Ridgway Town Council Regular Meeting Agenda Wednesday, October 9, 2019 201 N. Railroad Street, Ridgway, Colorado

5:30 p.m.

ROLL CALL

Councilors Robb Austin, Tessa Cheek, Ninah Hunter, Beth Lakin, Russ Meyer, Mayor Pro Tem Eric Johnson and Mayor John Clark

EXECUTIVE SESSION

The Council will enter into a closed session pursuant to Colorado Revised Statutes 24-6-402(b) for the purpose of receiving legal advice regarding: (1) Temporary Access at Railroad Street; Reciprocal License Agreement for Access to Railroad Street from Lot A, Park Subdivision and Mitchell Subdivision No. 2, Lot 1 and (2) water rates.

6:00 p.m.

ADDITIONS & DELETIONS TO THE AGENDA

INTRODUCTIONS AND PRESENTATIONS

Introduction of Deputy Marshal Jeffrey Pickle, and recommendation to remove from probationary status and place as full time employment - Town Manager.

Introduction of Interim Marshal Shane Schmalz, and recommendation to remove from interim status and promote to the Town Marshal - Town Manager.

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

- 1. Minutes of the Regular Meeting of September 11, 2019.
- 2. Minutes of the Special Meeting on September 18, 2019.
- 3. Minutes of the Budget Workshop Meeting of September 18, 2019
- 4. Register of Demands for October 2019.
- 5. Request for wastewater leak adjustment for Account 3270.1.
- 6. Request for water leak adjustment for Account 2350.0.

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

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

7. Update on Ouray County Broadband efforts - Connie Hunt, Ouray County Administrator

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

- 8. 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 Town Planner
- 9. Adoption of an Ordinance Replacing Section 7-3-12(J) of the Ridgway Municipal Code, to Provide Regulations for Master Sign Plans, and Adding Provisions to the Sign Regulations in Chapter 7-3-12 to reference Master Sign Plan Regulations Town Planner.
- 10. An Emergency Ordinance of the Town of Ridgway, Colorado Amending the Ridgway Municipal Code Section 9-1-17 Adjusting Water Service Rates Town Manager.

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

- 11. Request to submit site application to CDPHE for lift station at the Preserve PUD Town Manager.
- 12. Second Amendment to 2002 Ouray County Ridgway Land Use IGA, amending the Urban Growth Management Area Town Planner.
- 13. Railroad Street temporary access agreement -Town Attorney.
- 14. Agreement for Interconnection with Tri-County Water Conservancy District Town Manager
- 15. A Resolution of the Town Council of the Town of Ridgway Updating Specified Clerk's Fees Town Manager.
- 16. A Resolution in Support of Proposition CC on the November 5, 2019 statewide election ballot, a measure to allow the state to invest revenue collected beyond current state limits for state and local transportation projects as well as K-12 education and higher education Town Manager.
- 17. A Resolution in Support of Proposition DD, which will authorize sports betting with master licenses held only by those entities licensed to conduct limited gaming within the three host cities, and requires local voter approval in the three host cities Town Manager.
- 18. Request to approve change to Ridgway Chautauqua Society 2019 Revocable Special Event Permit for alcohol sales at the Ridgway Concert Series Town Manager.
- 19. Introduction of draft 2020 budget Town Manager.
- 20. Request to submit comment letter to the Public Utilities Commission expressing support for the efforts to have Tri-State eliminate their 5% cap on renewables Mayor Clark.

- 21. Discussion of the Town Council Adopt a Highway Initiative Mayor Clark.
- 22. Discussion of a Prohibition on the use of Vaping Devices Mayor Clark.

MANAGERS UPDATE

Planning Commission update General Town Hall updates

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

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

Council Appointed Committees, Commissions, Task Forces:

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

Ridgway Planning Commission - Councilor Cheek and Mayor Clark

Ridgway Creative District Creative Advocacy Team - Councilor Hunter

Ridgway Scholarship Committee - Mayor Pro Tem Johnson and Mayor Clark

Council Board Appointments:

Ouray County Weed Board - Councilor Lakin; alternate - Town Engineer

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

Sneffels Energy Board - Councilor Lakin and Public Works Services Administrator; alternate - Mayor Pro Tem Johnson

Region 10 Board - Mayor Clark

WestCO Dispatch Board - Town Marshal; alternate - Town Manager

Gunnison Valley Transportation Planning Region - Town Manager; alternate - Public Works Services Administrator

Ouray County Transit Committee - Public Works Services Administrator; alternate - Town Manager

Ouray County Water Users Association - Councilor Meyer

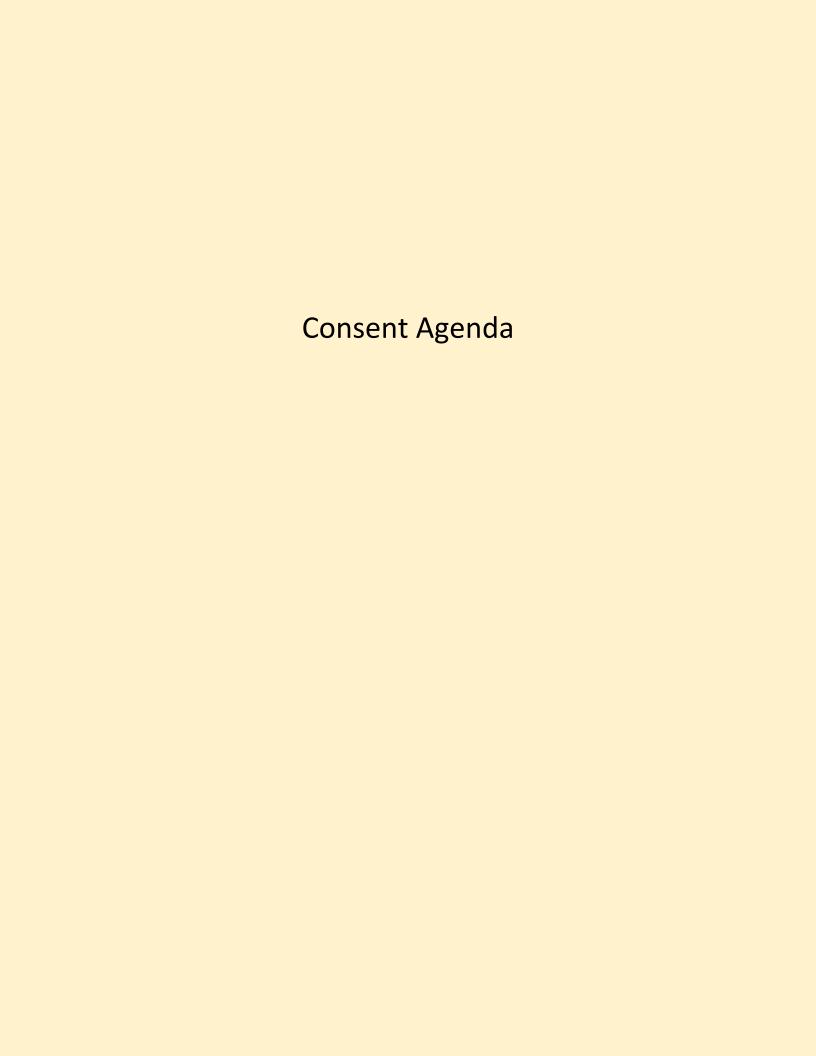
Ouray County Affordable Housing Advisory Committee - Councilor Austin.

Council Participation and Liaisons:

Chamber of Commerce - Councilmember Hunter Communities That Care Coalition - Mayor Clark Ouray County Fairgrounds - Councilor Austin

ADJOURNMENT

Deadline for agenda items for next regular meeting, Wednesday, November 6, 2019 at 4:00 p.m., Town Clerk's Office, 201 N. Railroad Street, Ridgway, Colorado.



RIDGWAY TOWN COUNCIL

MINUTES OF REGULAR MEETING

SEPTEMBER 11, 2019

CALL TO ORDER

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

EXECUTIVE SESSION

The Town Attorney suggested the Council enter into a closed session pursuant to Colorado Revised Statutes (C.R.S.) 24-6-402(b) for the purpose of receiving legal advice regarding Temporary Access at Railroad Street; Reciprocal License Agreement for Access to Railroad Street from Lot A, Park Subdivision and Mitchell Subdivision No. 2, Lot 1; C.R.S. 24-6-402(4)(f) Personnel Matters; and C.R.S. 24-6-402(4)(e)(1) to determine position subject to negotiation regarding retention of consultant for Town Manager hiring.

ACTION:

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

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

Marshal Schmalz exited the session at 5:45 p.m.

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

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

INTRODUCTIONS AND PRESENTATIONS

The Town Manager introduced Deputy Marshal Ryan Hanson, and recommended removal from probationary status and placement as a full time employee. <u>The Council acknowledged approval</u> and welcomed Deputy Hanson.

CONSENT AGENDA

- 1. Minutes of the Joint Workshop Meeting with the Planning Commission of August 6, 2019.
- 2. Minutes of the Workshop Meeting of August 13, 2019.
- 3. Minutes of the Regular Meeting of August 14, 2019.
- 4. Minutes of the Budget Retreat Meeting of August 24, 2019.
- 5. Minutes of the Workshop Meeting of August 28, 2019.
- 6. Minutes of the Workshop Meeting of September 4, 2019.
- 7. Register of Demands for September 2019.

- 8. Request for water leak adjustment, 755 Chipeta Drive, Meter # 1310.2
- 9. Appointment of Erin Smith to the Parks, Trails and Open Space Committee.

ACTION:

It was moved by Mayor Pro Tem Johnson and seconded by Councilmember Lakin to <u>approve the consent agenda</u>. The motion carried unanimously.

PUBLIC COMMENTS

Bob Collins thanked the Town for supporting the Colorado Grand event.

PUBLIC REQUESTS AND PRESENTATIONS

10. Request to proclaim September as Suicide Prevention Awareness Month

Julia Johnson with Tri-County Mental Health Network requested the Council adopt a proclamation declaring September Suicide Prevention Awareness Month. She explained during the month promotion attention will be given to suicide prevention services in the community, and open dialogue regarding seeking mental health services to "erase the stigma". Ms. Johnson stated suicide is the tenth leading cause of death in the United States.

ACTION:

Mayor Pro Tem Johnson moved to <u>approve proclaiming September as Suicide Prevention Month</u>. Councilor Cheek seconded the motion which carried unanimously.

11. Request to adjust contract regarding vendor fee percentage for concert series

Sue Husch with the Ridgway Chautauqua Society explained the non-profit organization contracts with the Town to administer alcohol sales during the July concert series. The agreement sets a 25% vendor fee on the profit of sales. She explained during the recent series receipts were down half from the previous year, and asked Council to amend the agreement and allow for a 15% vendor fee. She also requested the rate structure be amended for the upcoming year to be based on payment after receiving a specific threshold of net proceeds.

Councilors Austin, Cheek and Mayor Clark recused themselves from the discussion and actions, based on conflict of interests.

There was discussion by the Council and it was agreed to direct staff to negotiate with the Chautauqua Society regarding the requested reduction in 2019, and the structure for next year.

12. Presentation from Eco Action Partners regarding energy use and greenhouse gas inventory

Memorandum dated 9-6-19 from Heather Knox and Kim Wheels presenting an update and presentation from Eco Action Partners.

Energy Specialist Kim Wheels addressed the Council regarding the program, noting it is a collaboration of regional government agencies, businesses and schools to achieve greenhouse gas emissions goals through oversight of the Sneffels Energy Board.

Jake Neice presented programs including the Green Business Certification; Plastic Film Recycling; Greenlights LED bulb sales; and the San Miguel Power Association Income Qualified Weatherization Program.

Ms. Wheels noted other programs include working with schools, community and regional composting. She presented graphs of regional and Town energy use and stated "we are reaching our energy greenhouse gas emissions reduction goals", noting "climate change is the most important issue addressing us". She requested the Town continue to participate on the board and requested a contribution of \$6000 in 2020.

Ms. Wheels answered questions from the audience.

13. <u>Presentation from San Miguel Power Association regarding new programs and projects</u>

Alex Shelley with San Miguel Power Association (SMPA) communications division noted electricity has a "lion share of global warming" and the organization is trying to "help people maintain their way of life" and address the "impacts of that". He reported during a strategic planning process environmental sustainability was addressed, and staff directed to explore power supply options and expansion of energy efficiency. He presented a number of programs enacted by the organization including producing energy through renewable sources; energy efficiency and renewal pools and programs; rebates; net metering; solar array projects; and energy credits for renewable energy use.

Mr. Shelley answered questions from the Council and audience.

14. Support of planning grant for Ridgway Trails Group

Rod Fitzhugh representing the local charter of Colorado Mountain Bike Association, Ridgway Area Trails Group, explained the organization has installed, through community member volunteers, a single track non motorized trail system north of Town. The non-profit organization advocates for construction of mountain bike trails and will be applying to CPW for a planning grant to create a Ouray County wide trail management plan which would identify existing trails and develop plans for new trail systems. The \$45,000 grant requires a 20% matching grant of cash and in-kind donations, and he asked the Council to consider pledging matching funds.

There was discussion by the Council and it was agreed to review the request during the upcoming budget workshop, and directed the Town Manager to prepare a letter of support for the grant application.

ACTION:

Councilor Meyer moved, and Councilmember Cheek seconded to <u>direct preparation of a letter of support for COPMOBA and review the funding request at a later date</u>. On a call for the vote the motion carried unanimously.

POLICY MATTERS

15. <u>Discussion regarding water rates</u>

Memorandum dated 9-6-19 from the Town Manager, Town Engineer and Public Works Admin presenting background, analysis, options and rate scenarios pertaining to water rate structures, and copies of the three ordinances which have been adopted (18-05;18-06; 19-

04). Letters requesting consideration of establishing a residential annual water allotment from Paul Hebert, Shawn McKearnan, Nina Rea, Brian Rea, Meredith Nemirov, Darlene Mann, Bob Mann, Rita Robinson, Nori Francis, Martha McKenney, Ralph Tingey, Paulette Crabb, Jorge Anchondo, Marisa Murphy, Nicole Dow, Suze Gingery, Laurie Greischel, Susan McMurry, Priscilla Peters, Michelle Curry Wright, Deborah Wheeler, Patricia Kennett, Richard Gingery, Steve and Kathleen Bratt. Letters expressing concerns with residential water rates received from Susan Baker, Christine Niles, Martha McKenney and Rod Fitzhugh.

The Town Manager reviewed the memorandum. She explained after a workshop held in August staff had prepared nine scenarios to "ensure solvency of the water fund" and there were discussions at previous meetings regarding the "cost to access, treat and deliver water today and project into the future". She presented a list of items the Council expressed supported for at the recent workshop held in October, and presented an extensive list of various scenarios for other rates, allocations and penalties for exceeding allocated amounts, for both residential and non-residential water users.

There were comments from the Council.

SPEAKING FROM THE AUDIENCE:

Nina Rea asked Council to consider reducing water rates for residents noting many grow their own food; the survival of trees; and "the beauty of our Town" if rates are increased and "people stop watering".

Paul Hebert suggested a credit for residential users that "underuse" during the winter months and "allow the use in the two irrigation months". He noted another effort to address "global warming", "trees are one of the best things to combat carbon in the atmosphere". He stated he feels the rate increase will be "working counter to what the Town would like to see" and if the rates raise there will be a "drop in usage" which will produce a "decline in your revenues, which is what you are trying to avoid".

Ellen Hunter noted she was on the Council when the ordinance was adopted with the purpose "to get people to conserve water" and "make it what it really costs to produce water", not necessarily reaching a targeted annual dollar amount.

Nori Francis asked for meters that users can read, or that staff read them "bi-monthly" instead of monthly before the bill is received.

Kerry Wilson supported Ms. Francis's comments and asked that Town look into the use of "grey water" by residents.

Marisa Murphy expressed concerns with current water rates to irrigate the vegetable garden and fruit trees on her property. She stated her use is down 35 to 40 percent from last year, and "there is hundreds of dollars more in cost". She spoke in support of "creating an annual allotment so it can be used in the summer". She expressed concerns if the rates increase "we are going to see alot of dead trees" in Town.

Andy Michelich noted there are "many different collective approaches" and encouraged the Council to "take time to look at the structures".

Tom McKenney stated based on the scenarios presented "in this process there would be winners and losers" and did not support "charging more money to the people who use less water".

Jean Casolari asked the Council to "consider a unit price for what you use", and inquired into reserve funds.

Kerry Wilson asked "are we putting a moratorium on growth?" She noted "more education" on ways to water with drip systems "could save trees".

There were comments from the Council.

SPEAKING FROM THE AUDIENCE:

Rodney Fitzhugh stated "businesses have a way to off set costs by raising the rates they charge" but as a residential user he "can not do that".

There was discussion by the Council regarding the different scenarios presented in the memorandum and the base rates and water allocations. Consensus was to direct staff to prepare other scenarios based upon Scenario 7, with the base rate between \$47 and 50 the residential base allocation being between 5000 and 6000 gallons and non-residential remaining at 4000 gallons, with overage amounts staggering at \$11, \$13 and \$15; if unable to enact as an emergency ordinance at the next regular meeting, it was noted the changes pertaining to non-residential rates will revert back to the original ordinance the end of October.

16. <u>Introduction of an Ordinance Replacing Section 7-3-12(J) of the Ridgway Municipal Code, to Provide Regulations for Master Sign Plans, and Adding Provisions to the Sign Regulations in Chapter 7-3-12 to reference Master Sign Plan Regulations</u>

Planner Shay Coburn explained earlier in the year the Council repealed the master sign plan and directed the Planning Commission to prepare new regulations. She presented a draft ordinance with Commission recommendations addressing changes to various portions of the Municipal Code. Areas affected would be permits, performance criteria, fees and costs, general regulations, allowable deviations, criteria for approval, review procedure, amendments to approved plans.

There were questions from the Council.

ACTION:

Councilor Lakin moved to introduce the Ordinance Replacing Section 7-3-12(J) of the Ridgway Municipal Code, to Provide Regulations for Master Sign Plans, and Adding Provisions to the Sign Regulations in Chapter 7-3-12 to reference Master Sign Plan Regulations. Mayor Pro Tem Johnson seconded, and the motion carried unanimously.

17. Master Plan Code update process and estimated costs for implementation

Memorandum dated 8-30-19 from the Planning Commission and Planner prioritizing master plan action items.

Planner Coburn noted priority actions to implement the Master Plan which were identified by the Planning Commission relate "specifically to zoning and subdivision code updates". Items that would first be addressed as amendments to the Municipal Code would include housing, planned unit developments and subdivision regulations. Estimated costs for consulting to implement all changes would be \$46,000.

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The Planner requested Council approval to move forward with the process and the Council consented.

18. Award of bid for design and construction oversite for the Athletic Park Pavilion Project

The Town Planner explained five bids were received for design and construction administration of the Athletic Park pavilion which will include storage, shelter, shade and concessions. The company will be retained to provide design, locations, construction documents, bid and award to contractor and some construction oversite. She explained after conducting phone interviews staff is recommending retention of Reynolds, Ash and Associates from Durango. Contract award would be \$24,300 for design and \$14,200 for bid and construction administration.

ACTION:

Mayor Pro Tem Johnson moved, with Councilmember Lakin seconding to <u>award the contract to Reynolds</u>, Ash and Associates for the Athletic Park Pavilion Project. On a call for the vote the motion carried unanimously.

19. Request for approval to submit grant application to Great Outdoors Colorado to partner with Southwest Conservation Corps on Parks and Trails improvements

Chase Jones, Public Works Services Admin reported on the opportunity to apply for grant funds from Great Outdoors Colorado for assignment of a Southwest Conservation Corp team of eight to ten youths aged 14 to 25 to provide two weeks of parks and trails improvements. If awarded, the cost to the Town would be approximately \$500 to provide camping facilities and purchase materials for the project. The Parks Committee is suggesting the project be geared to improvements at Weaver Park.

ACTION:

Moved by Councilmember Hunter to <u>approve submission of a grant application to GOCO for parks and trails improvements</u>. Councilor Cheek seconded the motion which carried unanimously.

20. Colorado Open Records Act Policy

The Town Attorney presented a proposed policy based on 2018 changes to Colorado state laws which "broadened the application of the Colorado Open Records Act". He explained the policy places all provisions into one document, provides the type of submission form for requests of information, and includes notifications and compliance with state law. He noted the policy will also include fees which will be updated by a resolution adopted at the next meeting, and will be added to Section E1 of the policy.

ACTION:

Moved by Councilor Austin, seconded by Councilor Meyer and unanimously carried to <u>adopt the</u> open records policy with the inclusion of fees in Section E1.

21. <u>Discussion regarding vaping regulations</u>

Mayor Clark reported information being reported nationally regarding health hazards of vaping has triggered a number of municipalities to begin enacting legislation bannering the use. He asked if the Council had interest in pursuing a ban.

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There was discussion by the Council regarding ways to enforce a ban. It was agreed vaping is "a serious health issue" and consensus was the Council will reach out to the community to determine if there is concern, and research a partnership with the school.

22. Retention of consultant for Town Manager hiring process

In follow up to the conversation at a recent workshop Mayor Clark reported there were four potential persons he contacted regarding being an independent contractor to assist in the hiring process of the new manager. Only one candidate, Mark Garcia, has availability to take on the project, he noted.

ACTION:

Councilor Cheek moved to <u>present a consultant agreement to Mark Garcia for the town manager hiring process</u>. Councilor Hunter seconded and on a call for the vote the motion carried unanimously.

23. Broadband infrastructure and sharing

The Town Manager explained the Town is under a 99 year lease with Clearnet Works for shared conduit space in broadband installation lines within specific areas of Town. The company is planning to begin installation of new lines and will be performing excavation work, and has asked if the Town is interested in placing conduit in the trenching. She noted the approximate cost to the Town could be \$150,000 to \$200,000 and the lines could be used to connect the public works facility with Town Hall and/or lease the lines to internet companies.

There was discussion by the Council and it was agreed the investment would be beneficial and staff was directed to presented pricing details at the next meeting.

TOWN MANAGERS REPORT

Manager Coates reported on recent repairs at the water and wastewater treatment plants; and the award of the victim assistance grant for the Marshal's Department.

COUNCIL REPORTS

Mayor Clark noted the Ouray County Historical Museum is requesting a letter of support for a grant application, and the Council agreed the Mayor should prepare a letter.

Councilor Hunter presented an update on the Creative District.

ADJOURNMENT

The meeting adjourned at 10:10 p.m.

Respectfully Submitted,

Pam Kraft, MMC Town Clerk

RIDGWAY TOWN COUNCIL

MINUTES OF SPECIAL MEETING

SEPTEMBER 18, 2019

The Town Council convened for a special meeting at 5:50 p.m. in the Ridgway Community Center at 201 N. Railroad Street, Ridgway, Colorado. In attendance Councilors Austin, Cheek, Meyer and Mayor Clark. Councilor Lakin was not present for the roll call. Councilor Hunter and Mayor Pro Tem Johnson were absent.

Town Clerk's Notice dated September 5, 2019 calling a Special Meeting to adopt the ordinance pertaining to outdoor lighting regulations.

The Town Manager explained the ordinance was introduced at the August meeting at which time staff was directed to look into meeting International Dark Sky Association requirements for certification as a dark sky community, and limits on single family lumens. She presented the draft ordinance and noted changes pertaining to public lighting and lumen limits.

There were comments from the Council.

Speaking from the audience in support: Val Szwarc, Rob Datsao, Howard Greene, John Baskfield and Vickie Hawse.

Councilor Lakin entered the meeting at 6:00 p.m.

The Town Clerk read a letter of support from Thomas Emilson dated 9-18-19.

Councilor Lakin announced she would not be voting and Mayor Clark stated he would cast a vote to fill the quorum requirement.

ACTION:

Councilmember Austin moved to <u>adopt Ordinance 2019-06 an Ordinance of the Town of Ridgway Repealing and Replacing Chapter 6, Section 5 of the Ridgway Municipal Code Regarding Outdoor Lighting Regulations</u>. Councilor Meyer seconded the motion which carried with Councilmember Lakin abstaining and Mayor Clark voting.

The meeting adjourned at 6:10 p.m.

Respectfully Submitted,

Pam Kraft, MMC Town Clerk

RIDGWAY TOWN COUNCIL

MINUTES OF BUDGET WORKSHOP MEETING

SEPTEMBER 18, 2019

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

Town Clerk's Notice of Budget Workshop dated September 5, 2019.

The Council received the draft 2020 Fiscal Year Budget and worksheet of proposed Capital Projects.

Staff reviewed with Council the draft budget for estimated year end 2019 and projected 2020.

The Council and staff reviewed the proposed 2020 Capital Projects and Outlays. The Town Manager noted items were being presented based upon rating by the Council during the budget retreat, and with staff recommendations of projects which should be undertaken in 2020.

Councilor Austin left the meeting at 7:30 p.m.

Council and staff discussed capital projects. <u>The Council agreed to add to the budget preparation of a study for long term planning improvements to South and North Amelia Streets including storm water, sidewalk and hard surfacing streets.</u>

The meeting adjourned at 8:30 p.m.

Respectfully Submitted,

Pam Kraft, MMC Town Clerk

Name	Memo	Account	Paid Amount
RESPEC		Alpine-Operating Account	
	SWPlan - July & Aug 2019	614GO2 · Consulting/ContracturalServices	-39,586.44
TOTAL			-39,586.44
Evoqua Water Technologies LLC		Alpine-Operating Account	
	software troubleshooting - wtr plant	931WOO · Maintenance & Repairs	-1,400.00
TOTAL			-1,400.00
Alpine Floral		Alpine-Operating Account	
	S2C Artwork Unveiling - deposit	532GOO · Creative District	-274.06
TOTAL			-274.06
petpickups.com		Alpine-Operating Account	
	dog p/up mitts	732POO · Supplies & Materials	-1,623.44
TOTAL			-1,623.44
Black Hills Energy-Hartwell Park		Alpine-Operating Account	
		742POO · Utilities	-34.25
TOTAL			-34.25
Black Hills Energy-Town Hall		Alpine-Operating Account	
		742PO1 · Utilities - community center	-18.64
		842GO3 · Utilities 542GOO · Utilities	-18.63 -18.63
TOTAL			-55.90
Black Hills Energy-PW Building		Alpine-Operating Account	
		742POO · Utilities	-7.16
		642GO2 · Utilities 942SOO · Utilities	-7.17 -7.16
		942WOO · Utilities	-7.16
TOTAL			-28.65
Black Hills Energy-Lift Station		Alpine-Operating Account	
		942SOO · Utilities	-26.24
TOTAL			-26.24
Black Hills Energy-PW Office		Alpine-Operating Account	
		642GO2 · Utilities 942SOO · Utilities	-10.62 -10.62
		942SOO · Utilities 942WOO · Utilities	-10.61
TOTAL			-31.85

Name	Memo	Account	Paid Amount
Mesa County HDR Laboratory		Alpine-Operating Account	
		990WOO · Testing - water	-20.00
TOTAL			-20.00
The Paper Clip LLC		Alpine-Operating Account	
		541GOO · Office Supplies 941WOO · Office Supplies 941SOO · Office Supplies	-105.96 -45.55 -45.55
TOTAL			-197.06
Bruin Waste Management		Alpine-Operating Account	
	Sept 2019	516GOO · Refuse Collection Franchise	-13,165.19
TOTAL			-13,165.19
City of Delta		Alpine-Operating Account	
		918SOO · Testing & Permits - sewer	-228.00
TOTAL			-228.00
SGS Accutest Inc		Alpine-Operating Account	
		990WOO · Testing - water	-90.00
TOTAL			-90.00
Clear Networx, LLC		Alpine-Operating Account	
	Oct 2019	543GOO · Telephone 643GO2 · Telephone 843GO3 · Telephone 943WOO · Telephone 943SOO · Telephone 943SOO · IT Services 615GO2 · IT Services 729POO · IT 820GO3 · IT Services 917WOO · IT Services 917SOO · IT Services	-56.00 -56.00 -61.00 -56.00 -56.00 -15.00 -15.00 -66.00 -27.00 -50.00 -25.00 -55.00
TOTAL			-740.00
Wilbur-Ellis Company LLC		Alpine-Operating Account	
	chemicals chemicals	932WOO · Supplies & Materials 932SOO · Supplies & Materials	-1,346.40 -336.60
TOTAL			-1,683.00

Name	Memo	Account	Paid Amount
Potential Power Systems, LLC		Alpine-Operating Account	
	replace fountain batteries troubleshoot power issues - H. Park	731POO · Maintenance & Repairs 731POO · Maintenance & Repairs	-310.00 -171.63
TOTAL			-481.63
Montrose Heavy Truck Repair		Alpine-Operating Account	
	multiple repairs - 2006 dumptruck multiple repairs - 2006 dumptruck multiple repairs - 2006 dumptruck	961WOO · Vehicle & Equip Maint & Repair 961SOO · Vehicle & Equip Maint & Repair 661GO2 · Vehicle & Equip Maint & Repair	-655.32 -655.31
TOTAL			-1,965.95
UNCC		Alpine-Operating Account	
		915WOO · Dues & memberships 915SOO · Dues & Memberships	-23.43 -23.43
TOTAL			-46.86
Ouray County Road & Bridge		Alpine-Operating Account	
	Sept 2019 Sept 2019 Sept 2019 Sept 2019 Sept 2019	660GO2 · Gas & Oil 760POO · Gas & Oil 960WOO · Gas & Oil 960SOO · Gas & Oil 860GO3 · Gas & Oil	-334.96 -307.53 -228.35 -481.35 -562.88
TOTAL			-1,915.07
Deeply Digital LLC		Alpine-Operating Account	
	Oct 2019 maintenance	556GOO · IT Services 615GO2 · IT Services 729POO · IT 820GO3 · IT Services 917WOO · IT Services 917SOO · IT Services	-464.00 -46.40 -46.40 -204.16 -83.52 -83.52
TOTAL			-928.00
SGM		Alpine-Operating Account	
	thru 9/14/19 thru 9/14/19 thru 9/14/19	552GOO · GIS Mapping - admin 952WOO · GIS Mapping - water 952SOO · GIS Mapping - sewer	-66.67 -66.66 -66.67
TOTAL			-200.00
EcoAction Partners		Alpine-Operating Account	
		5085GO1 · Eco Action Partners	-5,000.00
TOTAL			-5,000.00
Schoonover's Mobile Mechanic		Alpine-Operating Account	
TOTAL	tire repair - Fusion	861GO3 · Vehicle Maintanence & Repair	-35.00 -35.00
IOIAL			-33.00

Name	Memo	Account	Paid Amount
NAPA		Alpine-Operating Account	
	brake pads - F150 brake pads - F150	961WOO · Vehicle & Equip Maint & Repair 961SOO · Vehicle & Equip Maint & Repair	-39.99 -39.99
TOTAL			-79.98
Grand Junction Pipe & Supply		Alpine-Operating Account	
	sprinkler parts	732POO · Supplies & Materials	-433.29
	sprinkler parts	932SOO · Supplies & Materials 732POO · Supplies & Materials	-141.00 -723.63
TOTAL			-1,297.92
Mr. Lock		Alpine-Operating Account	
	H. Park restroom lock	731POO · Maintenance & Repairs	-65.40
TOTAL			-65.40
Caselle Inc		Alpine-Operating Account	
	Nov 2019 Nov 2019	914SOO · Consulting & Engineering Servs 914WOO · Consulting & Engineering Ser	-159.50 -159.50
TOTAL			-319.00
Montrose Water Factory, LLC		Alpine-Operating Account	
TOTAL		632GO2 · Supplies & Materials 732POO · Supplies & Materials 932SOO · Supplies & Materials 932WOO · Supplies & Materials	-7.25 -7.25 -7.25 -7.25 -29.00
TOTAL			-20.00
Park Avenue True Value		Alpine-Operating Account	
		932WOO · Supplies & Materials 632GO2 · Supplies & Materials 932WOO · Supplies & Materials 932SOO · Supplies & Materials	-27.99 -8.33 -8.33 -8.33
TOTAL			-52.98
Verizon Wireless		Alpine-Operating Account	
TOTAL		943SOO · Telephone 943WOO · Telephone 843GO3 · Telephone 543GOO · Telephone 643GO2 · Telephone 552GOO · GIS Mapping - admin 952SOO · GIS Mapping - sewer 952WOO · GIS Mapping - water 819GO3 · Contractural Services	-75.28 -125.03 -220.24 -116.34 -53.17 -10.00 -10.01 -160.14 -780.22
1 0 1/ L			-100.22

Name	Memo	Account	Paid Amount
United States Postal Service		Alpine-Operating Account	
	Sept 2019 billing Sept 2019 billing	951WOO · Postage - water 951SOO · Postage - sewer	-91.46 -91.45
TOTAL			-182.91

Agenda Item	
File No	

STAFF REPORT

Subject: Wasterwater adjustment - Account #3270.1/Ridgway Lodge

Initiated By: Pam Kraft, MMC, Town Clerk

Date: September 17, 2019

BACKGROUND:

Attached is a request for a leak adjustment from Ridgway Lodge. There was a leak in the meter pit and excess water used.

The account is billed at non-residential rates, and is during this time frame was billed at the water leak adjustment rate of \$10.50 per 1000 gallons, so there would not be an adjustment for the excess water used.

Excess water went into the ground, and not into the wastewater system, so this amount is eligible for an adjustment to the wastewater portion of the billing.

ANALYSIS:

The water break adjustment regulations do not apply to this request as 9-1-23 states:

(C) The adjustment shall not reduce the customer's bill below the cost to the Town of producing the water supplied through the meter.

The account was billed for \$1086.75 for wastewater usage. Since the excess water went into the ground and was not processed at the wastewater plant, a credit can be issued for this charge.

To determine the gallons staff took the current charge of \$1086.75 for wastewater processing, and reduced it by the amount charged last year during the same period, which was \$329.00. The difference in the usage, would calculate to a rate reduction for wastewater at \$757.75.

Staff is recommending a credit to Account 3720.1 for \$757.75.

ATTACHMENT: Email from Ridgway Hotel Group LLC dated 9-13-19

Agenda	Item	
File No.		

STAFF REPORT

Subject: Request for water leak adjustment - Account #2350.0/Zaugg Properties

Initiated By: Pam Kraft, MMC, Town Clerk

Date: August 19, 2019

BACKGROUND:

Attached is a request for water leak adjustment from Zaugg Properties for excess usage of 45,000 gallons of water at 330 N. Cora. The property owner identified a break in the main water line and it was repaired.

ANALYSIS:

Pursuant to Municipal Code Section 9-1-23 the Council has the authority to authorize water leak adjustments. The provisions are as follows:

9-1-23: WATER BREAK ADJUSTMENTS.

- (A) The Town Council shall have authority to make an equitable adjustment to a water bill when the bill is extraordinarily high due to an undiscovered break downstream of the customer's meter if the break was not caused by the customer's negligence and the customer did not have a reasonable opportunity to discover the break more quickly than it was discovered.
- (B) No adjustment shall be allowed unless the customer submits a written request for the adjustment within fifteen days of the mailing of the bill in question and unless the leak has been repaired.
- (C) The adjustment shall not reduce the customer's bill below the cost to the Town of producing the water supplied through the meter.

The customer used 55,000 gallons in July and was billed \$948.50. This calculates to 45,000 gallons over the base allotment; based on the leak adjustment rate of \$10.50 for each 1,000 gallons, the customer can be awarded a water leak adjustment credit of \$403.00.

