2. *Leasing of a Unit.* Any Unit owner shall have the right to lease or allow occupancy of a Unit upon such terms and conditions as the Unit owner may deem advisable, except that all such leasing or occupancy of a Unit shall be subject to this declaration.



Section 14.3. *Maintenance and Use of Units.*

14.3.1 Each Unit owner is responsible for the maintenance, repair or replacement of the properties located within his/her Unit boundaries, all Limited Common Elements appurtenant to his/her Unit, and as otherwise stated herein as his/her sole responsibility. Each Unit at all times shall be kept in a clean, sightly and wholesome condition. No trash, litter, junk boxes, containers, bottles, cans, implements, machinery, lumber or other building materials, or personal items other than vehicles as allowed herein shall be permitted to remain exposed upon or within any UnitUnit so that the same are visible from any neighboring UnitUnit or any street, except as necessary during any period of permissible construction.

14.3.2 Each Unit owner shall have the exclusive right to use and enjoyment of the Limited Common Elements appurtenant to his/her Unit. A Unit owner may change or modify Limited Common Elements appurtenant to his/her Unit only with approval of the entire Association.

Section 14.4 *Restrictions on Animals and Pets.* No animals or pets may be kept upon or within any Unit or upon the real estate except those which may be permitted by the codes of the Town of Ridgway, Colorado. No owner shall have more than two pets (defined as dogs and cats only) without the express written consent of the owner of the other Unit.

Section 14.5 *Restrictions on Exterior Improvements.* No improvement or change to the exterior of a building which includes a Unit or to any of the Common Elements or to any landscaping shall be constructed, erected, placed or installed within the Property unless complete plans and specifications thereof shall have been first submitted and approved by all UUnit owners and, if required by any declaration, covenant, restriction, rule or regulation promulgated by or for the benefit of SR 1&2 HOA, by SR 1&2 HOA also.

Section 14.6 *Nuisances.* No nuisances shall be permitted upon the real estate or within any Unit, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs any Unit owner or which may unreasonably interfere with the peaceful enjoyment or possession of the proper use of the Unit or a general common element, or any portion of the real estate. Further, no immoral, improper, offensive or unlawful use shall be permitted within any Unit or upon the real estate. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the real estate or any Unit thereof shall be observed.

Section 14.7 *Vehicular Parking, Storage and Repairs.* Neither owner shall park that owner's vehicles or other items on the other owner's side of the driveway, an owner's side being defined as that area on that owner's side of a dividing line of the property running straight from the firewall separating the two Units to the middle of the entry to the driveway from the street. Neither shall either owner block or hinder the other owner's access to his or her parking and garage.

Section 14.8 *No Annoying Lights, Sounds or Odors.* No light shall be emitted from any portion of the real estate or Unit thereof which is unreasonably bright or causes unreasonable glare, no sound or odor shall be emitted from any portion of the real estate or any Unit thereof which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spotlights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the real estate or any Unit thereof without the prior written approval of all Unit owners. All exterior lighting must also be in compliance with the regulations of the Town of Ridgway, CO.

Section 14.9 *No Hazardous Activities.* No activities shall be conducted on any portion of the real estate or any Unit thereof which is or might be unsafe or hazardous to any person, animal or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any portion of the real estate or any Unit thereof and no open fires shall be lighted or permitted upon any portion of the real estate or any Unit thereof except for fires built in fireplaces constructed within a Unit for such purpose. It is understood that gas outdoor barbeque grills are not considered hazardous and that their use is acceptable.

Section 14.10 *Compliance with Insurance Requirements.* Except as may be approved in writing by all Unit owners, nothing shall be done or kept on the real estate or within any Unit which may result in a material increase in the rates insurance or would result in the cancellation of any insurance maintained on the real estate and improvements.

Section 14.11 *No Unsightliness.* All unsightly conditions, structures, facilities, equipment, objects and conditions shall be enclosed with an approved structure.

Section 14.12 *No Restriction on Sale of Unit.* The right of Unit owners to sell, transfer or otherwise convey a Unit shall not be subject to any right of first refusal or similar restriction, and such Unit may be sold free of any such restrictions.

Section 14.13 *No restrictions on Mortgaging of a Unit.* There are no restrictions on the right of Unit owners to mortgage or otherwise encumber their Unit. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 14.14 *No partition or Division.* No Unit may be further partitioned or divided and no Unit may be conveyed pursuant to a time-sharing arrangement.

## **ARTICLE 15**

### **DURATION OF COVENANTS AND AMENDMENT**

Section 15.1 *Term.* The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity, subject to the termination provisions of the Act.

Section 15.2 *Amendment.* This Declaration, or any provision of it, may be amended at any time by Owners holding not less than fifty-one percent (51%) of the votes possible to be cast under this Declaration at a meeting of the Owners called for that purpose.

Section 15.3 *Execution.* Any amendment must be executed by the President of the Association and recorded, and approval of such amendment may be shown by attaching a certificate of the Secretary of the Association to the recorded instrument certifying the approval of a sufficient number of Owners of the amendment.

Section 15.4 *Revocation.* This Declaration shall not be revoked nor shall the condominium regime created hereby be terminated (except as provided in Article 11 regarding total destruction and Article 12 regarding total condemnation), without the consent of all of the Owners evidenced by a written instrument duly recorded with the Clerk and Recorder for Ouray County, Colorado.

## **ARTICLE 16** **LIMIT ON TIMESHARING**

No Owner of any Unit shall offer or sell any interest in such Unit under a “timesharing” or “interval ownership” plan, or any similar plan.

## **ARTICLE 17** **GENERAL PROVISIONS**

Section 17.1 *Restriction on Declarant Powers.* Notwithstanding anything to the contrary herein, no rights or powers reserved to Declarant hereunder shall exceed the time limitations or permissible extent of such rights or powers as restricted under the Act. Any provision in this Declaration in conflict with the requirements of the Act shall not be deemed to invalidate such provision as a whole but shall be adjusted as is necessary to comply with the Act.

Section 17.2 *Enforcement.* Except as otherwise provided in this Declaration, the Executive Board, Declarant or any Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Executive Board of the Association, Declarant or by any Owner to enforce any covenant or restriction contained in this Declaration shall in no event be deemed a waiver of the right to do so thereafter. In any action instituted or maintained under this section, the prevailing party in such action shall be entitled to recover such parties’ costs and reasonable attorney’s fees incurred pursuant thereto, as well as any and all other sums awarded by the Court. No failure of any Unit owner to enforce any covenant or restriction herein shall constitute or be deemed a waiver of the right to do so thereafter.

Section 17.3 *Severability.* Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 17.4 *Conflicts Between Documents.* In case of conflict between this Declaration and the Articles and the Bylaws of the Association, this Declaration shall control. In case of conflict between the Articles and the Bylaws, the Articles shall control.



Section 17.5 *Technical, Clerical, Typographical or Clarification Amendment by Declarant*. If Declarant shall determine that any amendments to this declaration or the condominium maps shall be necessary in order to make non-material changes, such as for the correction of a technical, clerical or typographical error or clarification of a statement, then, subject to the following sentence of this section, Declarants shall have the right and power to make and execute any such amendments without obtaining the approval of any Unit owners. Each such amendment of this declaration shall be made, if at all, by Declarants prior to the expiration of three years from the date this declaration is recorded.

Section 17.5 *Interpretation*. The provisions of this declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the development of the Units and of promoting and effectuating the fundamental concepts as set forth in the recitals of this declaration. This declaration shall be construed and governed under the laws of the State of Colorado.

Section 17.6 *Singular Includes the Plural*. Unless the context requires otherwise, the singular shall include the plural, and the plural shall include the singular, and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 17.7 *Captions*. All captions and titles used in this declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in an paragraph, section or article hereof.

DECLARANT:

---

**PAULA JAMES**

---

**DONALD JAMES ROGERS**

COUNTY OF OURAY       )  
STATE OF COLORADO    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by **Paula James and Donald James Rogers**.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[declaration draft 6]



# INVOICE

Land Title Guarantee Company  
5975 Greenwood Plaza Blvd Suite 125  
Greenwood Village, CO 80111  
970-626-3157

PAULA JAMES  
PAULA JAMES  
620 SABETA DRIVE  
RIDGWAY, CO 81432-0872

## Reference

Your Reference Number: TBD Commitment - 85005739  
Our Order Number: OU-3357  
Our Customer Number: 79115.1  
Invoice Requested by: PAULA JAMES  
Invoice (Process) Date: May 01, 2019  
Transaction Invoiced By: Web Services  
Email Address: system@ltgc.com

**Invoice Number: OU-3357**

Date: May 01, 2019

Order Number: 85005739

Property Address: 520 CHIPETA DR #A 520 CHIPETA DR #B RIDGWAY 81432

Parties: A Buyer To Be Determined

## Invoice Charges

Service:	TBD Commitment	\$230.00
Ref:	85005739	
Addr:	520 CHIPETA DR #A 520 CHIPETA DR #B	
Party:	PAULA JAMES AND DON J. ROGERS	
Total Amount Invoiced:		\$230.00
Less Payment(s):		\$0.00
Balance Due:		\$230.00

## Due and Payable upon receipt

Please make check payable to Land Title Guarantee Company and send to the address at the top of Page 1.  
Please reference **Invoice Number OU-3357** on your Payment





**Land Title Guarantee Company  
Customer Distribution**



***PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.***

Order Number: **GUR85005739**

Date: **05/01/2019**

Property Address: **520 CHIPETA DR #A 520 CHIPETA DR #B, RIDGWAY, CO 81432**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

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**For Closing Assistance**

**For Title Assistance**

Gunnison County Title Team  
411 THIRD STREET  
CRESTED BUTTE, CO 81224  
(970) 626-7001 (Work)  
(877) 375-5025 (Work Fax)  
[gcreponse@ltgc.com](mailto:gcreponse@ltgc.com)

---

**Seller/Owner**

PAULA JAMES

Delivered via: Electronic Mail



## Land Title Guarantee Company Estimate of Title Fees

Order Number: **GUR85005739** Date: **05/01/2019**  
Property Address: **520 CHIPETA DR #A 520 CHIPETA DR #B, RIDGWAY, CO 81432**  
Parties: **A BUYER TO BE DETERMINED**  
**PAULA JAMES AND DON J. ROGERS**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title insurance Fees	
"TBD" Commitment	\$230.00
	<b>Total \$230.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

### Chain of Title Documents:

[Ouray county recorded 06/03/2013 under reception no. 210077](#)

### Plat Map(s):

[Ouray county recorded 09/03/1991 under reception no. 149479](#)

[Ouray county recorded 02/29/1996 under reception no. 161333](#)

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: GUR85005739

**Property Address:**

520 CHIPETA DR #A 520 CHIPETA DR #B, RIDGWAY, CO 81432

**1. Effective Date:**

04/11/2019 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A Fee Simple

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

PAULA JAMES AND DON J. ROGERS

**5. The Land referred to in this Commitment is described as follows:**

LOT 39, FILING NO. 1, SOLAR RANCHES, COUNTY OF OURAY, STATE OF COLORADO.

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**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number:** GUR85005739

**All of the following Requirements must be met:**

**This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.**

**Pay the agreed amount for the estate or interest to be insured.**

**Pay the premiums, fees, and charges for the Policy to the Company.**

**Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.**

**NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.**

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

Order Number: GUR85005739

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 27, 1903, IN BOOK 64 AT PAGE [56](#).
9. RESERVATION OF ONE-HALF OF ALL OIL, GAS AND MINERAL RIGHTS, RESERVED BY ROBERT LUNDGREN AND MABEL S. LUNDGREN IN DEED RECORDED JANUARY 18, 1962 IN BOOK 162 AT PAGE [231](#).
10. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF SOLAR RANCHES FILING NO. 1 RECORDED SEPTEMBER 4, 1991 IN BOOK 217 AT PAGE [695](#); AND DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS OF SOLAR RANCHES RECORDED JULY 21, 1993 IN BOOK 227 AT PAGE [222](#).

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part II**  
**(Exceptions)**

**Order Number:** GUR85005739

11. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT ON THE PLAT OF FILING NO. 1 SOLAR RANCHES RECORDED SEPTEMBER 3, 1991 UNDER RECEPTION NO. [149479](#); AND AMENDMENT TO BUILDING RESTRICTIONS RECORDED FEBRUARY 29, 1996 UNDER RECEPTION NO. [161333](#).
12. TERMS, CONDITIONS AND PROVISIONS SET FORTH IN INSTRUMENT RECORDED OCTOBER 24, 2002 UNDER RECEPTION NO. [179059](#).
13. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 02-05 RECORDED AUGUST 14, 2017 AT RECEPTION NO. [219193](#).





## LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - your transactions with, or from the services being performed by us, our affiliates, or others;
  - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.





## Commitment For Title Insurance

### Issued by Old Republic National Title Insurance Corporation

#### NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

#### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

#### COMMITMENT CONDITIONS

##### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

##### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

##### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I—Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee  
Company  
3033 East First Avenue Suite  
600  
Denver, Colorado 80206  
303-321-1880



President



Old Republic National Title Insurance Company, a Stock  
Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111



Mark Bilbrey, President



Rande Yeager, Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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## Staff Report

**Request:** Minor Subdivision  
**Legal:** Solar Ranches Filing 1, Lot 39  
**Address:** 520 Chipeta Drive  
**Parcel #:** 430516313039  
**Zone:** Low Density Residential District (R)  
**Applicants:** Paula James and Don Rogers  
**Owners:** Paula James and Don Rogers  
**Initiated By:** Shay Coburn, Town Planner  
**Date:** May 28, 2019

### BACKGROUND

This request is for a minor subdivision or condo plat for Lot 39 of the Solar Ranches Filing 1 Subdivision. The lot is a designated duplex lot and a duplex was built on this lot in 2014. The property is zoned residential.

The Applicants requested to subdivide the lot at the August 2013 Planning Commission; however, the application was never forwarded on to the Town Council.