ATTACHMENT: Letter from Zaugg Properties dated 9-11-19

Zaugg Properties, LLC P.O. Box 116 Ridgway, CO 81432

Ridgway, September 11, 2019

Concern: Water Leak adjustment at 330 N Cora St in Ridgway (Acc # 2350.0)

Dear Town Council,

We had renters at 330 N Cora St in Ridgway and they moved out on August 5th 2019 because of a work opportunity elsewhere.

A few days later our neighbor to the North told us there was water running down his driveway. Dan went over right away and assessed the situation. He came to the conclusion that the main water line to the house had sprung a leak and that there was also water in the crawl space. It was after hours so he was very careful to use two wrenches and shut the water off right away so as to not waste any more water. We have managed since then to get by and are working to repair it now that circumstances allow.

We are suffering from the water damage in the crawl space and the cost of digging and repairing the line.

We were so shocked when we got the huge water bill, probably reflecting the new water rates. Please note that we have 3 water services from various properties along with this one that goes back for over 30 years.

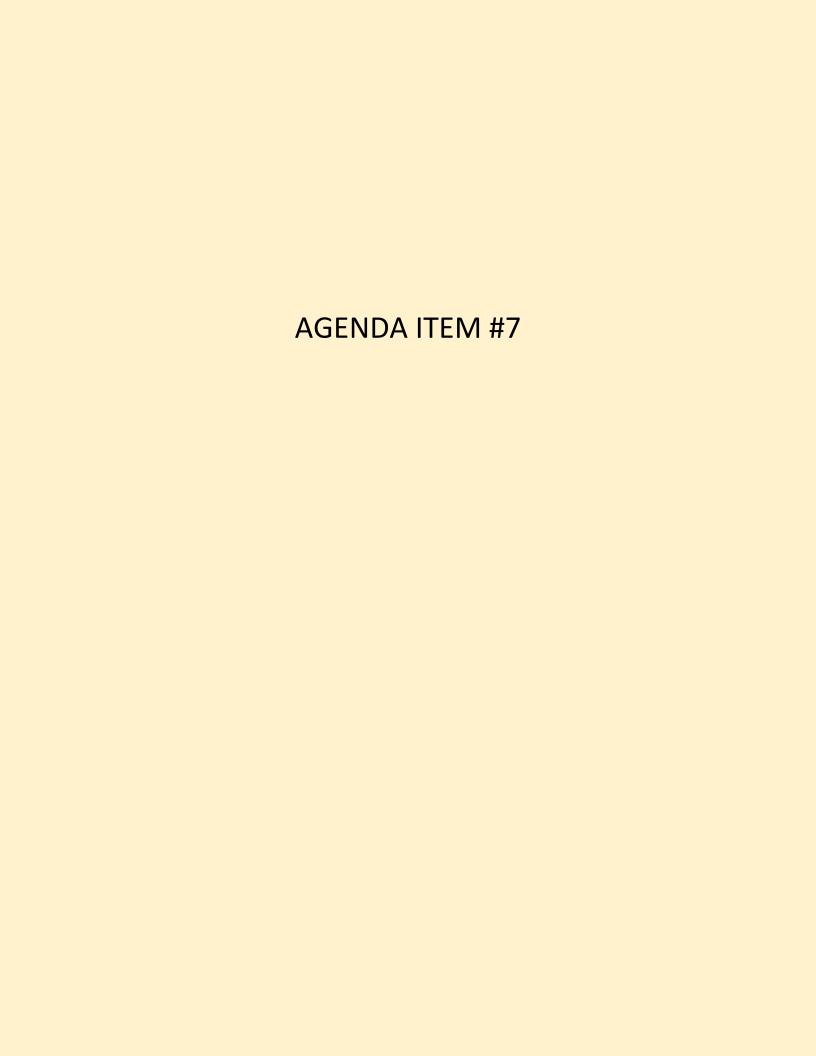
We hope you will take all this in consideration and make a major adjustment to this last month bill. (\$ 948.50 55,000 gallons)

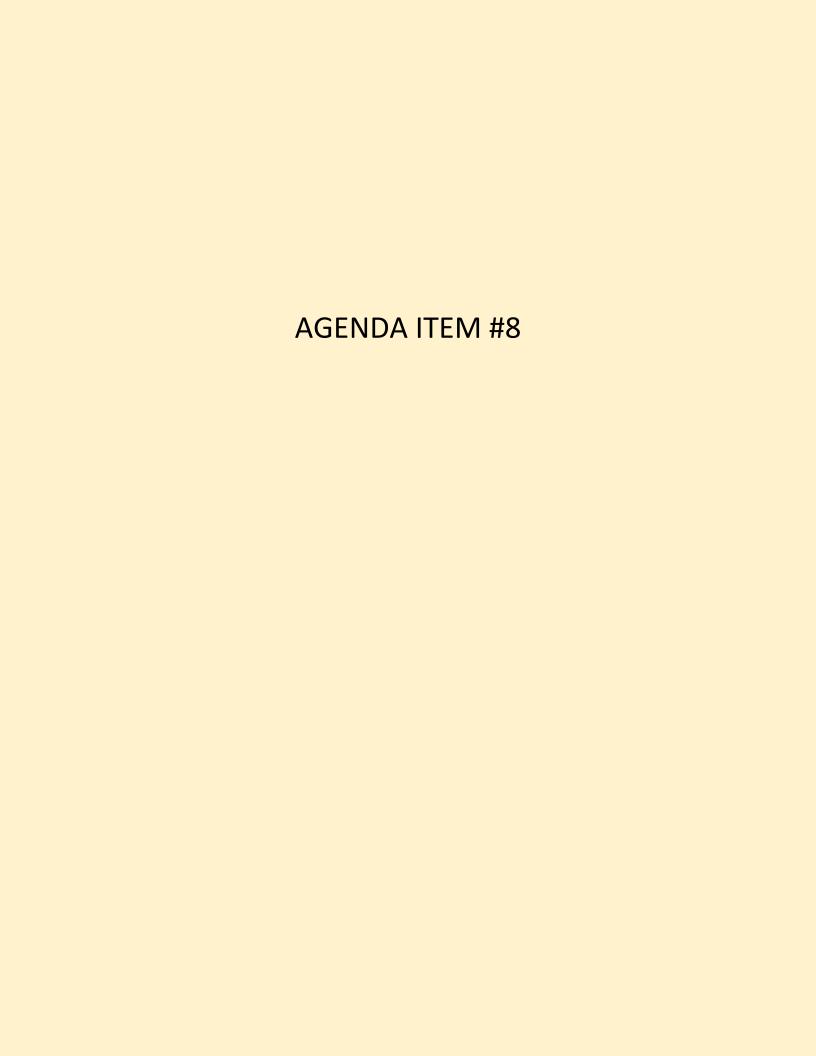
Thank you in advance

Zavag Properties

Dan & Sabine Zavag

Oc 1





NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Ridgway Town Council will hold a **PUBLIC HEARING** at the Town Hall Community Center, 201 N. Railroad Street, Ridgway, Colorado, on <u>Wednesday</u>, <u>October 9th, 2019 at 5:30 p.m.</u>, to receive and consider all evidence and reports relative to the application described below:

Application for: Preliminary Plat

Location: Property at SE Corner of Sherman/Hwy 62 and S. Railroad

Address: TBD Railroad/Hwy 23

Zoned: Historic Business (HB)

Applicant: Ridgway Cohousing, LLC

Property Owners: Ridgway Cohousing, LLC

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: September 27, 2019 Shay Coburn, Town Planner

STAFF REPORT

Request: Preliminary Plat

Legal: S: 16 T: 45 R: 8 614 AC IN N1/2SW1/4

Address: TBD

Parcel #: 430516300005
Zone: Historic Business

Applicant: Ridgway Cohousing, LLC
Owners: Ridgway Cohousing, LLC
Initiated By: Shay Coburn, Town Planner

Date: October 4, 2019

BACKGROUND

Applicant is submitting a preliminary plat for a proposed subdivision. This development is planned for the Warlick or Railroad property located at the southeast corner of Sherman/Hwy 62 and South Railroad Street. The property is 4.47 acres total.

The development plan includes 26 residential units/lots in 10 duplex buildings and 6 units above garages, plus a common house, future workshop, future gazebo, and parking facilities. This cohousing development would encompass approximately 4 acres — inclusive of all shared spaces (garages, carports, storage areas, open spaces, shared building, etc.) this averages to about 6,701 sq. ft. of property per dwelling unit, or 6.5 dwelling units per acre. The remainder of the property will include a 0.12-acre street and a 0.35-acre lot on the north side of the subject, along Sherman Street, that would not be developed as part of this proposal.



The units will include 6 garage loft units at 728 sq. ft., 6 units at 913 sq. ft., 6 units at 1,207 sq. ft., 4 units at 1,388 sq. ft., and 4 units at 1,629 sq. ft. The development also includes a mix of single-car garages, car ports, open parking space, a 3,000 sq. ft. common house, and an 800 sq. ft. workshop.

This development has had the following public meetings and outcomes:

- Informal discussion with the Planning Commission August 29th, 2017 well received
- Sketch Plan hearing with the Planning Commission September 26, 2017 Approved
- Sketch Plan hearing with the Planning Commission March 27, 2018 Approved
- Sketch Plan hearing with the Planning Commission October 30, 2018 Approved
- Preliminary Plat hearing with the Planning Commission May 25, 2019 Approved with conditions to be met before going to Town Council, see meeting minutes at the end of this report.

The Applicant worked with Town staff on another round of reviews after the Commission meeting and prior to this preliminary plat hearing with the Town Council. However, this preliminary plat revision was

submitted to the Town on September 30, 2019 with some documents coming in after that. This did not allow enough time for the Town Engineer to complete another review of the submittal. It is important that the Council includes review and approval by the Town Engineer as a condition of any approval.

Submitted with this public hearing application are the following, new/revised items since the Commission hearing are in *blue*:

- Hearing Application
- Request Letter
- Updated Narrative
- Mineral Rights Certification
- SMPA Will-Serve Letter + email correspondence
- Black Hills Energy letter
- Clearnetworx letter
- School District Bus Stop Location Letter
- Site Access and Safety Exhibits
- HOA Declarations and CCRs + Exhibits
- Draft Flood Plain Development Permit
- Geotech Engineering Study and Addendum
- Drainage Report revised July 2019, Addendum September 2019
- Preliminary Plat Map
- Landscaping, Irrigation, and Lighting Plans
- Civil Plans
- Brown Ditch Due Diligence Report

The property has been noticed and posted in accordance with the Ridgway Municipal Code (RMC).

CODE REQUIREMENTS AND ANALYSIS

RMC 7-4-5(B) Preliminary Plat

(1) – (4) Submittal Requirements Substantially conforming.

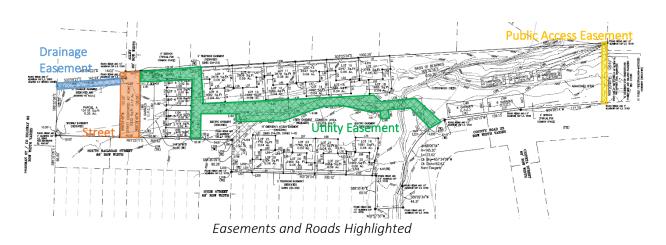
- (5) The preliminary plat shall contain at a minimum the following:
 - (a) The name of the subdivision, date of the preparation of the map, name and address of the engineer or surveyor preparing the plat, and total area of the subdivision.

Substantially conforming.

(b) The scale used and direction of true north. Substantially conforming.

- (c) The location and dimensions of all existing and proposed streets, alleys and easements, street lights, street signs and other improvements.
 - The Applicant has been in discussion with the Town regarding realigning South Railroad Street to match the location of North Railroad Street. This would have a positive impact on the traffic flow in this area. After a Town Council workshop, the Town and Applicant agreed upon a layout that

- could work for both parties. The Town is investigating the options for this realignment while this development is moving forward with development plans and approvals. This potential realignment would impact Parcel A and would join with the proposed road between Parcel A and the cohousing property.
- This plan proposes a street, a 40' right-of-way, that will run east west connecting South Railroad to the existing alley south of Alpine Bank. This will be one of the development's main access points and was discussed in some detail at one of the Sketch Plan Hearings. See red area on map below. Dedication language on the plat may need to be adjusted.
- This plan proposes a 10' drainage easement for the east side of Parcel A, the parcel in which no development is being proposed along Sherman Street. See blue area on map below.
- This plan proposes a triangular shaped sidewalk easement on the NW corner of Parcel A so that when the sidewalk is built on Parcel A, there can be some space for it to work with the established intersection.
- This plan proposes stops sign at all exits from the development and one on Hyde for vehicles traveling east.
- Once the utility plan is approved and finalized, the Applicant should check that all easements are adequate.



- (d) The location of water courses, including lakes, swamps, ditches, flood prone areas; the location of existing utility lines, pipes, poles, towers, culverts, drains, and drainage ways.

 Received.
- (e) The location, size and dimension of all lots and blocks, and the location of properties and easements to be reserved for particular uses or to be dedicated to the Town.
 - The Applicant is proposing a utility easement through about the center of the property for utility providers, including the Town, to access and maintain the utilities in that area. See green area on map above. This also mostly overlaps with a 16'-wide emergency access easement.
 - The Applicant is providing for a 10' public access easement at the south end of the property. This 10' area is currently a utility easement. See yellow area on map above.
- (f) Five foot elevation contours at a minimum. Received.
- (g) Any building setback lines, height restrictions, or other building or use restrictions.

Received.

(h) A vicinity sketch map.
Received.

- (i) An indication of the total area of streets and alleys, area of lots and area of any property dedicated to public or other uses.
 - A 40' right-of-way will be dedicated to the Town as described above. The area of this street is 0.12 acres or 5,332 square feet.
 - A 10' public access easement, as described above, will be dedicated to the Town.
- (6) Accompanying the preliminary plat or included upon it shall be plans, drawings or information for the following:
 - (a) Plans for any proposed sanitary sewer system showing location, grade, pipe sizes and invert elevations.

The Applicant is proposing to build a new sewer main that will run through the middle of the development and connecting to the Town's system on Liddell Street via the alley. The sewer main is to be dedicated to the Town while the service lines will be the responsibility of the Applicant. The dedication language on the plat may need to be revised.

The Town Engineer needs to further review the sewer system.

(b) Plans for the water system and fire protection system showing locations, pipe sizes, valves, storage tanks and fire hydrants.

The Applicant is proposing to build a new water main starting at Chipeta and CR 23 then going through the middle of the property north then looping west on Hyde Street. The water main is to be dedicated to the Town while the service lines will be the responsibility of the Applicant. The dedication language on the plat may need to be revised.

The Town Engineer needs to further review the water system.

Page C108 was provided to show a 250' radius from the one existing fire hydrant on CR 23 and the proposed hydrant on South Railroad. The Town's Standard Specs say "Fire hydrants shall be placed at the intervals recommended by the State Insurance Services office, generally, at 500 foot intervals." The two hydrants on the plans appear to be about 765' apart. A new hydrant needs to be added to address the gap. This may have been addressed with this new submittal – this will be reviewed by the Town Engineer.

(c) Plans for the storm drainage system showing location, pipe sizes, drains, surface drainage ways and discharge points.

The development and association will own and maintain this private stormwater system that is mostly raingardens that then connect with the Town's system on Sherman Street. The Town Engineer needs to further review the storm drainage plan. Town has had multiple conversations with the Applicant on this topic and is hopeful this is close to being resolved.

(d) Plans for proposed streets, alleys, sidewalks, curbs and gutters, lighting, bikepaths and walkways showing the grade and cross section, and plans for any other proposed public improvements. (Ord 12-2008)

- The Applicant is including sidewalks along all of the cohousing property, along South Railroad, Hyde, and CR 23 as required by 7-4-6(A)(10).
- Pursuant to 7-4-6(A)(10), sidewalks must be constructed along all property unless proper grade cannot be determined, in which case the Planning Commission and Town Council can make this determination and then make an agreement for future construction. Since Parcel A is not being proposed for development at this time, and South Railroad is not paved, it may make sense to delay this portion of sidewalk. For now, plat note 20 is included as a placeholder but Town would prefer that the building of this sidewalk be included in the Subdivision Improvements Agreement instead. Either way, deferring building this sidewalk will need Town Council approval at the time of Final Plat.
- Exterior lighting plan Applicant provided town with an explanation of how the lighting interfaces with the utility plan and easements. This information should be added to the engineering plans. This may have been addressed to be reviewed by the Town Engineer
- The Town Engineer needs to further review these items.
- (e) The subdivider shall send a notice, at least 30 days prior to the Planning Commission's hearing or consideration, to mineral estate owners, by certified mail, return receipt requested, or a nationally recognized overnight courier, in accordance with the requirements of CRS 24-65.5-103(1). A copy of the notice shall be given to the Town along with the subdividers certification of compliance with said notification requirements. Provided this notice is not required if notice was previously sent and such certification previously provided with respect to the same surface development, or the application is only for platting an additional single lot, unless a mineral estate owner has requested notice pursuant to CRS 24-6-402(7). (Ord 4-2009)
 - Substantially met. As requested by the town, the Applicant submitted an updated title commitment. However, it was received on October 4, 2019 so it still needs to be reviewed by the Town Attorney.
- (f) Any proposed covenants, condominium declaration or articles of incorporation and by-laws for any homeowners' association, or contracts for maintenance of improvements.
 - An owner's association will be established with a final plat for the cohousing property. This will not include Parcel A. Staff received revised CCRs on October 4, 2019. The updates appear to address the below comments but this will need to be reviewed by the Town Attorney.
 - Consider inserting additional language in 2.4.2 or 2.4.3 to recognize the utility easement being dedicated to the Town, which will affect the common areas.
 - 2.12 may be good to note the Town's short-term rental regulations which supersede the CCRs.
 - 3.4 May want to look at explicit language regarding emergency vehicles See 38-33.3-106.5
 - 3.6 May want to further define animals as domestic animals (dogs cats)
 - 3.8 is a violation of CCIOA See 38-33.3-106.5
 - Please submit exhibits for review.
- (g) A soils report prepared by a geologist or licensed qualified engineer which addresses building foundation design requirements shall be submitted where geologic hazards and considerations dictate the need for such analysis.
 - An addendum to the report was submitted and needs to be reviewed by the Town Engineer.
- (h) Written approval or access permit from the State Department of Highways for any access to highways under its jurisdiction, directly from any lot and for any new street serving the subdivision which intersects with a State highway.

Town has worked with the Applicant to get an access permit from CDOT for this development and for the realignment of South Railroad Street. If South Railroad Street is not realigned, Town will need to work with the Applicant to determine if another CDOT access permit needs to be submitted. Staff is unsure what the implications may be if South Railroad Street is not realigned – it may trigger CDOT to limit the access in and out of South Railroad Street to right-in and right-out only. Staff will continue to work with the Applicant and CDOT as the feasibility of realigning South Railroad is determined.

- (i) Estimated water consumption and sewage generation. Received.
- (j) Description of any geologic hazards. Received.
- (k) Landscape plans and, as appropriate, irrigation plans. (Ord 12-2008)

The Historic Business district has minimal landscaping requirements. The proposed plan will preserve maybe about half of the exiting trees. The landscaping plans propose a mix of types, and a number of trees and bushes. The proposal also shows a small lawn area with mostly low grasses and native flowers. Most of the landscaping plan seems to be based on accommodating and managing storm drainage.

The Applicant needs to remove trees that are shown to be located on top of utility lines. The Applicant should not plant trees directly on top of utility lines as they would likely have to be removed when there is a problem with the utility. Landscape plans will need to be reviewed against new engineering plans.

The irrigation plan shows only common areas being irrigated. This is beneficial in that each property owner can decided what they want to do with their yard like xeriscape or have a flower garden; however, there is landscaping proposed on private yards that will then not be irrigated by the owner's association. This seems to occur on the rear lots where most lots have one tree but not all. For example, lot 26 has two trees and lot 7 has none. Also, will each home/lot have access to an outside water hook up so they can add an irrigation system or water as needed? This is not a requirement, just something for the Applicant to think through. The Applicant should also note that if the backflow prevention devise is not blown out each winter, it will break.

Town Engineer needs to further review these items to check for compatibility with utility plans.

- (I) A list of proposed uses for each lot consistent with Town Zoning Regulations. (Ord 12-2008)

 In the Historic Business district, residential uses are a use by right. The majority of this proposed subdivision will be residential. Parcel A will remain undeveloped at this time and the zoning will remain Historic Business.
- (7) Repealed by Ord 4-2009
- (8) The Planning Commission may approve, conditionally approve or disapprove the preliminary plat. It may continue its consideration of the plat to another meeting when additional time is needed, or to allow the subdivider time to revise or supplement the plan to bring it into compliance with these regulations or proposed conditions of approval. The reason for continuance, disapproval, or any

conditions of approval, shall be included in the minutes of the Planning Commission's proceedings and provided to the subdivider in writing upon request. Consideration of the matter may also be continued upon the subdividers request. The plat may be disapproved if it or the proposed improvements and required submittals are inadequate or do not comply with the requirements of these Regulations. (Ord 12-2008)

- (9) The Planning Commission's decision shall be submitted to the Town Council as a recommendation along with the plat for review at its next regular meeting. The Town Council shall issue its decision approving, conditionally approving or disapproving the plat, based upon compliance with the provisions of these regulations. The Town Council may continue its consideration of the preliminary plat until such time as proposed conditions for approval, are met by the subdivider. (Ord 12-2008)
- (10) Except as otherwise expressly provided by the Town Council, all conditions of approval shall be met within 90 days of such approval or the plat shall be deemed disapproved.

RMC 7-4-6 Required Improvements

There are a number of improvements that are required with subdivision in this section. Staff is highlighting only a portion of these requirements here:

Subsection (A)(6) Streets within and adjacent to the subdivision as necessary to provide access to each lot. Existing streets maintained by the Town for public use shall be improved by the subdivider to the extent necessary to provide access to abutting lots and to provide proper drainage, grade and sidewalk grade. Streets shall be paved in circumstances where required by Town street specifications. Streets shall be dedicated to the Town.

One of the required improvements when doing a subdivision includes providing streets to access the development or making improvements to existing streets. Besides just providing adequate access to the property, the improvements are to provide proper drainage and grades. As stated above, the Applicant is proposing to dedicate a 40' right-of-way to the Town that will connect the existing alley off of Liddell Street to South Railroad Street. The Applicant has also been asked by the Planning Commission to build the roughly 70' long portion of alley to connect the proposed street to the existing alley. This new street will be one of the development's main access locations with 14 garages and trash access located just off of this new street. This access cannot be an alley because RMC 7-4-7(C)(2) requires that all lots shall have access to a street connected to the public street system.

Subsection (B) Subdivision Improvements Agreement (SIA) In part, this section reads as follows in Sections (1) and (2):

(1) No final plat shall be approved or recorded until the subdivider has properly completed, and the Town has approved, the street base, lights and traffic control devices, and water, sewer, electricity, gas, telephone, and drainage system as adequate to serve each lot, and has submitted, and the Town Council has approved, a Subdivision Improvements Agreement guaranteeing construction of all other required improvements and as-builts therefore, which have not previously been completed and approved by the Town. The Subdivision Improvements Agreement shall list the improvements to be made and as builts required, estimated costs, and completion dates.

It should be noted that phone may not be installed by the time of final plat. This is due to the utility providers who won't install the lines until there are paying customers. The Applicant will install conduit to

ensure the lines can be install easily at the time of connection.

(2) All improvements shall be completed and accepted within 2 years following approval of the final plat by the Town, unless a longer interval is provided for in the Subdivision Improvements Agreement.

The Applicant has told staff that they will want to do an SIA. The Applicant has a rough idea of the items that they expect to be part of this SIA. This list will be helpful to agree upon before the final plat, when the SIA would be finalized, as to avoid any delays. The Applicant should note the language of (B)(1) above as some items are not eligible for an SIA.

RMC 7-4-7 Design Standards

There are a number of standards required in this section. Staff is highlighting only a portion of these Standards here:

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

All private lots and structures are outside of the floodplain; however, the Applicant has submitted a draft Flood Plain Development Permit for site work. The Applicant is working on a USACOE Nationwide 404 Permit which will include off-site wetlands mitigation, stream improvements for the stream crossing, stream widening, and slope stabilization. This USACOE permit is needed to finalize the Town's Flood Plain Development Permit. This can be a condition of approval; however, it should be noted that the Applicant has requested more than the 90 days the code allows for to meet all conditions of preliminary plat approval. While the Applicant shared that they would hope to have this completed sooner and they now have written affirmation from the USACOE to allow utility and culvert installation with mitigation happening later, they are requesting up to two years to meet this condition. No matter how long the Applicant has to meet this condition, no work can commence in the floodplain until the floodplain development permit through the Town is processed. In addition, the design of the elements in the floodplain will need to be reviewed again by the Town Engineer.

Subsection (J) Plat Notes

This section addresses plat notes required by the Town. All items have been addressed.

RMC 7-3 Zoning Regulations

RMC 7-3-10 Dimensional & Off-Site Parking Requirements

- Parcel A is 0.35 acres and about 108' wide on Sherman Street.
- Structure height limited to 35' in the HB district.
- Minimum or maximum lot coverage or size none in this district.
- Lot width variances were approved by the Planning Commission.
- Setbacks all setback variances were approved by the Planning Commission.

Parking – Under RMC 7-3-10(A), 2 parking spaces are required for residences greater than a studio size of 600 sf. All 26 units are above 600 sq. ft. thus requiring a minimum of 52 spaces, which are provided in a combination of surface parking, garages, and carports. There will also be 4 guest parking spaces. In addition, the Applicant is proposing to improve the public right-of-way along CR 23 which will contribute to extra residential parking and visitor parking.

Misc. Comments and Edits

RMC 6-4 Fence, Hedge and Wall Restrictions

The Applicant is proposing quite a few retaining walls around the development. These retaining walls average about 2-3' tall. In addition, private yards are planned to be fenced by the owners. The fences will be 4' tall between units and 6' tall on the edge of the property (rear and sides) where desired for privacy. Garage apartment units may have a 4' fence at front yards. These items are addressed in the HOA CCRs.

RMC 7-3-13(I) Short Term Rental Regulations

Per the HOA documents, all rentals must be 32 days or more. This means that no short-term rentals will be allowed.

Commercial Design Guidelines

These apply to Historic Business properties; however, this is a residential development so many of the guidelines are not applicable. For example, we do not have architectural plans so looking at the architectural design and materials is not possible. Also, the sign planning guidelines do not really work or apply to a residential development. The one section of the Commercial Design Guidelines that apples is the screening and buffers section. Staff asked the Applicant about how the development will look from public rights-of-way given it appears that the backs of garages is all that will be visible. The Applicant said that the design team is working on this and that they are looking at incorporating a variety of exterior building materials and landscaping to add to the visual appeal of this development and minimize the massing of the garages.

STAFF RECOMMENDATION

Given the complexity of a larger project like this, it is extremely important to discuss the details of this plan and address a number of edits needed prior to any approval of a preliminary plat. While the Town Engineer needs to finish review of this preliminary plat, it appears as if most of the large requirements have been met and that staff can work with the Applicant to finalize all of the engineering and related documents. As such, staff recommends approval of this preliminary plat with the condition that all updates and modifications described in this report, including Town Engineer comments, be incorporated.

Town Council will need to provide input on the following items:

- 1. Deferring construction of the sidewalk along parcel A
- 2. Providing for up to 2 years to complete the USACOE permit

This is a significant development review for which a number of modifications and decisions are needed. While we have done our best to insure a complete and accurate report, this is complex and there may be some omissions or oversights here that will need addressed in future reviews.



From Hwy 62/Sherman looking south



From CR 23 looking north east



From South Railroad Street looking east

EXIBITS

Planning Commission Minutes – May 28, 2019

Planning Commission Minutes - Partial May 28, 2019

3. Application for Preliminary Plat; Location: Property at the southeast corner of Sherman Street/Highway 62 and South Railroad, legal address: S: 16 T: 45 R: 8 N1/2SW1/4; Address: TBD Railroad/Highway 23; Zone: Historic Business; Applicant: Ridgway Cohousing, LLC; Owners: Ridgway Cohousing LLC

Staff Report dated May 20, 2019 presenting background, analysis and staff recommendation prepared by the Town Planner.

The Town Planner presented an application for preliminary plat for a proposed 4.47 acre subdivision at the corner of Sherman Street/Highway 62 and South Railroad Street. She noted that the Town Engineer submitted comments just prior to the meeting so the comments have not been incorporated into the hearing packet. She also noted that a 0.12-acre street would be dedicated to the Town and a 0.35-acre lot (Parcel A) on the north side of the subject property is not part of the proposed development. Planner Coburn reviewed the proposed streets, alleys and easements associated with the development and commented the Town is investigating options for the realignment of Railroad Street while the development moves forward.

Ms. Coburn commented that most of the large requirements have been met, and reviewed the criteria needing further attention from the Planning Commission. She explained that a sidewalk will be required along Parcel A and suggested that the requirement be deferred until a determination is made regarding the development of Parcel A. A security improvements agreement or plat note would be required to ensure the sidewalk is completed she continued. Planner Coburn reviewed the portion of the site plan as it pertains to the floodplain and explained the lengthy process with the Army Corps of Engineers may take longer than the 90 days allowed in the Design Standards Regulations. She also reviewed the setbacks for each type of house in the 26-lot development and determined that lot width and most setbacks meet the minimum requirement when considering the full property being developed.

Don Schwarz, member of the Ridgway Cohousing LLC, explained the cohousing concept and how that type of development positively affects the community. He said the project is occurring at the right place and right time for the Town and the County.

John Baskfield, Architect for the project, spoke of the owners' ideals that have remained incorporated into the project such as energy efficient units, healthy buildings, common space, garden space, meeting and gathering space, and use of alternative energy. Mr. Baskfield reviewed pedestrian and vehicle flow within and around the development. He further explained the nature of the development which builds a sense of community, relationships and trust. He also commented that the Town will benefit from the possible Railroad Street alignment and explained how the proposed rain gardens would retain and release water.

Diane Rooney, SGM Civil Engineer for the development, further commented on the rain gardens and reviewed the new sanitary sewer system. She explained the proposed new water main would be beneficial to the Town because other builders will be able to tie into the line as new development occurs and it will bolster the water pressure on the south side of town. Rooney addressed the proposed street infrastructure and reviewed ingress and egress for the intersections in the development.

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

The Commission discussed the application.

ACTION:

Councilor Cheek moved to recommend approval to the Town Council for Preliminary Plat; Location: Property at the southeast corner of Sherman/Highway 62 and South Railroad Street; with the conditions that all updates and modifications described in the Staff Report dated May 20, 2019 are completed including addressing and incorporating all engineering comments before presenting the application to the Town Council. The variance request for the front, rear and side setbacks and lot width are approved since the criteria have been met. Provisions for future security for the sidewalk on Parcel A is required, and the request to allow 2 years for the Army Corps of Engineers to evaluate the work site and issue the Flood Plain Development Permit is also approved. Commissioner Nelson seconded the motion and it carried unanimously.







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

Official Use Only
Receipt # 987376 CHV +1003
Date Received: 2/22 9
Initials: SC

Planning Commission Hearing Request

General Information			CE SERVICE LEGEL
Applicant Name ConteRRA W			Application Date 02/22/20
Mailing Address Po Box 401 Pi	DGULAY	Co. 81432	1-
Phone Number 976 626 4471	Email OFF	ICE 2. CONTERPA 6	GMAL.COM
Owner Name PIDGWAY Cotton	sinly L	-LC	
Phone Number 970-325. 0405	the same of the sa	The second secon	Locoly
Address of Property for Hearing 780, Co			
Zoning District HB	*		
Action Requested	HART P		
Deviation to Single-Family Home Design Stand Temporary Use Permit 7-3-13(C) Conditional Use 7-3-14 Change in Nonconforming Use 7-3-15	dards 6-6	☐ Variance 7-3-16 ☐ RezonIng 7-3-17 ☑ Subdivision 7-4 ☐ Other	
Brief Description of Requested Action		Bustens estas.	
PRELIMINARY PLAT RE	VIEW F	OR ALPENGLO	W Co House Co
A 26-UNIT RESIDE	TIAL	SUBDIVISION	
Required Fee Pavable to the Town of Ride	Lau se se se		
The state of the s	Men and Annie an	Subdivisions	
Required Fee Payable to the Town of Ridge Temporary Use Permit Conditional Use	\$100.00	Subdivisions a. Sketch Plan	
Temporary Use Permit	\$100.00 \$100.00	a. Sketch Plan	\$200.00 (plus \$10.00 / lot or unit)
Temporary Use Permit Conditional Use	\$100.00		
Temporary Use Permit Conditional Use Change in Nonconforming Use	\$100.00 \$100.00 \$100.00	a. Sketch Plan b. Preliminary Plat	\$200.00 (plus \$10 00 / lot or unit) \$400.00 (plus \$20.00 / lot or unit)
Temporary Use Permit Conditional Use Change in Nonconforming Use Variances & Appeals	\$100.00 \$100.00 \$100.00 \$150.00	a. Sketch Plan b. Preliminary Plat c. Final Plat	\$200.00 (plus \$10.00 / lot or unit) \$400.00 (plus \$20.00 / lot or unit) \$300.00
Temporary Use Permit Conditional Use Change in Nonconforming Use Variances & Appeals Rezoning	\$100.00 \$100.00 \$100.00 \$150.00 \$200.00	a. Sketch Plan b. Preliminary Plat c. Final Plat d. Minor Subdivision	\$200.00 (plus \$10.00 / lot or unit) \$400.00 (plus \$20.00 / lot or unit) \$300.00 \$200.00 \$100.00
Conditional Use Change In Nonconforming Use Variances & Appeals Rezoning Other Reviews Pursuant to 7-3-18	\$100.00 \$100.00 \$100.00 \$150.00 \$200.00 \$100.00	a. Sketch Plan b. Preliminary Plat c. Final Plat d. Minor Subdivision e. Lot Spilt	\$200.00 (plus \$10.00 / lot or unit) \$400.00 (plus \$20.00 / lot or unit) \$300.00 \$200.00

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



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

Attachinents: Required
For ALL Applications
Evidence of ownership or written notarized consent of legal owner(s). FRON SKETCH PLAN FINE
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.
CHMECKEL CONTERPALIORESHOP 02/22/2019
Applicant Signature Date
A MA +
Owner Signature Date Date
Date /



February 22, 2019

Shay Coburn Ridgway Town Planner 201 N. Railroad Street Ridgway, Colorado 81432

Re: Alpenglow CoHousing Residential Subdivision, request for Preliminary Plat Review

Dear Shay:

On behalf of Ridgway Cohousing LLC (RCL), we hereby request a preliminary plat review for a subdivision map for a 4.46 acre parcel of land located across from North Railroad Street on Highway 62 (Previous Railroad Yard) as described in Exhibit A - Title Commitment. RCL has purchased this property from Railroad Street Station, Inc. The owners have given permission to Conterra Workshop, LLCto process a Preliminary Plat as the Owner's Agent. The property is presently undeveloped and zoned Historic Business.