Submitted with the Application for Public Hearing are the following:

1. Application for Hearing
2. Proof of ownership
3. Acknowledgement of Fees and Costs form
4. Plat Map
5. Condominium Declaration of Chipeta House Condominiums
6. Updated Title information



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

### CODE PROVISIONS

#### 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).

## ANALYSIS

This application is for a minor subdivision to convert a duplex into two separate condominium units that can be owned individually. Existing duplexes for which condominiumization is requested are reviewed as Minor Subdivisions pursuant to RMC §7-4-8. This is a recommended approach insofar as the need for a detailed preliminary plat submittal is not needed to subdivide a platted and developed lot, and the utility infrastructure and site features are established.

### Criteria for Minor Subdivision

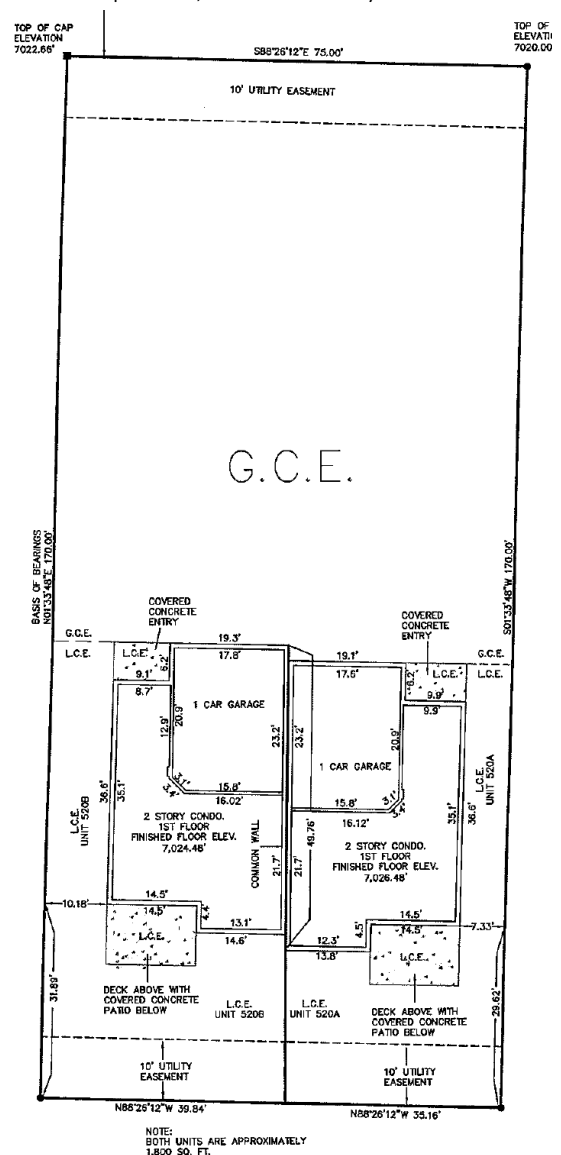
Criteria 1-2: The subdivision is not resulting in more than 2 lots and all lots are adjacent to a dedicated, maintained and accepted public street, Chipeta Drive.

Criteria 3: All utilities are in place and separate for each unit. Irrigation is also separate for each unit.

Criteria 4: No variance has been granted in past 3 years. Since these units will become condo units, no variances are needed with this application.

Criteria 5-6: No part of the subdivision has been part of a minor subdivision in the past 3 years and a State Highway Access Permit is not needed for this property.

Criteria 7: The design standards, RMC 7-4-7, have been met. Note that most of the items in this section of the code are not applicable due to the subject property being within an already approved PUD. This section requires certain plat notes, this is addressed in the Plat Map section just below. The design standards also addressed drainage. The property drains to the north and south. There is a perforated pipe that takes water from the northern roofs out across the driveway to the east side. A blanket utility and drainage easement should be added across all LCE and GCE for ease of access to utilities and the right to drain the roofs/property as it is established today.



## Plat Map

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

- Add a vicinity sketch map.
- Add basis of bearing.
- Label units that the garage and structures belong to, similar to the labels on the LCEs.
- The solid line in the rear of the two units should be a long dashed line like the line that separates the GCE and LCE on the sides of the units. This line needs a dimension.
- Utilities (including at least water, sewer, gas, electric) need to be surveyed in on the plat map or provided as an as-built as part of this application.
- Staff suggests that the area currently labeled at GCE in the front of the units be converted, at least partially, to LCE. Preferably, the line between the units would extend as to split the GCE into two LCE. As drawn now, one owner could park their car in front of the other unit's garage. It would be clearer for the future owners to have the area in front of their garage, and the landscaping area that they are responsible for as LCE.
- The Certificate of Improvements is missing and needs to be added:

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

Date: \_\_\_\_\_

Town Manager: \_\_\_\_\_
- Add a blanket utility easement as noted under Criteria 7 above.
- The following plat notes are missing and need to be added:
  - "All outdoor lighting fixtures shall comply with Town of Ridgway regulations."
  - "The property platted herein, other than streets or other tracts dedicated to the Town, is subject to the *Condominium Declaration of Chipeta House Condominiums* as recorded in the Ouray County Records at Reception No. \_\_\_\_\_."
  - "The property platted hereby is subject to the plat notes as recorded in Filing No. 1 Solar Ranches as recorded in the Ouray County Records at Reception No. 149479 and the Declarations of Protective Covenants, Conditions and Restrictions of Solar Ranches Filing No. 1 as recorded in the Ouray County Records at Reception No. 149494 as may be amended from time to time."
  - "The property platted hereon is subject to the prior easements as shown hereon." Reference reception number where the easements are shown on north and south side of property.
  - "The maximum number of dwelling units allowed is two (2)."

## Condominium Declaration of Chipeta House Condominiums

There is a note on the Filing No. 1 Solar Ranches plat map that states, "No lot in Filing No. 1 shall be resubdivided." Then in February 1996, the plat was amended to add a note stating,

**Notwithstanding the restriction on further subdivision of the lots in Solar Ranches, Filing 1 and Filing 2A, multi-family dwelling units constructed on lots previously designated for such construction by the Town of Ridgway may, by condominium or similar declaration, be converted into an equal number of individually owned units providing for common-interest ownership of substantially all of the area outside of the principal building. The creation of such common-interest ownership arrangements on any lot shall be in accord with provisions of C.R.S. 38-33-101 et seq. and in accord with Town of Ridgway subdivision procedures.**

This means that the subject lot could not be divide into two lots but can be divided into condo units. This is not ideal as there has to be some coordination between property owners but is the only way that units can be owned separately, besides amending the plat map to remove or revise the plat note. To address this coordination that will be needed among the two owners, the Applicant has submitted a draft Condominium Declaration of Chipeta House Condominiums; however, a revised document was submitted to Staff too late to be reviewed for this hearing so any approval will need to be conditions upon Town Attorney review and approval.

#### Excise Tax

Per RMC 3-4, excise tax is due for the two units before the document is recorded.

#### Building Code

It is important to note that with a duplex, certain building code provisions that address fire separation and penetrations apply. This duplex was built with fire separation between the units as shown in the Certificate of Occupancy below issued for both units.

<b><i>Certificate of Occupancy</i></b>	
<b>TOWN OF RIDGWAY, OURAY COUNTY, COLORADO</b>	
<b>BUILDING DEPARTMENT</b>	
This certificate is issued pursuant to the requirements of Section R110 of the International Residential Code, 2006 Edition, certifying that at the time of issuance this structure has been inspected, and the occupancy thereof is hereby authorized.	
Permit Number: 2013-027	Use: Residential
Owner:	Paula James and Don Rodgers
Mailing Address:	620 Sabeta Drive, Ridgway, Colorado 81432
Building Address:	520 Chipeta Dr., Units A & B, Ridgway, CO 81432, Ouray County
Comment:	Development is a duplex with fire separation between the units
By: <u>John Hatfield</u>	Date: June 11, 2015

#### Solar Ranches PUD

This subdivision involves a minor modification of a planned unit development. The modification is consistent with the efficient development and preservation of the entire planned unit development and does not affect in a substantially adverse manner either the enjoyment of land within the planned development or the public interest, and is not granted to confer a special benefit upon any person. The density or number of units within Solar Ranches is not affected by this subdivision as two 'single family equivalents' were previously approved for this lot per Town Resolutions 02-05 and 02-10.

---

#### **STAFF RECOMMENDATION**

The duplex on the subject property was built by-right a handful of years ago. This minor subdivision or condominium plat 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 Minor Subdivision to be forwarded on to Town Council with the following conditions to be completed before the Town Council hearing:

1. All edits listed for the plat map in this staff report.
2. Town Attorney reviews the application and any edits requested are completed.





*From Chipeta Drive looking south*

For Agenda item (03), see separate individual hearing packet.

# Strategic Master Plan for RIDGWAY VISITOR CENTER & HERITAGE PARK

DRAFT

PREPARED BY DHM DESIGN MAY 2019

DHM DESIGN LANDSCAPE ARCHITECTURE  
LAND PLANNING  
URBAN DESIGN  
1000 PARK AVE. SUITE 100  
DURANGO, CO 81301 | 970.246.4100





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## ACKNOWLEDGMENTS

### **Town of Ridgway**

Diedra Silbert - Community Initiatives Facilitator

### **Ridgway Chamber of Commerce**

Hilary Lewkowitz

Erin Stadelman, Ouray County Fairgrounds & 4H Event Center - Secretary

### **Others**

Ridgway Railroad Museum

Public Meeting Attendees

### **DHM Design**

Walker Christensen, RLA - Principal

Cammie Willis, RLA - Landscape Architect



**Ridgway Visitor Center:** Heritage Park holds Ridgway’s museum building, which is currently being used by the Ridgway Railroad Museum. The railroad museum plans to be completely moved to a new location by the summer of 2020.

# PROJECT PURPOSE

## BACKGROUND

Ridgway's Heritage park is located at the intersection of Highway 550 and Sherman Street/Highway 62—acting as the entrance into town from the east side. This site, which is owned by the Town of Ridgway, has most recently been used by the Ridgway Railroad Museum for their outdoor displays of railroad cars and indoor historical information. Currently, the Railroad Museum has been moving out of the site to a new location (200 North Railroad Street). A majority of the train cars have already been relocated to this new site. The remainder of the train museum information (the historical photos and documents) on display in the Visitor Center are planned to be moved to the new location by the summer of 2020. This will leave the current Visitor Center and Heritage Park as a blank slate for new park and visitor information uses.

## PURPOSE

The purpose of this project was to obtain community input regarding the vision and direction of Heritage Park and Visitor Center—a critical gateway area to the Town of Ridgway and surrounding region. With the Railroad Museum moving out in 2020, the park will be empty and the Ridgway Chamber of Commerce will occupy the Visitor Center. The park site itself is in a key and highly visible location for the Town, although it is currently sparsely vegetated and is in need of maintenance and cleanup. Due to these changes happening with the park and visitor center, there was a clear need to get additional direction on determining future goals for the site. Therefore, with the goal of developing a strategic plan for the park and visitor center, the Chamber secured state grant funding to use towards re-imagining and redesigning this space. The funding was used to hire a team of design professionals to conduct a public process in order to gain community input on wish list items to incorporate in the strategic master plan design for the site. The public process consisted of several public meetings where precedents and concept plans were displayed and discussed with meeting attendees. (Refer to page 10 for a detailed description of the public process.)



**Ridgway Visitor Center:** The current Visitor Center building was historically used by the Fairgrounds as a hog barn.



## DESIGN PROCESS & GOALS

The design process involved using community input to guide the site plan layout until a Preferred Site Plan and Long Term Option 2 were developed. (See these plans on pages 12-15.) The plan features site elements, such as signage, information kiosks, play features, planting areas, picnic areas, walks, and restrooms. These park elements were determined to be important and were edited based on the community feedback at the public meetings and the final versions of these are reflected in this document. Precedent images and photomontages of these elements are featured on pages 18-27. The site plan and these features comprise the Strategic Plan for Ridgway Visitor Center and Heritage Park. The primary goal of this strategic plan document is to outline a cohesive and achievable site master plan for the Town of Ridgway that can guide future park developments and improvements as funding is acquired. (Refer to page 28 for a preliminary cost estimate of the preferred site plan and to page 30 for a list of funding options.)

Goals that the community, Town of Ridgway, and Chamber of Commerce had for this project include the following:

- Attract visitors to stop year-round
- Develop visitor center options that feature self-guided informational signage so that volunteers do not have to be present for the visitor center to function
- Improve park amenities and aesthetics
- Develop a plan for ADA restrooms that can be accessible from the exterior so that the visitor center doesn't have to be open for passers-by to use these facilities
- Develop a parking organization plan for the gravel lot
- Determine park purpose and amenities needed in order to be successful
- Develop ideas for small play features and other desired community resources
- Offer visitors rest area amenities such as picnic space, restroom facilities, dog walk, play opportunities, etc.



**Heritage Park:** The park is mostly gravel with sparse planting. It was recently used by the Ridgway Railroad Museum to feature train cars on old railroad ties. Most of the cars have been relocated to the new Railroad Museum location.

# EXISTING CONDITIONS

Heritage Park features the museum building, a gravel parking lot, a large empty linear gravel area that was recently being used to hold railroad cars on display for the Ridgway Railroad Museum, and an existing gateway sign and plantings near Highway 550. There is also a small wooden pergola located near the Visitor Center and numerous railroad ties that could be reincorporated into the overall park master plan. There are two small structures between the parking lot and the fairgrounds—an old kiosk sign and a small storage shed; these site elements are in poor condition and may be in need of replacement. The parking lot holds about 30 cars and is currently functioning as a bus “park and ride” drop-off/pick-up and carpool location for workers commuting to and from Telluride. The Ouray County Fairgrounds are located directly to the south of Heritage Park and can be accessed through the main entry location off of Highway 550 or by passing into and through Heritage Park via Race Course Road. Event parking for the Fairgrounds may fill up the Heritage Park parking lot on occasion.

Much of the site has piles of debris and weeds and is in need of some clean up. There are several trees that have grown to block visibility of key locations on site; these may need to be trimmed or removed to open up site views.