This Preliminary Plat proposal is to subdivide the property into two separate parcels, Parcel A - a commercial lot; and Parcel B - a twenty six (26) unit residential cohousing complex. Attached herewith are various plans and support documents required for this submittal including,

- Existing Site Conditions
- Site Plan and Narrative
- Subdivision Lot Plan
- Subdivision Calculations
- Construction Cost Estimate
- Civil Grading, Drainage, and Utility Plans and Profiles
- Rendered Landscape Plan

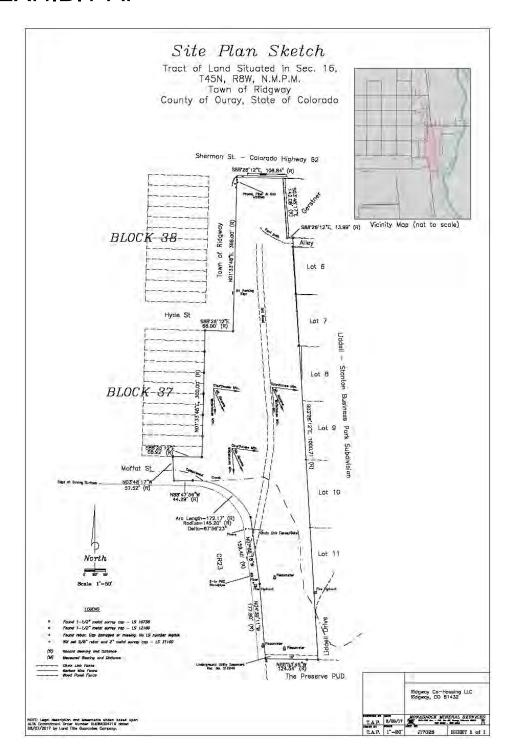
We thank you in advance for your consideration.

Sincerely,

John Baskfield



EXHIBIT A:



Alpenglow CoHousing Community

Preliminary Plat Submittal February 22, 2019

What is Cohousing?

"Cohousing communities are intentional, collaborative neighborhoods created with a little ingenuity. They bring together the value of private homes with the benefits of more sustainable living. That means residents actively participate in the design and operation of their neighborhoods, and share common facilities and good connections with neighbors. All in all, they stand as innovative and sustainable answers to today's environmental and social problems..."

-- From www.cohousing.org, The Cohousing Association of the United States

Since its inception in Denmark over 50 years ago, "Cohousing" has provided a successful framework for intentional communities that share space and resources while forming strong bonds between neighbors and across generations.

Alpenglow Cohousing History

Ridgway Cohousing LLC was formed in 2017 after a small group of locals discovered that "Cohousing" was the best model for them in forming an intentional community for themselves and others here in Ridgway. They hired Kathryn McCammant, perhaps the leading US expert on Cohousing, to advise their team on the process of developing a Cohousing Community. After the site was purchased in November 2017 and design was begun, Alpenglow CoHousing was born.

Ridgway Cohousing LLC and Alpenglow CoHousing are both Non-Profit. Members are donating their time and investing their personal savings to develop this community for themselves and others. Like regular "for-profit" developers, they have taken on real financial risk. However, unlike regular developers, no financial profits will be made. Their only hopedfor reward is the creation of this shared Cohousing community within the larger community of Ridgway.

The project has been through Ridgway's "sketch plan" review (3) times in the past two years and received strong public support. The most recent sketch plan hearing on Oct 30, 2018 directed the CoHousing group to work with Town staff to address:

- Traffic safety at vehicular points of entry
- Dedicating a wide public right-of-way at the project's northern entry point (as proposed this right-of-way provides public access *through* the overall parcel)
- Provision of public sidewalks along existing rights-of-way

In the months following, the Alpenglow design team worked with Town Planners to address these concerns. After concerns were addressed with Town Staff, the CoHousing group agreed to invest in the design, engineering and cost-estimating necessary to prepare this proposal.

Existing Site

Ridgway Cohousing purchased the 4.46 acre parcel in 2017. The narrow lot's long axis centers on an old north-south length of the abandoned rail line. Since the railroad was abandoned in the 1950's, the site has been undeveloped. The parcel is long/narrow (north-south oriented), with the terrain generally falling from West to East.

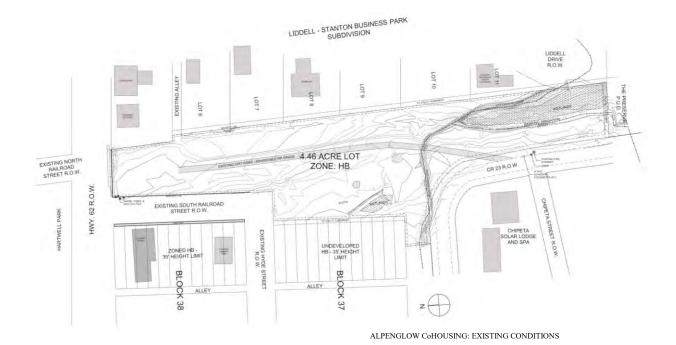
Cottonwood Creek crosses the parcel toward the South end, providing both challenges and amenity to the development. An intermittent drainage ditch enters the site from the south and terminates into the creek.

Manmade wetlands, attributed to both the drainage ditch and the old railroad grade (which obstructs the natural drainage flows from the west), are marginal in nature. The wetlands have been assessed by the USCOE, resulting in a wetland mitigation plan, which includes developing and protecting wetlands both on-site and off-site under a USCOE wetlands permit.

Existing vegetation on the site is sparse, with scattered cottonwoods and grasses. The site is greatly disturbed from vehicular activity and the old railroad grade that runs through the site. Existing access to the property is from Railroad Street and Hyde Street on the north and County Road 23 to the south.

The property lies fully within the historic business (HB) zoning district. Surrounding land use zoning is mostly historic business (HB), with residential (R) to the south. A mix of existing commercial and residential buildings exists near the site. Land to the south and west is currently vacant. Chipeta Solar Springs Lodge lies to the southwest across Cty Rd 23. An existing residence and businesses of the Liddell Subdivision are to the East. Sherman Street (Hwy 62) and Hartwell Park are just north of the site.

Existing utilities, including town water, sanitary sewer, and storm sewer are located near or adjacent to the site. See attached utility plan maps.



Proposed Development

The current proposal is to subdivide the property into two (3) separate parcels:

- On the north, a small .35 acre commercial lot facing highway 62 ("red" on vicinity map)
- On the south, a much-larger <u>4 acre parcel for Alpenglow CoHousing ("orange" on vicinity map)</u>
- Between the properties, a .12 acre right-of-way to be dedicated to the Town of Ridgway ("blue" on vicinity map)



ALPENGLOW CoHOUSING: VICINITY MAP

Commercial Lot (.35 acres, "red" on vicinity map)

On the north, a small commercial lot facing Hwy 62/Sherman street is proposed to be sold to help make the project financially viable. The zoning of this small lot will remain historic business (HB). The possibility of using this small lot to achieve alignment of North Railroad Street across hwy 62 has been studied carefully with the Town of Ridgway. After abundant discussion and engineering studies, the Town needs substantially more time to further assess viability and potentially acquire funding for this potential connection. The proposal here has been carefully designed to allow this street alignment to be made if the Town determines it is viable. If so, a possible land sale to the Town could provide Ridgway the ability to rework South Railroad Street as deemed beneficial to public interest.

The remainder of this proposal will focus on the merits of the Alpenglow Cohousing development. It is simply understood that the 0.35 acre Commercial Lot will be subdivided and sold (to the Town or other buyer TBD), as a separate parcel, in the future.

Public Right-of-Way (.12 acres, "blue" on vicinity map)

Between the Commercial Lot and Alpenglow Cohousing parcels, a 40'wide public right of way is proposed to be dedicated to the Town. An existing off-site 16' wide Town right-of-way lies just to the east of this proposed 40' wide ROW. To support public east-west connection, the Alpenglow CoHousing group is proposing to construct a gravel alley on the Town's behalf across the Town's existing 16' right-of-way, providing a public alley connection between Liddell and South Railroad Streets.

Alpenglow CoHousing Lot (4 acres, "orange" on vicinity map)

Zoning for the Alpenglow Community will remain historic business (HB), with all uses proposed considered "use by right." The proposal consists of twenty-six private residential units densely spaced around a central common space.

The site provides "walkable" convenience to Town amenities. Each private unit has its own traditional amenities (like private kitchens), however ownership at Alpenglow also includes shared amenities like the common spaces, gardens and pathways, the Common House (for community meals and social gatherings) and a shared workshop.

The CoHousing neighborhood is bordered on the north by a 40'w public right-of-way (to be dedicated to the Town, see above). On the far south, a 10'w public pedestrian easement is planned, to provide public access across Alpenglow Cohousing's land, from Cty Rd 23 to the Uncompanger River. Both the 40'w right-of-way and the 10'w public-access easement appear "blue" on attached vicinity map.

The vast majority of parking for the community is on the north and south ends of the site. Residents walk along the "pedestrian promenade" from their designated parking areas (north or south). The pedestrian promenade provides pedestrian-only circulation through the neighborhood core and also provides restricted vehicle access for heavy deliveries or emergency vehicles through the heart of the community.

The northern vehicle access to the site is off the proposed 40'w right-of-way, which will tie into Hyde Street and the existing alley off Liddell Street. South vehicular access to the site is from County Road 23. A small 4-car parking lot is provided near the common house, for visitors. Access to this small lot is from the corner of S. Railroad and Hyde Streets. Vehicular points of access have been studied by SGM Engineering and the Town Engineer. See "line of sight" diagrams (exhibits 1 & 2), illustrating safe safe access, prepared by SGM Engineering.

Public sidewalks: Along the existing rights-of-way bordering the project, Alpenglow CoHousing is proposing to design and construct public sidewalks: along South Railroad/Hyde Streets; and along Cty Rd 23.

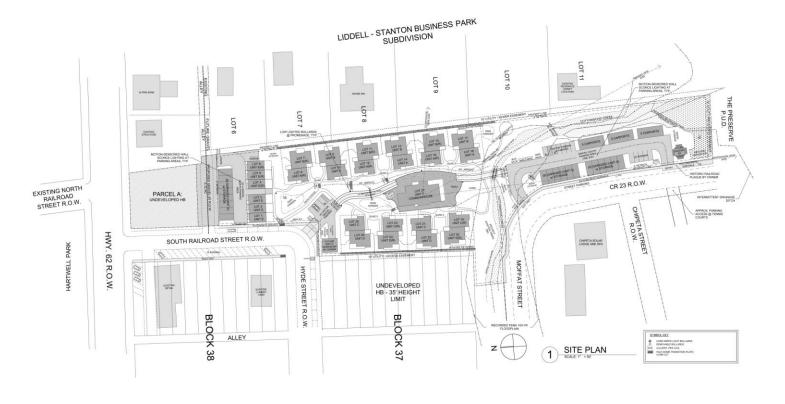
Adhering to a strong theme in "Cohousing" design, the project is designed to bring residents together through the movements of their daily regimens (like walking to their homes or getting the mail) while also encouraging residents to participate in planned neighborhood functions (like common dinners or social gatherings at the common house). The common space and common elements are essential in the community-building theme of any "Cohousing" community.

Site Lighting: Tight-knit neighborhoods, where residents feel closely connected to their neighbors, help foster safety. Alpenglow CoHousing members are also proponents of "dark sky" initiatives. Preliminary site lighting design calls for minimum outdoor lighting necessary to provide safety from "trip/fall." All lighting will have minimum "lumen" capacity to achieve this and will be downcast and shielded. Parking lots will be lit by low-lumen motion-sensor lights on buildings. Approaches and internal site lighting will be provided by downcast "bollard" lighting fixtures, supplemented by photovoltaic landscape lighting as necessary. No overhead streetlights are expected or desired. Final site lighting design will be provided by an electrical engineering consultant and reviewed by the Town during the building permit submittal process.

The project is designed to accommodate snow storage at parking areas. Trash pick-up exists at the north & south parking areas. Mail delivery and the bus stop for the neighborhood will be at the south parking area. As proposed, water and sewer utilities have been coordinated with existing Town infrastructure and Town Engineering. The project benefits existing Town utility infrastructure by providing redundant "loops" for water, gas and electric services. Dry utilities such as gas and electric have been coordinated with local providers. See attached utility plan maps.

In addition to the twenty six (26) private residential units of various sizes proposed, common amenities include parking/carports/garages, a 3,000 square foot common house, an 800 square foot (future) workshop, and landscaped common areas and pathways. Off-street parking is provided for both residents and guests: 56 total parking spaces including (3) HC parking stalls (net result = two (2) spaces per private residence plus four (4) total guest parking spaces).

Cottonwood Creek is a strong feature of the site and lies just south of the neighborhood core. The creek forms the southern border of the "lawn" at the common house, which is envisioned as the "outdoor living room" for the site. Native vegetation will be planted and encouraged along the creek drainage, and gravel paths and picnic areas are arranged along the edge of the creek. The railroad history of the site will be memorialized at these picnic areas through plaque/s, artwork or descriptive monument/s to be determined.



ALPENGLOW CoHOUSING: SITE PLAN

Unit Matrix						
Qty	Type	Size	Bdr	Bath	Height	Est. Price
6	Unit A - Duplex Unit	913 sf	1	1.5	1-story	\$389,000
6	Unit B - Duplex Unit	1,207 sf	2	2	1-story	\$514,000
4	Unit C - Duplex Unit	1,388 sf	2	2.5	2-story	\$599,000
4	Unit D - Duplex Unit	1,628 sf	3	2.5	2-story	\$682,000
6	Unit E - Garage Loft	728 sf	1	1	2-story	\$310,000
1	Unit F - Common House	2,989 sf	1	1.5	1-story	INCLUDED
20	Unit G - Garage	357 sf	0	0	1-story	INCLUDED
1	Unit H - Workshop	800 sf	0	.5	1-story	INCLUDED
	Total		45		_	

Parking Matrix		
Qty	Type	
26	Garage Stalls	
15	Carports	
11	Parking	
4	Guest Parking (open)	
56	Total Parking Stalls	

As proposed, two (2) parking spaces are provided for each residential unit. In addition, four (4) additional off-street (guest) parking spaces are provided for a total of 56 off-street parking stalls.

Compliance with Town Standards

Conformance with the master plan and zoning regulations

The project is located within the Historic Business zoning district with all proposed uses falling within a use by right. This proposal is therefore understood as a "use by right" subdivision, not a planned unit development (PUD). The cohousing proposal provides a mix of attainable housing units as desired under the 2009 affordable housing action plan.

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

The project is designed to work with the natural topography and drainage patterns. The existing old railroad grade, which impedes the natural flow across the site, will be removed. Storm water will be retained on-site and released in a managed flow according to an engineered storm water plan. Proposed landscaping uses native, low water consumption plants, and makes use of the (generally moist) storm water flow and retention elements as "rain gardens." These "rain gardens" are landscape focus areas, where plants and trees benefit from soil moisture that results naturally from retaining and managing storm water on site. Improvements to Cottonwood Creek include replacing the damaged culvert, new trees and plantings, and paths and boulders to help establish the creek as a natural amenity to the CoHousing community. Mature trees will remain in the creek bed (wherever possible). The CoHousing community plans to encourage native plants and trees within the channel, while members are also aware that occasional storm or snowmelt surges will scour-away most plants. All proposed buildings lie outside of the 100-year FEMA flood plain map.

Availability of water, means of sewage collection and treatment, access and other utilities and services

Water will be extended easterly from Hyde Street and looped centrally through the project site southward to the existing main at the intersection of Chipeta Street and County Road 23. Sanitary Sewer will run northward, centrally through the site, and gravity feed east down the existing alley to the existing sewer main at Liddell Street (see attached utility plans). A 20'wide access easement will be established within the subdivision for future utility maintenance.

ALPENGLOW CoHOUSING Water & sewer Demand Calculations

Units	Туре	Bdrs	Persons	Gal/Day	TOTAL
26	Private Residential	44	2	75	6600
1	Common House	1	2	75	150
	Kitchen & Community Use		10	10	100
1	Workshop		5	10	50
		45			
		Estim	ated daily	demand	6,900

Dry utilities will include electric, CATV, phone, fiber and natural gas, all of which are stubbed to the site.

Compatibility with the natural environment, wildlife, vegetation and unique natural features

The property encompasses the old railroad grade and is highly disturbed. The proposed development will maintain significant landscape areas and open space. The wetlands have been assessed by the USCOE, resulting in a wetland mitigation plan, which includes developing and protecting wetlands both on-site and off-site under a USCOE wetlands permit.

Public costs, inefficiencies and tax hardships

Alpenglow Cohousing is not aware of public costs, inefficiencies or tax hardships associated with this project. The project expects to pay all Town fees requested by the Town. Alpenglow Cohousing has already expended significant professional and engineering fees toward providing the Town an opportunity to re-align Railroad Street across Hwy 62, which may, in the future, add value to the Town's efficiency of roads infrastructure.

Public Benefits

The town is challenged by housing availability and housing costs. This project provides a diversity of attainable housing units that will meet the needs for a variety of user groups. Its central location will encourage pedestrian and bicycle use and minimize its impact on infrastructure. In the dense historic business (HB) zone, this project will contribute to landscaping, open space and public sidewalks.

- Provide sidewalk and curb/gutter along Hyde Street (off site)
- Provide sidewalk and curb/gutter along South Railroad Street (off site)
- Provide sidewalk along Cty Rd 23
- Provide HC half-dome crosswalk traction and curb cut at Hyde and South Railroad street (off site)
- Dedicate 40' w right-of-way between Hyde and Liddell Streets (Dedicated to Town)
- Construct gravel alley across Town alley right-of-way East of CoHousing parcel (off site, provide physical vehicular connection between Hyde and Liddell Streets on Town's behalf)
- Provide redundant loops for water and sewer (on-site and off-site, reinforces Town infrastructure)



www.mountainlawfirm.com

<u>Glenwood Springs – Main Office</u> 201 14th Street, Suite 200 P. O. Drawer 2030 Glenwood Springs, CO 81602 Aspen 323 W. Main Street Suite 301 Aspen, CO 81611 Montrose 1544 Oxbow Drive Suite 224 Montrose, CO 81402 Andrew A. Mueller *Partner*

aam@mountainlawfirm.com

Office: (970) 945-2261 Fax: (970) 945-7336

*Direct Mail to Glenwood Springs

Office

November 30, 2017

Re: Ridgway Co-Housing PUD Application

Dear Town of Ridgway Planning Department:

Applicant has provided in its Application for Preliminary Plat Approval for the Ridgway Cohousing PUD a copy of the current title commitment for the subject property. The title commitment prepared by Land Title Guarantee reflects that the property's minerals have not been severed from the surface. As such, title to the property's mineral estate is unified with title to the property's surface and is vested in the surface owner, the Ridgway Cohousing, LLC who is the Applicant under the Preliminary Plat application. No notice to the Applicant under CRS § 24-65.5-103(1) is required. To the extent the Town requires certification in writing of Applicant's compliance with the CRS § 24-65.5-103(1) notification requirements in this scenario, this writing serve as such certification.

Very truly yours,

Andrew A. Mueller

AAM



Touchstone Energy' Cooperatives
The power of human connections"

Date:	9-5-2017	
Daw.	7-2-2011	

To whom it may concern:

This is a "will-serve" letter for <u>ALPENGLOW COHOUSING</u>

I have reviewed the plans based on drawing <u>ALPENGLOW COHOUSING SCHEMATIC SITE</u> PLANS PROVIDED BY CONTERRA WORKSHOP

SMPA will be the electric service provider for ALPENGLOW COHOUSING LLC and has sufficient capacity and ability to provide electrical service subject to the provisions of the Service Connection and Line Extension Policy as found in SMPA's Rules, Regulations, and Policies.

If you have any questions please feel free to contact me at our Ridgway office.

Best regards,
Ollane Dollane

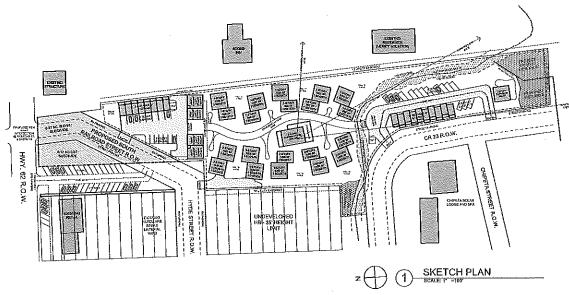
Duane DeVeny Service Planner

Mobile: (970) 209-5684 Office: (970) 626-5549 x214

SAN MIGUEL POWER ASSOCIATION

Hrs: MON.-THUR. 7:00 a.m. - 5:30 p.m.

San Miquel Power is an equal opportunity provider and employer



PROHITECT:

LOCATION

PROJECT INFORMATION

ADDRESS 180 REKZWAY, CO, 81432

CHOUSTIG CONSULTANT.

SCOTE CARMICHAEL
WALTER ENAPOSITIESTAL & ENGL GROUP
PO BOX 3567
GRAND AUNCTION, CO. 81503

PROJECT DATA

TOTAL PROPERTY ACREAGE: PROP, SUBD. HORTH PARCEL: CAPABERG SITE ZORNYO: TOTAL WATE:

PARKERS

PROPOSEO GARAGES: PROPOSEO CARPORT SPACES PROPOSEO PARXINO SPACES TOTAL OFF-STREET PARXING 34 ACRES 2 ACRES .15 ACRES

DESIGN DATA

IND 2006 EDITION & PER GENERAL NOTES \$5 PSG (FER SITE SLEV, AND DITTY STANDARDS) \$6 PSF \$0 UPH 40' QME

SKETCH PLAN - TOWN SUBMITTAL

B/31/2017

ALPENGLOW COHOUSING SCHEMATIC SITE PLANS RIDGWAY, COLO. 81432

conterraworkshop.com (970) 626-4471



To whom it may concern:

Black Hills Energy is aware of this project and is working with the applicant on the installation of the natural gas lines for the Alpenglow CoHousing Project.

Thank You

Scott Hunter

Utility Construction Planner

Montrose, CO

scott.hunter@blackhillscorp.com

Office: 970-615-8075 Mobile: 970-596-1924

Diana Rooney

From: Diana Rooney

Sent: Thursday, September 26, 2019 10:11 AM

To: Duane DeVeny

Cc:Shawn Brill; Lorie HughesSubject:RE: ALPENGLOW Co HOUSINGAttachments:2019-09-20 Utility plan.pdf

Duane,

Thank you for sending the load application information over. Bighorn, our MEP, will be filling out those forms and returning them to you. They are copied on this e-mail.

As is typical, the site plans are further along than the MEP and Structural design is at the moment, and we are hoping to get town approval to start the water/sanitary utilities earlier (as soon as this fall) than we will be on the electrical work (spring/summer 2020). I am attaching our latest utility plan and have highlighted the electrical layout and call outs. Can you please review and provide verbal approval of the design? We need this for the project to get town approval. Of course, please also let me know if you have any comments you'd like addressed.

Thank you,

Diana Rooney, PE Design Engineer IV



744 Horizon Court, Suite 250 Grand Junction, CO 81506 970.930.8241 / 201.566.5525 cell www.sgm-inc.com

From: Duane DeVeny <Duane@smpa.com> Sent: Tuesday, September 24, 2019 3:46 PM To: Diana Rooney <dianar@sgm-inc.com> Subject: ALPENGLOW Co HOUSING

Hi Diana, Sounds like the Alpen Glow project may be getting started soon. I was looking back at my notes and I don't have the Engineering request form or membership form that SMPA will need to start the paper work. I have attached both forms. If you are not the correct person for these please let me know who to contact. Thanks

Duane DeVeny
Service Planner

Mobile: (970) 209-5684 Office: (970) 626-5549 x214



Hrs: MON.-THUR. 7:00 a.m. - 5:30 p.m.

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Diana Rooney

From: Doug Seacat Clearnetworx <doug@clearnetworx.com>

Sent: Friday, September 27, 2019 12:39 AM

To: Diana Rooney

Cc: Kit Meckel; Shawn Brill; Chase Krogsrud

Subject: RE: New Project - Alpenglow CoHousing, Ridgway, CO

Hi Diana,

Yes we want to be a part of this project. The hand hole you have shown on the PDF that calls out to relocate is not our hand hole. That is a middle mile fiber that is owned by Zayo. They will need to coordinate with you to relocate. Our closest HH is on the corner of Sherman and S Railroad on the SE corner. Is there going to be an easement from Sherman to the back of your project where it shows a 30" culvert?



Doug Seacat 970-240-6600 doug@clearnetworx.com PO Box 1809 Montrose, CO 81402

From: Diana Rooney <dianar@sgm-inc.com> Sent: Thursday, September 26, 2019 3:12 PM

To: Doug Seacat Clearnetworx <doug@clearnetworx.com>

Cc: Kit Meckel <office2.conterra@gmail.com>; Shawn Brill <shawn@bighorneng.com>; Chase Krogsrud <chase@deeply-

digital.com>

Subject: RE: New Project - Alpenglow CoHousing, Ridgway, CO

Doug,

Thanks for your answers from over the summer. One confusing thing is your KMZ file doesn't show the handhole at the corner of Hyde and South Railroad.

Attached please find our most current drawing for your review. We are going to put you in with centurylink in the rear of the lots, in a dedicated telecom easement. Our note will be amended to state a 2-inch pvc conduit to be back there, in parallel with the telephone conduit.

We need verbal confirmation that Clearnetworkx acknowledges the project and will continue to work with us to provide service via an email response for us to get town approval. Moreover, if you have comments on the proposed work, please provide.

Thank you,

Diana Rooney, PE Design Engineer IV



744 Horizon Court, Suite 250 Grand Junction, CO 81506 970.930.8241 / 201.566.5525 cell www.sgm-inc.com

From: Doug Seacat Clearnetworx <doug@clearnetworx.com>

Sent: Thursday, June 20, 2019 9:23 AM **To:** Diana Rooney < dianar@sgm-inc.com>

Cc: Kit Meckel < office2.conterra@gmail.com >; Shawn Brill < shawn@bighorneng.com >; Chase Krogsrud < chase@deeply-

digital.com>

Subject: RE: New Project - Alpenglow CoHousing, Ridgway, CO

Hi Diana,

I know we talked on the phone but I don't see that I ever responded to this email. See my answers below. Let me know if you need anything else.



Doug Seacat 970-240-6600 doug@clearnetworx.com PO Box 1809 Montrose, CO 81402

From: Diana Rooney < dianar@sgm-inc.com > Sent: Tuesday, May 7, 2019 12:38 PM

To: Doug Seacat Clearnetworx < doug@clearnetworx.com >

Cc: Kit Meckel < office2.conterra@gmail.com >; Shawn Brill < shawn@bighorneng.com >

Subject: New Project - Alpenglow CoHousing, Ridgway, CO

Doug,

Thanks for speaking with me about the Alpenglow CoHousing project in Ridgway. We are currently submitted to the town for planning commission review, and hope to get utilities in the ground this fall. I've copied Shawn, the projects' MEP Engineer, who will likely be submitting technical load information as things go forward. Kindly review the site and utility plans attached and give me a call to discuss.

I have a number of questions, below:

Please provide utility record drawings for ClearNetworx's Fiber lines in the vicinity, or let me know how we can conduct an 811 engineering records request. Attached is a kmz of our fiber lines in Ridgway. We are building down there now so this will change but so you know where we are at this time.

With fiber in the area, we would like to give the opportunity for our new residences to connect to your network, perhaps this can be achieved by leaving a few 2 inch PVC conduits and pull box/handholes that are in a similar location to the network shown for telephone service. Please comment if this layout is acceptable and how many/size of conduits you would require. I would like one two inch to each building or a single ¾ inch to each residence. So just looking at the

plans I don't see a common utility room for each building so I think having a common hand hole between four units with a 2" feeding that hand hole and then from that hand hole have ¾ inch going to each unit.

Whom is in charge of installation of said work with you? Does our contractor install the conduits and your guys pull the line when the time comes? Or does your team do all the work?

Do you have any utility spacing requirements? We would most likely install these conduits ourselves if the trench was open for the other utilities. If we need to dig the trenches we would probably use a subcontractor. We usually try to be a foot from other utilities but in an open trench like these I feel we can be right next to CenturyLink. We do not have any distance restrictions but some of the other utilities do. Usually we are in with power and phone. Not gas but I'm okay being in with gas.

As discussed, we have a fiber post at the intersection of Hyde and Chipeta st that is going to end up in the middle of the street after we do sidewalk improvements. What does this post protect and how do we accommodate the utility with our proposed work? The post is next to a fiber hand hole. The post is easy to move but the hand hole may be difficult. We will need to coordinate where you want it and then we will have to figure it out. I think the hand hole will need to be moved to the east. The fiber comes from the street to the north and east. So I think if it will be possible to move it north east of the current location we may be fine. If not it may be a challenge.

Thank you,

Diana Rooney, PE
Design Engineer IV



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Diana Rooney

From: Perez, Al D <Alfred.D.Perez@centurylink.com>
Sent: Thursday, September 26, 2019 3:04 PM

To: Diana Rooney

Subject: RE: New residential development - Town of Ridgway

Thanks Diana!

I will need to know if there is are any other competitors going in, and also what is the open trench date and 1st occupancy dates.

From: Diana Rooney <dianar@sgm-inc.com>
Sent: Thursday, September 26, 2019 2:55 PM
To: Perez, Al D <Alfred.D.Perez@centurylink.com>
Cc: Kit Meckel <office2.conterra@gmail.com>

Subject: RE: New residential development - Town of Ridgway

Αl,

My apologies – the highlighted plan is attached.

Thank you,

Diana Rooney, PE Design Engineer IV



744 Horizon Court, Suite 250 Grand Junction, CO 81506 970.930.8241 / 201.566.5525 cell www.sgm-inc.com

From: Diana Rooney

Sent: Thursday, September 26, 2019 2:30 PM

To: Perez, Al D < Alfred.D.Perez@centurylink.com >
Cc: Kit Meckel < office2.conterra@gmail.com >

Subject: RE: New residential development - Town of Ridgway

Αl,

Just wanted to follow up with you about the alpenglow project. We are working towards getting town approval with a goal of construction starting in winter/spring of 2020.

Attached please find the most recent site plan for your review and comment. The phone infrastructure we plan on is highlighted in orange, and telephone services are in green. Please acknowledge that Centurylink is aware of this project and will be working with the applicant on the installation of utilities. We need an email acknowledging the project by

Centurylink for town approval of the project. Moreover, please let me know if you have any comments on the design of the proposed work.

Thank you,

Diana Rooney, PE
Design Engineer IV



744 Horizon Court, Suite 250 Grand Junction, CO 81506 970.930.8241 / 201.566.5525 cell www.sgm-inc.com

From: Perez, Al D < <u>Alfred.D.Perez@centurylink.com</u>>

Sent: Tuesday, April 23, 2019 7:05 AM

To: Diana Rooney < dianar@sgm-inc.com >

Cc: Kit Meckel < office2.conterra@gmail.com >

Subject: RE: New residential development - Town of Ridgway

Hello Diana,

I will give you a call this afternoon to discuss.

Thanks, -Al

From: Diana Rooney < dianar@sgm-inc.com > Sent: Monday, April 22, 2019 2:40 PM

To: Perez, Al D < <u>Alfred.D.Perez@centurylink.com</u>> **Cc:** Kit Meckel < office2.conterra@gmail.com>

Subject: New residential development - Town of Ridgway

Αl,

I am working on a new 26-unit residential townhouse-style development in downtown Ridgway, CO. I understand Centurylink provides the phone network for the town, and I would like to coordinate our plans with you.

Attached please find a copy of the site plan and utility plan for your review. The property is at the corner of Sherman St (CO62) and South Railroad Street. We will need to relocate a phone pedestal which appears to be poorly placed for our new street improvements, and provide connections in our development. We conceptually would like telephone to be distributed from the rear of the units, as there is a very busy multipurpose easement in the center of the property.

My questions for you:

- Does each unit or does each duplex need a separate pedestal, or can phone access points be installed in handboxes?
- Does Centurylink require an easement for the telephone line on the property?
- If the pedestal in the street needs to be relocated, where would you like the pedestal to go?

Please give me a call at 970-930-8241 to discuss when you have a moment.

Thank you,

Diana Rooney, PE Design Engineer IV



744 Horizon Court, Suite 250 Grand Junction, CO 81506 970.930.8241 / 201.566.5525 cell www.sgm-inc.com

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January 21,2019

Donald Swartz

Apenglow Cohousing

To whom it may concern,

After review of the plans presented to us by Apenglow Cohousing, Ridgway School District R-2 find that the location indicated on the plans for the bus pick-up/drop-off is an acceptable and valid bus stop.

As we already have a route that by-passes the proposed location it would not add any extended ride time to existing students on said route.

If you have and questions or concerns please feel free to contact me at any time.