Park Entry - Park users may enter the site by passing beneath the old Fairgrounds sign via Race Course Road.



ADA Parking - The parking lot features a designated ADA parking space sign close to the Visitor Center building.



Gravel Parking Lot - The park has a gravel parking lot with undefined parking spaces and usually holds about 30 vehicles.



Old Structures - An old storage shed and information kiosk have been placed in Heritage Park near the Fairgrounds.





Trestle - Railroad ties have been shaped into a trestle feature near the east end of the park next to the Fairgrounds.



Train Car - The Ridgway Railroad Museum left one of its train cars in the park, which could be used in the new park plan.



Debris - Small pile of debris are located in Heritage Park. These spaces are in need of some cleanup and weeding.



Visitor Center - The interior of the visitor center building is small and tight in its current layout. The restroom is not ADA.



Planting - Some of the existing park vegetation has grown to screen key site elements—such as this gateway sign in the park near Highway 550.



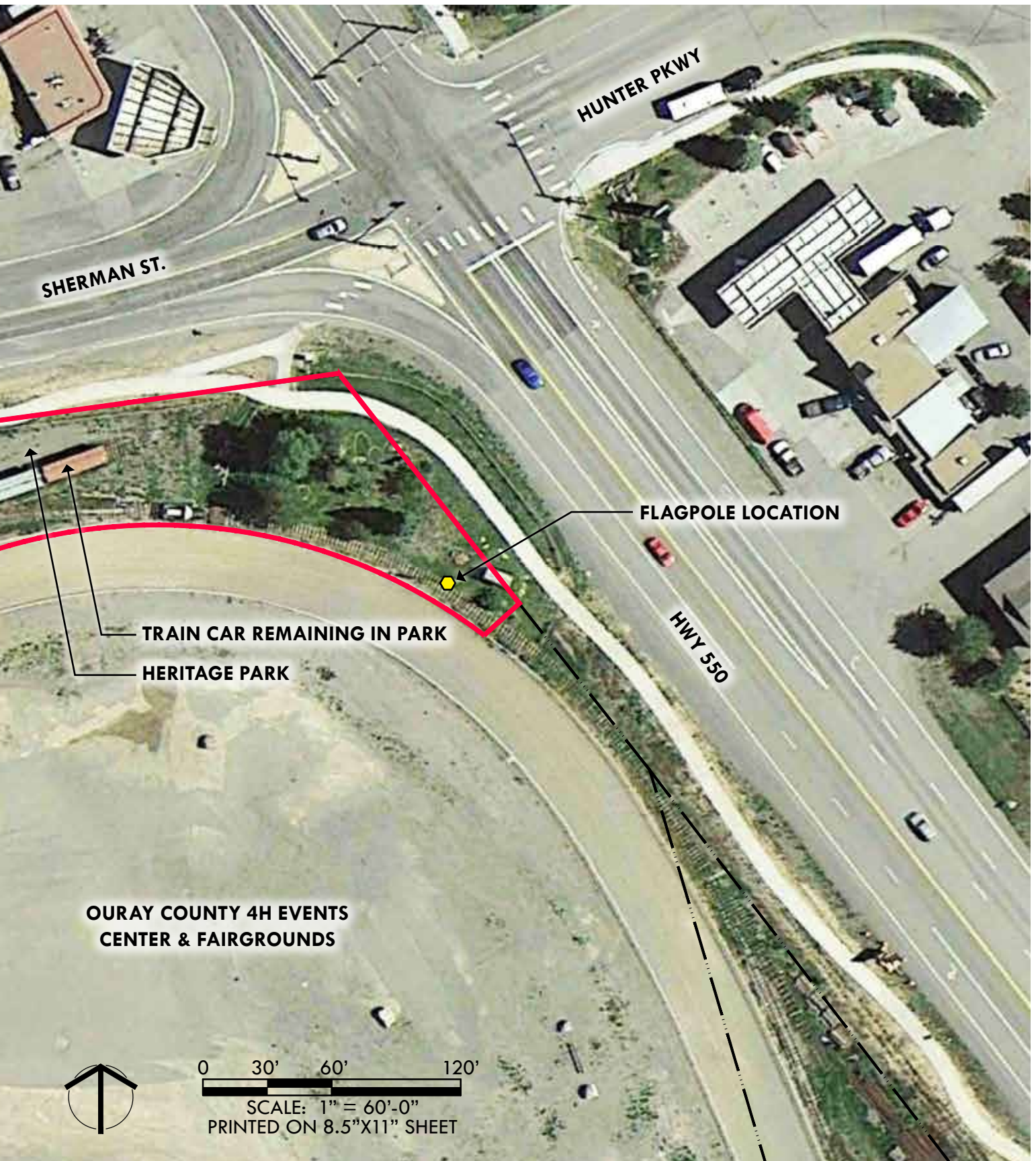
Gateway Sign - A current Ridgway sign is located in the park near the 550 & Sherman St. intersection. This sign is undersized and outdated—featuring the an old Town catchphrase.



# EXISTING SITE BASE MAP









# PROPOSED DESIGN

## USING PUBLIC PROCESS TO GUIDE DESIGN

The proposed Master Plan Design was created with the input provided at the Public Meetings held in the Ridgway Town Hall Community Center on Thursday, March 28th, 2019 and Monday, April 29th, 2019. The initial public meeting showcased precedent image boards that were discussed by the community members in attendance to determine likes and dislikes. The Design Team then took this input to develop two schematic design options (in plan view) and their associated site element precedent images and photomontages that were presented at the second and final public meeting held on April 29th. Community members were able to express their concerns and ideas for the two schematic design options as well as the proposed site element designs. This input was then discussed with Ridgway Chamber of Commerce members in order to develop a proposed design that fit the community goals expressed by public meeting attendees with the Chamber's budget goals for renovating Heritage Park and the Visitor Center. The design team used this input to create the final Preferred Master Plan Design Option and Long Term Option 2 shown on pages 12 - 15 of this document. Precedent images and photomontages of the proposed site elements found in the Preferred Master Plan design are featured starting on page 18 of this document.

The precedent image boards and meeting notes showcased at these public meetings can be seen in Appendix A of this document. The two schematic master plan designs can also be viewed in Appendix A.



**Public Meeting Input:** The images above show comments made during the Public Meeting held on March 28th. Meeting attendees were able to place green dots on images they liked and red dots on images they disliked.



## PREFERRED MASTER PLAN DESIGN DESCRIPTION

The Preferred Site Plan used current site features, such as the railroad ties and car already present on site, to organize the park layout. Also, the site itself is more linear from East to West, which necessitates a more path-oriented design. As a result, the proposed design features several interweaving paths to guide users through the space. Key park features are listed in the bulleted list below; they are listed the order they progress through the site from East to West. Images of these features can be seen starting on page 18 of this document.

## KEY PARK FEATURES

- A new Ridgway **Gateway Sign** is located near the Highway 550 and Sherman St. intersection in a demonstration xeric garden area with berms, bollards, and crusher fines pathways.
- A **Photo Opportunity Area** with ADA access is located on top of the existing railroad trestle; this photo area has the mountain range including Mount Sneffels in its backdrop. There is also a platform for the camera person taking the photo. Stone benches are included in a crusher fines plaza nearby.
- A series of **Containers Retrofitted for Visitor Center Information** are located along the railroad tie pathway and would feature the existing train car along with additional storage containers that have been retrofitted to include visitor information, seating, and interactive displays. There are several ornamental xeric planting areas in between the railroad ties located at either end of the containers.
- Lawn Spaces will be located along Sherman Street to provide some grassy areas in the park for locals and passers-by to enjoy.
- A **Planting Bed of Rabbitbrush, Sage, Wildflowers, and Ornamental Grasses** will act as a xeric buffer along the west side of the site along the Fairgrounds. This buffer will help stabilize the steep grades occurring in this area.
- **Themed Informational Signage** is also located along the railroad tie pathway in line with the retrofitted containers. An aspen tree grove would create a scenic backdrop for these signs. These signs feature the five themes that were developed to capture the unique attractions of the Ridgway area; the themes include: Arts and Entertainment, Culinary Experiences, Health and Wellness, Outdoor Adventure, and History and Heritage. The signage will match the aesthetics of other signs in place around town.
- Play areas in the park will include an iconic **Climbing Boulder** with safety surfacing for older children and adults and a **Tot Lot** with smaller natural climbing features such as stepping logs and smaller boulders.
- The existing **Visitor Center** building would remain in place for several years in order to bridge the gap between acquiring funding and needing something in the short-term to accommodate for visitors now. This building is plumbed for up to two restrooms and has one functioning restroom now. In the short-term, the Ridgway Chamber of Commerce is considering small renovation options to open the restroom up to the outside so that people could access the restroom even when volunteers aren't available to staff the visitor center.
- A large **Visitor Center Sign** featuring icons for other park amenities including the photo opportunity area and restrooms would draw people into the site and inform visitors of the park amenities available. Other park amenities include a picnic area and water fountain.
- In order to maximize parking, the unpaved gravel **Parking Lot** should have the spaces delineated in some way, whether by using seasonal painting of stripes in the summer or some other means. If parking was organized in this lot, there would be parking spaces for up to 42 vehicles and two trailers/RVs. Trees could be planted in the parking lot to aid in delineating spaces and to add shade and improve aesthetics. The Fairgrounds has also mentioned the option to accommodate some parking within the center of the track. The Town of Ridgway may have to annex a portion of this area within the fairgrounds to offer more spaces for the Park & Ride.
- The site furnishings used throughout Heritage Park would match the style of site furnishings used in Downtown Ridgway, such as the bollards, bike racks, and natural-toned benches.

# PREFERRED SITE PLAN









# LONG TERM OPTION 2 - NEW VISITOR CENTER





Long Term Option 2 - New Visitor Center was presented at the April 29th public meeting. This option was well-liked by community members in attendance; they were favorable of a new Visitor Center building. (See additional information about this on page 17 of this document.) A precedent image of a visitor center building that was well-liked by public meeting attendees can be viewed on page 19. The cost estimate for this option can be seen in the Appendix on page 53.



# PHASING & PRIORITIES

## PHASING

The below list groups park elements based on importance of installation. Priorities or phasing may change as funding is acquired or as grants for various items become available. Initial site cleanup, creating accessible restrooms, and signage were some of the items that were identified as being key features needed in the short term. Other items that would add to the overall park experience—such as the photo opportunity area and other signage and plantings—would be phased in later as the funding and resources for those items becomes available. These items are explained in further detail with associated images starting on page 18 of this report.

### PHASE 1 - HIGH PRIORITY

- Initial Site Cleanup; trim and remove vegetation
- Parking Delineation in unpaved gravel parking lot
- Accessible Restrooms (ADA accessible and accessible from the building exterior for public use when there are no volunteers at the Visitor Center)
- New Gateway Sign
- Temporary signage on current Visitor Center Building; made to be movable as more permanent signage structures are installed
- Themed Informational Signs
- Plant Trees

### PHASE 2 - MEDIUM PRIORITY

- Demolition of old Visitor Center Building; Install new Restroom & Picnic Area
- Installation of New Visitor Center Kiosks (Retrofitted Containers) - includes picnic seating area, water fountain, informational signage, and interactive displays
- Install pathways through site
- Install sod areas
- Relocate Railroad Ties to create park layout framework
- Visitor Center Sign with park amenity icons such as the restroom, picnic, and camera symbols
- Photo Opportunity Area

### PHASE 3 - LOW PRIORITY

- Remove existing pergola and replace with Climbing Boulder & safety surfacing
- Nature Play-Themed Tot Lot play area
- Crusher fines plaza area and secondary crusher fines pathways
- Site Furnishings (bollards, benches, bike racks, etc.)
- Xeric planting areas & demonstration gardens



## A NEW VISITOR CENTER BUILDING (LONG TERM OPTION 2)

Another item that the public meeting attendees identified as a wish list item is the addition of a new Visitor Center building—see this option on pages 14 and 15. This is not included in the phasing list on page 16 and below because planning for a new community building would require additional long-term visioning, public process, and fundraising efforts before such an addition could be made to the site design. The desired Visitor Center, as expressed by community members, would feature local meeting space as well as visitor and museum information. The Chamber's vision of this new visitor center building is for a 1,700 SF building (proposed in Long Term Option 2 - New Visitor Center Building) that is a suitable fit for a low-staff visitor center building with bathrooms accessible from the outside. (Refer to page 19 for a precedent image of a visitor center structure that was well-liked at the public meetings held in Ridgway.) Due to budgetary and space constraints, we will need to find a compromise to fit the desires of community members that want a state-of-the-art building that can also be used as community space.

\*If a more iconic and eye-catching building were desired, then the space constraints at Heritage Park would be prohibitive from locating this new Visitor Center building on the current park site. If funding was acquired to develop such a large-scale facility, then a more extensive space would need to be acquired by the Town of Ridgway at a similar high-visibility site location along primary access routes. More public process is needed to align on a design and plan for a new visitor center building.

### PHASING DIAGRAM KEY

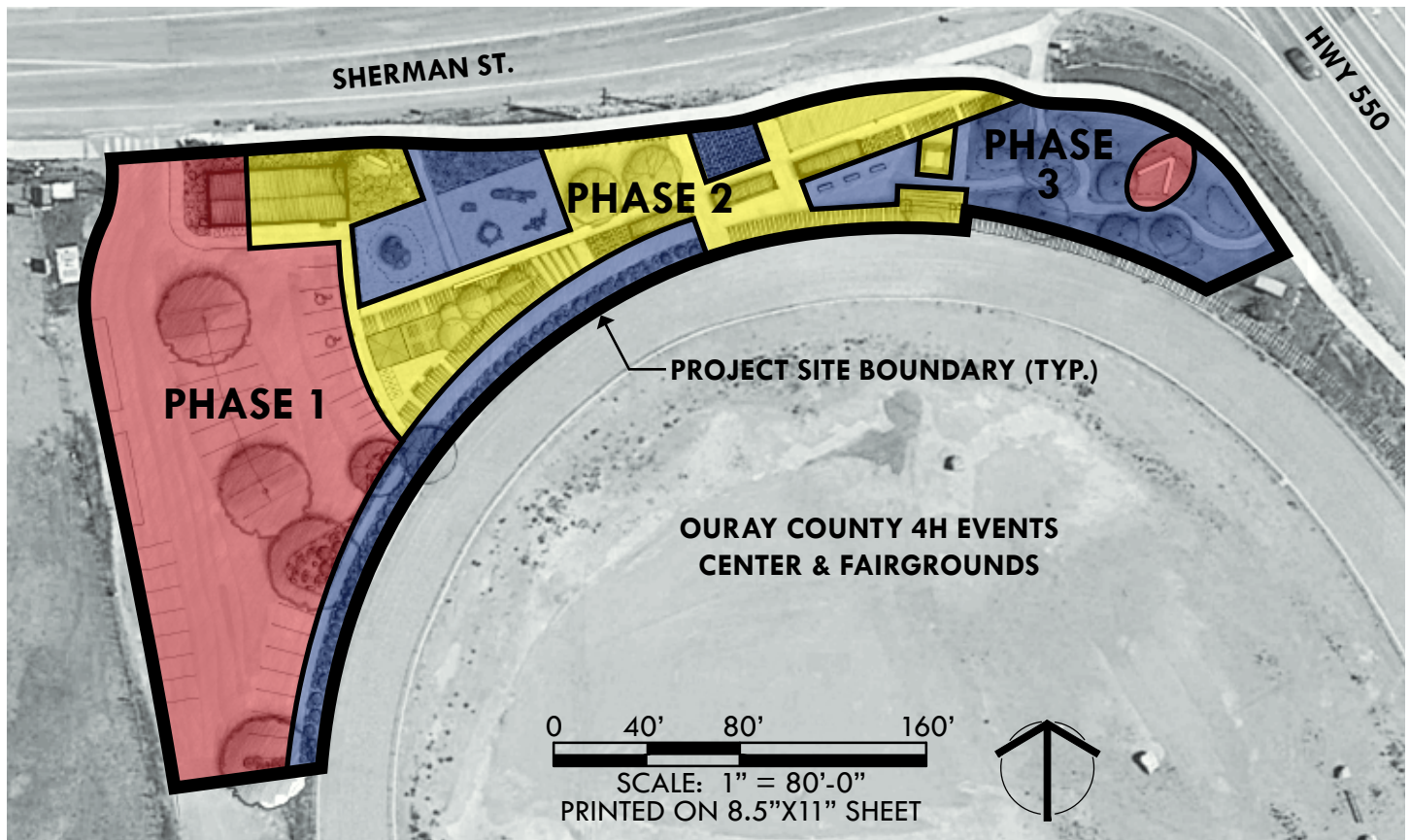
PHASE 1/1ST PRIORITY

PHASE 2/2ND PRIORITY

PHASE 3/3RD PRIORITY

### DESCRIPTION

The Phasing Diagram is a graphic representation of the order in which the new design components of Heritage Park would be installed. The phasing order is based on the priorities shown on page 16 of this document that were determined with public input. Some items may be moved as funding is acquired or as community priorities change.



**Phasing Diagram:** The above diagram features the proposed implementation order of park elements. These elements can be interchangeable as funding is acquired or grants become available or as community priorities shift.



# NEW VISITOR CENTER KIOSK



## 19 CONTAINERS RETROFITTED FOR VISITOR CENTER INFORMATION

A series of containers would act as kiosks to serve as the new Visitor Center in the proposed design. These containers could be retrofitted to host seating, shade areas, informational signage, and interactive displays. They could function with or without staff.



## 19 INTERACTIVE DISPLAYS IN VISITOR CENTER

Interactive displays, such as this topographical map would be on display in the Visitor Center kiosks.

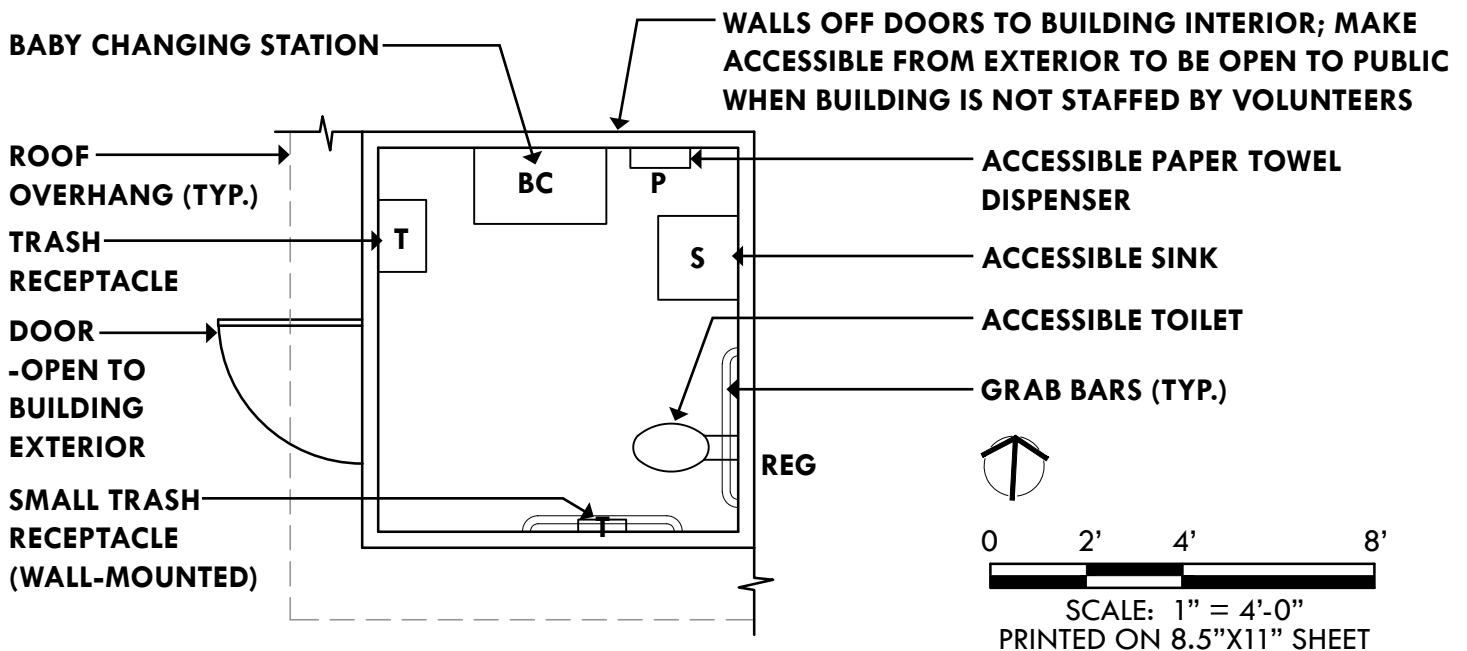


## 22 EXISTING RAILROAD CAR TO REMAIN

The Railroad Museum has offered to leave this car to supplement the Visitor Center storage container kiosks.

# NEW VISITOR CENTER BUILDING

## ADA ACCESSIBLE GENDER NEUTRAL RESTROOM PLAN



### 2 ACCESSIBLE RESTROOM - PLAN VIEW

The current Visitor Center building has a functioning restroom. However, this restroom is not ADA accessible, nor does it open to the exterior of the building. The above plan features a layout of an ADA accessible restroom that could aid with the renovation of the current restroom to improve accessibility. See the Appendix for a multi-stall accessible restroom plan.

\*See the description at the top of page 17 of this report for more information on this potential site plan option.



### 35 ALTERNATE: LONG TERM OPTION 2 - NEW VISITOR CENTER BUILDING

The above image is of the Jackson Hole Visitor Center in Wyoming. This image was shown on a precedent image board at the April 29th public meeting and was most well-liked by meeting attendees for the overall architectural style of the structure.



# SIGNAGE



## 10 THEMED INFORMATIONAL SIGNS

This sign, which is based off of the existing banner pole sign frame located near the Town Hall Community Center in Ridgway, features the (5) themes identified by the Chamber of Commerce as capturing the unique attractions of the Ridgway area. The themes include Arts & Entertainment, Culinary Experiences, Health & Wellness, Outdoor Adventure, and History and Heritage.



## 12 NEW VISITOR CENTER ARROW SIGN

This sign would be located near Sherman Street/Highway 62 and would feature "Visitor Information" text as well as park amenity icons (including parking, restroom, camera, playground, and picnic table symbols) to attract passers-by to stop at Heritage Park.



### PLAN VIEW

Making an angled version of the Gateway Sign will allow for the ideal viewing angles to be used for traffic approaching from different directions.

## 29 NEW RIDGWAY GATEWAY SIGN

This sign would replace the current Gateway sign located near the Highway 550-Sherman St. intersection; it could be a simple front-back sign or triangular (see plan above). The sign would be approx. 20'-0"W x 10'-0"HT. with 30"HT. Ridgway letters.



# RAILROAD TIES



## 8 RAILROAD TIE PATHWAY IN CRUSHER FINES

Approximately 350 railroad ties (not including the trestle railroad ties) are found throughout Heritage Park. In the proposed site design, these ties would be dug up and reset to form pathways through the site that are reminiscent of Ridgway's railroad history.



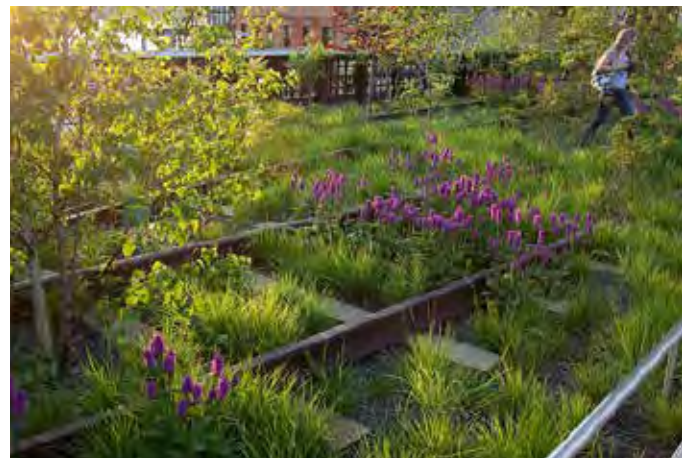
## 13 VERTICAL RAILROAD TIE FENCE -30" HT. MAX. (TYP.)

One potential idea for the park is to reset some of the railroad ties vertically to form a fence that creates a buffer between site features and Sherman Street.



## 13 RAILROAD TIE FENCE -ALTERNATE OPTION

Heritage Park's railroad ties can also be used to create gabion wall fences.



## 24 ORNAMENTAL GRASSES PLANTED BETWEEN RAILROAD TIES

Planting between the railroad ties can also add visual interest to the preferred design's railroad tie pathways.



# PHOTO OPPORTUNITY AREA - OPTION 1



## 26 RAILROAD TRESTLE PHOTO OPPORTUNITY AREA

The existing trestle made of railroad ties near the northeast side of the fairgrounds in Heritage Park was identified as a great location for a photo opportunity with a mountain backdrop in the park. This frame-less option lets the background have the focus.



## 27 PHOTO PLATFORM & CAMERA SIGN

A raised platform will allow the person taking the photo to get a good angle of the scene. A photo symbol sign directs park users to the photo opportunity area—since without the frame outline it is less visible to passers-by.



# PHOTO OPPORTUNITY AREA - OPTION 2



## 26 RAILROAD TRESTLE PHOTO OPPORTUNITY AREA - OPTION 2

Option 2 features a full frame for the photo opportunity and is large enough in scale to attract motorists from the road to stop and check out the park feature. This high visibility design would encourage increased usage of the Photo Opportunity Area.



## 27 PHOTO PLATFORM & CAMERA SIGN - OPTION 2

The framed option directs the camera person to center the image with a specific view of the background scenery; this makes it easier on the photographer to take a quick picture.



# PLAY FEATURES - CLIMBING BOULDER



## 11 LARGE CLIMBING BOULDER PLAY FEATURE

A large climbing boulder feature was identified in the public meetings as a key site element that would be useful to both residents and park visitors. The boulder should match the local rock formation aesthetic in terms of colors and shapes.



# PLAY FEATURES - TOT LOT



- ⑨ **NATURE-THEMED PLAY AREA (TOT LOT)**  
The Tot Lot play area would be natural in its appearance to match the Large Boulder play feature. A series of smaller boulders, logs, and stumps can be used to create this look. Public meeting attendees expressed a desire to see “no plastic play equipment.”



# SITE FURNISHINGS & PLANTING ELEMENTS



## 3 BIKE RACKS

Bike racks, matching those in Downtown, are utilized in the proposed design to encourage bike use and parking.



## 15 BENCHES

Park benches would match those in Downtown. Meeting attendees expressed concern with hot metal benches.



## 16 STABILIZED CRUSHER FINES PATHWAY

Stabilized crusher fines is ADA accessible and will be utilized in pathways throughout the site and in a small plaza area with stone slab benches.



## 17 RABBITBRUSH, SAGE, WILDFLOWERS, & ORNAMENTAL GRASSES PLANTING BED

These plantings are xeric and would act as a buffer between Heritage Park and the Fairgrounds.



## 20 BLUE AVENA ORNAMENTAL GRASS PLANTING BED

Blue avena grass is xeric and only grows to an 18" height. These plants will be incorporated near the retrofitted containers to emphasize their importance in a subtle way.



## 25 STONE BENCH

Stone benches would be located in the crusher fines plaza by the photo opportunity area and the retrofitted container kiosks. They are natural in appearance and would complement the style and aesthetic of the park.



### 31 BOLLARDS

Light bollards are incorporated along pathways in the preferred design plan to improve park safety; they would match those found throughout Downtown. By keeping site furnishings in a similar look with Downtown, the whole Town will feel more connected.



### Pet Waste Station & Dog Etiquette Sign Information:

Dogipot features a range of pet waste station items and offers an entire pet station including a pet waste bag dispenser, a trash receptacle, and a directional sign.