Respectfully,

Shane Ayer Agent for Ridgway School District

Director of Maintenance and Transportation

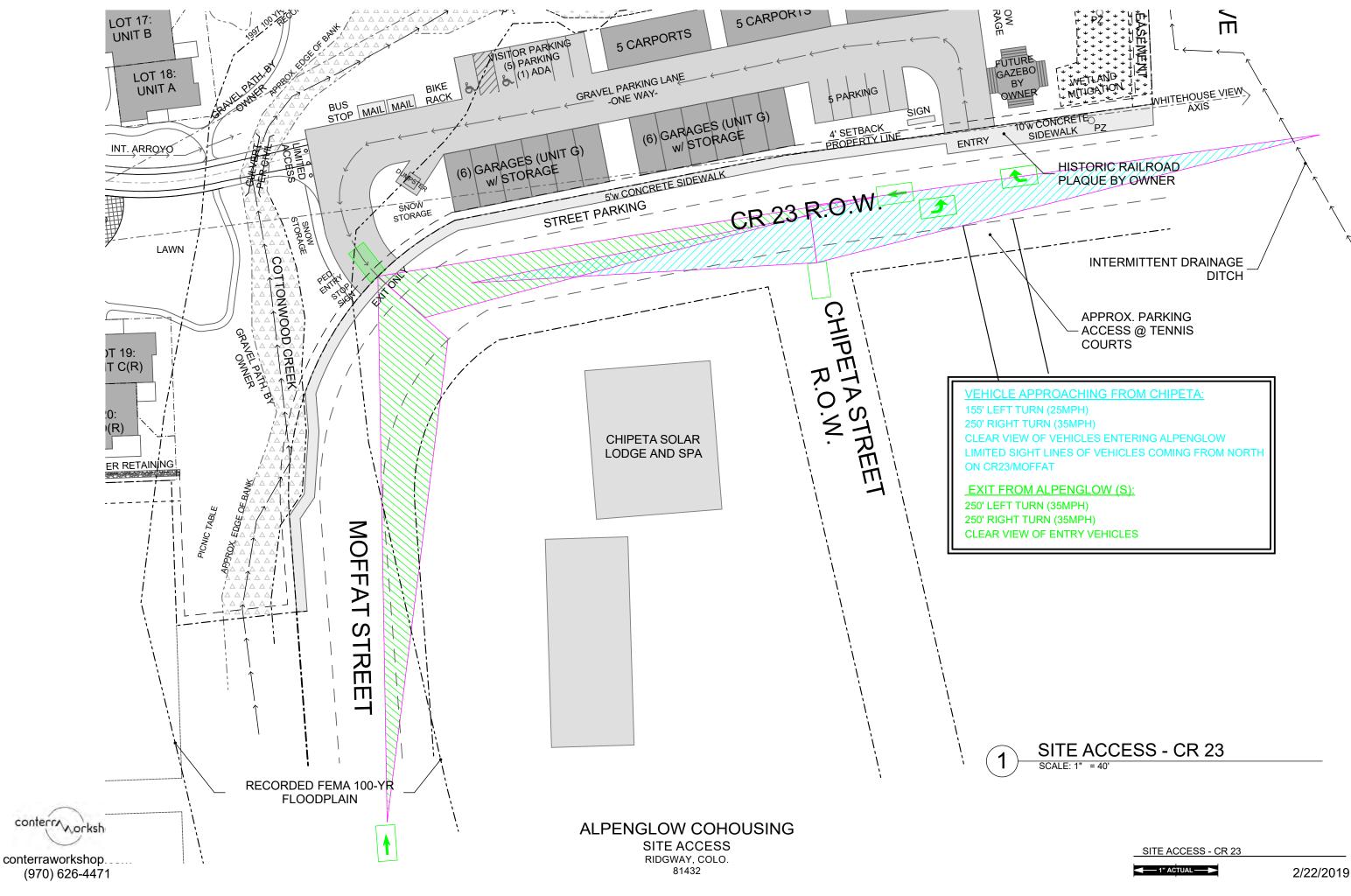
Ridgway School District R-2

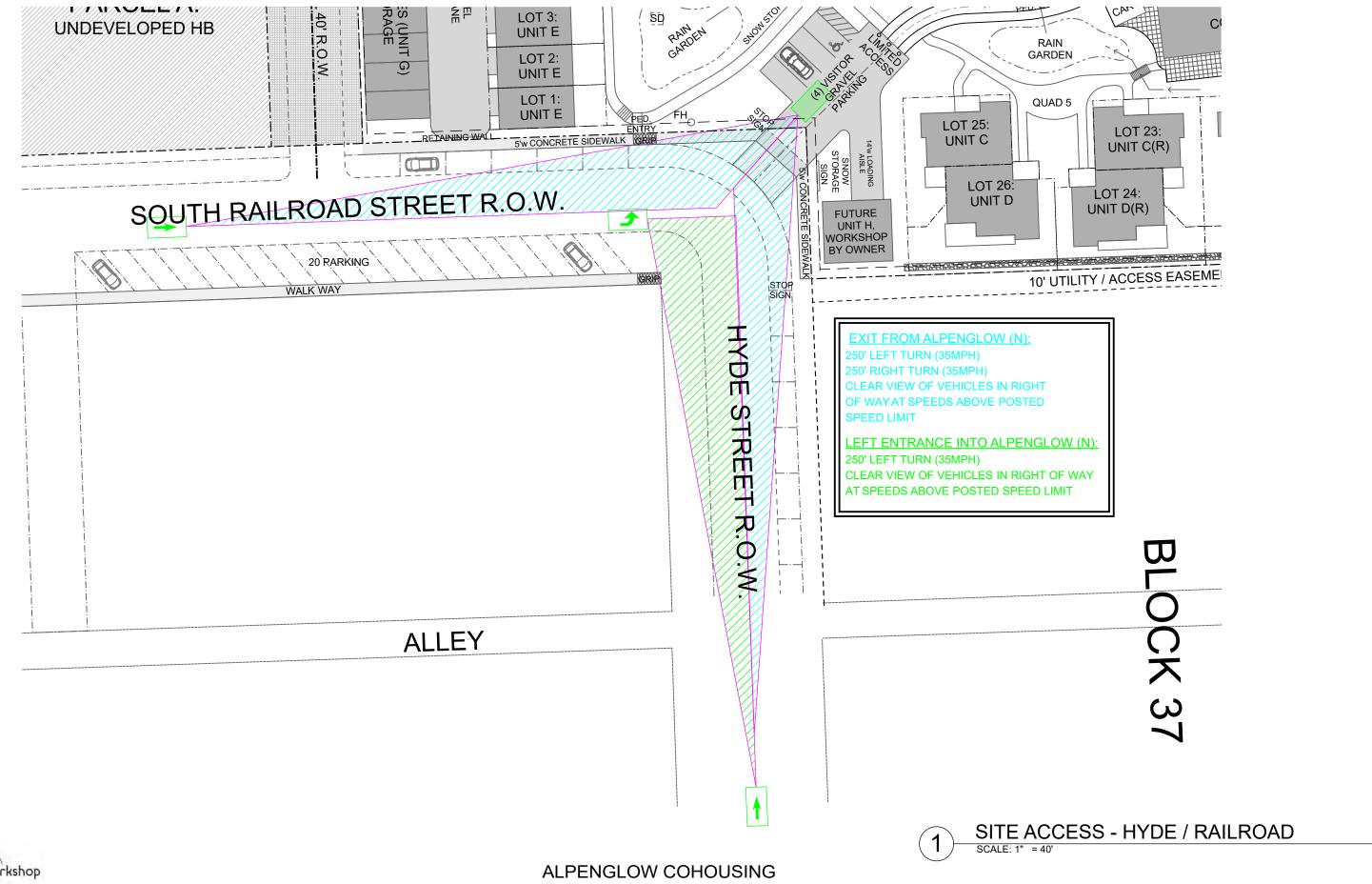
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conterraworkshop.com (970) 626-4471

ALPENGLOW COHOUSING SITE ACCESS RIDGWAY, COLO. 81432

SITE ACCESS - HYDE / RAILROAD

ALPENGLOW COHOUSING DEVELOPMENT DECLARATION

OF

COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs)

Draft: May 8, 2019

If this document contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income, or ancestry, that restriction violates state and federal fair housing laws and is void.

ALPENGLOW COHOUSING DEVELOPMENT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs)

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Exhibit A – Site Plan

Exhibit B - Garage/Storage Units Assigned to Town Homes

Exhibit C – Maintenance Responsibilities

ALPENGLOW COHOUSING DEVELOPMENT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (CC&Rs)

- A. The Declarant owns Property in Ridgway, Colorado on which it will build a 26-unit Town Home Development, Alpenglow CoHousing (the "Development") which will be partly owned and managed by Alpenglow CoHousing Association (the "Association"). The Development consists of lots 1 thru 26 and a Common Area and Improvements thereon shown on the map attached as Exhibit A (the "Map") to this Declaration. Lots 1 thru 26 each has thereon one Town Home of the Development; these 26 lots are owned by the 26 Town Home Owners (the "Owners"). The Common Area of the Development and is owned by the Association; it includes all the land of Parcel B of the Property that is not in any of lots 1 thru 26, and all Improvements thereon.
- B. The Town Homes are subject to the covenants, conditions and restrictions contained in this Declaration of Covenants, Conditions, and Restrictions (the "Declaration").
- C. The covenants, restrictions, benefits, burdens, rights and duties set forth in this Declaration constitute equitable servitudes and covenants running with the land that benefit and bind each Town Home and each Owner and successive Owner thereto.

THE DECLARATION IS AS FOLLOWS:

ARTICLE 1 Definitions

Unless the context indicates otherwise, the following terms shall have the following definitions:

- 1.1 Applicable Laws. All federal, state and local laws, statutes, acts, ordinances, rules, regulations, permits, licenses and requirements of all governmental authorities (including any agency, authority, board, branch, division, department or similar unit of any federal, state, county, town, district or other governmental entity having jurisdiction over the Development) that now or hereafter during the term of this Declaration may be applicable to a residential common interest development.
- 1.2 <u>Architectural Committee</u>. The Architectural Committee described in **Section 7.1**.
- 1.3 <u>Articles</u>. The Articles of Incorporation of the Association and any amendments thereto.

- 1.4 <u>Association</u>. Alpenglow CoHousing Association, a Colorado nonprofit corporation.
 - 1.5 Board. The Board of Directors of the Association.
 - 1.6 Bylaws. The Bylaws of the Association and any amendments thereto.
- 1.7 <u>Common Area</u>. The entire area of the Development shown on the Map, excluding Lots 1 thru 26, and all Improvements on such area, including the private roadways, walkways, parking spaces, common house, work shop, garages, carports, and recreational facilities, if any. The Common Area is owned by the Association.
 - 1.8 <u>Declarant</u>. Ridgway Cohousing LLC, a Colorado corporation.
- 1.9 <u>Declaration</u>. This Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and any amendments or corrections thereto.
- 1.10 <u>Development</u>. The residential development to be constructed on Parcel B of the Property shown on the Map and subject to all the provisions in this Declaration, including the Town Homes and all other Improvements thereon.
- 1.11 <u>Development Agreements</u>. The agreements, rules or regulations the Association may adopt from time to time pursuant to the authority of **Section 5.5.2**.
- 1.12 <u>Exclusive Use Carports</u>. There are fifteen carports in the Common Area (see the Map of **Exhibit A**); each carport is assigned to, but not deeded to, one Town Home Owner for their exclusive use. The Town Home to which a carport is assigned may change from time to time, depending on the parking needs of Occupants of the Development.
- 1.13 <u>Exclusive Use Garage/Storage Areas</u>. There are twenty garage/storage areas in the Common Area (see the Map of **Exhibit A**); each garage/storage area is assigned to, but not deeded to, the Owners of one of Town Homes 7 thru 26 permanently (see **Exhibit B**). The exclusive use of each garage/storage area moves with its assigned Town Home to a new Owner when the Town Home is sold.
- 1.14 Exclusive Use Parking Spaces. Each of the twenty-six Town Homes has a garage within it or a garage/storage area for its exclusive use. The Development has fifteen carports assigned exclusively for the use of Occupants having more than one vehicle kept for local use in the area. If there are not enough garages and carports to house all of the vehicles of Occupants in the local area, up to five open parking spaces are available for the exclusive use of Occupants having such extra vehicle(s). These five parking spaces are shown on the Map of **Exhibit A** across the driveway from the southern-most carport building.

- 1.15 <u>Governing Documents</u>. This Declaration, the Articles of Incorporation, the Bylaws. and the Development Agreements of the Association.
 - 1.16 <u>Improvements</u>. Any property in the Development constituting a fixture.
- 1.17 <u>Maintain, Maintained, Maintaining or Maintenance</u>. Unless expressly stated otherwise, "maintain", "maintained", "maintaining" or "maintenance" as used in this Declaration includes inspection, cleaning, maintenance, repair, upgrading and/or replacement.
- 1.18 <u>Map</u>. The subdivision map of the Final Plat of Alpenglow CoHousing Development, recorded at reception number ______, (**Exhibit A** of this Declaration).
 - 1.19 Member. A member of the Association.
- 1.20 <u>Mortgage</u>. A recorded mortgage or deed of trust against one or more Town Homes in the Development.
- 1.21 <u>Mortgagee</u>. A mortgagee under a Mortgage or a beneficiary under a deed of trust recorded against a Town Home in the Development.
- 1.22 Occupant(s). Any Person entitled to use and reside in a Town Home pursuant to an ownership right or any lease, license or other similar agreement with the Owner of the Town Home.
- 1.23 Owner. The record owner, whether one or more Persons, of a fee simple or life estate to any Town Home in the Development.
 - 1.24 Permittee(s). All Owners and Occupants and their agents and invitees.
- 1.25 <u>Person</u>. Any natural person, partnership, trust, corporation, limited liability company, or other legal entity.
- 1.26 <u>Property</u>. Parcel B (consists of lots 1 thru 27) shown on the Map, together with all Improvements thereon.
 - 1.27 Town. The Town of Ridgway, Colorado.
- 1.28 <u>Town Home</u>. A fee simple or life estate to real property consisting of two elements: (i) a Town Home Lot, and (ii) the portion of a duplex or triplex building situated on the Lot.
- 1.29 <u>Town Home Building</u>. A duplex building containing two living Units on two Town Home Lots; there are ten duplex buildings in the Development; or a triplex

building containing three living Units on three Town Home Lots; there are two triplex buildings in the Development.

- 1.30 Town Home Lot(s). Town Home Lots 1 thru 26 shown on the Map.
- 1.31 <u>Unit</u>. The portion of a Town Home Building that is on one Town Home Lot.

ARTICLE 2 Property Rights and Easements

- 2.1 <u>Type of Development</u>. This Development is a town home project and consists of 26 Town Homes and Association-owned Common Area.
- 2.2 <u>Ownership Interests</u>. Each Owner owns a fee simple or life estate to a Town Home. In addition, each Owner is a Member of the Association. The Association owns the fee simple estate in the Common Area.
- 2.3 Garages, Carports, and Open Parking Spaces. All Town Homes have at least one exclusive parking space for its Occupants (see Exhibit B). If the Occupants of a Town Home have more than one vehicle regularly used for transportation in the area of the Development, they will be required to purchase from the Association the exclusive use of a carport or parking space for their other vehicle(s), if such carport or parking space is available.
- 2.3.1 Each Town Home in a triplex building has a garage within its lot for the exclusive use of its Occupant(s). Each Town Home in a duplex building has a garage/storage area within the Common Area assigned to the Town Home for the exclusive use of its Occupant(s) (see **Exhibits A & B**). When a Town Home changes ownership, any assigned garage/storage area assigned to the Town Home automatically moves to the exclusive use of the new Owner, whether or not the instrument of transfer specifically includes the exclusive use of the garage/storage area in its description of the purchased property.
- 2.3.2 The Development has fifteen carports in the Common Area (see Section 1.12). Occupant(s) having two vehicles for use in the area of the Development must purchase the exclusive use of a carport from the Association, if such a carport is available. If no carport is available, the Occupant(s) must purchase the exclusive use of an open parking space from the Association, if such an open parking space is available (see **Section 1.14**). Occupant(s) having three vehicles must purchase the exclusive use of a carport and an open parking space from the Association, if such carport and open parking space are available.

- 2.4 <u>Easements</u>. The Development, including each Town Home and the Common Area, is subject to the applicable easements described in this **Section 2.4** and the general easement rights described in **Section 2.5**.
- 2.4.1 <u>Common Area Easements</u>. The Common Area as the servient tenement is subject to an easement in favor of each Town Home as the dominant tenement for:
- (i) ingress and egress over the walkways and drive aisles within the Association Common Area;
- (ii) access to and use of (including the right to install or maintain) any utility lines, cables, wires, pipes, meters or other equipment installed within, on or over the Association Common Area that provides utility service to the dominant tenement, including water, electricity, gas, telecommunications, storm drainage and sanitary sewer services, and life safety system, if any.
- 2.4.2 <u>Utility Easements</u>. As a part of the original construction of the Development, certain owned Town Homes may have utilities that traverse the owned Town Home Lot or Unit that serve some or all of the other Town Home(s). Each served Town Home has an easement over the owned Town Home Lot or Unit containing the utilities for utility chases, shafts, vents, ducts, lines and other equipment that traverse and provide utility service to the served Town Home (the "Utility Facilities"). The location of the easement is the location of the Utility Facilities installed as a part of the original construction of the owned Town Home or as subsequently installed with the consent of the Owner of the owned Town Home. The easement right granted hereunder includes access to the owned Town Home as may be necessary to maintain the Utility Facilities. The Occupants of the owned Town Home shall not take any action that would in any manner interfere with the operation of the Utility Facilities.

Utility easements for Town utilities (including water, sanitary sewer, and storm drainage) and public utilities (including electric and gas) have been dedicated to the Town of Ridgway; these easements are mostly in the Association Common Area, but may also include portions of some Town Home Lots. The Town of Ridgway has an easements for town utilities and public utilities over portions of the Association Common Area and all portions of Town Home Lots that fall within these utility easements.

- 2.4.3 <u>Maintenance Easement</u>. The Association and each Town Home Owner has an easement over each other Town Home for purposes of providing the agents of the Association such access as may be necessary to perform the Association's maintenance duties as described in **Section 4.2**, including access to the other Town Home.
- 2.4.4 <u>Pedestrian Pathway and Surface Drainage Area Easements</u>. As a part of the original construction of the Development, certain Town Homes Lots may have pedestrian pathways and/or surface drainage areas that encroach on the Town Home Lot that serve pedestrians using the pathways and the Development in general. Each pedestrian using the pathways and all Members and the Association have an

easement over the Town Home so that such pedestrian pathways and surface drainage areas may be used for the purposes for which they were constructed, and may not be altered by any action or according to any order of the Town Home Owner. In addition, the Association shall have the authority to provide for any maintenance or modification to such pathways and surface drainage areas that the Association determines is desirable for its intended usage.

- 2.4.5 <u>Party Wall Easements</u>. Party Walls exist over and along the common boundaries between some Units. The Unit Owners shall be deemed to own the necessary easements for the perpetual lateral and subjacent support, maintenance and repair of the respective Party Wall with equal rights of joint use.
- 2.5 <u>General Easement Rights</u>. Each easement described in **Section 2.4** shall be subject to, and construed in accordance with, the following provisions, except as otherwise expressly provided for elsewhere in this Declaration:
- (i) the easement shall be appurtenant to the respective Town Homes and any transfer of a Town Home automatically transfers the easement appurtenant thereto regardless of whether the easement is described in the instrument of transfer:
- (ii) the easement is in perpetuity unless otherwise terminated by operation of law;
- (iii) no easement may be modified or relocated except with the written consent of the Owners of all affected Town Homes;
- (iv) the Owner of the Town Home benefiting from the easement shall indemnify, defend and hold harmless the easement providing Owner against any claims, liabilities, damages, judgments or expenses, including reasonable attorneys' fees (collectively, "Claim"), from any injury or death to any Person or damage to any property that occurs in connection with the use or maintenance of the easement as a result of any act or omission by the benefitting Owner, Occupant, or their Permittee, except to the extent the Claim is a covered claim under insurance maintained by the Association or an Owner (any deductibles or costs in excess of available coverage amounts shall be paid by the Owner);
- (v) all easement uses shall comply with the covenants, rights, duties and restrictions set forth in this Declaration, with all Applicable Laws and with any Development Agreements adopted by the Association under the provisions of **Section 5.5.2**:
- (vi) each easement granted hereunder exists by virtue of this Declaration, without the necessity of confirmation by any other documents; (vii) the easements are nonexclusive unless expressly provided otherwise:
- (viii) no nonexclusive easement provided or reserved under this Declaration shall restrict the easement providing Owner from granting other easements or interests therein as long as the other easement or interest does not unreasonably interfere with the easement rights of the benefitting Owner; and

(ix) easement access and use rights are subject to the rights reserved in **Section 2.7**.

- 2.6 Other Rights. Each Town Home and the Common Area benefit and are bound by such other easements, rights-of-way, or dedications as may be granted or reserved on the Map, any deed to the Town Home or Common Area, or in any other appropriate public record.
- 2.7 <u>Reservation of Rights</u>. Notwithstanding any property rights, including easements, described herein, each Town Home and the Common Area, as the case may be, are subject to each of the following:
- (i) the right of the Association's agents to enter any Town Home to cure any violation or breach of this Declaration or the Bylaws or the Development Agreements, provided that at least thirty (30) days' prior written notice of such violation or breach (except in the cases of emergency) has been given to the Owner and provided that within the thirty (30) day period such Owner has not acted to cure such violation or breach;
- (ii) the right of the Association's agents to enter any Town Home to perform its obligations and duties under this Declaration, including the obligations and the duties with respect to maintenance;
- (iii) the right of the Association to suspend an Owner's right to use any recreational facilities as described in **Section 5.5**; limit the number of guests to use any Common Area; adopt and enforce the Development Agreements; and assign, rent, license or otherwise designate and control the use of any recreational facilities located within the Common Area; and
 - (iv) the rights reserved in **Sections 2.8** and **2.10**.
- 2.8 <u>Authority Over Common Area</u>. The Association shall have the power and the right in the name of the Association and all of the Owners as their attorney-in-fact to grant, convey or otherwise transfer to any Owner or any other Person fee title, easements, leasehold estates, exclusive use easements or rights, licenses, lot-line adjustments, rights-of-way and/or dedications in, on, over or under the Common Area in order to:
- (i) construct, erect, operate, maintain or replace lines, cables, wires, conduits or other devices for electricity, cable television, internet services, fiber optics and other telecommunications equipment, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes and any similar public or quasi-public Improvements or facilities;
- (ii) accommodate any encroachment that in the sole discretion of the Association does not unreasonably interfere with the use and enjoyment of the Common Area: or
- (iii) accomplish any other purpose that in the sole discretion of the Association is in the interest of the Association and its Members and does not unreasonably interfere with the use and enjoyment of the Common Area.

Each Owner in accepting a deed to a Town Home expressly consents to such

action and authorizes and appoints the Association as attorney-in-fact of such Owner to execute and deliver all documents and interests to accomplish the action, including, but not limited to, grant deeds, easements, subdivision maps, and lot-line adjustments. Notwithstanding anything herein to the contrary, in no event shall the Association take any action authorized hereunder that would permanently and unreasonably interfere with the use, occupancy and enjoyment by any Owner of his or her without the prior written consent of that Owner. Furthermore, the conveyance of fee title to any portion of the Common Area as authorized in this **Section 2.8** (other than conveyances made as a part of lot-line adjustments) shall require the consent of two-thirds of the total voting power of the Association and such consent of the Mortgagees as may be required by **Article 10**.

2.9 <u>Delegation of Use Rights</u>. An Owner's Permittees as may be permitted by the Development Agreements may use and enjoy any Common Area Improvements, including any recreational facilities. All such use shall be subject to restrictions contained in this Declaration and the Development Agreements. If an Owner leases their Town Home, neither the Owner nor the Owner's Permittees shall be entitled to use any Common Area Improvements including the recreational facilities other than such use as is directly related to the Owner's rights and duties as a landlord. Such rights may be enjoyed by the Occupant and Occupant's Permittees during the term of the rental agreement.

Any Owner who rents their Town Home must comply with the requirements of **Section 3.2**.

- 2.10 Conveyance of Common Area. The Common Area will be conveyed to the Association. The Association Common Area as the servient tenement is subject to the Grant of Easement as the dominant tenement for ingress and egress over the private streets and walkways situated on the servient tenement, for access to and use of any recreational facilities located on the servient tenement, for access to and use of the Exclusive Use Common Areas located therein, for access to and use of (including the right to install, maintain, repair or replace) any utility or related lines and equipment installed within, on or over the servient tenement in order to provide utility or related service to the dominant tenement, including water, electricity, telephone, gas, cable television, fiber optic cable, and sanitary sewer or storm drainage lines and equipment. The Association may adopt Development Agreements regulating the use of the Common Area, provided such Development Agreements do not interfere with the exercise of the foregoing easement rights and are consistent with the restrictions contained in this Declaration.
- 2.11 <u>Noise Transmissions</u>. The Development has been designed to meet the acoustical building code standards in effect at the time the Development was constructed. The standards establish minimum performance criteria and do not eliminate all noise transmissions. Occupants will hear noise from other Units and noises from outside the Town Home Building, including, but not limited to, noise from music, television sets, stereo and other audio equipment, foot traffic from other Units,

plumbing fixture operations, trash disposals, entry gate operations, truck traffic, sirens and other street noises and aircraft noise.

2.12 Rental Restrictions, Requirements, and Procedures. In order to maintain a stable housing environment, to protect the ability of the Owners and prospective Owners to finance their Town Homes and to preserve the character of a cohousing community, including active participation by members of the community; in addition to **Section 3.2**, the Association and may adopt Development Agreements imposing restrictions on the rights of Owners to rent their Town Homes. These restrictions may include, but are not limited to, restrictions that limit the number of Town Homes that may be rented at any one time and the duration of the period that a Town Home may be rented.

Notwithstanding the foregoing, no more than eight Town Homes may be rented at any time; all rental periods will be 32 days or more; rental periods may be for up to one year, and renewable yearly with the approval of the Owner and the Association.

All rental regulations of the town of Ridgway, if in conflict with the provisions of this **Section 2.12**, shall supersede those specific provisions.

ARTICLE 3 Restrictions

3.1 <u>Residential Use</u>. Each Town Home shall be used for residential purposes only; and no part of the Development shall be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other nonresidential purpose. Notwithstanding the foregoing, Owners or Occupants of the Town Homes may use a room or rooms in the

residence as an office, provided that the primary use of the Town Home is as a residence, no advertising or signage is used in any manner in connection with the office use, no customers, clients or patients enter the Town Home on any regular basis, and the use is in compliance with all local ordinances. The Association shall have the authority to adopt Development Agreements regarding the use of offices within the Development in order to maintain the residential characteristics of the Development.

- 3.2 Renting. Subject to the provisions of **Section 2.12**, the Owner may rent his or her Town Home provided each of the following conditions is satisfied:
- (i) the rental must comply with all rental conditions imposed by Applicable Laws.
- (ii) the Owner must obtain the approval of the Association prior to the rental, to insure that the maximum number of rentals allowed in the Development is not exceeded.
 - (iii) the rental agreement must be in writing;
- (iv) the rental agreement must contain a provision that the rental agreement is subject to this Declaration, the Bylaws and the Development Agreements, and that any violation of any of the foregoing shall be a default under the rental agreement; and

(v) before commencement of the rental agreement, the Owner shall provide the Association with the names of the Occupants who will reside in the Condominium and the address, telephone number and email address of the Owner.

Any Owner that rents his or her Town Home shall keep the Association informed at all times of the Owner's address, telephone number and email address. Any rental agreement shall be subject to this Declaration, the Bylaws and the Development Agreements, and any breach of any of the foregoing shall constitute a breach by the Owner and also a default under the rental agreement, regardless of whether it so provides in the rental agreement. If any tenant breaches any restriction contained in this Declaration, the Bylaws or the Development Agreements, the Owner, on demand from the Association, immediately shall take such steps as may be necessary to correct the breach, including, if necessary, eviction of the Occupant.

- 3.3 <u>Nuisance</u>. No activity shall be conducted in any Town Home or the Common Area that constitutes a nuisance or unreasonably interferes with the use or quiet enjoyment of the Town Homes or Common Area by Occupants of any other Town Home. No use is allowed which creates conditions that are hazardous, noxious or offensive through the emission of odor, fumes, smoke, cinders, dust, gas, vibrations, glare, refuse, water-carried waste, or excessive noise. No activity may be carried on which causes any insurance policy to be cancelled or not renewed or which will impair the structural integrity of any Town Home or Association Building within the Development.
- 3.4 <u>Vehicle and Parking Restrictions</u>. All parking spaces within the Common Area, except the Exclusive Use Common Area garage, carport and open parking spaces, shall remain open and available to occupants of the Town Homes and their invitees on a first-come, first-serve basis, subject to any Development Agreements the Association may adopt from time to time regulating the parking of vehicles in the unassigned open parking spaces, including regulations that prohibit Occupants from parking in all or part of these spaces, so that the spaces are available exclusively for guest parking.
- 3.4.1 No mobile home, camper or recreational vehicle, boat, truck or similar equipment shall be parked anywhere within the Development except as otherwise authorized by the Association. For purposes herein, "truck" does not include a pickup truck that does not exceed one ton, or a sports utility vehicle.
- 3.4.2 Occupants of Town Homes shall park their vehicles in their Exclusive Use Parking Spaces so that any unassigned parking spaces are available primarily for guests, provided that if the Owner has more vehicles than Exclusive Use Parking Spaces, the additional vehicles may be parked in the unassigned spaces not reserved for guests or others. The Occupants of each Town Home shall have up to the number of Exclusive Use Parking Spaces as Occupants with legal drivers licenses, if they have as many local-use vehicles as legal drivers; however, no Town Home Owner shall have less than one nor more than three Exclusive Use Parking Spaces.

- 3.4.3 No garage or carport space may be converted into any use that would prevent its use as a garage or carport space unless authorized by the Association.
- 3.4.4 No vehicle shall be parked in the Development such that it inhibits access to the emergency roadway through the Development.
- 3.5 <u>Towing Authority</u>. The Association may install a sign at each vehicular entrance to the Development containing a statement that public parking is prohibited and that all vehicles not authorized to park within the Development will be removed at the owner's expense.
- 3.5.1 The Association may cause the removal of any vehicle wrongfully parked within the Development, including vehicles owned by an Occupants. If the identity of the registered owner of the vehicle is known or readily ascertainable, any authorized Association Member within a reasonable time thereafter, shall notify the owner of the removal in writing by personal delivery or first-class mail. Notwithstanding the foregoing, the Association may cause the removal, without notice, of any vehicle parked in a marked fire lane, within 15 feet of a fire hydrant, in a parking space designated for handicapped without proper authority, or parked in a manner which interferes with any entrance to, or exit from, the Development or any Town Home, parking space or carport located thereon. The Association shall not be liable for any damages incurred by the vehicle owner because of the removal in compliance with this section or for any damage to the vehicle caused by the removal unless such damage resulted from the intentional act of any agent of the Association.
- 3.5.2 Unless the Association provides otherwise, any director or officer, any manager or manager's agent, or any Owner authorized to do so by any director or officer shall have the authority to act on behalf of the Association to cause the removal of any vehicle wrongfully parked within the Development.
- 3.6 <u>Animals</u>. Domestic animals may be maintained within the Development in compliance with Applicable Laws and the following conditions:
 - (i) no animal shall be maintained for any commercial purposes;
- (ii) the use of the Common Area by animals shall be subject to such Development Agreements as may be adopted by the Association;
 - (iii) the animal's owner immediately shall clean up after his or her animal;
- (iv) the Town Home Owner shall be responsible for any damage to any Common Area caused by any animal maintained by any Occupant or visitor of the Owner's Town Home.
- 3.6.1 The Association, after notice and a hearing, may require the permanent removal from the Development of any animal that the Association, in its discretion, determines is a nuisance, a danger to the health or safety of any Occupant, or otherwise interferes with the quiet use and enjoyment of Occupants of any Town Home. The Association may find that an animal is a nuisance if the animal or the

animal's owner continue to violate the Development Agreements regulating animals after receipt of a demand from the Association to comply with the Development Agreements.

- 3.7 <u>Television or Radio Equipment</u>. No television, video or radio poles, antennae, satellite dishes, cables or other transmission and/or reception fixtures or personal property (individually and collectively the "Antenna Equipment") shall be installed or maintained on any Town Home except as follows:
- (i) Antenna Equipment that is one meter or less in length or diameter or diagonal measurement, provided that the location, color and screening requirements shall be in accordance with any guidelines imposed by the Association or the Architectural Committee, which guidelines shall comply with Applicable Laws regulating restrictions on Antenna Equipment; and
- (ii) Antenna Equipment not covered under subparagraph (i) above, the installation of which is approved in advance by the Association or the Architectural Committee in accordance with the procedures described in Article 7.

Under no circumstances shall any Antenna Equipment be installed within any Association Common Area or the exterior of any Town Home Building, including any exterior wall, railing, deck or floor without the prior written approval of the Association, the Architectural Committee or a designated committee.

Nothing herein shall be construed to restrict in any manner the Association's right to authorize a cable television franchisee or other provider of similar services to provide cable television, satellite dish, radio or other similar services to the Development.

- 3.8 <u>Signs</u>. Signs may be maintained within the Development in compliance with Applicable Laws and the following conditions: no sign of any kind shall be displayed from any Town Home that is visible from any other Town Home except any sign approved by the Association either on an individual basis or pursuant to Development Agreements adopted by the Association.
- 3.9 <u>Vehicle Maintenance</u>. There shall be no major maintenance performed on any vehicle except for any emergency repairs that are necessary in order to move the vehicle to a proper repair facility or as authorized by the association in writing. If necessary, the Association may adopt Development Agreements or guidelines identifying examples of what is considered "major" maintenance or repair for purposes of this **Section 3.9**.
- 3.10 Alterations, Modifications, Additions, or Replacements. There shall be no alterations, modifications or additions, made to any Town Home or any Improvement thereon, or any replacement of a partially or wholly destroyed Town Home, except in compliance with the provisions of **Article 7**. In no event shall such alteration, modification, addition, or replacement result in a Town Home that includes any portion of the Town Home extending outside the footprint of the Town Home as originally built.

- 3.11 <u>Compliance with Law</u>. No Owner or Occupant shall permit anything to be done or kept in his or her Town Home that violates any Applicable Laws. Nothing shall be done or kept in any Town Home that might increase the rate of or cause the cancellation of any insurance maintained by the Association or another Town Home Owner.
- 3.12 <u>Sound Transmissions</u>. No Town Home shall be altered in any manner that would increase sound transmissions, resonances, or reverberations to any adjoining or other Town Home, including, but not limited to, the replacement, modification, or penetration of any flooring or floor covering, or the penetration of any wall, floor or ceiling that increases sound transmissions, resonances or reverberations to any other Town Home except as authorized by the Architectural Committee in writing.
- 3.13 Fencing. Owners shall be permitted to erect fences on their respective Lots. Materials permitted for fencing shall be approved by the Association. Fences to the rear of the back wall of a Town Home shall be limited to a maximum of six feet in height. Fences to the front of the back wall of a Town Home shall be limited to four feet in height, and shall be for the purpose of protecting plants or for other purposes approved by the Association.
- 3.14 <u>Additional Restrictions</u>. In accordance with Applicable Laws the Association from time to time may adopt Development Agreements regulating: (i) the use of Town Home decks and yards, including Development Agreements regulating clotheslines; and (ii) the color, type and/or quality of exterior window coverings.

ARTICLE 4 Maintenance and Landscaping Obligations

- 4.1 <u>Owner's Maintenance and Landscaping Obligations</u>. Each Owner shall be responsible for maintaining his or her Town Home and any Improvements therein in good condition and repair at all times, normal wear and tear excepted.
- 4.1.1 General. Each Owner's maintenance responsibilities include, but are not limited to, interior doors and walls, floors, cabinets, appliances, and all electrical, heating, plumbing, and other utility fixtures, such as electrical outlets and exhaust ducting from bathrooms or kitchen range hoods. Each Owner, at that Owner's cost, shall periodically clean and maintain any exterior doors and windows, skylights, and screens and screen doors that serve the Owner's Town Home. Each Owner shall maintain its garage or garage/storage unit, and its carport (if applicable). If damage to any of the foregoing is covered by insurance maintained by the Association, the Association, on request from the Owner, shall submit an appropriate claim, if the claim exceeds the deductible, and shall remit any available insurance proceeds to the Owner on receipt of satisfactory evidence that the proceeds are or will be used for repair. Any deductible amount shall be borne by the Owner. Each Owner shall maintain its Town Home's porch and/or deck and any yard areas, including any landscaping, in a neat and clean condition at all times.

- 4.1.2 <u>Trash and Recycle</u>. Each Owner shall be responsible for the removal of all the trash and refuse and recyclable waste from that Owner's Town Home to the central collection points located within the Development for trash and recycle collection. The Association may adopt Development Agreements regulating the trash and recycle collection sites.
- 4.1.3 <u>Smoke Detectors</u>. Each Owner shall maintain any smoke detectors located in the Owner's Town Home.
- 4.1.4 <u>Failure to Maintain</u>. If any Owner fails to maintain his or her Town Home as required herein, the Association, after notice and hearing, may, but is not obligated to, enter the Town Home and perform the necessary maintenance. The Association may levy a reimbursement assessment against the Town Home in the manner described in **Section 6.5**.
- 4.1.5 <u>Other Maintenance</u>. In addition to the foregoing, each Owner shall comply with each of the following in performing the Owner's maintenance obligations:
 - (i) the Guidelines described in Section 4.5, and
 - (ii) commonly-accepted homeowners' maintenance obligations.
- 4.1.6 Owner's Landscaping Obligations. Each Owner shall maintain the landscaping within their lot. Maintenance shall include regular fertilization, mowing, irrigation, pruning and other prudent landscaping practices, if applicable. All lawns shall be kept neatly mown and bushes neatly trimmed and pruned at all times.
- 4.2 <u>Association's Maintenance and Landscaping Obligations</u>. The Association shall maintain in good condition and repair at all times: private streets, trash and recycle collection areas, mailboxes area, walkways, parking spaces, and Common Area recreational facilities (if any) and landscaping.
- 4.2.1 <u>Utilities</u>. Unless otherwise maintained by a governmental entity or public or private utility company, the Association shall maintain in good condition and repair all utilities and sanitary sewer and storm drainage facilities situated within the Common Area and Town Home Lots, including, but not limited to, meters, distribution lines, catch basins, storage tanks, wires, ducts, flues, pumps, boilers, and pipes, but excluding any utility equipment and fixtures located within a Town Home Building. The Association shall maintain the following:
 - (i) electrical service up to each Town Home's breaker panel,
 - (ii) water and gas lines up to each Town Home's shut-off valves,

and

- (iii) sewers below ground floors.
- 4.2.2 <u>Pests</u>. The Association shall have the Common Area and Town Home yards periodically inspected for wood-destroying pests and organisms and shall take appropriate corrective measures therefor.