The sign enlargements feature different graphic options for asking pet owners to clean up. The green sign is from SafetySign.com and the white sign is from ComplianceSigns.com. Such signs encourage pet owners to be responsible on the Town's park property.

### 32 PET WASTE STATION



### 33 WATER FOUNTAIN

### Water Fountain Information:

The provision of a water fountain was identified at the public meetings as an important site feature to include in the preferred site plan design. Both of these Elkay fountain options include an ADA accessible drinking fountain and dog bowl. The left most water fountain is from Restroom Direct.com. The right water fountain also includes a bottle-filling station and is from PlumbersStock.com.



# COST ESTIMATE

## PRICES MAY ESCALATE WITH THE PASSAGE OF TIME

The cost estimate shown on the next page represents the design team's educated "best guess" prices of the proposed design elements featured on the Preferred Site Plan. These prices are based off of recent construction bids on current projects, supplier prices, and estimates from past site design projects. Prices represent the cost of building these park features in 2019. Assume an average 3.5% escalation annually from current total depending on the date of construction. Also, there may be a bump up in materials costs, such as the recent increase in steel prices, that cannot be predicted; factors such as this may increase the project costs as well.



**Existing Site Photo:** This photograph shows the railroad ties that are present at Heritage Park, a small pergola, and the parking lot and Visitor Center building in the background.



<b>Ridgway Heritage Park &amp; Visitor Center</b> <b>Preliminary Cost Estimate - Preferred Option</b> <b>Prepared by DHM Design in April 2019</b>				
Item	Quantity	Units	Cost	Total
<b>Site Furnishings</b>				
Picnic Tables - Type 1 (ADA)	1	EA	\$ 3,000.00	\$ 3,000.00
Picnic Tables - Type 2	3	EA	\$ 3,000.00	\$ 9,000.00
Benches	7	EA	\$ 2,360.00	\$ 16,520.00
Bike Racks	10	EA	\$ 200.00	\$ 2,000.00
Trash/Recycling Receptacles	2	EA	\$ 1,305.00	\$ 2,610.00
Water Fountain	1	EA	\$ 5,000.00	\$ 5,000.00
Dog/Pot Pet Waste Station	1	EA	\$ 330.00	\$ 330.00
			<b>Subtotal</b>	<b>\$ 38,460.00</b>
<b>Playground</b>				
Playground Boulder (Large)	1	LS	\$ 75,000.00	\$ 75,000.00
Playground Boulder (Small)	1	LS	\$ 10,000.00	\$ 10,000.00
Hollow Log (ID Sculpture)	1	EA	\$ 5,665.00	\$ 5,665.00
Balance Log (ID Sculpture)	1	EA	\$ 4,356.00	\$ 4,356.00
Charlotte's Web (ID Sculpture)	1	EA	\$ 16,390.00	\$ 16,390.00
Staggered Stumps	1	EA	\$ 4,831.00	\$ 4,831.00
Playground Thickened Edge	280	LF	\$ 20.00	\$ 5,600.00
Engineered Wood Fiber Safety Surfacing	2,500	SF	\$ 5.00	\$ 12,500.00
			<b>Subtotal</b>	<b>\$ 134,342.00</b>
<b>Hardscape/Site Work</b>				
Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00
Concrete Sidewalk	5,165	SF	\$ 8.00	\$ 41,320.00
Stabilized Crusher Fines	5,340	SF	\$ 5.00	\$ 26,700.00
Concrete Mow Edge	190	LF	\$ 15.00	\$ 2,850.00
Steel Edger	100	LF	\$ 3.50	\$ 350.00
Railroad Ties (relocate from on-site)	300	EA	\$ 5.00	\$ 1,500.00
Landscape Boulders (to edge parking lot)	15	EA	\$ 100.00	\$ 1,500.00
Earthwork	1	LS	\$ 12,000.00	\$ 12,000.00
Lighting and Electrical	1	LS	\$ 25,000.00	\$ 25,000.00
			<b>Subtotal</b>	<b>\$ 126,220.00</b>
<b>Planting</b>				
Deciduous Trees (10 gallon)	12	EA	\$ 250.00	\$ 3,000.00
Shrubs (5 gal.)	60	EA	\$ 50.00	\$ 3,000.00
Ornamental Grasses (1 gal.)	125	EA	\$ 15.00	\$ 1,875.00
Sod	3,000	SF	\$ 1.00	\$ 3,000.00
Native Grass	500	SF	\$ 0.20	\$ 100.00
Shrub & Perennial Planting Beds (1 gal)	300	EA	\$ 15.00	\$ 4,500.00
Cedar Bark Mulch	15.5	CY	\$ 100.00	\$ 1,550.00
Topsoil (6" for Turf)	55	CY	\$ 35.00	\$ 1,925.00
Topsoil (4" for Seeded Areas)	4	CY	\$ 35.00	\$ 140.00
Soil Amendment (4 CY/1000 SF in sod areas)	12	CY	\$ 70.00	\$ 840.00
Soil Amendment (1 CY/1000 SF in shrub bed areas)	4	CY	\$ 70.00	\$ 280.00
Irrigation	1	LS	\$ 10,000.00	\$ 10,000.00
			<b>Subtotal</b>	<b>\$ 30,210.00</b>
<b>Signage</b>				
Photo Area	1	LS	\$ 15,000.00	\$ 15,000.00
Gateway Sign	1	LS	\$ 75,000.00	\$ 75,000.00
Themed Signs	5	EA	\$ 12,000.00	\$ 60,000.00
Arrow Sign	1	EA	\$ 6,000.00	\$ 6,000.00
Historic Map	1	EA	\$ 2,000.00	\$ 2,000.00
ADA Parking Signs	2	EA	\$ 250.00	\$ 500.00
Interpretive Signage/Exhibits (allowance)	1	LS	\$ 15,000.00	\$ 15,000.00
			<b>Subtotal</b>	<b>\$ 173,500.00</b>
<b>Structures</b>				
Retrofit Old Visitor Center Building (Restrooms)	100	SF	\$ 300.00	\$ 30,000.00
Visitor Center Kiosk (Container)	1	LS	\$ 50,000.00	\$ 50,000.00
Secondary Kiosk	1	LS	\$ 50,000.00	\$ 50,000.00
			<b>Subtotal</b>	<b>\$ 130,000.00</b>
			<b>Subtotal</b>	<b>\$ 632,732.00</b>
			<b>Design and Construction Documents</b>	<b>\$ 63,273.20</b>
			<b>Total</b>	<b>\$ 696,005.20</b>
<b>Assumptions:</b>				
Gravel parking area will be regraded and maintained by City as needed.				
Xeriscape garden would be phase in by volunteers.				
Could do signage on current building in short term, and move to freestanding steel structure in future.				

# FUNDING OPTIONS

## POTENTIAL FUNDING SOURCES

The below list describes several different sources of funding that could help in developing the Preferred Site Plan design for Heritage Park. These options do not list every funding or grant option available. For example, some playground supplier companies, such as KaBOOM! or BCI Burke, or businesses, like Home Depot, offer grants, discounts, or supplies to help with project developments at parks. Some groups, such as Boy Scouts of America, help with constructing small projects. In short, there are numerous options in terms of receiving financial, labor and /or materials assistance to build park projects. The funding that the Town of Ridgway is able to acquire may adjust park priorities and enable different amenities to be developed before others. (See more information on the initial Phasing and Priorities for Heritage Park on page 16 of this document.) Additional grant information can be found on the next page.

- **Grants** - see lists below and on next page
- **Local Appropriations** - Town and County revenues/budgets
- **Creation of a Designated Fund** - special taxes, typically a sales tax increase at the county level which is dedicated to open space, trails, and parks development
- **Individual, Corporate, and Philanthropic Giving** - gifts, grants, bequests, fundraising events, and other forms of giving
- **In-Kind Volunteerism** - public agencies or private participants both in land donations and possibly use of equipment, labor, or materials



**Sign in Heritage Park:** A sign near the Visitor Center at Heritage Park features local humor.

# GRANT FUNDING SOURCES

## **COLORADO GRANT PROGRAMS**

- BEST Grant Program
- Colorado Brownfields Foundation
- Colorado Department of Local Affairs
- Colorado Department of Public Health and Environment
- Colorado Health Foundation
- Colorado Office of Economic Development
- Corporate Programs
- Department of Transportation
- Great Outdoors Colorado
- History Colorado
- Private Foundations

## **NATIONAL GRANT PROGRAMS**

- Department of Commerce Economic Development Administration
- Federal Transit Administration
- National Endowment for the Arts
- National Energy Technology Laboratory
- National Inclusion Project
- National Institute of Health
- National Science Foundation
- Rural Business Enterprise Grants
- Rural Community Assistance Corporation
- The Daniels Fund

## **FUNDABLE PROJECT ELEMENTS**

- Recreation
- Interpretation
- Education
- Restoration
- Public Access
- Specialized programming (biking, trails, etc.)
- Energy efficiency
- Public art
- Public transportation

## **ELIGIBLE LOCAL PROJECTS**

- Playgrounds
- Trails within local parks
- Environmental education facilities
- Outdoor amenities located at fairgrounds
- Infrastructure (irrigation, sprinkler systems, drainage pipes, parking lots, lighting)
- Amenities (restrooms, drinking fountains, benches, picnic tables, pavilions, etc.)

## **DOLA FINANCIAL ASSISTANCE PROGRAMS**

- Colorado Main Street
- Community Development Block Grant
- Rural Economic Development Initiative



# APPENDIX A

## PUBLIC MEETING 1 (MARCH 28TH, 2019) - PRECEDENT IMAGE BOARDS



UWA DESIGN

UWA DESIGN is a full-service architectural and interior design firm. We provide a wide range of services to our clients, including conceptual design, schematic design, design development, construction documents, and construction management.

## Precedent Images - Visitor Center

Strategic Plan for Ridgway Visitor Center and Heritage Park | Public Meeting | 3.28.19



UWA DESIGN

UWA DESIGN is a full-service architectural and interior design firm. We provide a wide range of services to our clients, including conceptual design, schematic design, design development, construction documents, and construction management.

## Precedent Images - Informational Signage

Strategic Plan for Ridgway Visitor Center and Heritage Park | Public Meeting | 3.28.19





## Precedent Images - Landmarks

Strategic Plan for Ridgway Visitor Center and Heritage Park | Public Meeting | 3.28.19



## Precedent Images - Play Structures

Strategic Plan for Ridgway Visitor Center and Heritage Park | Public Meeting | 3.28.19

# PUBLIC MEETING 1 -NOTES

## PUBLIC MEETING 1 (MARCH 28TH, 2019) - NOTES FROM PUBLIC MEETING

Ridgway Heritage Park & Visitor Center  
Thursday 3-28-2019 1st Public Meeting  
Ridgway, CO

DHM Meeting Attendees  
Walker Christensen  
Cammie Willis

### DURING PRESENTATION NOTES

#### General Site Information

- Gateway location of Heritage Park makes it key location
- Need ADA access
- Vehicles/Parking/Etc.
  - Access from the Hwy is a great distance from the Hwy
  - Road at Visitor Center entry is called Race Course Road
  - Currently about 20-22 cars were parked at the Visitor Center for the park and ride share program
  - At certain times of day, traffic is backed up in the park
- Existing Vegetation
  - Random trees are blocking signs
  - Some trees may be able to be transplanted
- Existing entry sign is small from vehicle perspective
  - Features old slogan "Gateway to the San Juans"; Ridgway's new tag line has been re-branded
  - Ex. sign is too dark; not a good eye-catching hwy sign
  - Rusty steel of sign blends into surrounding landscape
- Visitor Center is approx. 7'-0" ht. from building to roof height
  - Building was converted from an old Fairgrounds hog barn
  - Railroad museum to be in Visitor Center through 2020; think about transitioning chamber in as Railroad museum moves out
  - Any phasing can be done while the Visitor Center building is operational?
  - Year-round public restrooms would be great

#### Phasing

- Phasing may be utilized; Why creation of master plan is important
- Priorities will be determined from input at this meeting and presented at next public meeting for discussion
  - Proposed plan created from input in this meeting will also be presented at next meeting for discussion
  - Will determine both short & long-term items

#### General Community Resources

- Potential resources available for use in the park
  - Railroad museum car can remain longterm if so desired by the Chamber
  - Can stay or leave; adding signage on the car to advertise the railroad museum would create a symbiotic relationship
  - If we want the Railroad ties from the museum; they will leave for reuse
- Railroad Museum Rep. said that there are 200-300 usable landscape ties in good condition
- Anything Chamber doesn't want; let Railroad museum know so they can remove



#### Precedent Comments

- Jackson Hole's Visitor Center is opened up in the morning; remains unstaffed; and is locked at night
- Shipping containers seemed to get lots of approval from meeting attendees
- How Heritage park designs play off of existing Ridgway structures?
- Meeting attendees liked Glu-lam wood climbing structure playground in slideshow
- No fenced dog park in Ridgway; residents would like this
  - Heritage Park is too small for formalized Dog Park
  - Who will clean up the dog park?

#### GROUP COMMENTS AT END OF PRESENTATION (from sticky notes)

##### Visitor Center

- Building a New Visitor Center
  - Tear down hog barn building; start new
  - Current location is not the best
  - Better location would be where train was
  - Raise up more so is more visible
  - Would like shaded porches on the East and South sides (wraparound)
- Where tourists can sit
  - Moving Visitor Center would eliminate shade on sidewalk
  - Make the play area connected to the Visitor Center so that the children can play and the parents can watch and drink beverages
  - Want clean bathrooms
  - Friendly space
  - Incorporate signage in all features
- Interactive/interpretive signs
  - Incorporate exhibit space for local artists and artisans
  - Existing building has two restrooms now
  - Would new building be cheaper?
  - Railroad Car/Steel shipping containers precedents are a good idea
  - Like indoor/outdoor precedents
- Renovating Existing Visitor Center
  - Tear open the building; can function as an open-air pergola
  - 1/3 of building should be accessible year round (including restrooms)
  - Not current electric & plumbing codes in building (20 years old utilities)

##### Shade Structures

- Shade Structures
  - Match other structures in town (cohesive)
  - County has steel slats (match this)
  - This is at the Fairgrounds pergola; if matches, then fairgrounds may help fund
  - Part pergola/part completely covered
  - Everyone wants shade
  - Shade slats simplicity
- Shade Sail

# PUBLIC MEETING 1 -NOTES CONTINUED...

## PUBLIC MEETING 1 (MARCH 28TH, 2019) - NOTES FROM PUBLIC MEETING CONTINUED...

- o Filtered shade
- o Cheaper than pergola

### Park Design

- Match Residents' & Visitors' interests in the park=project goal
- Park Entrance location is okay
- Metal benches are too hot
- Programming
  - o Modified public market concept
  - o Space for farmers market; all other days when not in the park (May to October activation)
- Pathways
  - o Pull the walk in off of the highway
  - o Create a pathway into the fairgrounds
  - o Linkages between the Visitor Center and Fairgrounds are good to emphasize
  - o Install timeline walk from hwy 550 to west; historical and geological; creative district; earth formation
- Up and Down-valley Connectivity
  - o Shared e-bike rental program
  - o Shared visitor services
- Staff and volunteer training (& staffing pending IGA)
- Landscaping
  - o Demonstration gardens
  - o Xeriscaping
- Visibility
  - o Railroad is the current draw for people stopping at the Visitor Center (40%-60% of people stop for the railroad structures when whole train was there)
  - o Sight lines of new kiosk and playground should be considered to draw people in
  - o Visibility from car (sculpture & illumination) to catch the attention of passers-by
  - o Big retro arrow sign (or something to create same effect) that draws people in
  - o Signs to get out of car
  - o People stop at Taco del Gnar; cool building draws people in
  - o Lowlands sign has blue behind to make the rusty steel text of the sign pop out; Johnny Low
  - o Ouray County has visible impact corridor
- Certain colors are allowed
- Certain lighting is allowed
- Signage
  - o Configurations of signs and playground equipment will get people to stop
  - o Volunteers are split between the Visitor Center and the museum now that these entities will be split into two locations
- Outdoor self-guided information is important
- Update the Visitor Center experience with technology (to inspire the new generation)
- Technology would function year-round
- Need to cater to both generations
- People bring technology with them; QR codes work
- Phones don't answer questions or have restrooms

- Technology to link to physical signs
  - Series of structures (along walking pathway)
- Information along a path; motion-sensing heaters by the kiosks
- Would wildlife use this?
- At least use by main kiosk
  - Would like a series of kiosks in high visibility locations (Heritage Park is one of them); would create uniformity throughout town
- Mountain Market kiosk location?
  - Kiosks are not handy in bad weather
- People are coming to Ridgway to be outside; they don't mind the elements
  - Show Ridgway topography & names of mountains on signs
  - Some interpretive signs like topography model at Jackson Hole Visitor Center
  - Can make a family of signs and kiosks like the banner poles already constructed in Ridgway
- Tie buildings & signs into each other like Victor did

#### Play Area

- Climbing Boulders
  - Plans are in the works for 1 in Ouray; could create cohesive link between communities if one is installed in Ridgway too
  - Climbing community would help to maintain boulder
- Like trampoline in slide
- Natural playground; not plastic
- Hot metal play structures=not desirable
- Still need some smaller playground equipment for small children
- Dog area=yes

Comments emailed from two stakeholders (Ouray City Council and Great Old Broads for Wilderness)

#### VC Building -

- Please see the website for the Squamish B.C. Adventure Center. The building design is welcoming and accommodates both tourists and community members. The visitor services, public bathrooms, and oversized parking ease the burden from Main Street. The office space, community room and rideshare parking are helpful to the local community. In general, a multi-use space is a must.

<http://www.exploresquamish.com/about-squamish/the-squamish-adventure-centre>

- Rack area with resources re: businesses/restaurants/lodging; alley poems with map; art sites around town with map; river walk; etc.
- Possible area that features Indigenous knowledge/culture again with consultation of Tribes.
- Large map (or if \$ allows, a relief map) of hiking, biking trails with color coded difficulty levels. Associated with information regarding Leave No Trace
- An art gallery/gift shop of local Ridgway/Ouray County artists
- Books related to the history, ecology, geology of the area for purchase
- A place to rest and of course restrooms and water fountain with filter option for bottles.

#### Heritage Park

- Ample parking for large vehicles, trailers



# PUBLIC MEETING 1 -NOTES CONTINUED...

## PUBLIC MEETING 1 (MARCH 28TH, 2019) - NOTES FROM PUBLIC MEETING CONTINUED...

- Rideshare parking for locals
- Bicycle parking
- Picnic zone
- Pet walk
- Info kiosks
- Playground for young and old (boulder)
- Trailhead for bike path connecting Ridgway to Ouray.
- Public bathroom access from sunup to sundown
- A timeline “walk” starting with earth’s beginning/geology and ending with creative district (perhaps.) There’s one of these at the national park? monument in Florissant and the experience was AMAZING.
- A park with shaded seating/picnic area and playground. Perhaps a vegetable/herb/flower garden.
- Possibly a significant “art installation”
- Perhaps a tribute (not sure what form this might take) to the Indigenous people who lived in and migrated through the Uncompahgre Valley. This possible fixture/feature would be decided upon jointly by Indigenous people/leaders/government and Ridgway Town and/or Chamber.
- Kiosk with resources when visitors’ center is closed. Perhaps with large map display of town? (include Alley Poems! as a walking tour along with True Grit tour, art sites around town, etc) Be sure dog leash areas are prominent!
- A panel/station with the skyline looking south identifying the mountains. Can’t remember what you actually see from that location - Baldy, Whitehouse???

# INITIAL SITE VISIT NOTES

## SITE VISIT (MARCH 28TH, 2019) - NOTES FROM SITE VISIT

Ridgway Heritage Park & Visitor Center

Thursday 3-28-2019 Site Visit

Ridgway, CO

### Site Visit Attendees

Walker Christensen

Cammie Willis

Diedra Silbert

Hilary Lewkowitz

Erin (County Fairgrounds)

### Visitor Center Building

- Restroom is in the Visitor Center
- The Chamber wants to tear down the building and start over
- Right now it would take so much effort to fix up the existing building that it's probably not worth it
- Approx. 5 yrs of building life left? What is actual report?
- Visitor Center building is poorly insulated

### Railroad Museum

- The Railroad museum is in the Visitor Center for 1 more year; then will move displays, car and ties if desired
  - o Railroad museum is planning on disposing of old railroad ties on site
  - o Could integrate railroad ties into the landscape design; 100 in good shape around corner approaching HWY 550

### Site

- Land is owned by town and leased to the chamber
- Road going into Visitor Center parking lot is called Race Course Road
  - o In the center of this road is a natural gas and fiber line; if the road is paved, the utilities would need to be considered. There is not budget at this time to pave the road.
- Pergola by the chamber building needs maintenance; built in 2016-2017
- White railing is the fairgrounds' lease boundary
  - o People climb under this fence and don't pay to attend events
  - o Would like a vegetative barrier
- Unkempt "no man's land" is located on either side of the park
- CDOT ROW is where a T-post fence is off of Hwy 550

### Water

- Not much water access on site; pull the irrigation water from the south end of the fairgrounds isn't feasible.
- Domestic water is located onsite. There is already irrigation at the east side of the site. Maybe this can be extended? Otherwise water would need to be tapped on the west side of the site. Dierda will ask Danny what the current status of irrigation and maintenance is in this area.
- Any design should have minimum water with grass kept to small sections

### Entry Sign

- Entry sign off Hwy 62 for fairgrounds is falling down; built in 60s
  - o Fairgrounds entry off of Hwy 550 has a really nice sign
- Switch to illuminate sign; electric? Ask about power line

# INITIAL SITE VISIT NOTES CONTINUED...

## SITE VISIT (MARCH 28TH, 2019) - NOTES FROM SITE VISIT CONTINUED...

- Lights in trees? Ask Danny
- Extension Cords? Ask Danny
- Current sign location is great but needs to be 2x bigger
- Pivot triangular sign near intersection?
- Aspen Grove by Hwy is nice; would be a good sign backdrop
- Transplant trees in the way of sign viewing?
- Remove trees to south of the sign

### Flagpole

- Flagpole=1 light works; 1 doesn't
- Flagpole has 2 plugs and 1 switch

### Design Ideas

- Park clean up should be in first phase
- Boulderling feature
- Trees along sidewalk by park
- Parking efficiency=non-paved demarcation methods from Parking Report
- Outdoor photo frame; photo deck (mountain backdrop)
  - o Raised railroad tie area for photo backdrop
  - o 30" ht. or shorter=no railing required
  - o Platform with sign showing a camera
- Other desired features: dog walk, play, restroom; interpretive walk
  - o Paths could play off of Railroad theme; switching (several lanes)
  - o 5 themes of Ridgway could be featured on paths through the park
  - o Solar night lighting on signs
  - o Riverwalk connectivity to park via maps of the bike paths
  - o Could get CTO grant to develop sign content, but no install allowed with this grant
- Historical Elements
  - o Paddy wagon (Ranch History museum) has moved
  - o Could get a featured item from Railroad museum and Ranch history museum to attract people to stop from road; featured park attractions
    - o Raise attractions like the goose up high so are more visible
- Visitor Center
  - o Like the Basalt Railroad Visitor Center
  - o Open up existing building; leave some walls (outdoor pergola structure)
  - o Icy sidewalk on the other side of the building (north side & low spot) by Visitor Center
  - o North wall of Visitor Center should be a mural canvas to attract people into town (temporary fix)
  - o Bathrooms need to be accessible from the outside
  - o Costs less to build new small kiosk than fix up the ex. Visitor Center building
  - o Need more bike racks at Visitor Center
  - o Visitor Center Signage
- Vertical elements on low Visitor Center roof might attract people too
- Signage visibility needs to be looked at
- Would signage mounted on the Visitor Center be okay with CDOT?
- Just match Ridgway's sign code



- View from the gas rest area
- Information sign CDOT to install
- Would alert drivers; guide visitors into the park by letting you know what you are approaching

#### Irrigation

- There is an existing irrigation line to the east side of the park
- o What is mainline pressure? Ask Steven
- Backflow preventer is required in irrigation systems now; ex. irrigation might not match current codes

\*Late April/early May = next meeting date (public meeting to present design option)

\*Yellow-highlighted notes=questions for Deidra

# PUBLIC MEETING 2 -PRECEDENTS

## PUBLIC MEETING 2 (APRIL 29TH, 2019) - PRECEDENT IMAGE BOARDS





**19 New Visitor Center Kiosk**  
CONTAINERS RETROFITTED FOR VISITOR CENTER INFORMATION



**20 New Visitor Center Building**  
CUSTOM ARCHITECTURAL LANDMARK



**22 Existing Railroad Car**



## Site Element Images - Visitor Center

Strategic Plan for Ridgway Visitor Center and Heritage Park | Public Meeting | 4.29.19

**Railroad Ties**

**8 RAILROAD TIE PATHWAY IN CRUSHER PINES**



**13 VERTICAL RAILROAD TIE FENCE - 36" HT. MAX. (TYP)**



**24 ORNAMENTAL GRASSES PLANTED BETWEEN RAILROAD TIES**

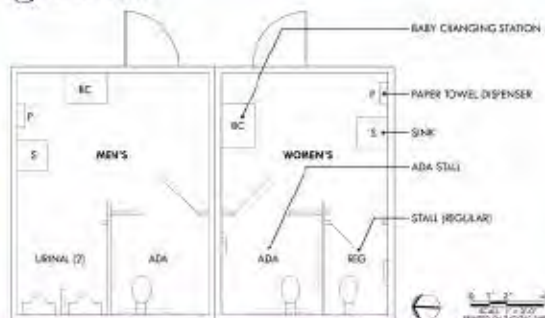


**Existing Building - Adaptive Reuse**

**1 VISITOR CENTER BUILDING (CONVERTED) OPEN-AIR PERGOLA SLATS IN MIDDLE SECTION**



**2 RESTROOM PLAN VIEW**



## Site Element Images - Adaptive Reuse

Strategic Plan for Ridgway Visitor Center and Heritage Park | Public Meeting | 4.29.19



# PUBLIC MEETING 2 -PRECEDENTS CONTINUED...

PUBLIC MEETING 2 (APRIL 29TH, 2019) - PRECEDENT IMAGE BOARDS CONTINUED...

## Signage

### 10 THEMED INFORMATIONAL SIGNS



### 12 NEW VISITOR CENTER ARROW SIGN



### 29 NEW RIDGWAY GATEWAY SIGN



## Precedents

### OTHER SIGNS IN RIDGWAY



### GATEWAY SIGN - OPTION 2



## Photo Opportunity Area

### 26 RAILROAD TRESTLE PHOTO OPPORTUNITY AREA



### 27 PHOTO PLATFORM & CAMERA SIGN



UWA DESIGN

UWA DESIGN  
1000 N. 1000 E. 1000 S.  
PO BOX 1000  
RIDGWAY, CO 80460

## Site Element Images - Signage

Strategic Plan for Ridgway Visitor Center and Heritage Park | Public Meeting | 4.29.19

## Play Features

### 9 TOT LOT PLAY AREA



### 11 LARGE CLIMBING BOULDER PLAY FEATURE



## Site Furnishings & Planting Elements

### 3 BIKE RACKS



### 31 BOLLARDS



### 16 STABILIZED CRUSHER FINES PATHWAY



### 17 RABBIT BRUSH, SAGE, WILDFLOWERS & ORNAMENTAL GRASSES PLANTING BED



### 15 BENCHES



### 25 STONE BENCH



### 20 BLUE AVENUE ORNAMENTAL GRASS PLANTING BED



UWA DESIGN

UWA DESIGN  
1000 N. 1000 E. 1000 S.  
PO BOX 1000  
RIDGWAY, CO 80460

## Site Element Images - Play & Furnishings

Strategic Plan for Ridgway Visitor Center and Heritage Park | Public Meeting | 4.29.19

# PUBLIC MEETING 2 -NOTES

## PUBLIC MEETING 2 (APRIL 29TH, 2019) - NOTES FROM PUBLIC MEETING

Monday, April 29, 2019

Ridgway Town Hall

Attendance = 24

### Comments:

#### Visitor Center Building

- Prefer option 2 with new building and location
- Building to be multi-purpose so it can also be used for community space
- 3-D topo map inside to show visitors locations of assets
- Like the storage container with rooftop hang-out area
- Don't like the idea of adapting the old building because the space/location do not feel inviting. Let's just focus on Option 2
- Make sure Option 2 building position ties into the fairgrounds.