- 4.2.3 <u>Landscaping</u>. All landscaping in the Common Area is to be maintained by the Association in a healthy and weed-free environment. Maintenance shall include regular fertilization, mowing, irrigation, pruning and other prudent landscaping practices. All lawns shall be kept neatly mown at all times. All trees in the Development (Common Area and Town Home Lots) shall be maintained by the Association, keeping them neatly trimmed and pruned at all times. The Association immediately shall remove and replace all dying or dead vegetation in the Common Area, and all dying or dead trees and bushes from the entire Development (Town Home Lots and the Common Area). The Association shall take appropriate steps to maintain the irrigation of the landscaping in all of the Development, and to prevent damage resulting from misdirected and/or excessive watering.
- 4.3 <u>Water Leaks</u>. Water leaks have the potential for causing costly repair needs throughout the Development. The Association and all Owners have responsibilities in preventing, detecting, and fixing water leaks.
- 4.3.1 <u>Association Responsibilities</u>. In order to reduce the potential for water damage (including mold growth), the Association shall perform each of the following steps:
- (i) periodically inspect all portions of the Common Area, Town Home yards, and all building exteriors for water leaks, other evidence of water intrusion (such as condensation on windows or walls, water stains or other types of water damage) and for the presence of molds, fungi and their spores (collectively "Mold");
- (ii) if any water leaks, water intrusion and/or Mold are detected, immediately take appropriate corrective steps to repair the leak and/or reduce water intrusion and repair any resulting water damage (including the removal of any Mold);
- (iii) maintain proper ventilation within Common Area and crawl spaces of all Development buildings to reduce the risk of water damage (including Mold growth);
- (iv) periodically inspect any water-retaining equipment in or on all buildings to ensure that they are properly functioning and not leaking water or otherwise creating water damage (including Mold growth); and
- (v) take such other prudent steps as may be appropriate to prevent water leaks and water intrusion and to repair all leaks, sources of water intrusion and water damage (including Mold growth).
- 4.3.2 <u>Owner Responsibilities</u>. In order to reduce the potential for water damage (including mold growth) within its Town Home, Owner shall perform each of the following steps:
- (i) periodically inspect the interior of the Town Home for water leaks, other evidence of water intrusion (such as condensation on the windows or

walls, water stains or other types of water damage) and for the presence of molds, fungi and their spores (collectively "Mold");

- (ii) if any water leaks, water intrusion and/or Mold are detected, immediately take appropriate corrective steps to repair the leak and/or reduce water intrusion and repair and resulting water damage (including the removal of any Mold);
- (iii) maintain proper ventilation (particularly in the bathrooms) and humidity levels to reduce the risk of water damage (including Mold growth);
- (iv) periodically inspect refrigerator condensation pans, air conditioners (if applicable) and any other water-retaining appliances to ensure they are properly functioning and not leaking water or otherwise creating water damage to the Town Home (including Mold growth);
- (v) periodically inspect carpeting or similar types of floor covering in bathrooms and kitchen that may be conducive to Mold growth;
- (vi) replace heating and air conditioning filters not less frequently than quarterly or as recommended by the manufacturer; and
- (vii) take such other prudent steps as may be appropriate to prevent water leaks and water intrusion and to repair all leaks, sources of water intrusion and water damage (including Mold growth) within the Town Home.
- 4.3.3 <u>Water Damage from Town Home Source</u>. In the event of any water leak or overflow from any Town Home source that damages the Common Area or any other Town Home(s), the Owner and occupants of the Town Home that is the source of the water leak or overflow (the "Responsible Owner") shall cooperate with the Association in the inspection and correction of the problem. Cooperation shall include access to the Town Home to inspect and to correct the problem and/or repair any damage. The Responsible Owner shall reimburse the Association or other Town Home Owner(s) for their repair cost(s) to the extent the cost(s) are not paid through insurance maintained by the Association or other Town Home Owner(s). The Association may levy a reimbursement assessment to recover the cost(s). If the damage may be covered by insurance maintained by the Association and/or other Owner(s), the Association and/or other Owner(s) shall submit appropriate claim(s). Any deductible amount shall be paid by the Responsible Owner.
- 4.3.4 Water Damage from Association Source. In the event of any water leak or overflow from any Association source that damages any Town Home(s), the Association shall inspect and correct the problem. The affected Town Home Owner(s) and Occupants shall provide access to their Town Home(s) by Association officials and repair personnel to inspect and to correct the problem and/or repair any damage. The Association shall bear all repair cost(s), to the extent the cost(s) are not paid through insurance maintained by the Association or affected Town Home Owner(s). The Association may levy a reimbursement assessment to recover the cost(s). If the damage may be covered by insurance maintained by the Association and/or other Owner(s), the Association and/or other Owner(s) shall submit appropriate claim(s). Any deductible amount shall be paid by the Association.
- 4.4 <u>Maintenance Responsibility List</u>. Attached to this Declaration as **Exhibit C** is a list that identifies whether the Association or the Condominium Owner is

responsible for the maintenance of certain items located in or in close proximity to a Town Home. The purpose of this List is to identify certain items maintained either by the Association or the Owner as described in **Sections 4.1** and **4.3**. It is not intended to change the allocations. The Association from time to time may update Exhibit C by posting an amended **Exhibit C** in the common house. The consent of the Members is not required as long as the allocation of the maintenance responsibilities as reflected in the amended **Exhibit C** is consistent with the allocation responsibilities described in **Sections 4.1** and **4.3**.

- 4.5 <u>Inspection and Maintenance Guidelines and Schedules</u>. The Association will provided each Owner with inspection and maintenance guidelines and schedules, including manufacturers' guidelines and schedules, for the inspection and maintenance of certain Improvements and personal property situated within the Development (collectively, the "Guidelines"). Each Owner and the Association shall retain the Guidelines and shall take all appropriate steps to implement and comply with the Guidelines as required herein. Each Owner, on the transfer of the Owner's Residential Town Home, shall deliver the Guidelines or complete copies thereof to the transferee on or before title is transferred. The Association periodically and at least once every three years shall review and update the Guidelines for all Improvements maintained by the Association and the Owners.
- 4.6 <u>Cooperation and Access</u>. Each Owner and Occupant shall fully cooperate with the agents of the Association in the performance of the Association's maintenance obligations described in **Section 4.2** above. Such cooperation shall include, but is not limited to, immediate notification to the Association or its managing agent of any maintenance problems for which the Association is responsible and access to the Owner or Occupant's Town Home as may be necessary to inspect and, if appropriate, to perform any necessary maintenance.
- 4.7 <u>Reimbursement and Indemnification</u>. An Owner may be responsible for damage caused by the Owner to the Association or another Owner.
- 4.7.1 <u>Willfulness or Negligence</u>. If the Association incurs any maintenance costs because of the willful or negligent act or omission of any Owner or Occupant or their family members, guests, agents or pets, the Association shall charge the cost to the Owner of the Town Home responsible for the costs and may levy a reimbursement assessment as described in **Section 6.5**. The Owner immediately shall pay the charge or reimbursement assessment to the Association, together with interest thereon at the rate of 12% per annum, but not in excess of the maximum rate authorized by law. If the Owner disputes the charge, the Owner shall be entitled to notice and a hearing as provided in **Section 5.5.4**. The Association shall not charge the Owner to the extent that the cost is met through insurance maintained by the Association. Any deductible amount shall be paid by the Owner.

ARTICLE 5

The Association

- 5.1 <u>Governing Body</u>. The Association is a nonprofit corporation formed under the laws of the State of Colorado. The governing body of the Association shall be the Board. It shall be the responsibility of the Board to ensure that the Association exercises its rights and performs its duties as described within this Declaration, the Articles, the Bylaws and any amendments thereto.
- 5.2 <u>Membership</u>. Each Owner who is a person shall automatically be a Board Member of the Association. If there is more than one fee title Owner of a Town Home, each Owner shall be a Board Member. The holder of a security interest in a Town Home shall not be a Member of the Association except and until that holder obtains both the legal and equitable interest in the Town Home. Membership shall be appurtenant to the Town Home and may not be separated therefrom. Any transfer of an Owner's interest in a Town Home (other than a security interest), by operation of law or otherwise, automatically transfers the membership to the Owner's successor in interest. No Owner may resign or revoke his or her membership for any reason.
- 5.3 <u>Voting Rights</u>. Owners shall be entitled to one vote for each Town Home in which he or she owns an interest. If more than one Owner owns an interest in a Town Home, only one vote may be cast with respect to that Town Home. Except as otherwise provided in this Declaration or the Bylaws, all matters requiring the approval of the Owners shall be:
- (i) approved at a duly-called regular or special meeting at which a quorum was present, either in person or by proxy, by Owners holding at least two-thirds of the total voting power of all Owners present, either in person or by proxy;
 - (ii) approved by written ballot by at least two-thirds of all Owners;

or

(iii) approved by unanimous written consent of all the Owners.

The vote that is attributed to each Town Home may not be cast on a fractional

basis. If a Town Home has more than one Owner and the Owners are unable to agree as to how the vote shall be cast, the vote shall be forfeited on the matter in question. Any vote cast by an Owner for any Town home is presumed conclusively to be the vote cast by all the Owners of that Town Home. If more than one Owner casts a vote attributed to a Town Home on any matter on which only one vote could be cast for that Town Home, the votes cast by such Owners shall be counted as one vote if the votes are the same; and if the votes are different, the vote cast by such Owners shall not be counted and shall be forfeited.

- 5.4 <u>Quorum</u>. In order to conduct Association business and make decisions at a meeting of the Board, a quorum of Members from thirteen Town Homes must be present at the beginning of the meeting in person or by proxy. Decisions at such meetings require approval by at least two-thirds of those Town Homes voting.
 - 5.5 <u>Powers of the Association</u>. The Association shall have all the powers of a

nonprofit corporation organized under the general nonprofit corporation laws of Colorado, subject only to such limitations on the exercise of these powers as are set forth in the Articles, Bylaws and this Declaration. The Association shall have the power to do any lawful thing that may be authorized, required or permitted to be done by the Association under this Declaration, the Articles and the Bylaws and to do and perform any act that may be necessary or proper for or incidental to the exercise of any of the express powers of the Association, including, without limitation, each of the following:

- 5.5.1 <u>Levying Assessments</u>. The Association shall establish, fix and levy assessments against the Town Homes and collect and enforce payment of such assessments in accordance with the provisions of Article 6 of this Declaration.
- 5.5.2 Adopting Development Agreements. The Association may adopt, amend and repeal Development Agreements as it considers appropriate. Development Agreements shall apply generally to the management and operation of the Development and/or the conduct of the business and affairs of the Association and may regulate the use and enjoyment of the Common Area, the use of any commonlymetered utilities that are paid by the Association and such other matters as are authorized in this Declaration. A copy of the Development Agreements as adopted, amended or repealed shall be mailed or otherwise delivered to each Owner; and a copy shall be posted in a conspicuous place within the Development. If any provision of this Declaration, the Articles or the Bylaws is inconsistent with or materially alters any Development Agreements, this Declaration, the Articles and the Bylaws shall control to the extent of any such inconsistencies. Members shall have the same access to the Development Agreements as they have to the accounting books and records of the Association. Any Development Agreements adopted by the Association shall apply to all Owners or Occupants in a uniform and nondiscriminatory manner. The Association may adopt a Development Agreement as the result of an act or omission of any Owner or Occupant or their family members or guests or a Development Agreement that does not directly affect all Owners or Occupants in the same manner, as long as the Development Agreement applies to all Owners and Occupants.
- 5.5.3 <u>Borrowing Money</u>. The Association may borrow money to meet any anticipated or unanticipated cost of the Association and may mortgage, encumber or pledge Association assets (including, but not limited to, assessments) as security for such borrowing.
- 5.5.4 Imposing Disciplinary Action. In addition to any other enforcement rights described in this Declaration and the Bylaws or as may be authorized by Applicable Laws and subject to the due process requirements imposed by this Declaration, the Bylaws or by Applicable Laws, the Board may take any of the following actions against any Person whose act or failure to act violates or threatens to violate any provisions of this Declaration, the Bylaws or Development Agreements: (a) impose monetary penalties, including late charges and interest; (b) suspend voting rights in the Association; (c) commence any legal or equitable action for damages, injunctive relief

or both; and (d) suspend use privileges for any recreational facilities within the Development subject to the restrictions in **Section 5.10(i)**. Subject to the provisions of **Section 13.8**, the determination of whether to impose any of the foregoing sanctions shall be within the sole discretion of the Association. Any legal action may be brought in the name of the Association on its own behalf and on behalf of any Owner who consents; and, except as otherwise provided herein, the prevailing party in such action shall be entitled to recover costs and reasonable attorneys' fees. The Association, in its sole discretion, may resolve or settle any dispute, including any legal action in which the Association is a party, under such terms and conditions as it considers appropriate.

- (i) If the Association adopts a policy imposing monetary penalties, including any fee on any Member for a violation of the governing documents or the Development Agreements, including any monetary penalty relating to the activity of a Member, or Member's Permittee or the Member's Occupant or their Permittee, the Association shall adopt and distribute to each Member, by personal delivery or first-class mail or email, a schedule of the monetary penalties that may be assessed. The Association may change the schedule from time to time and shall distribute a notice of such changes to the Members in the same manner as the schedule of penalties.
- (ii) The imposition of any disciplinary action, including, but not limited to, the imposition of monetary penalties or the suspension of use and/or voting privileges except as otherwise noted herein, shall be subject to the following procedures and requirements:
- (a) Notice of Hearing: Prior to the time the Association meets to consider or impose discipline upon a Member, the Association shall notify the Member, by either personal delivery or first-class mail or email, at least fifteen (15) days prior to the meeting. The notice shall contain, at a minimum, the date, time and place of the meeting, the nature of the alleged violation for which the Member may be disciplined, and a statement that the Member has a right to attend and may address the Association at the meeting.
- (b) Hearing: If requested by the Member, the Association shall conduct the disciplinary proceeding in executive session. The Member, the Member's legal counsel, and the Association's legal counsel shall be entitled to attend the executive session meeting. The Association may interview witnesses and other interested parties in executive session.
- (c) Notice of Action Taken: If the association elects to impose discipline on the Member, the Association shall notify the Member of the disciplinary action within ten (10) days following the election to impose the disciplinary action.
- (d) No Forfeiture: Under no circumstances may the Association cause a forfeiture or abridgment of an Owner's right to the full use and enjoyment of the Owner's Town Home on account of the failure of the Owner to comply with the provisions of this Declaration, Articles, Bylaws or Development Agreements, except by judgment of a court or decision of an arbitrator or on account of a foreclosure or sale under power of sale for failure of the Owner to pay assessments duly levied by the Association.
- (e) Assessment Charges: The provisions of this **Section 5.5.4** do not apply to charges imposed against a Member for reasonable late payment penalties

or charges to reimburse the Association for loss of interest and for costs reasonably incurred (including attorneys' fees) in collecting delinquent assessments.

- 5.5.5 <u>Delegating Duties</u>. Except as may be limited by the Bylaws, the Association may delegate any of the Association's powers and duties to its employees, committees or agents, including a professional management agent.
- 5.5.6 <u>Implementing Special Fees</u>. The Association may implement special fees to reimburse the Association for special costs incurred as a result of actions taken by Owners. By way of example, the Association may establish a moving fee to reimburse the Association for excess trash collection costs resulting from such an action. Fees not paid in a timely manner may be collected through a reimbursement assessment levied against the Owner's Town Home.
- 5.5.7 <u>Dispute Resolution Procedures</u>. The Association shall implement dispute resolution procedures that comply with the requirements of the laws of Colorado.
- 5.6 <u>Duties of the Association</u>. In addition to the duties described in the Articles or Bylaws, or elsewhere in this Declaration, the Association shall have the duty to manage the Common Area, perform the maintenance as described in **Section 4.2**, prepare, periodically update, and comply with the maintenance and inspection guidelines described in **Section 4.5**, prepare and distribute financial statements, reports and the other documents and notices described in **Section 5.9**, levy and collect assessments as described in **Article 6**, prepare when required the reserve studies described in **Section 6.3** and annually review and implement adjustments as required, and procure, maintain and review the insurance as described in **Article 8**. The Association shall perform such other acts as may be reasonably necessary to exercise its powers to perform its duties under any of the provisions of this Declaration, the Articles, Bylaws, Development Agreements or Association resolutions.
- 5.7 <u>Taxes and Assessments</u>. The Association shall pay all real and personal property taxes and assessments and all other taxes levied against the Association, the Common Area or the personal property owned by the Association. Such taxes and assessments may be contested or compromised by the Association, provided that all pertinent legal procedures are followed.
- 5.8 <u>Utility Service</u>. The Association shall acquire, provide and pay for water, trash collection, electrical, sewer, and other necessary utility services for the Common Area and any utility service provided to the Town Homes but charged to the Association.
- 5.9 <u>Reporting and Notice Requirements</u>. The Association shall prepare and distribute the documents described in this **Section 5.9**. The annual budget report required under **Section 5.9.1** and the annual policy statement required under **Section**

- **5.9.3** shall be delivered to each Member by individual delivery or other appropriate means. The Association shall deliver either a summary or the full report, if the Member has requested to receive all reports in full.
- 5.9.1 <u>Annual Budget Report</u>. An annual budget report for each fiscal year shall be distributed not less than thirty (30) days nor more than ninety (90) days before the beginning of the Association's fiscal year containing the following information:
- (1) A preliminary operating budget showing the estimated revenue and expenses on an accrual basis.
 - (2) A summary of the Association's reserves.
 - (3) A summary of the reserve funding plan adopted by the Board.
- (4) A statement as to whether the Association has determined to defer or not undertake repairs or replacement of any major component.
- (5) A statement as to whether the Association has determined or anticipates that the levy of one or more special assessments will be required to repair, replace or restore any major component.
- (6) A statement as to whether the Association has any outstanding loans when the loan is scheduled to be retired.
- (7) A summary of the Association's property, general liability, earthquake, flood and fidelity insurance policies, including the policies have lapsed, been cancelled and not immediately renewed or restored or if there is a significant change such as a reduction in coverage or limits or an increase in the deductible for any policy.
- 5.9.2 <u>Assessment and Reserve Funding Disclosure Summary</u>. An Assessment and Reserve Funding Disclosure Summary shall be distributed with each annual budget report or summary.
- 5.9.3 <u>Annual Policy Statement</u>. The association shall distribute an annual policy statement that provides the Members with information about Association policies, which shall include the following information:
- (1) The name and address of the person designated to receive official notices sent to the Association.
 - (2) The location, if any, designated for posting of a general notice.
- (3) A statement describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments.
- (4) A statement describing the Association's discipline policy, if any, including any schedule of penalties for violations of the Governing Documents.
 - (5) A summary of dispute resolution procedures.
- (6) A summary of any requirements for Association approval of a physical change to property.
 - (7) The mailing address for overnight payment of assessments.
- (8) Any other information that is required by law or the Governing Documents or that the Association determines to be appropriate for inclusion.

- 5.10 <u>Limitations on Authority of the Association</u>. The Association is prohibited from taking any of the following actions:
- (i) except as otherwise provided in law, or order of the court, or an order pursuant to a final and binding arbitration decision, the Association shall not deny an Owner or Occupant physical access to his or her Town Home;
- (ii) adopt a Rule or regulation that arbitrarily or unreasonably restricts an Owner's ability to market the Owner's Town Home; or
- (iii) establish an exclusive relationship with a real estate broker through which the sale or marketing of Town Homes is required to occur. This restriction does not apply to the sale or marketing of Common Areas owned by the Association.
- 5.11 <u>Access to Association Records</u>. The Association shall provide Members with access to the Association records.

ARTICLE 6 Assessments

6.1 Obligations to Pay Assessments. The Owner of each Town Home is obligated to pay any assessments levied against that Owner's Town Home on or before the due date of the assessment. If there is more than one Owner of the Town Home, the obligation is joint and several. Each Owner on acceptance of a deed to a Town Home automatically personally assumes the obligation to pay any assessments against the Owner's Town Home (including, but not limited to, any portion of the annual regular assessment not yet due and payable) and agrees to allow the Association to enforce any assessment lien established hereunder by nonjudicial proceedings under the power of sale or by any other means authorized by Applicable Laws. The Owner shall be liable for the full assessment levied against that Owner's Town Home regardless of the Owner's possession or use of the Town Home, the Common Area or any services rendered by the Association. The Owner has no right or power to commit or omit any act, such as waiving the right to use the Common Area in an attempt to eliminate or reduce the assessments against that Owner's Town Home. An assessment shall be both a personal obligation of the Owners of the Town Home against which the assessment is levied and, on the recordation of a notice of delinquent assessment, a lien against the Town Home. Any Owner who transfers a Town Home shall remain personally liable for any unpaid assessments that accrued on or before the date of the transfer. No Owner shall be liable for any defaults of the Owner's predecessor in interest in the payment of any assessment that has accrued prior to the Owner taking title to the Town Home unless that Owner expressly assumes the obligation to cure the delinquent assessments. Notwithstanding the foregoing, any Owner who takes title to a Town Home on which a lien for a delinquent assessment has been established will take title subject to the lien and the Association's enforcement remedies as a result

thereof unless the Owner takes title under a foreclosure or trustee sale resulting from a foreclosure or exercise of a power of sale under a Mortgage, deed of trust, or other lien recorded before the recordation of the notice of delinquent assessment and except as provided in **Section 10.3**.

- 6.2 Annual Regular Assessment. Prior to the beginning of each fiscal year of the Association, the Association shall meet for the purpose of establishing the annual regular assessment for the forthcoming fiscal year. At such meeting, the Board shall review the preliminary pro forma operating budget prepared for the forthcoming fiscal year, any written comments received from Members and Mortgagees, and such other related information that has been made available to the Association. After making any adjustments that the Association considers appropriate and subject to such Member approval as may be required by Section 6.6, the Association will establish an annual regular assessment for the forthcoming fiscal year. Each annual regular assessment may include a portion for reserves as described in **Section 6.3**. If the Association for any reason fails to take the appropriate steps to establish the annual regular assessment for the next fiscal year, the annual regular assessment for the preceding fiscal year shall continue in effect subject to the Association's right at any time during the next fiscal year to adjust the assessment pursuant to the procedures described herein.
- 6.3 Reserves, Reserve Accounts, and Reserves Study. Each annual regular assessment shall include a portion for reserves in such amount as the Association in its discretion considers appropriate to meet the cost of the future repair, replacement or additions to the major components as described in **Section 5.9.1** that the Association is obligated to maintain.
- 6.3.1 <u>Reserve Funds</u>. For all purposes in this Declaration and in the Bylaws, reserve accounts shall mean:
- (a) the funds that the Association has identified for the foregoing purposes ("Regular Reserve Funds"); and
- (b) the funds received and not yet expended or disposed from either a compensatory damage award or settlement to the Association from any Person for injuries to property, real or personal arising from any construction or design defects (the "Construction Reserve Funds").
- (c) Construction Reserve Funds shall be separately itemized from funds designated as Regular Reserve Funds.
- 6.3.2 Reserve Accounts. Reserve funds shall be deposited in a separate account; and the signatures of at least two persons, who shall be Members of the Board but Owners of different Town Homes, shall be required to withdraw monies from the reserve account. Reserve funds may not be expended for any purpose other than the maintenance of, or litigation involving the maintenance of, major components that the Association is obligated to maintain. Notwithstanding the foregoing, the Association may authorize the temporary transfer of money from a reserve fund to the

Association's general operating fund to meet short-term cash-flow requirements or other expenses.

- 6.3.3 Reserves Study. At least once every three (3) years, the Association shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components that the Association is obligated to restore or maintain as a part of a study of the reserve account requirements of the Development. The Association shall review this study annually and shall consider and implement necessary adjustments to the Association's analysis of the reserve account requirements as a result of that review. The study, at a minimum, shall include:
- (i) identification of the major components that the Association is obligated to repair, replace, restore, or maintain that, as of the date of the study, have a remaining useful life of less than thirty (30) years;
- (ii) identification of the probable remaining useful life of the major components identified in subparagraph (i) as of the date of the study;
- (iii) an estimate of the cost of repair, replacement, restoration, or maintenance of the major components identified in subparagraph (i) during and at the end of its useful life;
- (iv) an estimate of the total annual contribution necessary to defray the cost to repair, replace, restore, or maintain the major components during and at the end of its useful life after subtracting total reserve funds as of the date of the study; and
- (v) a reserve funding plan that indicates how the Association plans to fund the contribution identified in paragraph (iv) to meet the Association's obligations for the repair and replacement of all major components with an expected remaining life of thirty (30) years or less, not including those components that the Association has determined will not be replaced or repaired. The plan shall include a schedule of the date and amount of any change in regular or special assessments that would be needed to sufficiently fund the reserve funding plan. The plans shall be adopted by the Board at an open meeting before the membership of the Association. If the Association determines that an assessment increase is necessary to fund the reserve funding plan, any increase shall be approved in a separate action of the Board.
- 6.4 <u>Special Assessments</u>. Subject to the restrictions described in **Section** 6.6, the Association may levy a special assessment if the Board in its discretion determines that the Association's available funds are or will become inadequate to meet the estimated expenses of the Association, including, but not limited to, expenses resulting from inadequate reserves, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital Improvements, inadequate insurance proceeds, or other unanticipated expenses. The Association may levy the entire special assessment immediately or levy it in installments over a period the Association considers appropriate.
- 6.5 <u>Reimbursement Assessments</u>. The Association shall have the authority to levy reimbursement assessments against one or more Town Home Owners to

reimburse the Association for any costs incurred or to be incurred by the Association as the result of any act or omission of any Owner or Occupant or their Permittees or pets. The levy shall not include any portion that is paid or will be paid by any insurer under a policy maintained by the Association or an Owner. Payment of the deductible amount shall be the responsibility of the Owner and is subject to a reimbursement

assessment. If payment is not made when due as set by the Association, the payment shall be considered a delinquent assessment and the Association may enforce the delinquent assessment as described in **Section 6.9** subject to the non-judicial foreclosure restrictions described in this **Section 6.5**.

In addition to reimbursing the Association for costs necessary to repair any Common Area or other property that is maintained by the Association, the Association may seek reimbursement for any costs incurred by the Association, including attorneys' fees, to bring the Owner or Occupant or the Owner's Town House into compliance with this Declaration, the Articles, Bylaws or Development Agreements. A reimbursement assessment may not be levied against any Town Home until notice and hearing have been provided the Owner as described in **Section 5.5.4**.

- 6.6 <u>Assessment Increase Restrictions</u>. The Association shall provide notice by personal delivery, e-mail or by first-class mail to the Owners of any increase in the regular or special assessments not less than thirty (30) days nor more than sixty (60) days prior to the due date of the increased assessment.
- 6.7 <u>Due Dates of Assessments</u>. Unless otherwise directed by the Association, the annual regular assessment shall be collected in twelve (12) equal monthly installments; and each installment shall be due and payable on the first day of each month. If any monthly installment is delinquent, the Board, at its election, may accelerate the remaining installment payments so that the entire remaining balance of the annual regular assessment is immediately due and payable. Special assessments and reimbursement assessments shall be due and payable on such date or dates as selected by the Association. The notice shall be deemed received on the date described in **Section 13.11**.

Any annual regular assessment installment (including any accelerated installments), special assessment or reimbursement assessment not paid within fifteen (15) days after the due date shall be delinquent, shall bear interest at the rate of twelve percent (12%) per annum from thirty (30) days after the due date until paid, and shall incur a late penalty in an amount to be set by the Association from time to time, not to exceed the maximum amount permitted by Applicable Laws.

6.8 Allocation of Costs. All costs shall be allocated equally among the Town Homes. Notwithstanding anything herein to the contrary, if the use of any Town Home, the equipment or facilities maintained in any Town Home or any related reason results in an increase in the Association costs, including, but not limited to, increases in maintenance costs, trash removal costs, commonly-metered utility costs or insurance costs, the Association may allocate the amount of the increase to the Town Home(s) responsible for the increase.

- 6.9 <u>Enforcement of Delinquent Assessments</u>. The Association may elect to pursue one or more of the following remedies in the event of a delinquent assessment:
- 6.9.1 <u>Personal Obligation</u>. The Association may bring a legal action directly against the Owner for breach of the Owner's personal obligation to pay the assessment and in such action shall be entitled to recover the delinquent assessment or assessments, accompanying late charges, interest, costs and reasonable attorneys' fees. Commencement of a legal action shall not constitute a waiver of any lien rights as described in **Section 6.9.2**.
- 6.9.2 <u>Assessment Lien</u>. Except as otherwise provided in **Section 6.5**, the Association may impose a lien against the Owner's Town Home for the amount of the delinquent assessment or assessments, plus any costs of collection (including attorneys' fees), late charges and interest by taking the following steps:
- (i) At least thirty (30) days prior to recording a lien upon the Owner's Town Home to collect a delinquent assessment, the Association shall notify the Owner in writing by certified mail of the following (the "Delinquency Notice"):
- (a) A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount.
- (b) An itemized statement of the charges owed by the Owner, including items on the statement which indicate the amount of any delinquent assessments, the fees and reasonable costs of collection, reasonable attorneys' fees, any late charges, and interest, if any.
- (c) The right to request a meeting with the Board as provided by **Section 6.9.2(iv)**.
- (d) The right to dispute the assessment debt by submitting a written request for dispute resolution to the Association.
- (ii) Prior to recording a lien or commencing an action to foreclose a lien for delinquent assessments, the Association shall offer the Owner and, if so requested by the Owner, participate in dispute resolution. The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the Owner.
- (iii) The decision to record a lien for delinquent assessments shall be made only by the Board. The Board shall approve the decision by a two-thirds vote of the Board Members in an open meeting and shall record the vote in the minutes of that meeting.
- (iv) An Owner may submit a written request to meet with the Board to discuss a payment plan for the delinquent assessment. The Association may designate a committee of one or more Members to meet with the Owner. Payment plans shall not impede the Association's ability to record a lien on the Owner's Town Home to secure payment of delinquent assessments. In the event of a default on any payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

ARTICLE 7 Architectural Review

- 7.1 Architectural Committee. An Architectural Committee may be established by the Board. The Architectural Committee shall meet at such times and places as it shall designate. Meetings of the Architectural Committee shall be open to all Members of the Association. The Architectural Committee may adopt guidelines regarding the type, location, quality, size, height and other matters relating to any Improvements or landscaping to be constructed or installed in the Development and may establish a procedure for reviewing all plans and specifications submitted to it for prior approval and shall be responsible for periodic review and modification of the guidelines. The guidelines shall comply with the use restrictions described in **Article 3**. Factors that shall be considered in approving proposed plans and specifications shall include without limitation:
 - (i) harmony of external design with other Town Homes in the
 - (ii) effect of the proposed location on neighboring Town Homes;
- (iii) relation of the topography, grade and finished ground elevation to that of adjoining Town Homes;
- (iv) proper facing of elevations with respect to nearby streets and adjoining Town Homes;
- (v) overall conformity with the general purpose of the Development and the restrictions in this Declaration; and
 - (vi) other guidelines established by the Architectural Committee.
- 7.2 <u>Approval Needed</u>. None of the following actions shall take place anywhere within the Development without the prior written approval of the Architectural Committee:
- (i) any construction, installation, addition, repair (including exterior painting), replacement, alteration or removal of any Town Home Improvement that is part of a building structure (including flooring, interior and exterior walls) or any portion of any Town Home Improvement that can be seen from the Common Area or any other Town Home;
- (ii) any planting or landscaping in the Common Area (including the removal of any tree);
- (iii) removal of any tree or any screening vegetation between Town Homes from any Town Home Lots;
- (iv) any replacement or modification to any floor coverings or wall or ceiling materials or any penetration or other disturbance of any wall, floor, or ceiling if the replacement, modification, penetration or disturbance could result in any increase in the sound or impact transmission from the Town Home to any other Town Home.
- (v) installation, addition, repair, replacement, alterations, or removal of Photovoltaic Solar Equipment.
- 7.2.1 <u>Submit Plan</u>. Approval shall require the applicant to submit to the Architectural Committee plans and specifications in a manner and form satisfactory to the Committee.

- 7.2.2 Interior Work. Notwithstanding anything herein to the contrary, any Owner may repaint the interior of the Owner's Town Home in any color the Owner desires or remodel the Town Home with prior written approval of the Architectural Committee which approval shall be granted if the Committee finds the remodeling does not in any manner remove or adversely affect any bearing wall or fire rated wall, alter the exterior appearance of any Town Home Building, or increase the sound or impact transmissions from the Town Home to any other Town Home. It shall be the Owner's responsibility to comply with all building code requirements and permitting requirements in connection with any modification to the Owner's Town Home.
- 7.2.3 <u>Committee Funds</u>. The Architectural Committee may establish reasonable fees to reimburse the Committee for any out-of-pocket costs incurred by the Committee in reviewing plans and specifications. Except as paid or reimbursed by the applicant, any costs incurred by the Committee in the performance of its duties shall be paid by the Association.
- 7.2.4 <u>Approval Conditions</u>. The Architectural Committee may impose terms and conditions on any approval, including:
- (i) contractor licensing and insurance requirements (including workers compensation and liability insurance);
- (ii) completion and labor and material bonds or other acceptable collateral; and
- (iii) construction regulations such as authorized hours of construction, access restrictions, noise restrictions and clean-up requirements.
- 7.2.5 <u>Inspections</u>. Any member of the Architectural Committee or any authorized agent of the Committee from time to time and anytime during normal business hours may enter any Town Home for the purpose of inspecting any construction to confirm compliance with the plans and specifications as approved by the Committee.
- 7.3 Architectural Committee's Decision. The decision on any proposed work shall be in writing. If a proposed change is disapproved by the Committee, the written decision shall include both an explanation of why the proposed change is disapproved. If disapproved, the applicant is entitled to reconsideration by the Association at an open meeting of the Board. Reconsideration by the Association does not constitute a dispute resolution procedure described in **Section 5.5.7**.
- 7.4 Completion of Work. On receipt of approval, the Owner shall commence the work as soon as reasonably practicable and shall diligently pursue the completion of the work. If the work is not commenced within ninety (90) days after receipt of approval or completed within one hundred eighty (180) days or such later date as the Committee shall approve in writing, the approval automatically shall be deemed revoked and no further work shall be done without again obtaining the written approval of the Committee as described herein. The work shall be done in strict compliance

with the approved plans except for minor non-material changes as may be necessary during the course of construction.