#### Photo Platform and picture frame

- Don't like design but like the concept

#### Landscaping

- Denver botanical gardens is a good model for ideas

Ute Indian history and culture - ensure that we incorporate the full history of our area which includes the Utes. Education could be included in: landscape (native plants used by Utes), playground, interpretative signs, etc.

#### 5 marketing themes signage

- Ensure a plan to tie in local business advertisement

#### Parking

- Could we move park and ride because it is not related to town, county or any local non-profits? This would free up more space and resolve our parking issues.
- Annex section of fairgrounds from county/town contract to use for park and ride.
- Let's plan for the removal of park and ride
- Expand bike parking (bike packers) and consider motorcyclists

#### Management

- Who is responsible for landscaping, cleaning toilets, etc.?

#### Play space and boulder

- Use all natural materials
- Does the boulder take up too much space?

# PUBLIC MEETING 2 -NOTES CONTINUED...

## PUBLIC MEETING 2 (APRIL 29TH, 2019) - NOTES FROM PUBLIC MEETING CONTINUED...

### Visitor Center:

- Okay with new building overtime, however advocate for architecture that fits our landscape and doesn't look too "Modern"
- Shipping Container was received well, like the idea of roof top seating.
- Size and architecture of Jackson Hole Visitor Center received well.
- Interactive Displays inside center

### Signage

- Liked the theme informational sign
- Not a fan of the restroom being as big as Ridgway and Info too much like a 505 diner
- Word "Restroom" too large; put visitor info text on top and the largest text- need a more rustic less "hotel" like sign.
- "New Ridgway Gateway Sign" was well liked.
- Photo Opportunity great idea, frame not so great
- Eliminate frame, put Ridgway on bottom left or right of stage. Love the idea of photo opportunity location.

### Play Features

- They do not want plastic features
- Climbing Boulders: Question the value /draw of this item-one form of "play"/activity with so much space devoted to it. Not Sure. Can you find more ranching heritage type boulders and less looking Moab Boulders. Safety was a question as well.

### Site Furnishings and Planting Elements

- Liked the idea of bike racks following same look and feel as benches around town.
- Would like dog etiquette signs around town
- Love the light bollards
- Interactive display history of area etc.
- Indigenous knowledge tapped for medicinal/herbal plants – Native Gardens

### Railroad Ties

- Love the curves idea
- Don't like the wide ties, it looks like a truck path
- Love plants with railroad ties, planting concepts

### Existing Building

- Love the light slates
- Don't want restrooms and eating that close to each other
- Want water fountain and bottle filler.

### Proposed Site Plan Option 1 and 2

- I suspect any of the proposed signs are of greater value, so alternately initial landscape and clean up. If boxcar is to stay, refurbish it. Let's get signage in as soon as possible.
- Town needs to plan/buy long term for parking area on East of HGwy 550 for overflow event parking.



# EXISTING RIDGWAY SIGNAGE

## COMMUNITY INFORMATION KIOSK

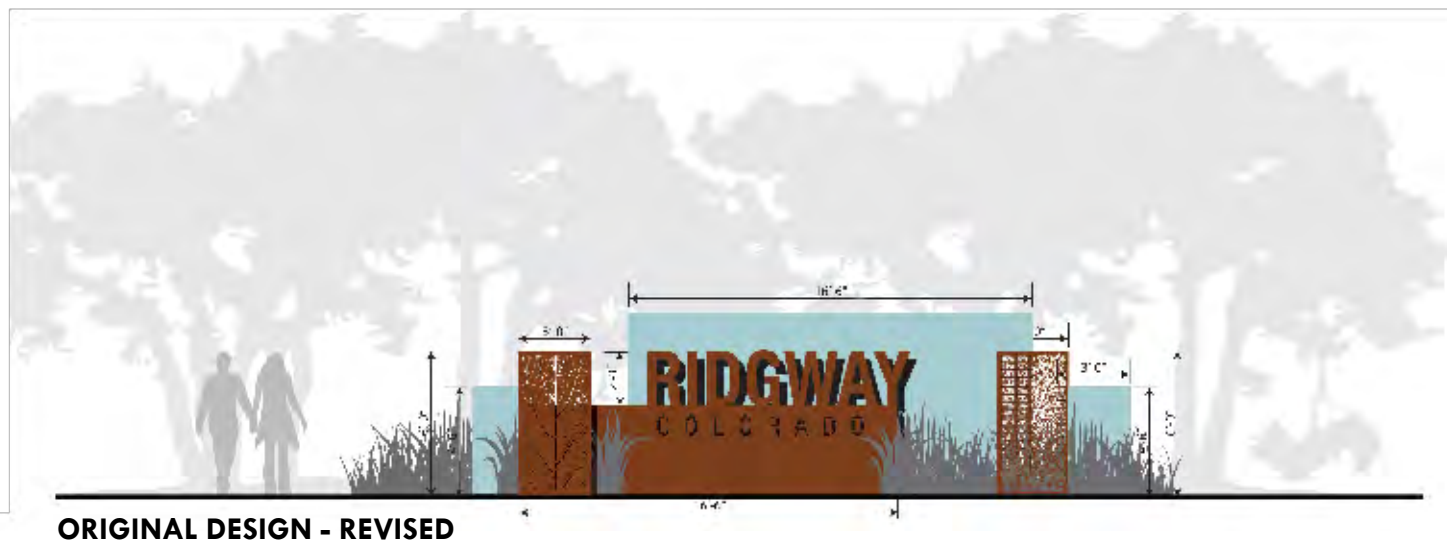
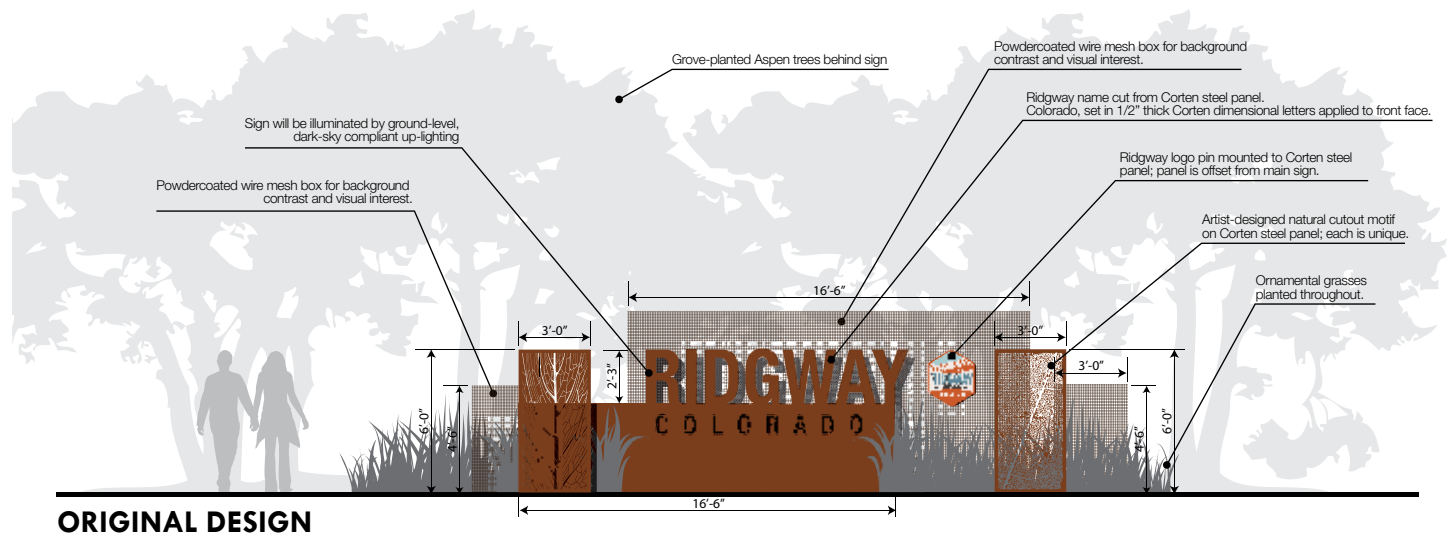


## BANNER POLES SIGN



# ALTERNATE GATEWAY SIGN OPTION

## GATEWAY SIGN OPTIONS FROM THE 2015 RIDGWAY MAIN STREET & CREATIVE DISTRICT SIGNAGE & WAYFINDING PLAN

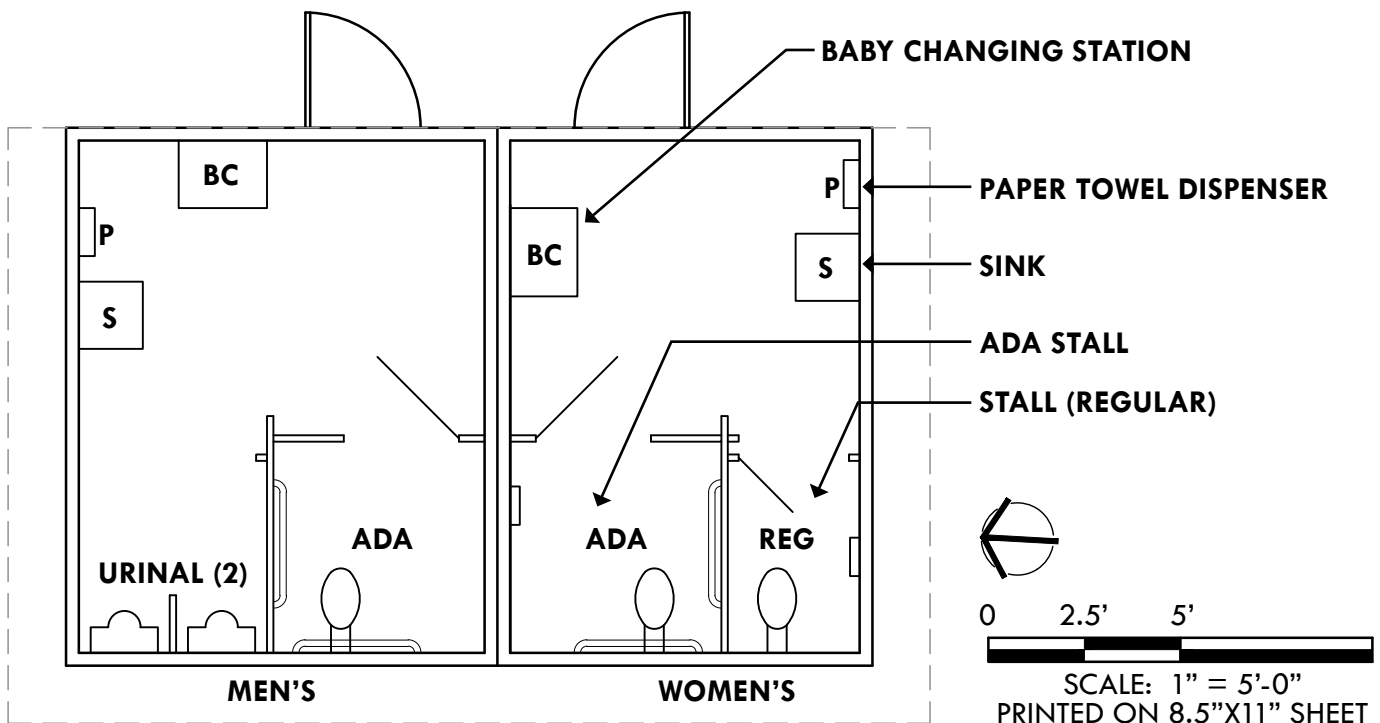




# ADAPTIVE REUSE OF EXISTING VISITOR CENTER

CONVERTED TO OPEN-AIR PERGOLA SLATS IN MIDDLE SECTION

3D MODEL OF CONVERTED VISITOR CENTER



SEPARATE MENS AND WOMENS RESTROOM STALLS OPTION - PLAN VIEW



# PROPOSED SITE PLAN - OPTION 1





Site Plan Option 1 was presented at the April 29th public meeting. The primary difference between this design and Option 2 is that it does not feature a new Visitor Center building—just the retrofitted kiosk. Other site elements such as the lawn and tot lot are in a different physical location than in Option 2.