- 7.5 Non-liability. The Association, the Architectural Committee, and the other Town Home Owners, and their respective successors or assigns, shall not be liable to any Person submitting plans to the Committee for approval or to any other Town Home Owners or Occupants by reason of any act or omission arising out of or in connection with the approval or disapproval of any plans or specifications. Approval shall not constitute any warranty or representation by the Committee or its members that the plans satisfy Applicable Laws or that any Improvement constructed in accordance with the plans shall be fit for the use for which it was intended and safe for use and occupancy. Applicants shall make their own independent verifications of the foregoing and shall not rely on the Committee or its members in any manner in this regard.
- 7.6 <u>Enforcement</u>. If any Owner or Occupant violates the provisions of this **Article 7**, the Association, in addition to levying monetary fines or penalties and in addition to any other remedy available at law or equity, may bring an action to compel compliance, including an action for a court order mandating the removal of any Improvement or other property constructed or installed in violation of the provisions of this **Article 7**. In such action, the prevailing party shall be entitled to recover costs and reasonable attorneys' fees.
- 7.7 <u>Board's Authority</u>. If for any reason the Architectural Committee is not established or not active, the Board may appoint a committee to perform the duties of the Architecture Committee, or the Board shall perform the duties itself and shall have the rights of the Architectural Committee as described in this **Article 7**. Notwithstanding anything herein to the contrary, modifications, changes or additions to any Common Area Improvements authorized by the Board shall not require approval from the Architectural Committee.
- 7.8 <u>Governmental Approval</u>. Before commencement of any addition of any Improvement or any alteration to any Improvement approved by the Architectural Committee, the Owner shall comply with all Applicable Laws. Approval by the Committee does not satisfy the appropriate approvals that may be required from any governmental entity with appropriate jurisdiction.

ARTICLE 8 Insurance

- 8.1 <u>Liability Insurance</u>. The Association shall obtain and maintain the following liability policies:
- 8.1.1 General Liability Policy. A general liability insurance policy insuring the Association, any manager, the Association's directors and officers, and the Owners and Occupants of the Town Homes and their respective family members against any liability incident to any bodily injury or property damage from any accident or

occurrence within the Common Area. The policy shall also cover any liability incident to any bodily injury or property damage from any accident or occurrence within any Town Home related to any maintenance or repair work required to be performed on any Town Home by the Association pursuant to this Declaration, including, but not limited to, work performed in any Common Area. The policy shall include, if obtainable, a cross liability or severability of interest endorsement insuring each insured against the liability to each other. The limits of such insurance shall not be less than \$2,000,000 covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others, and other liability or risk customarily covered.

- 8.1.2 <u>Directors and Officers Liability Policy</u>. A directors and officers liability policy containing such terms and conditions as are normally and customarily carried for directors and officers of a residential town home association.
- 8.1.3 <u>Crime Insurance</u>. A blanket commercial crime insurance policy covering the Association, any organization or Person who either handles or administers or is responsible for Association funds, whether or not any Person receives compensation for services. The policy amounts shall satisfy the Federal National Mortgage Association ("FNMA") and Federal Housing Administration ("FHA") requirements and in no event shall be less than the sum of three (3) months of assessments on all Town Homes subject to assessments plus reserves.
- 8.2 <u>Association Common Area Insurance</u>. The Association shall obtain and maintain a master property insurance policy that satisfies each of the following conditions:
- 8.2.1 <u>Property Covered</u>. The policy shall cover the following real and personal property:
- (a) Common Area. All Common Area Improvements, including Common Area Buildings and any additions or extensions thereto; all fixtures, machinery and equipment permanently affixed to the Building; windows; fences; monuments; lighting fixtures; interior walls and doors; ceiling, floor and wall surface materials (e.g., paint, wallpaper, mirrors, carpets, and hardwood floors); utility fixtures (including gas, electrical and plumbing); cabinets; built-in appliances; heating and airconditioning systems; water heaters; exterior signs; and personal property owned or maintained by the Association; and recreational facilities; but excluding land; foundations; excavations; and other items typically excluded from property insurance coverage;
- (b) Landscaping. Lawn, trees, shrubs and plants located in the Common Area.
- 8.2.2 <u>Dollar Limit</u>. The dollar limit of the policy shall not be less than the full insurable replacement value of the covered property described in **Section 8.2.1** above based on insurance industry standards for determination of replacement costs,

provided that there may be lower dollar limits for specified items as is customarily provided in property insurance policies.

- 8.2.3 <u>Waiver of Subrogation</u>. The policy shall waive all subrogation rights against any Owner or Occupant and their family members and invitees.
- 8.3 <u>Association's Authority to Revise Insurance Coverage</u>. Subject to the provisions of **Section 8.4**, the Association shall have the power and right to deviate from the insurance requirements contained in this **Article 8** in any manner that the Association, in its discretion, considers to be in the best interests of the Association.
- 8.3.1 <u>Settlements</u>. The Board is authorized to negotiate and agree on the value and extent of any loss under any policy carried by the Association, including, but not limited to, the right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.
- 8.3.2 <u>Association is Attorney-in-Fact</u>. Each Owner, by acceptance of a deed to a Town Home, irrevocably appoints the Association or the Insurance Trustee, described in **Section 8.5**, as that Owner's attorney-in-fact for purposes of procuring, negotiating, accepting, compromising, releasing, settling, distributing and taking other related actions in connection with any insurance policy maintained by the Association and any losses or claims related thereto and agrees to be bound by the actions so taken as if the Owner had personally taken the action.
- 8.4 <u>Periodic Insurance Review</u>. The Association periodically (and not less than once every three years) shall review the Association's insurance policies and make such adjustments to the policies' terms and conditions as the Board considers to be in the best interests of the Association.
- 8.5 FNMA and FHLMC and FHA Requirements. Notwithstanding anything herein to the contrary, the Association shall maintain such policies, containing such terms, amount of coverage, endorsements, deductible amounts, named insureds, loss payees, standard mortgage clauses, notice of changes or cancellation, and an appropriate insurance company rating that shall satisfy the minimum requirements imposed by the Federal National Mortgage Association ("FNMA") and the Federal Home Loan Mortgage Corporation ("FHLMC") and the Federal Housing Administration ("FHA") or any successor thereto. If the FNMA or FHLMC or FHA requirements conflict, the more stringent requirements shall be met.
- 8.6 Insurance Trustee. All property insurance proceeds payable to the Association under any property insurance policy procured by the Association as described in **Section 8.2**, subject to the rights of Mortgagees under **Article 10**, may be paid to a trustee as designated by the Association to be held and expended for the benefit of the Owners and Mortgagees as their respective interests shall appear.

- 8.7 <u>Other Association Insurance</u>. In addition to the policies described in **Sections 8.1** and **8.2**, the Association may obtain and maintain the following insurance:
- (i) Workers Compensation Insurance to the extent required by Applicable Law; and
- (ii) such other insurance as the Association in its discretion considers necessary or advisable.
- 8.8 Owners' Property Insurance. Each Owner shall obtain and maintain property insurance against losses to real and personal property within and on their Town Home, and to any upgrades or additions to any fixtures or Improvements located within or on their Town Home. Each Owner shall obtain and maintain liability insurance against any liability resulting from any injury or damage occurring within or on their Town Home. The Association's insurance policies will not provide coverage against any of the foregoing. The Association has no obligation to ensure that Owners are maintaining property insurance. Any insurance maintained by an Owner must contain a waiver of subrogation rights by the insurer as to the other Owners, the Association, and any first Mortgagee of the Owner's Town Home.
- 8.8.1 <u>Don't Insure Association Property</u>. No Owner shall separately insure any property covered by the Association's property insurance policy as described in **Section 8.2** above. If any owner violates this provision and, as a result, there is a diminution in insurance proceeds otherwise payable to the Association, the Owner will be liable to the Association to the extent of the diminution. The Association may levy a reimbursement assessment against the Owner's Town Home to collect the amount of the diminution.
- 8.8.2 <u>Consider Additional Insurance</u>. Each Owner is strongly advised to seek the advice of a qualified insurance consultant regarding:
- (i) the amount of personal liability insurance coverage the Owner should maintain because of the Owner's ownership interest in the Common Area and his or her Town Home, and
 - (ii) the availability of loss assessment insurance coverage.

ARTICLE 9 Damage or Destruction

- 9.1 <u>Restoration Defined</u>. As used in this Article 9, the term "restore" shall mean repairing, rebuilding or reconstructing Improvements damaged or destroyed as a result of a fire or other casualty to substantially the same condition and appearance in which they existed prior to fire or other casualty damage.
- 9.2 <u>Insured Casualty</u>. If any Improvement is damaged or destroyed from a risk covered by the insurance required to be maintained by the Association and/or Owners and the insurance proceeds are sufficient to cover the loss, then the Association and all affected Owners, to the extent permitted under Applicable Laws

and except as otherwise authorized under this Article 9, shall restore the Improvement subject to such change as may be approved by the Architectural Committee or required by Applicable Laws. The Association and all affected Owners shall proceed with the filing and adjustment of all claims arising under the existing insurance policies. The insurance proceeds shall be paid to and held by the Association or an insurance trustee selected under the provisions of **Section 8.6**. If the insurance proceeds exceed the costs of restoration, the excess proceeds shall be paid into reserves and held for the benefit of the Association. If an affected Owner does not receive sufficient insurance proceeds to restore the Owner's Town Home, the Owner shall pay the additional sum needed to the Association to restore the Owner's Town Home.

- 9.3 <u>Inadequate Insurance Proceeds or Uninsured Loss</u>. If the insurance proceeds are insufficient to restore the damaged Improvement or the loss is uninsured, the Association shall add to any available insurance proceeds all reserve account funds designated for the repair or replacement of the damaged Improvement.
- 9.4 <u>Additional Special Assessment</u>. If the total funds available to restore the damaged Improvement as provided in **Section 9.3** are insufficient, then a meeting of the Members shall be called for the purpose of approving a special assessment to make up all or a part of the deficiency ("Additional Special Assessment").
- 9.5 Association Leads Restoration. Each Owner irrevocably appoints the Association as that Owner's attorney-in-fact and irrevocably grants to the Association the full power in the name of the Owner to effect any alteration to any Town Home or Association Common Area as authorized above, including, but not limited to, the execution, delivery and recordation of any Town Home Plans, amendments, deeds or other instruments.

ARTICLE 10 Rights of Mortgagees

- 10.1 <u>Lender Definitions</u>. Unless the context indicates otherwise, the following terms as used in this **Article 10** shall have the definitions contained in this **Section 10.1**. An "institutional" Mortgagee is a first Mortgagee that is:
- (i) a federally or state chartered or licensed bank or savings and loan association;
- (ii) a mortgage company or other entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property or investing in such loans;
 - (iii) an insurance company;
- (iv) a federal or State agency or instrumentality including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; or
- (v) an insurer or governmental guarantor of a first Mortgage including the Federal Housing Authority and the Veterans Administration.

A "first Mortgage" or "first Mortgagee" is one having a priority as to all other Mortgages encumbering the same Town Home or other portions of the Development. An "eligible Mortgage holder" shall mean a first Mortgagee who has requested the Association to notify the first Mortgagee of any proposed action that requires the consent of a specified percentage of eligible Mortgage holders.

- 10.2 <u>Encumbrance</u>. Any Owner may encumber his or her Town Home with a Mortgage or Mortgages.
- 10.3 Rights of Institutional Mortgagees. Any institutional Mortgagee who obtains title to a Town Home pursuant to the remedies provided in the first Mortgage, including judicial foreclosure or nonjudicial foreclosure under a power of sale (but excluding voluntary conveyance to the first Mortgagee), shall take the Town Home free of any obligation to pay any assessments that were delinquent as of the date the institutional Mortgagee acquired title to the Town Home, including any interest, penalties or late charges in connection therewith. The institutional Mortgagee as Owner of the Town Home shall be obligated to pay any assessments that were not delinquent as of the date the institutional Mortgagee took title to the Town Home and all future assessments levied against the Town Home as long as the institutional Mortgagee remains in title, including any special assessments levied by the Association to raise operating or reserve funds needed because of uncollected delinquent assessments, as long as the special assessment is allocated among all the Town Homes as provided in **Section 6.8**.
- Subordination. Any assessment lien established under the provisions of this Declaration is expressly made subject to and subordinate to the rights of any Mortgage that encumbers all or any portion of the Development or any Town Home made in good faith and for value and recorded before the recordation of a notice of delinquent assessment. No assessment lien shall in any way defeat, invalidate or impair the obligation or priority of such Mortgage unless the Mortgagee expressly subordinates in writing its interest to such lien. If any Town Home is encumbered by a Mortgage made in good faith and for value, the foreclosure of any assessment lien cannot operate to effect or impair the lien of any Mortgage recorded prior to the recordation of the notice of delinquent assessment. Upon the foreclosure of any priorrecorded Mortgage, any lien for delinquent assessment shall be subordinate to the Mortgage lien; and the purchaser at the foreclosure sale shall take title free of the assessment lien. By taking title, the purchaser shall be obligated to pay only assessments or other charges that were not delinquent at the time the purchaser acquired title or that were levied by the Association on or after the date the purchaser acquired title to the Town Home. Any subsequently-levied assessments or other charges may include previously-unpaid assessments, provided all Owners, including the purchaser and its successors and assigns, are required to pay their proportionate share of such unpaid assessments.
- 10.5 Breaches. No breach of any provision of this Declaration shall invalidate the lien of any Mortgage made in good faith or for value; but all of the covenants,

conditions and restrictions shall be binding on any Owner whose title is derived through foreclosure sale, trustee sale or otherwise.

ARTICLE 11 Amendments

- 11.1 <u>Amendment of Declaration</u>. This Declaration may be corrected as described in **Section 11.3** or amended or rescinded in any respect with the vote or written consent of the holders of not less than two-thirds of the voting rights of the total voting power of the Association. Notwithstanding anything herein to the contrary, the easements appurtenant to any Town Home as described in **Sections 2.4** and **2.5** may not be modified or terminated without the prior written consent of the Owner of the Town Home.
- 11.2 <u>Special Amendment Requirements</u>. Notwithstanding anything herein to the contrary, no amendment affecting the dimensions of any Town Home or the interests in the Common Area shall be effective without the consent of all Owners whose Town Homes or Common Area interests rights are affected by the amendment, except as authorized in **Section 2.7**. The provisions of this **Section 11.2** may not be amended without the consent of two-thirds of the total voting power of the Association.
- 11.3 <u>Corrections</u>. Notwithstanding anything herein to the contrary, the Association reserves the right as the attorney-in-fact for each Town Home Owner to record an amendment or appropriate instrument of correction to correct any errors in this Declaration, or any exhibits thereto, including any Town Home plans, and the consent of any Town home Owner shall not be required provided that if the correction affects the size, location or access or use rights to any Town Home appurtenant to that Unit, the consent of that Town Home Owner shall be required. The amendment shall be effective when signed by an authorized agent of the Association.
- 11.4 Mortgagee Reserved Amendment Rights. Notwithstanding anything herein to the contrary, the Association reserves the right to amend this Declaration as may be necessary or advisable in order to include provisions that satisfy the requirements of the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Housing Administration (FHA) and/or the U.S. Department of Veterans Affairs (VA). The Association and each Owner shall fully cooperate in the delivery, execution and recordation of any documents necessary to effect the amendments.

ARTICLE 12 Declarant Disputes

- 12.1 <u>Claims Against Declarant</u>. Any claim, dispute or other controversy between:
 - (i) the Association and/or any Owner(s) and

- (ii) the Declarant or any affiliated general contractor or affiliated contractor who is a builder, or any director, officer, member, shareholder, partner, employee or agent thereof (individually and collectively the "Declarant" for purposes of this **Article 12**), and/or any non-affiliated general contractor, non-affiliated contractor, subcontractor, material supplier, individual product manufacturer, design professional or any other Person that provided materials or services to the Development on behalf of the Declarant, relating to this Declaration, the use, condition, design, specifications, surveying, grading, construction, installation and/or operation of any Improvements or landscaping located within the Development (individually and collectively the "Claim"), shall be subject to claims procedures set by the Association.
- 12.2 <u>Association Claims</u>. The claims procedures referred to in **Section 12.1** do not apply to any action taken by the Association to enforce delinquent assessments against the Declarant, which shall be governed by **Section 6.9** of this Declaration.

ARTICLE 13 Miscellaneous Provisions

- 13.1 <u>Headings</u>. With the exception of **Article 1**, the headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.
- 13.2 <u>Severability</u>. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions or any portion thereof shall not invalidate any other provision or any portion of the provisions not found invalid or unenforceable.
- 13.3 Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and nonexclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver of the remedy.
- 13.4 <u>Discrimination</u>. No Owner shall execute or cause to be recorded any instrument that imposes a restriction on the sale, leasing or occupancy of the Owner's Town Home on the basis of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information, national origin, source of income, or ancestry.
- 13.5 <u>Notification of Sale</u>. No later than five (5) days after the closing of the sale of any Town Home, the new Owner shall notify the Association of such sale. Such notification shall be in writing and shall set forth the name and address of the new Owner and the date of sale.

- 13.6 <u>Reservation or Grant of Easements</u>. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in any deed to any Town Home.
- 13.7 <u>Incorporation of Exhibits</u>. All exhibits referred to herein and attached to this Declaration are incorporated herein by reference as fully set forth herein.
- 13.8 <u>Enforcement Rights and Remedies</u>. The covenants, restrictions, rights and duties contained in this Declaration constitute covenants running with the land and equitable servitudes that benefit and bind each Town Home in the Development, each Owner, and each successive Owner thereto, and may be enforced by the Association or any Owner in any legal or equitable action pursuant to the procedures described herein.
- 13.8.1 Equitable Relief. Each Owner acknowledges and agrees that if any Person breaches any of the restrictions contained herein, money damages may not be adequate compensation. As a result, each Owner agrees that in the event of a breach, the non-breaching party, in addition to any other remedy available at law or equity, shall be entitled to equitable relief, including, but not limited to, an order compelling the breaching party to perform an act which the party is required to perform under this Declaration or which is necessary to bring the breaching party or the breaching party's Town Home into compliance with restrictions contained herein or prohibiting the breaching party from performing any act that violates the restrictions.
- 13.8.2 Assessments. Notwithstanding anything herein to the contrary, the Association shall have the exclusive right to levy assessments and to take appropriate action to enforce delinquent assessments, including imposition of an assessment lien and the foreclosure of the lien. Furthermore, the Association shall have the primary responsibility for enforcing the restrictions contained in Article 3 and the architectural provisions contained in Article 7. If any Owner or Occupant desires the Association to take any enforcement action, the Owner or Occupant shall notify the Association in writing of the alleged violation. On receipt, the Board shall review the matter and shall determine what action, if any, to take. Neither the Board nor the Association or any director, officer or agent thereof shall be liable if the Board in the exercise of its judgment elects not to take any action. To the extent applicable, the Board shall comply with the due process requirements described in this Declaration. If within ninety (90) days after receipt of the notice, the Board has failed to take any corrective action and the alleged violation has not been cured and is continuing, any Owner may bring an action on the Owner's behalf for appropriate legal and/or equitable relief. In such action, the Owner shall bear his or her own costs and attorneys' fees, provided that the prevailing party in such action shall be entitled to recovery of such costs and fees.
- 13.9 <u>Assignment By Declarant</u>. The Declarant may assign all or any portion of its rights and delegate all or any portion of its duties to any other Person; and from and after the date of such assignment and/or delegation, the Declarant shall have no further

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rights and/or duties hereunder with respect to the rights assigned and duties delegated. The Association shall execute an instrument assuming the rights and duties of the Declarant assigned and delegated hereunder and thereafter shall be entitled to exercise all the rights of the Declarant so assigned and shall be obligated to perform all the Declarant's duties so delegated, provided the Association shall not be liable in any manner for any act or omission committed or omitted by the Declarant before the date the Association succeeded to the rights of the Declarant hereunder.

- 13.10 Attorneys' Fees. Except as otherwise provided herein, in the event of any litigation or alternative dispute resolution procedure arbitration regarding the rights or duties under the Governing Documents of the Association or any Member, the prevailing party in such proceeding, in the discretion of the judge or decision-maker, shall be entitled to recover costs, including reasonable attorneys' fees.
- 13.11 <u>Notices</u>. Any notice permitted or required by this Declaration, the Articles, Bylaws or Development Agreements shall be considered received on the date the notice is personally delivered to the recipient or forty-eight (48) hours after the notice is deposited in the United States mail, first-class, registered or certified, postage fee prepaid, and addressed to the recipient at the address that the recipient has provided the Association for receipt of notice or, if no such address was provided, at the recipient's Town Home address in the Development.
- 13.12 No Enforcement Waiver. Failure to enforce a restriction in the past in and of itself shall not constitute a defense to any action brought against any Owner for violation of any restriction contained herein. Each Owner, by acceptance of a deed to a Town Home in the Development, acknowledges that the enforcement of these restrictions may vary as a result of different Owners, Boards or Architectural Committees, changing conditions, or other reasons, and agrees that the failure of any Owner, Board or Committee to enforce any particular restriction, even if such failure is for an extended period of time, shall not in any manner restrict or estop the right of any Owner, Board or Committee to enforce these restrictions at any future time.

The Association has exec	uted this Declaration as of	_, 2019.
	ALPENGLOW COHOUSING DEVELOPMENT a Colorado nonprofit corporation	
Ву:		
Print I	Name:	

Exhibit A - Site Plan

Exhibit B - Garage/Storage Units Assigned to Town Homes

Exhibit C - Maintenance Responsibilities

Note: This Exhibit is not intended to be an all-inclusive list of the items maintained either by the Owner or the Association. Its purpose is to describe maintenance responsibilities over certain items where there may be some uncertainty as to the responsible maintaining party. Unless otherwise limited, maintenance means inspection, cleaning, maintenance, repair, upgrading and/or replacement.

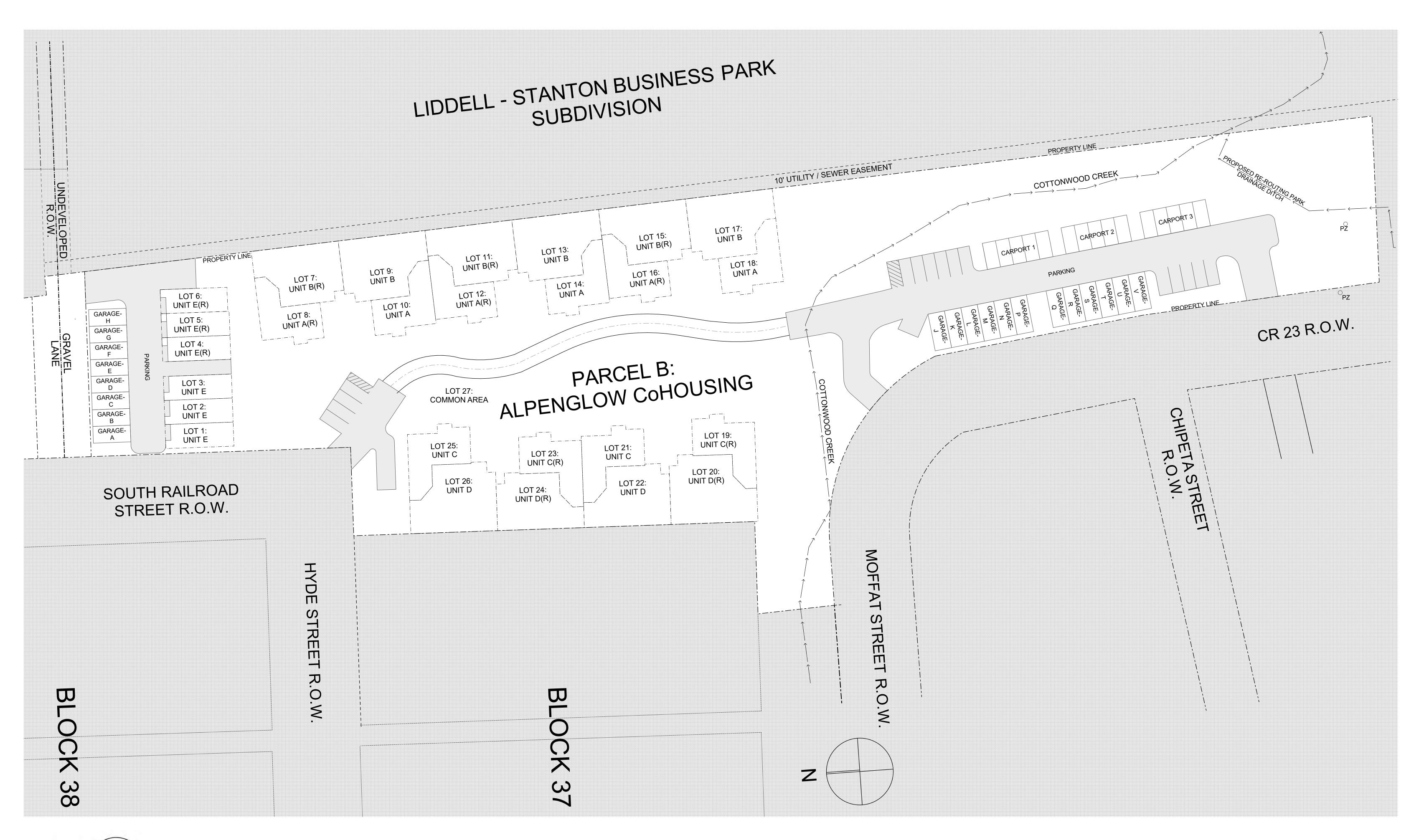




EXHIBIT A:
ALPENGLOW CoHOUSING COMMUNITY
LOT DIAGRAM
RIDGWAY, COLO.
81432

Exhibit B

Garage/Storage Units and Town Home Combinations

Each of the Garage/Storage Units shown in Exhibit A and labeled as a "GARAGE" and a capital letter is exclusively used by the Owners/Occupants of one of the duplex Town Homes of Lots 7 thru 26. The following list shows which garage/ storage units go with which Town Homes:

Town Home			
<u>26</u> 25			
12			
11			
10			
<u>9</u> 8			
7			
24			
24 23			
<u>13</u>			
14			
22			
21			
<u>15</u>			
16			
<u>20</u>			
<u> </u>			
17			
<u> 18</u>			

Exhibit C

Specific Maintenance Obligations

	Responsible	<u>Party</u>		
Items of Maintenance	<u>Owner</u>	<u>Association</u>		
Common Area Buildings, except Interior of Garage/Storage	ge Units and Ca	•		
Common Area Grounds		X		
Common Area Landscaping		X		
Utilities up to each Town Home Building		X		
Water Leaks in Common Area and Town Home Lots outsi	ide Buildings	X		
Exteriors of Town Home Buildings including Roofs				
Replacement of Trees and Large Bushes in Town Home L	.ots	X		
Interior of Town Home Building	X			
Water Leaks within Town Home Building	X			
Exterior Doors, Windows, Skylights	X			
	X			
Landscaping within Town Home Lot				
Interior of Garage or Garage/Storage Unit	X			
Interior of Carport	X			
Smoke Detectors in Town Home Building	X			



Official Use Only
Date Received: Initials:
IIIILIdis

Flood Plain Development Permit Pursuant to RMC § 6.2.2

General Information							
Applicant		Application Date	Application Date				
Property Owner Same							
Phone		Email					
Address of Proposed	Development TBD, I	Intersection of	Hyde and S.	Railroad Sts.			
Subdivision	Subdivision Filing Lot Block						
Type of Development	Residential Constru	ction Non-F	Residential Construct	ion			
Project Description (select all that	New Construction Manufactured Home	Addition or Im	nprovements	Subdivision	a single lot		
apply)	☐ Fill	☐ Watercourse	alteration	her			

Required Documentation

Attach to the application the following information where applicable. Plans in duplicate, drawn to scale showing the nature, dimensions, and elevations of the areas in question; existing or proposed structures, fill, storage of materials, drainage facilities; and the location of the foregoing.

- 1. Mean Sea Level (MSL) elevation of the lowest floor (including basement) of all structures
- 2. MSL elevation to which any structure is floodproofed
- 3. Certification by a registered professional engineer or architect that the floodproofing methods meet the community floodproofing criteria
- 4. A description of the extent to which any watercourse will be altered or relocated
- 5. Base (100-year) flood elevation data for a development or subdivision greater than 50 lots or 5 acres
- 6. Copies of: 404 permit, Mined Land Reclamation Permit, discharge permit, air pollution control permit and other necessary state and federal permits
- 7. Certification by a registered professional engineer that development in the flood way will not result in the increase of flood levels during the occurrence of the base flood discharge
- 8. Any other information and plans necessary to show compliance with flood plain management regulations
- 9. Name, address and telephone number of the owner of the property affected
- 10. Legal description of the affected property



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

portion of any watercourse so that flood-carrying capacity will	val, applicant and owner will provide maintenance within an altered or relocate not be diminished.
Applicant Signature	Date
Property Owner Signature	Date
Official Use Only	
The proposed development is located in the	☐ Flood Fringe
The Base Food Elevation or depth at the development site is	
Source Documents	
source bocuments	
Plan Review	
 MSL Elevation or depth number to which the struct MSL Elevation or depth number to which the struct All necessary information and certificates are attach 	ure is to be proofed: feet.
	low). I have reviewed the plans and materials submitted in support of the e with applicable Flood Plain Management standards.
Referral to the Board of Adjustment for Variance. Management Standards (explanation attached).	. The proposal is not in conformance with applicable Flood Plain
Permit is denied. The proposed development is replanation attached)	not in conformance with applicable Floodplain Management Standards
Approved by (Building Official)	Date
Building Construction Documentation	
The certified as-built MSL elevation of the lowest flo	por of the structure is: feet.
The certified as-built MSL flood proofed elevation of the lowest new terms.	
Certificates of a registered professional engineer or	land surveyor documenting these elevations are attached.
Certificate of Occupancy or Compliance Issued:	_
Approved by (Building Official)	Date



Conditions of the Permit

- 1. This permit is issued only pursuant to the Flood Plain Management Regulation requirements. All other applicable requirements of ordinances, regulations, statutes and laws of the town, county, state and federal governments shall apply in accordance with their terms.
- 2. This permit does not grant any authority to enter upon the property of another.
- 3. This permit may be revoked for failure to comply with the conditions hereof, misrepresentation of any of the information required in the application, or failure to comply in all respects with the Flood Plain Management Regulations.
- 4. Applicant shall supply the Town with the necessary engineering information to obtain a FEMA map.
- 5. Revision and assumption of all costs associated therewith.

MEMORANDUM

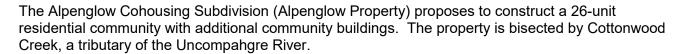
TO: Shay Coburn, Town of Ridgway

FROM: Diana Rooney, P.E.

DATE: April 22, 2019

SUBJECT: Alpenglow Cohousing Floodplain Development Permit

Project narrative



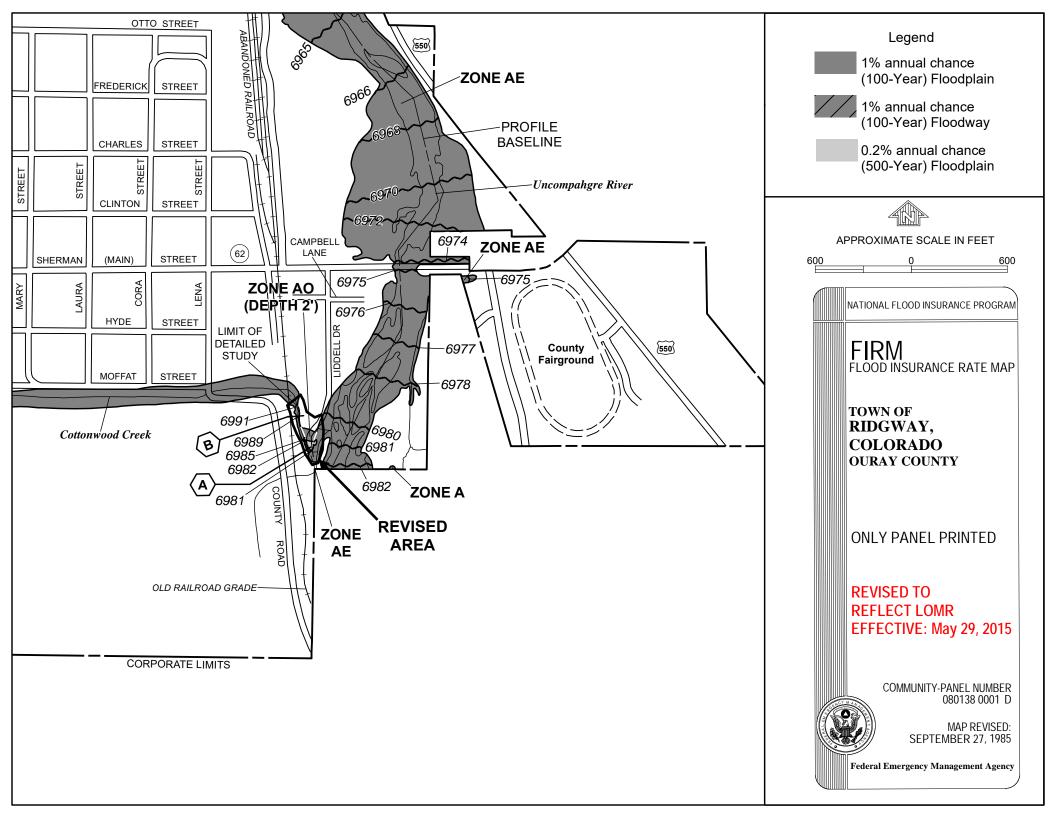
The most recent updates to Cottonwood Creek flood plain were done by a LOMR filed for Lot 11 of the Liddell Drive subdivision. This LOMR study, directly downstream of the Alpenglow property, identifies the 100-year flow of Cottonwood creek as 346 cfs. The FEMA Flood Plain Map (FIRM#080138 0001D) showing the Alpenglow property identifies an area of 100-year floodplain surrounding the creek.

The project proposes to reconstruct the culvert which crossed the property, and to perform minor regrading of the stream channel in accordance with a Nationwide 29 Army Corps 404 Permit. The proposed buildings are located outside of the 100-year floodplain. The permit also allows up to 300 feet of stream channel re-grading, which the project intends to use to widen the stream bank slopes in areas where the slope is over 1H:1V and repair a large deep scour hole. These proposed improvements will not negatively affect the hydraulic capacity of the creek, as soil will be removed from the stream channel.

During the development process, areas of wetlands were identified on the property, and approximately 0.32 acres of wetlands are proposed to be disturbed due to the proposed development. The Applicant has included mitigation of these wetlands in their draft Army Corps PCN application and is considering using a wetlands mitigation bank to compensate for the disturbed wetlands.

A draft copy of the Preliminary Construction Notice (PCN) with the Army Corps, including all figures and attachments, will be provided to the Town for review upon completion of the draft.

SGM



Contact Town Planner for

- Geotech Engineering Study and Addendum
- Drainage Report revised July 2019, Addendum September 2019



Certificate of Dedication and 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:

A tract of land located in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, Town of Ridgway, County of Ouray, State of Colorado, described in a Warranty Deed dated 12—3—1999 and recorded at Reception No. 171272 in the office of the Ouray County Clerk & Recorder, being more particularly described as follows:

Beginning at the Northeast corner of said Block 38 of said Town of Ridgway; thence South 88° 32' 06" East 66.00 feet along the South right-of-way line of Sherman Street (also being Colorado State Highway No. 62) to the true point of beginning, defined by a rebar and 2-inch metal survey cap, LS 28662, whence the Southwest Corner of the Liddell-Stanton Business Park Subdivision Plat, Ouray County Public Records Reception No. 135151, defined by a rebar and 1-1/2-inch metal survey cap, LS 10738, bears South 09° 32' 16" East 1159.35 feet, all bearings described herein being relative thereto; thence South 88° 32' 06" East 102.55 feet to a Witness Corner to the Northwest corner of a tract described by Quiet Title Decree recorded in Book 212, Page 398, Ouray County public records, and as shown on Boundary Agreement Plat recorded at Reception No. 142777. Ouray County public records, defined by a rebar and 2—inch metal survey cap, LS 28662; thence South 88° 32' 06" East 6.00 feet; thence South 03° 59' 27" East 142.94 feet to the Southwest corner of the tract described in said Quiet Title Decree and Boundary Agreement Plat, defined by a 5/8-inch rebar and 2-inch metal survey cap, LS 31160; thence North 87° 44' 22" East 14.02 feet to the Northwest corner of the alley shown on the said Liddell-Stanton Business Park Subdivision Plat, defined by a rebar and 1-1/2—inch metal survey cap, LS 12180; thence South 03° 25' 04" East 1000.29 feet to the Southwest corner of said subdivision, being the South boundary of the N1/2 SW1/4 of said Section 16 defined by a rebar and 1-1/2-inch metal survey cap, LS 10738; thence North 89° 00′ 56" West 124.51 feet along said South boundary to the East right-of-way line of Ouray County Road No. 23, defined by a 5/8—inch rebar and 2—inch metal survey cap, LS 31160; thence North 04° 28' 14" West 177.79 feet along said right-of-way to a rebar and 1-1/2-inch metal survey cap, LS 12180; thence North 07° 40' 13" West 159.13 feet along said right-of-way to a rebar and 1-1/2—inch metal survey cap, LS 12180; thence 172.62 feet along the arc of a non-tangent curve to the left, said curve having a central angle of 68° 06' 54", a radius of 145.20 feet and chord of North 57° 34 '09" West 162.63 feet to a rebar and 1-1/2-inch metal survey cap, LS 12180; thence along the North right-of-way of said County Road No. 23, South 89°09' 34" West 44.31 feet to a 5/8—inch rebar and 2—inch metal survey cap, LS 31160; thence North 02° 57′ 30″ West 57.53 feet to the South boundary of Block 37 of said Town of Ridgway, defined by a rebar and 1-1/2-inch metal survey cap, LS 10738; thence South 88° 35' 41" East 69.16 feet to the Southeast corner of said Block 37, defined by a rebar and 1-1/2-inch metal survey cap, LS 10738; thence North 01° 26′ 54″ East 300.12 feet to the Northeast corner of said Block 37, defined by a rebar and 1-1/2-inch metal survey cap, LS 10738; thence South 88° 36' 09" East 66.26 feet to a rebar and 1-1/2-inch metal survey cap, LS 12180; thence North 01° 25' 11" East 365.62 feet to the true point of beginning, an area of 4.47 acres by these

Legal Description Prepared by Robert A. Larson, PLS 31160 For and on behalf of: Monadnock Mineral Services 342 7th Ave. Ouray, CO 81427

Has (Have) by these presents laid out, platted and subdivided the same into lots, as shown on this plat, under the name of ALPENGLOW COHOUSING SUBDIVISION, and does (do) hereby dedicate, grant and convey to the Town of Ridgway, State of Colorado, for the use of the public the Street as hereon shown. Also the following easements are dedicated, granted and conveyed to the Town of Ridgway, Colorado as shown:

Utility easements for Town utilities (including water, sanitary sewer, and storm drainage) and public utilities (including electric and gas); Sidewalk Easement;

10' Public Pedestrian/Non-Motorized Easement.
16' Emergency Access Easement

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

Parcel A as indicated on plat shall be retained by signer. Drainage Easement shown on Parcel A hereby dedicated and granted to the H.O.A.

Executed this _____, A.D. 20___.

type in Owners'Name(s) as of record

(type in name and representative capacity)

STATE OF COLORADO)

COUNTY OF Ouray)
The foregoing Certificate of Ownership and Dedication was acknowledged before

me this _____

day of ______, A.D. 2000, by _____(type in name of signatory),

_____(type in representative capacity), of _____

(type in owner's name)

owner's name). Witness my hand and official seal.

Notary Public

My Commission expires _____

PRELIMINARY PLAT ALPENGLOW COHOUSING SUBDIVISION

A tract of land located in Section 16, Township 45 North, Range 8 West, New Mexico Principal Meridian, Town of Ridgway, County of Ouray, State of Colorado

	r of a lien pursuant to an instrument i sert Reception # and/or Bk. & Pg_, ho able subdivision improvements agreemer	ereby joins in this
	y and streets as shown hereon.	rt, and the dedication
By	in signatory's name and representative	capacity)
STATE OF COLORADO		
COUNTY OF OURAY) 33.	
The foregoing Certific	ate was acknowledged before me this	day of
, A.D. 20_capacity), of (type in Witness my hand and My Commission expire	official seal.	in representative
Surveyor's Certificate:		Notary Public
I, Timothy A. Barnett, supervision and that s conforms to all requir	hereby certify that this plat was preposaid survey is accurate to the best of ements of the Colorado Revised Statute ations, and that all required monument	my knowledge, es, and all applicable
License No. 38404		
Attorney's Certificate:		
practice before the co examined the title of dedicator(s) and owned dedicated free and clo (state record name	, an attorney at local purts of record of Colorado, do hereby all land herein platted and that title to rs, and that the property dedicated here ar of all liens and encumbrances, exce of lienholder, nature of lien and recording.	certify that I have b such land is in the reon has been pt as follows: ng data)
Dated this	_ day of	
	Attorney at Lo	₩.
Engineer's Certificate:	, a Registered Engineer in th	
for this subdivision ar	em, fire protection system and the sto e properly designed, meet the Town of equate to serve the Subdivision shown h 	Ridgway
Certificate of Improve		tion Number
The undersigned, Town improvements and uti Town of Ridgway have specifications of the pursuant to Town sub	ments Completion: Manager of the Town of Ridgway, do ities required by the current Subdivision been installed in this Subdivision in action of the following which have	certify that all Regulations of the cordance with the
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Reception No._____.

<u>Notes</u>

1. All outdoor lighting fixtures shall comply with Town regulations.

2. Each lot is limited to one principal dwelling unit for which applicable excise tax has been paid.

3. The property platted herein, other than streets or other tracts dedicated to the Town, is subject to the Alpenglow CoHousing Declaration of Covenants, Conditions and Restrictions as recorded in the Ouray County Records at Reception No.______.

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

5. The owners of lots 1 through 26 within this subdivision shall be jointly and severally liable for the following:

a. Operation and maintenance of the irrigation system, ditches and pipelines on said lots and the Common Area b. The operation and Maintenance of the storm water system, including maintenance of the grade and unobstructed area of any surface drainage ways, and the detention ponds located in the Common Area. This includes, but is not limited to: pipes, inlets, manholes, and detention facilities. c. Maintenance of landscaping, weed control, structures, bridges, and all other items located in the Common Area.

d. Maintenance of all retaining walls located within lots 1—26 and Common Area.

In the event that said maintenance is not properly performed, the Town of Ridgway may cause the work to be done, assess the cost to the said owners, may certify such charges as delinquent charges to the County Treasurer to be collected similarly to taxes, may record a lien on said lots which may be foreclosed in any lawful manner, or may pursue any other remedy available in order to collect such charges. These obligations shall run with the land and be binding upon all successors in interest to the said lot(s).

6. Soils throughout the Ridgway area have been found to have the potential to swell, consolidate and cave. All owners, contractors, and engineers are required to investigate soil, groundwater, and drainage conditions on a particular lot prior to design and construction. On March 12, 2018, and amended September 7, 2018, Trautner Geotech LLC issued a Geotechnical Engineering Study for the Alpenglow CoHousing Project, Project #55042GE discussing soil characteristics in the Alpenglow CoHousing Community which all owners, contractors and engineering are encouraged to obtain and review prior to building. By accepting a deed to real property located in this subdivision, the owners of land herein agree to hold the Town of Ridgway harmless from any claim related to soils conditions present in this subdivision.

7. Any driveways owned by: 1) the owners' association, if any, or 2) jointly held by the owners of more than one division of real property located in the Alpenglow CoHousing Subdivision, or 3) subject to a reciprocal driveway use or access agreement or plat note, shall be jointly responsible for the maintenance of said driveways, unless said maintenance responsibilities are addressed by this subdivision's Covenants Conditions and Restrictions, if any, filed with the Ouray County Clerk and Recorder's Office for the County of Ouray, Colorado, in which case said driveway maintenance shall be as set forth in said Covenants Conditions and Restrictions. This provision shall run with the land in the Alpenglow CoHousing Subdivision, and shall be a benefit and a burden to the owners of all lots final platted thereon, and shall be applicable to said owners, their successors, heirs, and assigns, and all parties claiming by through or under them.

8. Common elements. Duplexes

A. The unit owners shall be individually and severally responsible for the maintenance and repair of all Common Elements, except any Limited Common Elements, which shall be subject to the maintenance and repair obligations of the respective unit.

B. The units depicted on this plat shall have uniform exterior appearance. Future improvements, modifications and repair to the units' exteriors shall be done in accordance with any applicable covenants and regulations of the owner's association, and performed in such a manner as to ensure uniformity and compatibility of the exterior of the units.

C. Easements are reserved on, over, and under the Common Elements and the units as shown on the Plat, for construction, maintenance and repair of public utilities.

D. Party Walls exist over and along the common boundaries between the units. The unit owners shall be deemed to own the necessary easements for the perpetual lateral and subjacent support, maintenance and repair of the respective Party Wall with equal rights of joint use.

9. The 10' Public Pedestrian/Non-Motorized Easement is hereby dedicated, granted and conveyed to the Town of Ridgway for the use of the public for recreational uses as authorized by the Town.

The Town will provide for maintenance of any future recreation path on the 10' Public Pedestrian/Non-Motorized Easement as it deems appropriate in accordance with Town budgets and regulations and has a right of access to do so. No improvements may be installed on the 10' Public Pedestrian/Non-Motorized Easement which would restrict the Town's access. The individual lot owners are jointly and severally liable for the proper maintenance of the Common Area including that portion within the 10' Public Pedestrian/Non-Motorized Easement outside of the paved path in accordance with applicable Town ordinances. Such maintenance may be performed by an owners association. In the event that such maintenance is not properly performed or in order to abate any nuisance thereon, the Town may cause the maintenance to be done, assess the costs thereof against the lots in this subdivision or certify such amounts as a delinquent charge to the County Treasurer to be collected similarly as taxes against the lots in this subdivision, or collect such costs from the owners in any lawful manner.

10. The zoning of this property is HB, as shown on the Town's Official Zoning Map, and defined and described by the Town of Ridgway Municipal Code at the time of approval and recordation of this plat, and is subject to change.

11. Basis of Bearings: Bearings shown hereon are based on a bearing of South 09° 32' 16" East, between the Northwest Corner of Parcel A and the Southwest Corner of the Liddell—Stanton Business Park Subdivision Plat, both corners being monumented as shown hereon.

12. Date of field survey: March, 2019

13. Units of linear measurements are displayed in US Survey Feet.

14. SGM will not be responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.

15. The property shown hereon is subject to all easements, rights—of—way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to ownership, easement and other encumbrances of record has been taken from the title insurance commitment issued by Land Title Guarantee Company, Commitment No. OUC85004719—10, having an effective date of October 2, 2017.

16. Vertical Information:

Datum: Elevation information shown hereon is based upon that Topographic Survey supplied by Monadnock Mineral Services, performed on November 30, 2017, NAVD88 Datum, and relative to a benchmark elevation of 6992.35 feet at National Geodetic Survey (NGS) Benchmark "K19" (PID JL0358) and relative to a Site Benchmark with an elevation of 6993.96 feet at the top of the aluminum cap at the northwest corner of Parcel A as shown hereon.

Contour Interval: 2 Feet.

17. Utility information shown hereon is based upon that Topographic Survey supplied by Monadnock Mineral Services, performed on November 30, 2017.

18. Property Description shown heron is based on the corrected legal description supplied by Monadnock Mineral Services on March 13, 2019.

19. Any landscaping or improvements located within any public utility easement shall not be the responsibility of the Town of Ridgway. Additionally, the cost of any removal and replacement of such landscaping improvements will be assessed to the Home Owner's Association in the event of needed utility repairs, maintenance, replacement, ect..

20. Sidewalk and curb and gutter is required along the right of way abutting Lot A on South Railroad between Sherman St. and the Alpenglow Cohousing Subdivision Street/Alley. These improvements shall be required on Civil plans for review when building permits are submitted for the parcel, and will be accepted by the Town of Ridgway prior to issuance of a Certificate of Occupancy by the town for any new construction. Should construction or transfer of ownership not occur within 10 years of the filing of this plat, construction of said improvements shall be the sole responsibility of the Alpenglow Cohousing Home Owners

21. The entire area of the Common Area, Limited Common Elements, and Lots 1 to 26 shall be subject to a blanket perpetual, non—exclusive easement for the use and benefit of all of Lots 1—26, excluding Parcel A. This easement is for drainage and underground utilities including, but not limited to, electric, gas, water, sanitary sewer, storm sewer, phone and cable.

22. Some lots are served by a commonly—owned sewer line that is connected to the Town of Ridgway sewer system. The HOA or the owners of the lots shall be jointly and severally responsible for any maintenance, repair, and or replacement of the common sewer line. The Town of Ridgway shall bear no responsibility for the repair and upkeep of these commonly—owned sewer lines.

Irt, Suite 250 20 81506

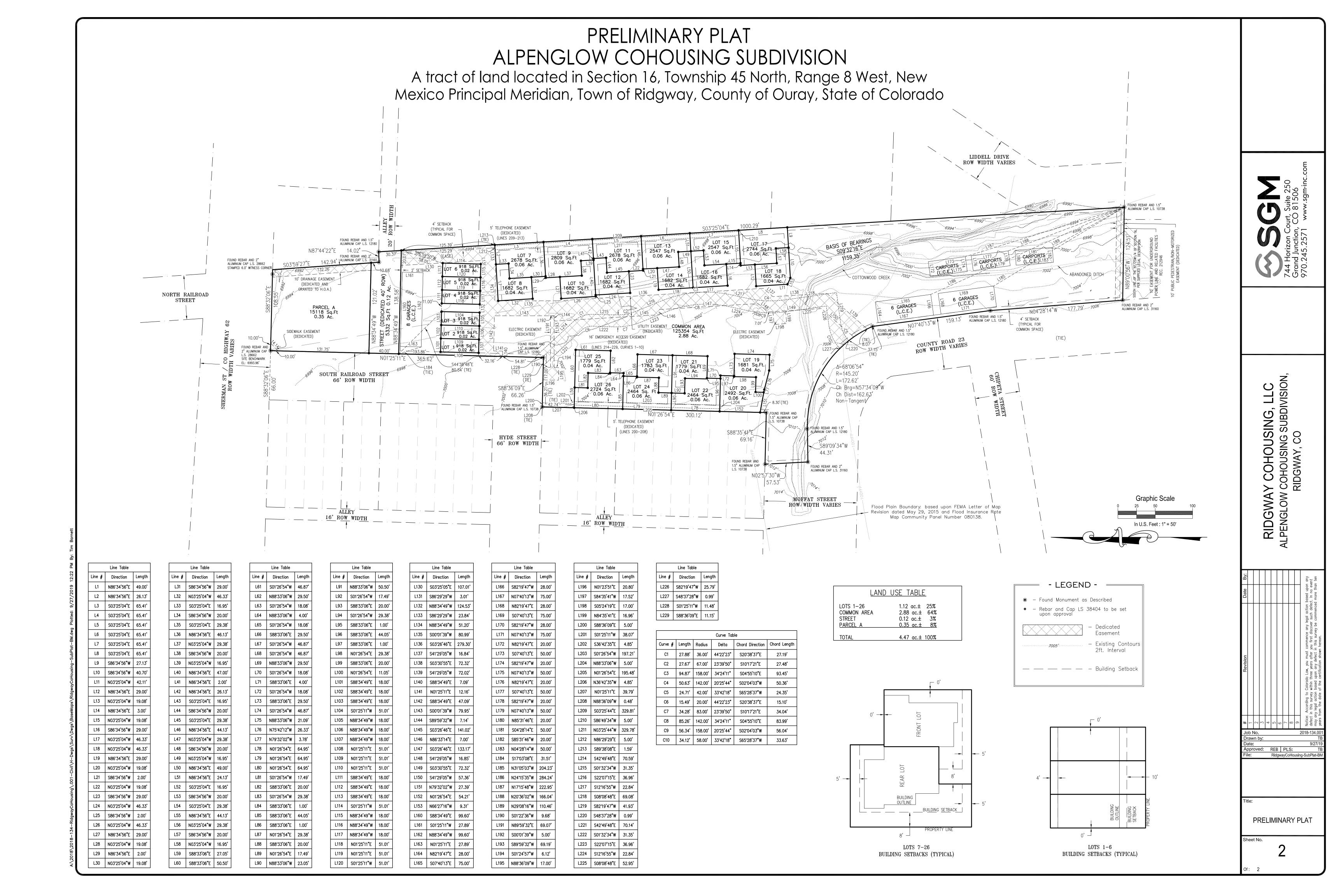
744 Horizon Court, Suite 2 Grand Junction, CO 8150, 970.245.2571 www.sgn

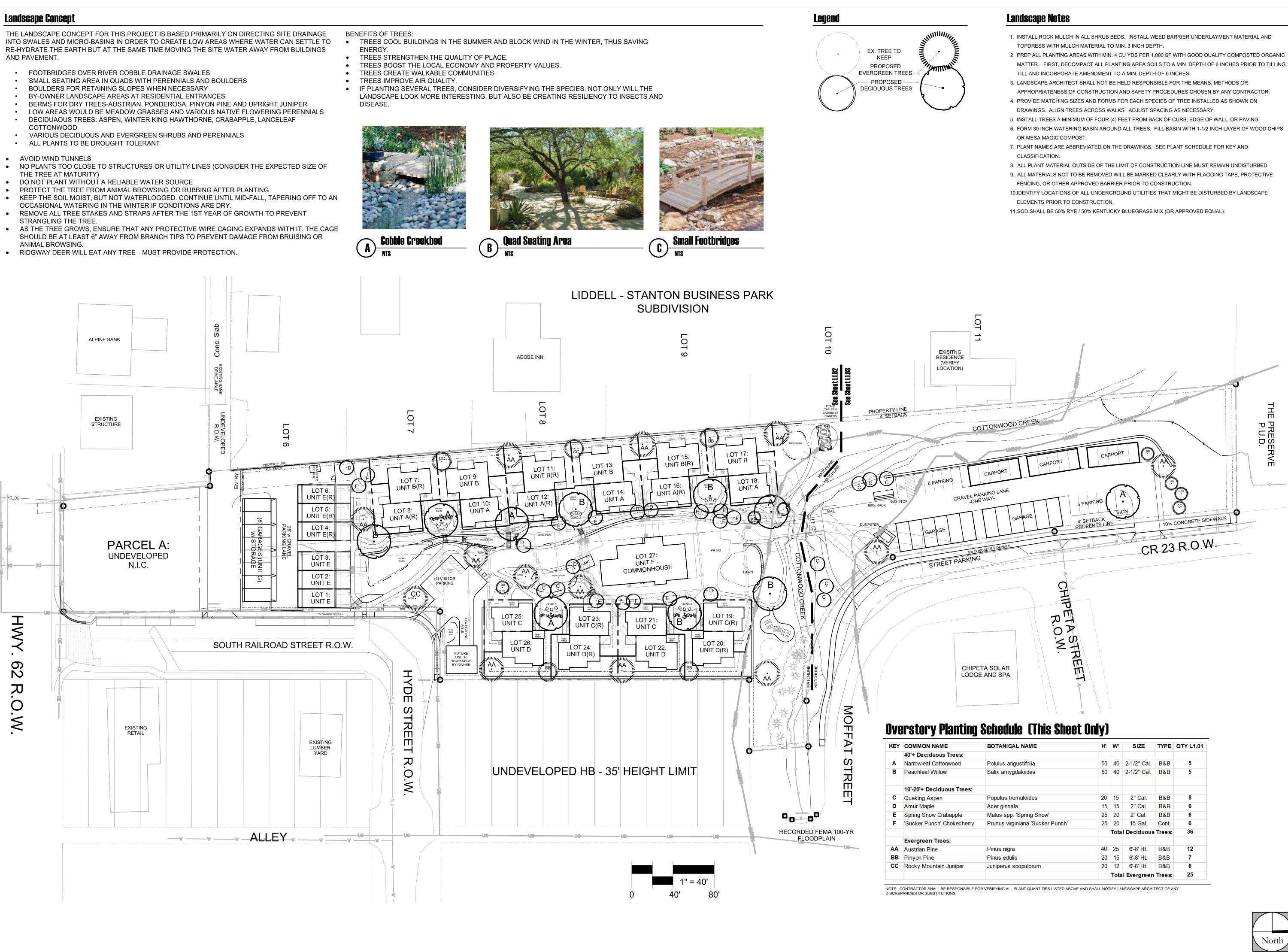
RIDGWAY COHOUSING, LLC ALPENGLOW COHOUSING SUBDIVISION, RIDGWAY, CO

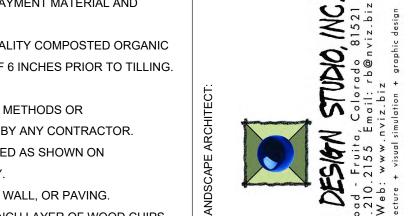
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Nevision										Notice: According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey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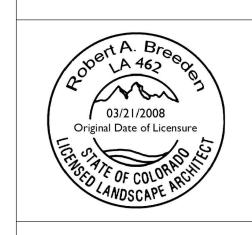
PRELIMINARY PLAT

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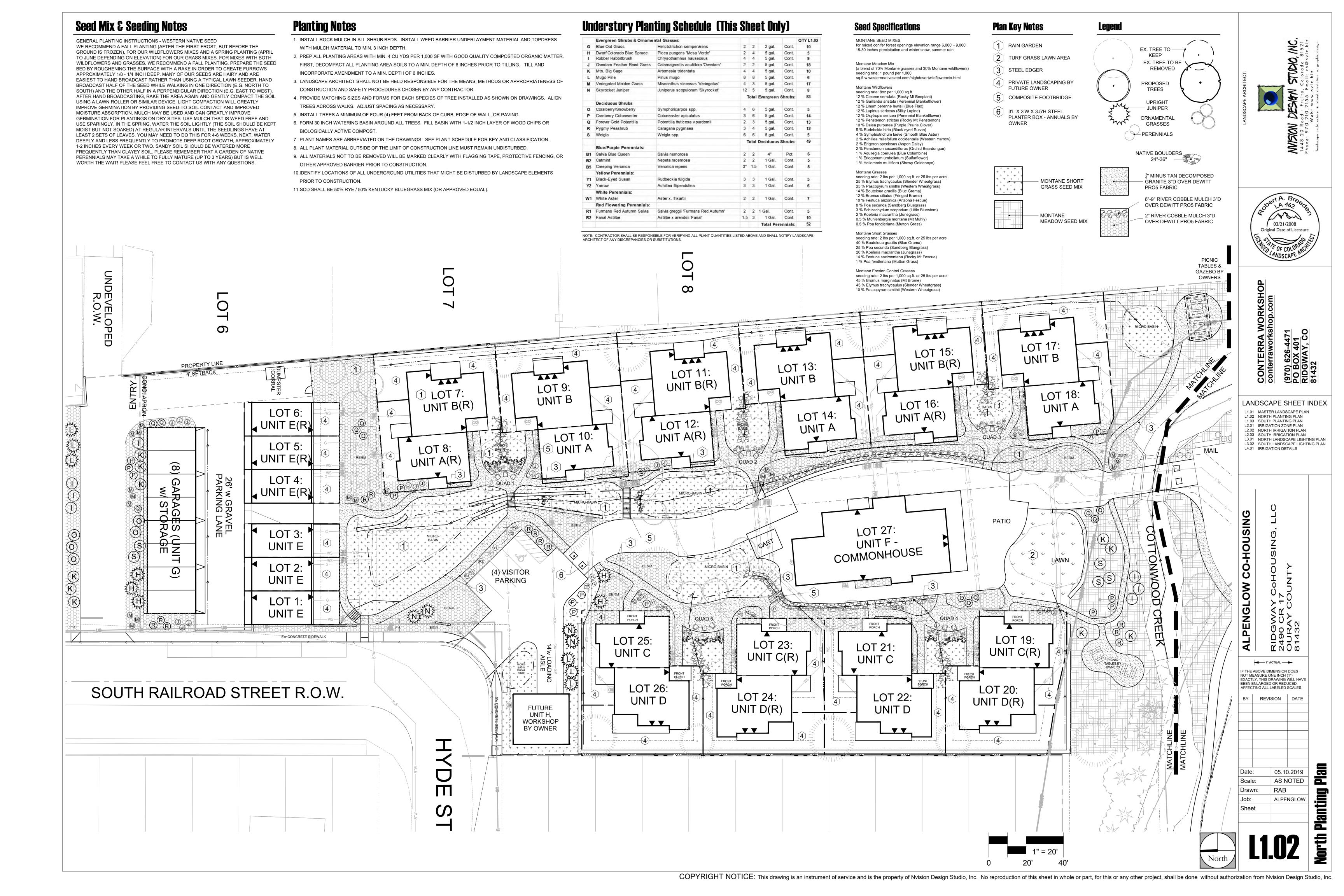
LANDSCAPE SHEET INDEX L1.01 MASTER LANDSCAPE PLAN
L1.02 NORTH PLANTING PLAN
L1.03 SOUTH PLANTING PLAN
L2.01 IRRIGATION ZONE PLAN
L2.02 NORTH IRRIGATION PLAN
L2.03 SOUTH IRRIGATION PLAN L3.01 NORTH LANDSCAPE LIGHTING PLAN L3.02 SOUTH LANDSCAPE LIGHTING PLAN L4.01 IRRIGATION DETAILS

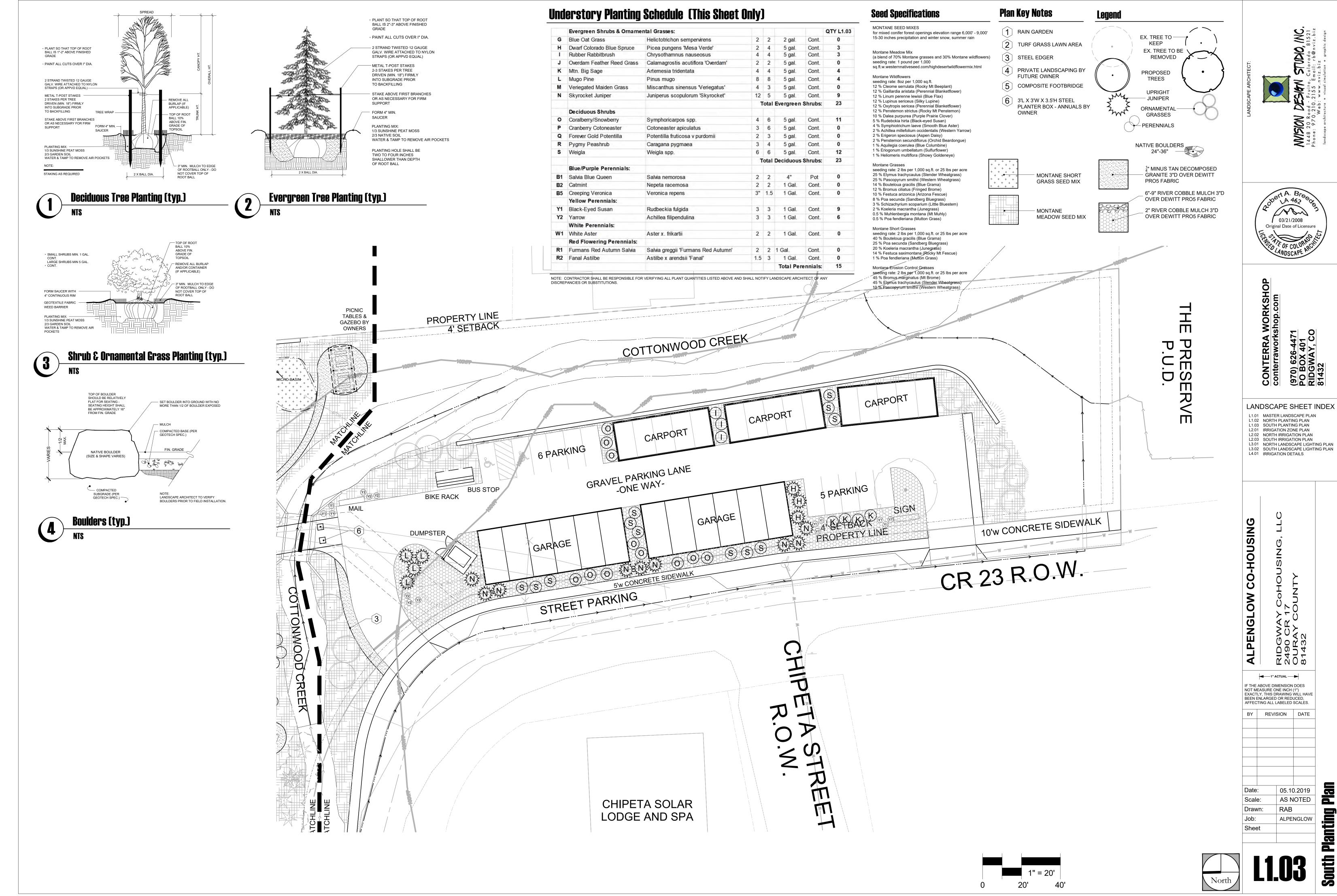
1" ACTUAL — IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES BY REVISION DATE

05.10.2019 AS NOTED Drawn: RAB Job: ALPENGLOW









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Irrigation Notes

ADOBE INN

ALPINE BANK

HWY.

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O. ≪ 1. VERIFY OPERATING PRESSURE AT POINT OF CONNECTION PRIOR TO INSTALLATION OF THE IRRIGATION SYSTEM. NOTIFY PLAN PREPARER IF MEASURED PRESSURE IS MORE THAN 95 P.S.I. OR LESS THAN 60 P.S.I. THE SYSTEM IS DESIGNED FOR AN OPERATING PRESSURE OF 60 P.S.I. AND A FLOW RATE AT INLET PIPE OF 12 GPM. VERIFY ALL FLOW RATES ON-SITE PRIOR TO INSTALLATION.

2. NOTIFY LANDSCAPE ARCHITECT SIX (6) DAYS PRIOR TO INSTALLATION FOR A PRE-INSTALLATION CONFERENCE AND FIELD REVIEW COORDINATION FOR TRENCH DEPTHS, ASSEMBLY REVIEW, PRESSURE TESTS, COVERAGE TESTS, PRE-MAINTENANCE AND FINAL REVIEWS.

3. A CONTINUITY TEST WILL BE REQUIRED FOR CONTROL WIRE STUBOUTS. NO SUBSTITUTIONS WILL BE ALLOWED WITHOUT PRIOR WRITTEN APPROVAL FROM THE PLAN PREPARER.

4. INSTALL ALL EQUIPMENT IN ACCORDANCE WITH LOCAL CODES, MANUFACTURERS AND INSTRUCTIONS. AVOID ANY CONFLICTS BETWEEN SPRINKLER SYSTEM, PLANTING, AND ARCHITECTURAL FEATURES. NOTIFY PLAN PREPARER, PRIOR TO INSTALLATION, OF ANY AREA OF GRADE DIFFERENCES OR OBSTRUCTIONS NOT INDICATED ON THE PLANS.

5. PRIOR TO CUTTING INTO SOIL, LOCATE ALL CABLES, CONDUITS, SEWERS, AND OTHER UTILITIES OR ARCHITECTURAL FEATURES THAT ARE COMMONLY ENCOUNTERED UNDERGROUND AND TAKE PROPER PRECAUTIONS NOT TO DAMAGE OR DISTURB SUCH IMPROVEMENTS. ANY DAMAGE MADE DURING THE INSTALLATION OF THE IRRIGATION SYSTEM OF THE AFOREMENTIONED ITEMS SHALL BE REPAIRED AND/OR REPLACED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE OWNER AT NO ADDITIONAL EXPENSE TO THE OWNER.

6. LOCATION OF CONTROLLER TO BE DETERMINED AT JOBSITE BY OWNER AND CONTRACTOR (IF APPLICABLE). CONNECT TO EXISTING 120 VOLT ELECTRICAL SUPPLIES. USE THIN WALL METAL CONDUIT ABOVE GRADE. INSTALL PER MANUFACTURERS SPECIFICATIONS. PROVIDE AND INSTALL RECHARGEABLE BATTERY BACK-UP FOR CONTROLLERS. CONTROLLERS SHALL BE PROPERLY GROUNDED PER ARTICLE 250 OF THE NATIONAL ELECTRIC CODE AND CONFORM TO LOCAL REGULATIONS. INSTALL AS DETAILED. SEAL ALL CONDUIT HOLES WITH SILICONE OR EQUAL. PROGRAM CONTROLLERS TO IRRIGATE SLOPES USING MULTIPLE REPEAT CYCLES OF SHORT DURATIONS. CARE SHALL BE TAKEN TO PREVENT RUNOFF OF WATER AND SOIL EROSION DUE TO PROLONGED APPLICATIONS OF

- 7. USE APPROPRIATE SOLVENT AND APPLICATOR, AND PRIMER IF REQUIRED, FOR PIPE SIZE AND TYPE APPLICATIONS. APPLY PER MANUFACTURER'S RECOMMENDATIONS.
- 8. INSTALL ALL ELECTRIC VALVES, PRESSURE REGULATORS, BALL OR GATE VALVES, PIPING, BACKFLOW PREVENTION DEVICES (IF APPLICABLE), CONTROLLERS PER MANUFACTURERS SPECIFICATIONS.

LIDDELL - STANTON BUSINESS PARK

SUBDIVISION

- 9. INSTALL FLOOD BUBBLERS ON UP HILL SIDE OF PLANT AND/OR WITHIN PLANT WELL.
- 10. POLYETHYLENE PIPE (IF APPLICABLE) INSTALLED SHALL BE PRODUCED FROM ALL VIRGIN UNION CARBIDE RESIN.
- 11. MAINTENANCE CONSIDERATIONS:
 A. FILTER CLEANING AND FLUSHING SHOULD START OUT AS A MONTHLY PROCEDURE AND
- CONTINUE AS NEEDED AFTER SIX (6) MONTHS.

 B. VISUALLY CHECK FOR INDICATIONS OF PIPE BREAKS OR CLOGGED EMITTERS OR OUTLETS.

 C. WATER QUALITY SHOULD BE MEASURED ON A QUARTERLY BASIS AND AMENDMENTS ADDED AS NECESSARY TO ENSURE THE SURVIVAL RATE OF THE PLANT MATERIAL.

12. ALL WIRING UNDER PAVEMENT SHALL BE INSTALLED IN PVC SCHEDULE 40 ELECTRICAL CONDUIT. ELECTRICAL CONDUIT SHALL EXTEND TWELVE INCHES (12") BEYOND EDGE OF PAVEMENT OR CURB. CONTRACTOR HAS THE OPTION TO INSTALL PVC SCHEDULE 40 SLEEVING FOR ALL PIPING UNDER ASPHALT AND CONCRETE PAVEMENTS AT HIS OWN EXPENSE. INSTALL SAND FOR BACKFILL IN ASPHALT PAVEMENT AREAS TO 6" COVER ABOVE PIPE. SURROUND PIPE WITH SAND IN AREAS WHERE ROCKY TERRAIN IS ENCOUNTERED.