# OPTION 1 - COST ESTIMATE

Ridgway Heritage Park & Visitor Center				
Preliminary Cost Estimate - Option 1				
Prepared by DHM Design in April 2019				
Item	Quantity	Units	Cost	Total
<b>Site Furnishings</b>				
Picnic Tables - Type 1 (ADA)	2	EA	\$ 3,000.00	\$ 6,000.00
Picnic Tables - Type 2	4	EA	\$ 3,000.00	\$ 12,000.00
Benches	6	EA	\$ 2,360.00	\$ 14,160.00
Bike Racks	6	EA	\$ 200.00	\$ 1,200.00
Trash/Recycling Receptacles	2	EA	\$ 1,305.00	\$ 2,610.00
Dog/Pot Pet Waste Station	1	EA	\$ 330.00	\$ 330.00
			<b>Subtotal</b>	<b>\$ 36,300.00</b>
<b>Playground</b>				
Playground Boulder (Large)	1	LS	\$ 75,000.00	\$ 75,000.00
Playground Boulder (Small)	1	LS	\$ 20,000.00	\$ 20,000.00
Kompan Supernova (Spinner)	1	EA	\$ 7,950.00	\$ 7,950.00
Swingset (2 belt; 1 bucket)	1	EA	\$ 1,910.00	\$ 1,910.00
Playground Thickened Edge	280	LF	\$ 20.00	\$ 5,600.00
Engineered Wood Fiber Safety Surfacing	2,500	SF	\$ 5.00	\$ 12,500.00
			<b>Subtotal</b>	<b>\$ 122,960.00</b>
<b>Hardscape/Site Work</b>				
Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00
Concrete Sidewalk	5,165	SF	\$ 8.00	\$ 41,320.00
Stabilized Crusher Fines	5,340	SF	\$ 5.00	\$ 26,700.00
Concrete Mow Edge	190	LF	\$ 15.00	\$ 2,850.00
Steel Edger	100	LF	\$ 3.50	\$ 350.00
Railroad Ties (relocate from on-site)	300	EA	\$ 5.00	\$ 1,500.00
Landscape Boulders (to edge parking lot)	15	EA	\$ 100.00	\$ 1,500.00
Earthwork	1	LS	\$ 12,000.00	\$ 12,000.00
Lighting and Electrical	1	LS	\$ 25,000.00	\$ 25,000.00
			<b>Subtotal</b>	<b>\$ 126,220.00</b>
<b>Planting</b>				
Deciduous Trees (10 gallon)	12	EA	\$ 250.00	\$ 3,000.00
Shrubs (5 gal.)	60	EA	\$ 50.00	\$ 3,000.00
Ornamental Grasses (1 gal.)	125	EA	\$ 15.00	\$ 1,875.00
Sod	3,000	SF	\$ 1.00	\$ 3,000.00
Native Grass	500	SF	\$ 0.20	\$ 100.00
Shrub & Perennial Planting Beds ( 1 gal)	300	EA	\$ 15.00	\$ 4,500.00
Cedar Bark Mulch	15.5	CY	\$ 100.00	\$ 1,550.00
Topsoil (6" for Turf)	55	CY	\$ 35.00	\$ 1,925.00
Topsoil (4" for Seeded Areas)	4	CY	\$ 35.00	\$ 140.00
Soil Amendment (4 CY/1000 SF in sod areas)	12	CY	\$ 70.00	\$ 840.00
Soil Amendment (1 CY/1000 SF in shrub bed areas)	4	CY	\$ 70.00	\$ 280.00
Irrigation	1	LS	\$ 10,000.00	\$ 10,000.00
			<b>Subtotal</b>	<b>\$ 30,210.00</b>
<b>Signage</b>				
Photo Area	1	LS	\$ 15,000.00	\$ 15,000.00
Gateway Sign	1	LS	\$ 75,000.00	\$ 75,000.00
Themed Signs	5	EA	\$ 12,000.00	\$ 60,000.00
Arrow Sign	1	EA	\$ 6,000.00	\$ 6,000.00
Historic Map	1	EA	\$ 2,000.00	\$ 2,000.00
ADA Parking Signs	2	EA	\$ 250.00	\$ 500.00
Interpretive Signage/Exhibits (allowance)	1	LS	\$ 15,000.00	\$ 15,000.00
			<b>Subtotal</b>	<b>\$ 173,500.00</b>
<b>Structures</b>				
Retrofit Old Visitor Center Building (Restrooms)	300	SF	\$ 300.00	\$ 90,000.00
Visitor Center Kiosk (Container)	1	LS	\$ 50,000.00	\$ 50,000.00
Secondary Kiosk	1	LS	\$ 50,000.00	\$ 50,000.00
			<b>Subtotal</b>	<b>\$ 190,000.00</b>
			<b>Subtotal</b>	<b>\$ 679,190.00</b>
			<b>Design and Construction Documents</b>	<b>\$ 67,919.00</b>
			<b>Total</b>	<b>\$ 747,109.00</b>
<b>Assumptions:</b>				
Gravel parking area will be regraded and maintained by City as needed.				
Xeriscape garden would be phase in by volunteers.				
Could do signage on current building in short term, and move to freestanding steel structure in future.				



# LONG TERM OPTION 2 - COST ESTIMATE

Ridgway Heritage Park & Visitor Center				
Preliminary Cost Estimate - Option 2 (long-term)				
Prepared by DHM Design on 04-08-2019				
Item	Quantity	Units	Cost	Total
<b>Site Furnishings</b>				
Picnic Tables - Type 1 (ADA)	2	EA	\$ 3,000.00	\$ 6,000.00
Picnic Tables - Type 2	4	EA	\$ 3,000.00	\$ 12,000.00
Benches	6	EA	\$ 2,360.00	\$ 14,160.00
Bike Racks	6	EA	\$ 200.00	\$ 1,200.00
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Playground Thickened Edge	280	LF	\$ 20.00	\$ 5,600.00
Engineered Wood Fiber Safety Surfacing	2,500	SF	\$ 5.00	\$ 12,500.00
			<b>Subtotal</b>	<b>\$ 122,960.00</b>
<b>Hardscape/Site Work</b>				
Clearing and Grubbing	1	LS	\$ 15,000.00	\$ 15,000.00
Concrete Sidewalk	5,165	SF	\$ 8.00	\$ 41,320.00
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Steel Edger	100	LF	\$ 3.50	\$ 350.00
Railroad Ties (relocate from on-site)	300	EA	\$ 5.00	\$ 1,500.00
Landscape Boulders (to edge parking lot)	15	EA	\$ 100.00	\$ 1,500.00
Earthwork	1	LS	\$ 12,000.00	\$ 12,000.00
Lighting and Electrical	1	LS	\$ 25,000.00	\$ 25,000.00
			<b>Subtotal</b>	<b>\$ 126,220.00</b>
<b>Planting</b>				
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Shrubs (5 gal.)	60	EA	\$ 50.00	\$ 3,000.00
Ornamental Grasses (1 gal.)	125	EA	\$ 15.00	\$ 1,875.00
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ADA Parking Signs	2	EA	\$ 250.00	\$ 500.00
Interpretive Signage/Exhibits (allowance)	1	LS	\$ 15,000.00	\$ 15,000.00
			<b>Subtotal</b>	<b>\$ 173,500.00</b>
<b>Structures</b>				
Retrofit Old Visitor Center Building (Shade Shelter)	1	LS	\$ 20,000.00	\$ 20,000.00
New Visitor Center Building	1,700	SF	\$ 350.00	\$ 595,000.00
			<b>Subtotal</b>	<b>\$ 615,000.00</b>
			<b>Subtotal</b>	<b>\$ 1,104,190.00</b>
			<b>Design and Construction Documents</b>	<b>\$ 110,419.00</b>
			<b>Total</b>	<b>\$ 1,214,609.00</b>
<b>Assumptions:</b>				
Gravel parking area will be regraded and maintained by City as needed.				
Xeriscape garden would be phase in by volunteers.				
Could do signage on current building in short term, and move to freestanding steel structure in future.				

PLANNING COMMISSION  
MINUTES OF THE REGULAR MEETING

APRIL 30, 2019

CALL TO ORDER

The Chairperson called the meeting to order at 5:30 p.m. with Commissioners Falk and Nelson, Councilor Cheek, Mayor Clark and Chairperson Canright in attendance. Commissioner Liske was absent, and Commissioner Emilson was not present for the roll call.

GENERAL BUSINESS

1. Master Plan Adoption

Master Plan Adoption Draft dated April 30, 2019; Memo dated April 24, 2019 from Chris Hawkins regarding amending the Future Land Use Map (Exhibit A) of the Master Plan Adoption Draft; River Park Housing Examples, prepared by Chris Hawkins; Email dated April 30, 2019 from John Baskfield regarding language revisions and an extension of the Master Plan process; Letter dated April 24, 2019 from Levi Silva expressing his interest in live-work housing; Letter dated April 30, 2019 from Glenn Pauls expressing his interest in live-work housing and an extension of the Master Plan process.

Town Planner, Shay Coburn, and Community Initiatives Facilitator, Diedra Silbert, presented the Master Plan Adoption Draft. They provided an overview of the process which included background, research, community engagement through meetings and focus groups, student and youth outreach and land use and policy framework. They also reviewed the vision and 5 community values: a healthy natural environment, a sense of community and inclusivity, a small town character and identity, a vibrant and balanced economy, and well-managed growth. Ms. Coburn and Ms. Silbert described the growth framework, the Future Land Use Map and action plan. They noted the entire Plan and the appendixes are on the Town's website for review and recommended adoption of the Plan be forwarded to Town Council.

The Chairperson opened the hearing for public comment.

Kari Girard asked the Commission to defer adopting the Master Plan because of a lack of land owner involvement and education. Ms. Girard stated the Land Use Map can be misconstrued as zoning changes in the eastern portion of town and may be misinterpreted by developers. She commented that the building to be constructed on Clinton Street is not part of the Master Plan.

Ben Jackson questioned the placement of workforce housing and agreed that the land owners affected on the proposed Land Use Map were not contacted. He requested the Plan not be adopted. Jackson said the land owners do not have the same intentions as indicated in the Draft Master Plan, and the Plan assumes landowners want to develop their land. Mr. Jackson spoke of land prices in Ridgway and its effects on affordable housing. He requested that mixed use housing be indicated on the Land Use Map where he has been working on a potential development in the River Park Industrial Park. Jackson requested the language be softened regarding employee housing. He also stated that he is fearful that his project may be extended a

few more years if the Master Plan Draft is adopted because rezoning as well as a Master Plan amendment will be required. Jackson requested the language be changed to include "mixed use housing may be considered" for the Industrial Zone, which is the Employment Category, on the Land Use Map.

Tom McKenney spoke in support of the Draft and thanked everyone involved in the process. He noted that many people in the community were involved in the Master Plan process. McKenney also commented that those who were not aware of the Master Plan process may not have read the newspaper or may not have been paying attention to the posted notices throughout Town.

Chris Hawkins commented on his memorandum to Staff dated April 30. He said seven acres should be carved out on the land use map for mixed use development and presented the pictures as examples of the type of affordable housing development suggested. Mr. Hawkins commented that the language regarding criteria for service capacity and government service levels on page 6 of the plan is too restrictive, the Wildlife Habitat Map precedes adding density into town growth projections and does not comport with housing growth. Mr. Hawkins asked how much employee housing is projected for development. He suggested a land use meeting with the property owners that are affected. Hawkins also requested that language be added to the Master Plan Draft that indicates where work force housing is allowed on the map.

Mike Ward spoke of similar issues he witnessed in Telluride and was in favor of the Jackson/Hawkins project. He said people are leaving the community because the housing is not diverse or affordable and requested allowances for diverse housing remain in the municipal code.

Joe Solomon representing Mr. Jackson questioned the Master Plan process and the way in which the hearing for April 30 was noticed to the public. He commented that the process may not be legally correct.

Ned Bosworth said the ramifications of the Wildlife Overlay Map as it affects the commercial Ridgway USA Development are not clearly stated in the Plan. He did not think the landowners in that area were properly contacted.

Jack Pettruccelli said the process to amend the Master Plan is too complicated, and the Plan should be designed to make it easier to revisit as changes arise in the community. He said the language "strict adherence to the current goals and minimum effect on public services" is too powerful, restrictive and is not flexible.

Pam Foyster described the community outreach via flyers at events which included information booths, and the hundreds of hours involved with active community input. She explained surveys were extended months past the deadline to increase community participation. Ms. Foyster said the vision of the Plan matches what the community wants and she never felt anyone was neglected or ignored. She reminded everyone the Master Plan is a living document and thank every community member that participated in the process.

The Chairperson closed the hearing for public comment.

The Town Planner clarified that page 6 of the Plan explains the formal amendment process that assures the community changes will not be made that do not comport with the document the community has put a lot of time and effort into. The criteria listed in the amendment procedures



establishes objective criteria for the Planning Commission, Town Council and Staff to evaluate any amendment requests. She explained the Sensitive Wildlife Map is designed to bring awareness of the environment and is not intended to stifle growth. Coburn pointed out the disclaimer noted directly on the map that addressed this.

The Planning Commission reminded the audience that the Master Plan is a guidance document based on public input; it does not change zoning regulations. They stated every effort was made to properly notify all town residents of the Plan during the year long process by noticing the many public meetings, Town website postings, online surveys, flyers and ads in the newspaper. They also clarified that the community did not indicate a desire for work force housing in the Industrial Zone, (the Employment Category on the Future Land Use Map), though that does not preclude requests for housing in that zone through established procedures.

Town Manager Jen Coates said there has not been an amendment process for the Master Plan until now, and the process provides expectations as requested by the community so that there are no surprises regarding development. Ms. Coates also clarified that the process is legal based on the Home Rule Charter.

#### ACTION:

Mayor Clark moved to recommend to the Town Council the adoption of the 2019 Master Plan. Commissioner Nelson seconded the motion, and it carried unanimously.

#### 2. Dark Skies Update

Planner Coburn reported the draft document for the International Dark Skies Association (IDA) should be completed soon.

Val Schwarz, representing the Dark Skies Committee said he is concerned about losing grandfather status with IDA. He said the document should show a good faith effort and be sent in May to prevent adhering to the 2018 guidelines that are stricter, and two review cycles may be needed before the document is finalized.

Howard Green, also representing the Dark Skies Committee commented on the urgency of sending a document to the IDA in May.

#### 3. Informal Discussion

Site Plan and PowerPoint presentation of Block 28, Lots 16-20, prepared by Matthew McIsaac.

Mr. McIsaac presented a site plan proposing the development of 6 townhome units on the corner of North Cora Street and Charles Street. The units would include one single car garage and would be condo minimized after build. A home owners association will be formed for property management. The Commission commented that the north facing parking design could be problematic and one deed restricted unit should be considered with the project. There was discussion of water and sewer taps in which the Commission directed Mr. McIsaac to the municipal code.

#### APPROVAL OF THE MINUTES

4. Approval of the Minutes from the Meeting of March 26, 2019

ACTION:

Councilor Nelson moved to approve the Minutes from March 26, 2019. Mayor Clark seconded the motion and it carried unanimously.

ADJOURNMENT

The meeting adjourned at 8:15 p.m.

Respectfully submitted,

Karen Christian  
Deputy Clerk