13. ALL VALVE CONTROL WIRE SHALL BE MINIMUM NO. 14 AWG COPPER UL APPROVED FOR DIRECT BURIAL IN GROUND. CONNECT WIRES AS DETAILED PER MANUFACTURERS SPECIFICATIONS. RUN ONE (1) EXTRA CONTROL WIRE OF DIFFERENT COLOR THROUGH ALL VALVE LOCATIONS FROM EACH CONTROLLER. EACH WIRE AT VALVES SHALL HAVE 24" EXCESS COILED LOOP. TAPE WIRES IN BUNDLES EVERY TEN FEET (10').

EXISITNG

RESIDENCE (VERIFY LOCATION) 14. ALL PIPES SHALL BE TESTED AT 125% OF DESIGN PRESSURE FOR 1 HOUR. ADD WATER SLOWLY TO PIPES TO AVOID WATER HAMMER DAMAGE, BLEED SYSTEM TO INSURE ALL AIR IS OUT OF PIPES AND PRESSURIZE SYSTEM TO LEVELS STATED ABOVE. VISUALLY INSPECT FOR LEAKS WHILE SYSTEM IS HOLDING PRESSURE CONSTANT.

15. ALL BACKFILL MATERIAL SHALL BE FREE OF ROCKS, CLODS, AND OTHER EXTRANEOUS MATERIALS. COMPACT BACKFILL TO ORIGINAL DENSITY OF SOIL.

16. AT JOB COMPLETION, SUPPLY OWNER WITH TWO (2) KEYS FOR EACH CONTROLLER.

17. GUARANTEE THE IRRIGATION SYSTEM AGAINST DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE.

18. INSTALL PUMP, CONTROLLER, AND RELAY SWITCH PER MFR. INSTRUCTIONS.

Reduced Pressure Backflow Assembly (RPBA)

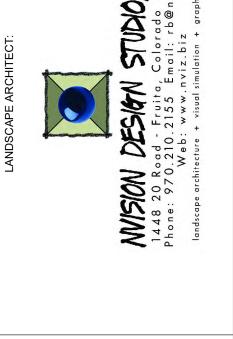
ONLY ONE RPBA IS REQUIRED TO SERVE THE WHOLE SYSTEM; CONTROL VALVES CAN BE LOCATED DOWNSTREAM OF (AFTER) THE RPBA.

• RPBAS MUST BE INSTALLED A MINIMUM OF 12" ABOVE GROUND LEVEL.

 RPBAS MUST BE TESTED BY A STATE CERTIFIED BACKFLOW PREVENTER TESTER AT THE TIME OF INSTALLATION, ANNUALLY, AND WHEN MOVED OR REPAIRED.

IN AN RPBA-EQUIPPED SYSTEM, FERTILIZER AND OTHER AGRICULTURAL CHEMICALS MAY BE INTRODUCED DOWNSTREAM OF (AFTER) THE RPBA (FOR IRRIGATION SYSTEMS ONLY).

RPBA MAXIMUM DESIGN FLOW FOR RESIDENTIAL SYSTEMS ON A ¾ INCH SERVICE AND METER SHOULD NOT EXCEED 15 GALLONS PER MINUTE (GPM). HIGHER FLOWS CAN DAMAGE THE METER. ALL DEVICES SHOULD BE INSTALLED IN A MANNER THAT ALLOWS ADEQUATE CLEARANCE FOR TESTING AND REPAIRS. BEFORE INSTALLING A NEW SPRINKLER SYSTEM THAT WILL USE DOMESTIC WATER, THE OWNER OR OWNER'S REPRESENTATIVE IS REQUIRED TO GET A BUILDING PERMIT FROM THE LOCAL BUILDING DEPARTMENT.





CONTERRA WORKSHOl conterraworkshop.com (970) 626-4471 PO BOX 401 RIDGWAY. CO

LANDSCAPE SHEET INDEX

L1.01 MASTER LANDSCAPE PLAN
L1.02 NORTH PLANTING PLAN
L1.03 SOUTH PLANTING PLAN
L2.01 IRRIGATION ZONE PLAN
L2.02 NORTH IRRIGATION PLAN
L2.03 SOUTH IRRIGATION PLAN

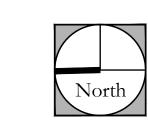
L1.03 SOUTH PLANTING PLAN
L2.01 IRRIGATION ZONE PLAN
L2.02 NORTH IRRIGATION PLAN
L2.03 SOUTH IRRIGATION PLAN
L3.01 NORTH LANDSCAPE LIGHTING PLAN
L3.02 SOUTH LANDSCAPE LIGHTING PLAN
L4.01 IRRIGATION DETAILS

ALPENGLOW CO-HOUSING
RIDGWAY COHOUSING, LLC
2490 CR 17
DURAY COUNTY

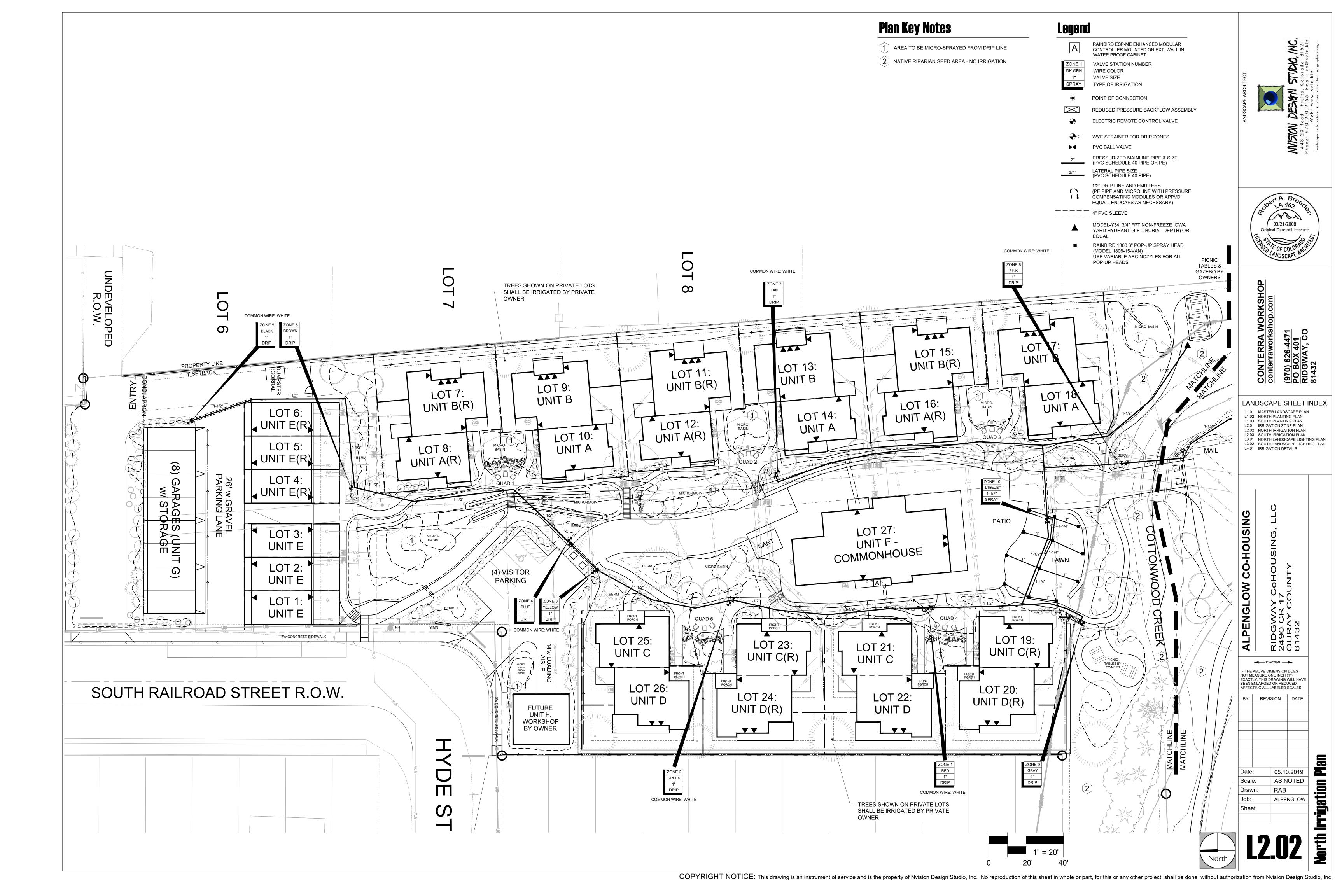
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NOT MEASURE ONE INCH (1")
EXACTLY, THIS DRAWING WILL HAVE
BEEN ENLARGED OR REDUCED,
AFFECTING ALL LABELED SCALES.

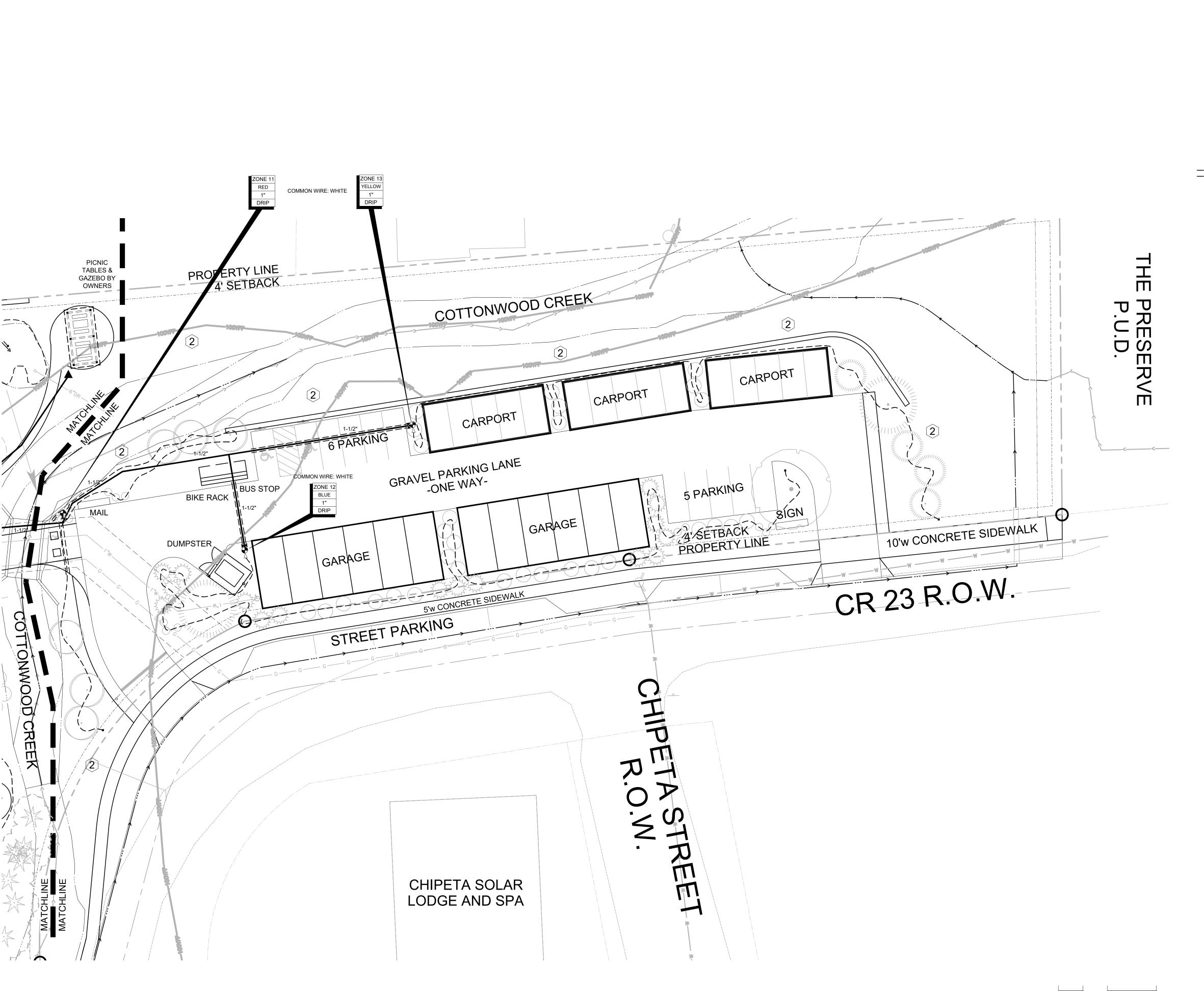
BY REVISION DATE

Date: 05.10.2019
Scale: AS NOTED
Drawn: RAB
Job: ALPENGLOW









1 AREA TO BE MICRO-SPRAYED FROM DRIP LINE

Plan Key Notes

2 NATIVE RIPARIAN SEED AREA - NO IRRIGATION

Legend

A

RAINBIRD ESP-ME ENHANCED MODULAR CONTROLLER MOUNTED ON EXT. WALL IN WATER PROOF CABINET



1 VALVE STATION NUMBER
N WIRE COLOR
VALVE SIZE
Y TYPE OF IRRIGATION

POINT OF CONNECTION

REDUCED PRESSURE BACKFLOW ASSEMBLY

ELECTRIC REMOTE CONTROL VALVE

WYE STRAINER FOR DRIP ZONES

■ PVC BALL VALVE

PRESSURIZED MAINLINE PIPE & SIZE (PVC SCHEDULE 40 PIPE OR PE)

LATERAL PIPE SIZE

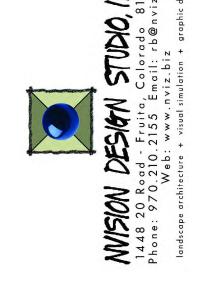
LATERAL PIPE SIZE
(PVC SCHEDULE 40 PIPE)

1/2" DRIP LINE AND EMITTERS
(PE PIPE AND MICROLINE WITH PRESSURE

> MODEL-Y34, 3/4" FPT NON-FREEZE IOWA YARD HYDRANT (4 FT. BURIAL DEPTH) OR EQUAL

COMPENSATING MODULES OR APPVD.

RAINBIRD 1800 6" POP-UP SPRAY HEAD (MODEL 1806-15-VAN) USE VARIABLE ARC NOZZLES FOR ALL POP-UP HEADS





CONTERRA WORKSHOP conterraworkshop.com
(970) 626-4471
PO BOX 401
RIDGWAY, CO
81432

LANDSCAPE SHEET INDEX

L1.01 MASTER LANDSCAPE PLAN
L1.02 NORTH PLANTING PLAN
L1.03 SOUTH PLANTING PLAN
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L2.03 SOUTH IRRIGATION PLAN
L2.03 SOUTH IRRIGATION PLAN
L3.01 NORTH LANDSCAPE LIGHTING PLAN
L3.02 SOUTH LANDSCAPE LIGHTING PLAN
L4.01 IRRIGATION DETAILS

LPENGLOW CO-HOUSING

DGWAY COHOUSING, LLC
190 CR 17
URAY COUNTY

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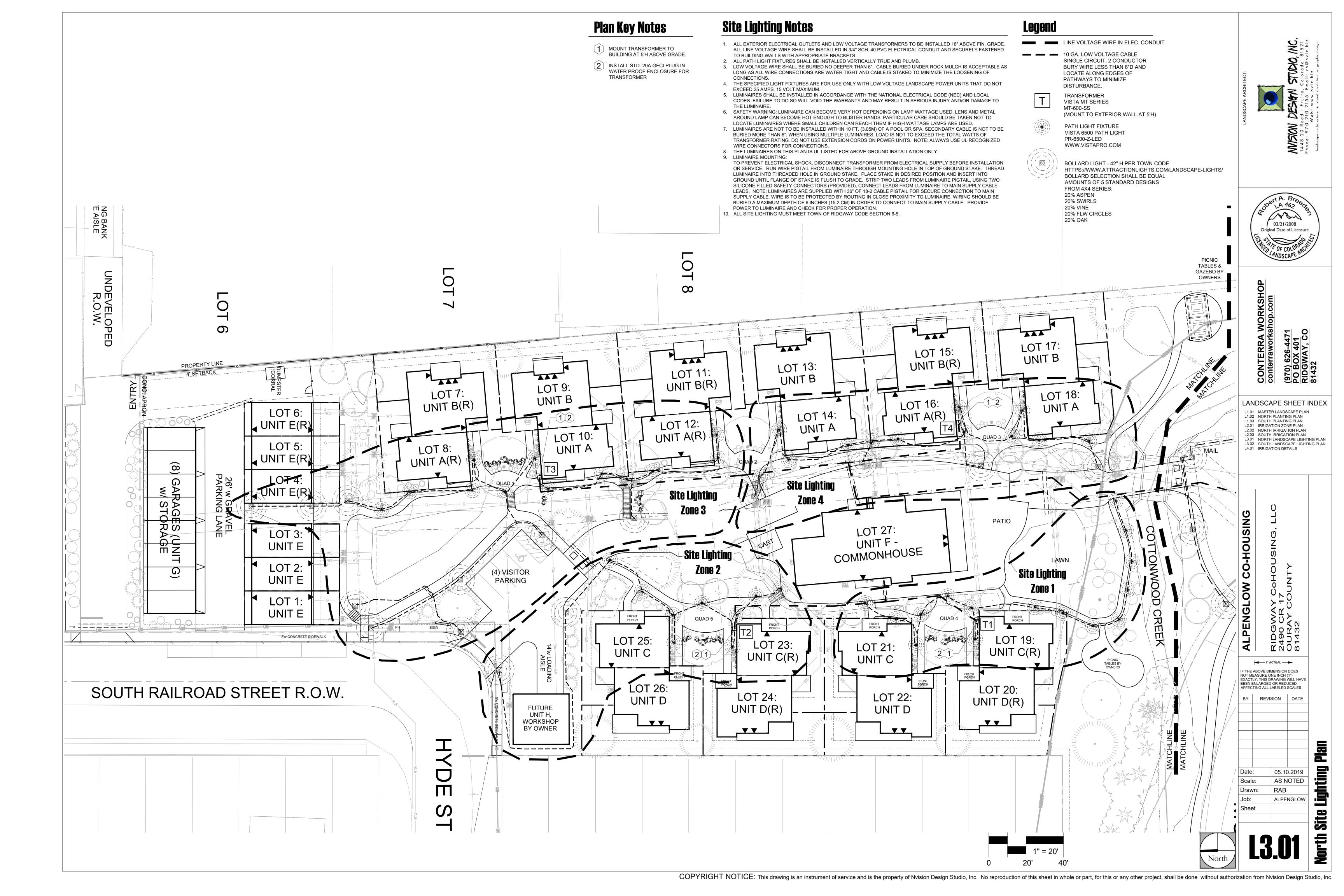
BY REVISION DATE

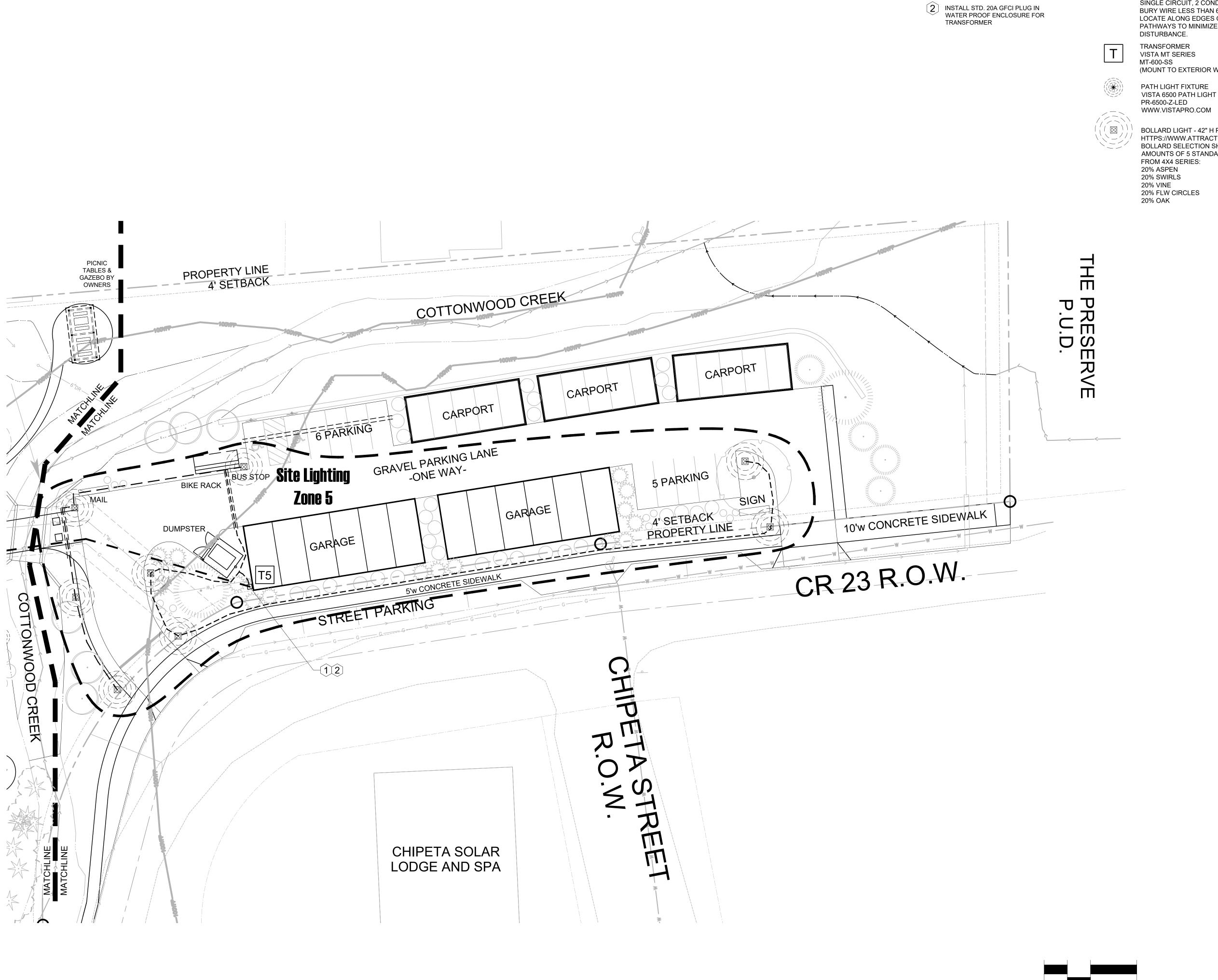
Date: 05.10.2019
Scale: AS NOTED
Drawn: RAB
Job: ALPENGLOW

North

Date: 05.10.2019
Scale: AS NOTED
Drawn: RAB
Job: ALPENGLOW
Sheet

L2.03





Legend

Plan Key Notes

MOUNT TRANSFORMER TO BUILDING AT 5'H ABOVE GRADE.

LINE VOLTAGE WIRE IN ELEC. CONDUIT

10 GA. LOW VOLTAGE CABLE SINGLE CIRCUIT, 2 CONDUCTOR BURY WIRE LESS THAN 6"D AND LOCATE ALONG EDGES OF PATHWAYS TO MINIMIZE

(MOUNT TO EXTERIOR WALL AT 5'H) PATH LIGHT FIXTURE

BOLLARD LIGHT - 42" H PER TOWN CODE HTTPS://WWW.ATTRACTIONLIGHTS.COM/LANDSCAPE-LIGHTS/ BOLLARD SELECTION SHALL BE EQUAL AMOUNTS OF 5 STANDARD DESIGNS

FROM 4X4 SERIES: 20% FLW CIRCLES

03/21/2008 Original Date of Licensure

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LANDSCAPE SHEET INDEX

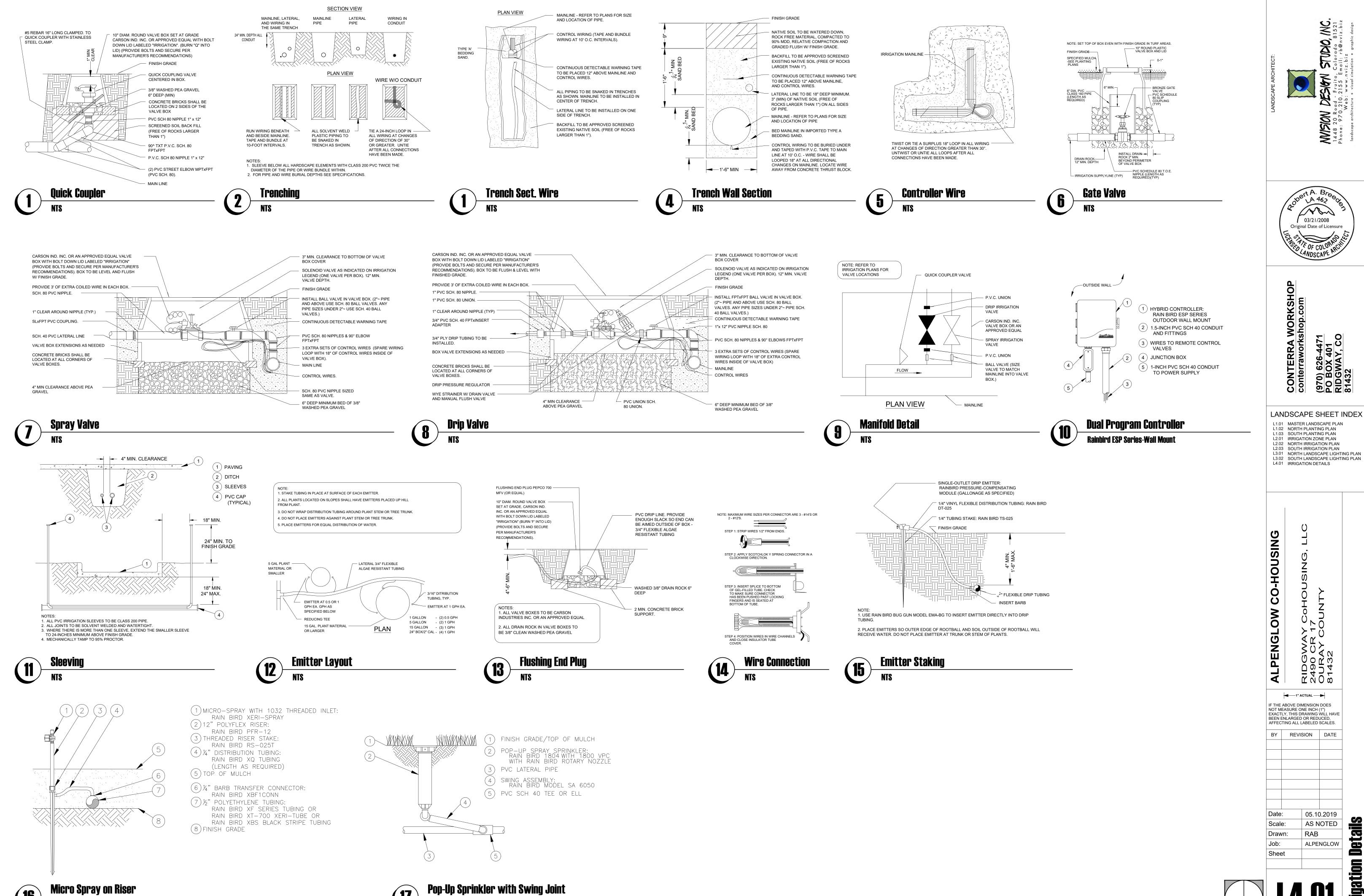
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L2.03 SOUTH IRRIGATION PLAN L3.01 NORTH LANDSCAPE LIGHTING PLAN L3.02 SOUTH LANDSCAPE LIGHTING PLAN L4.01 IRRIGATION DETAILS

IF THE ABOVE DIMENSION DOES NOT MEASURE ONE INCH (1") EXACTLY, THIS DRAWING WILL HAVE BEEN ENLARGED OR REDUCED, AFFECTING ALL LABELED SCALES.

BY REVISION DATE

Job:

Plan



—1" ACTUAL
—▶

05.10.2019

AS NOTED

ALPENGLOW

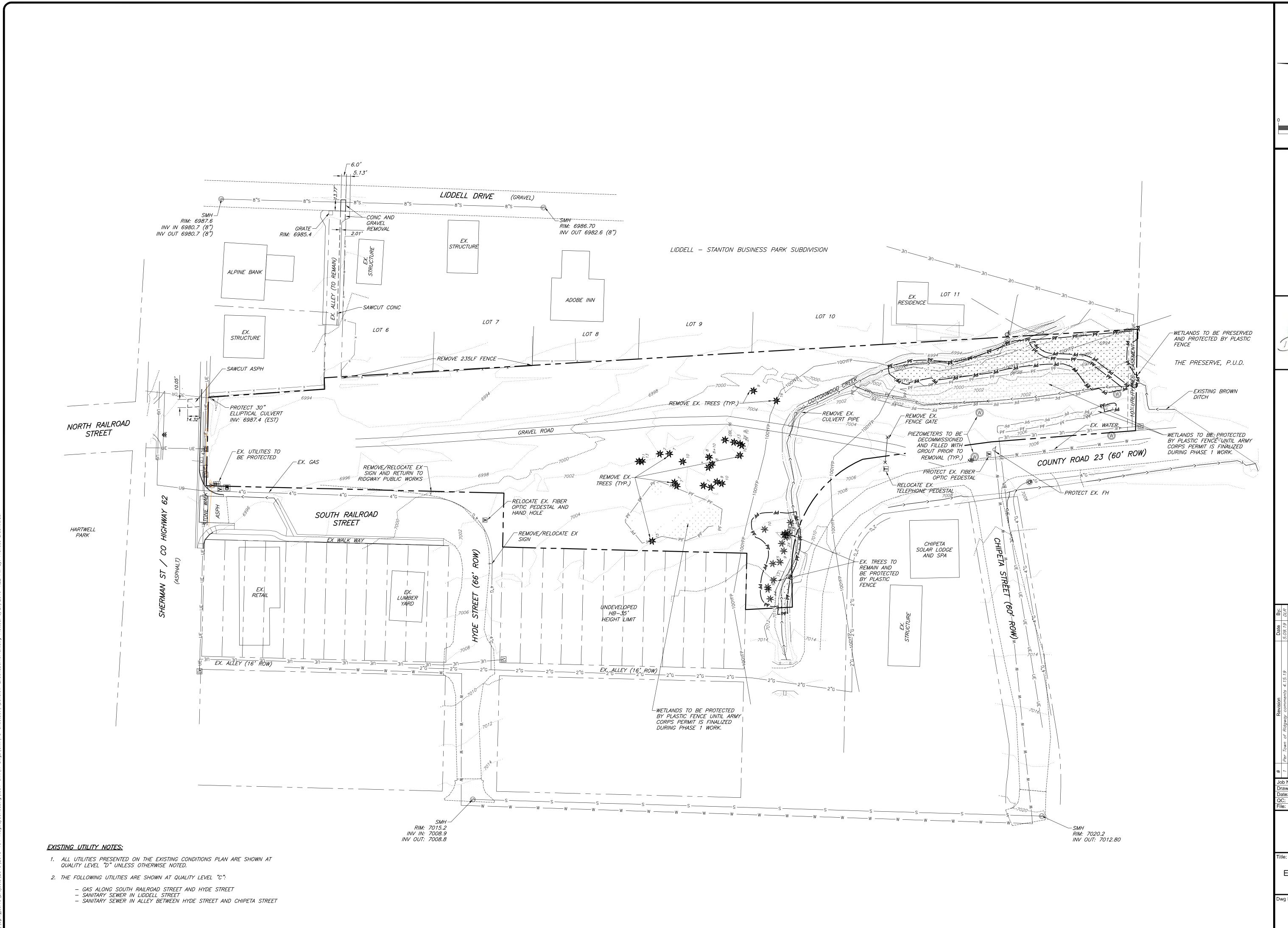
RAB

Details

03/21/2008 Original Date of Licensure

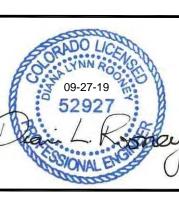
CONTERRA WORKSHOP conterraworkshop.com

For full civil set contact the Town Planner, the following are applicable pages for this hearing



Graphic Scale

In Feet: 1" = 50'

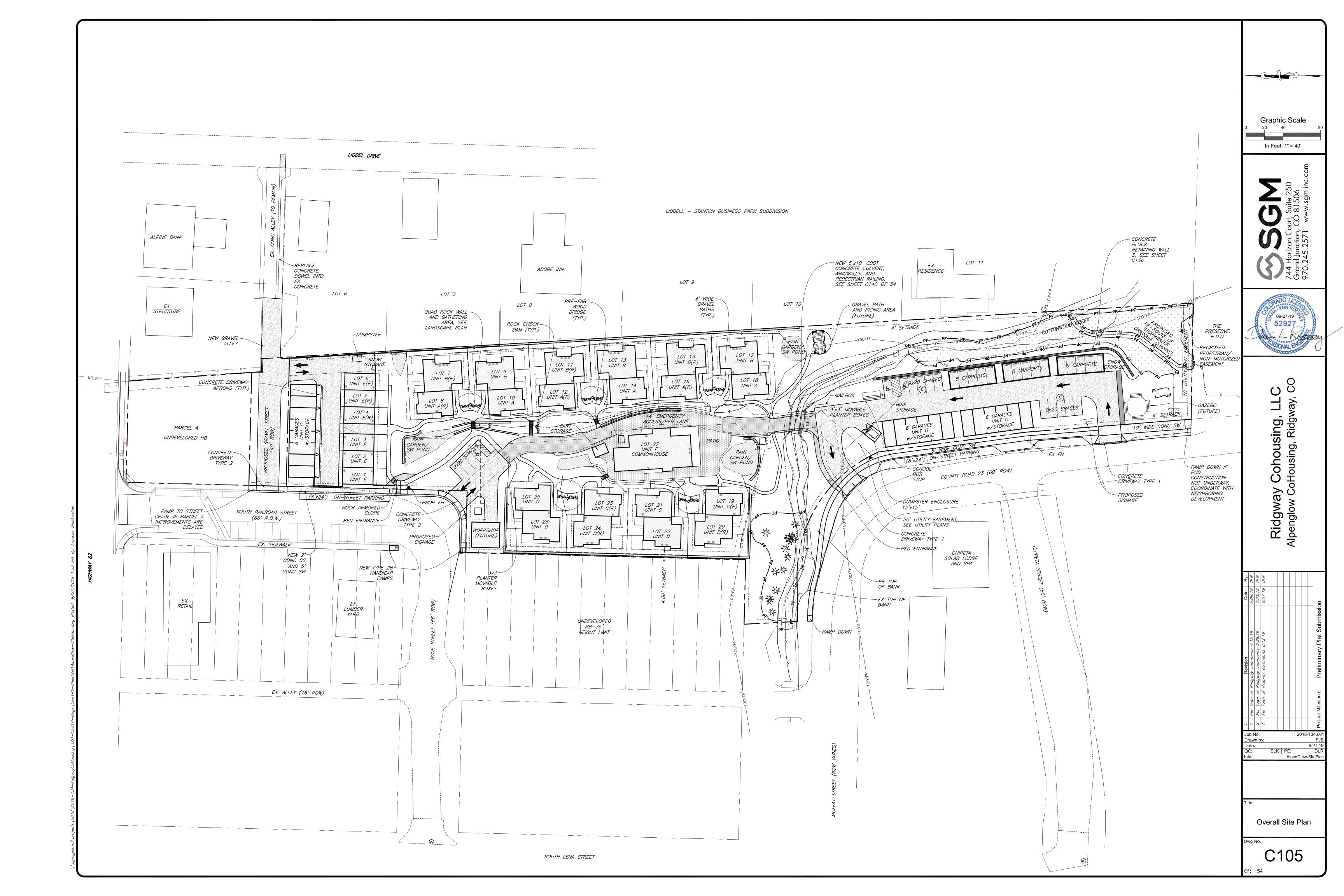


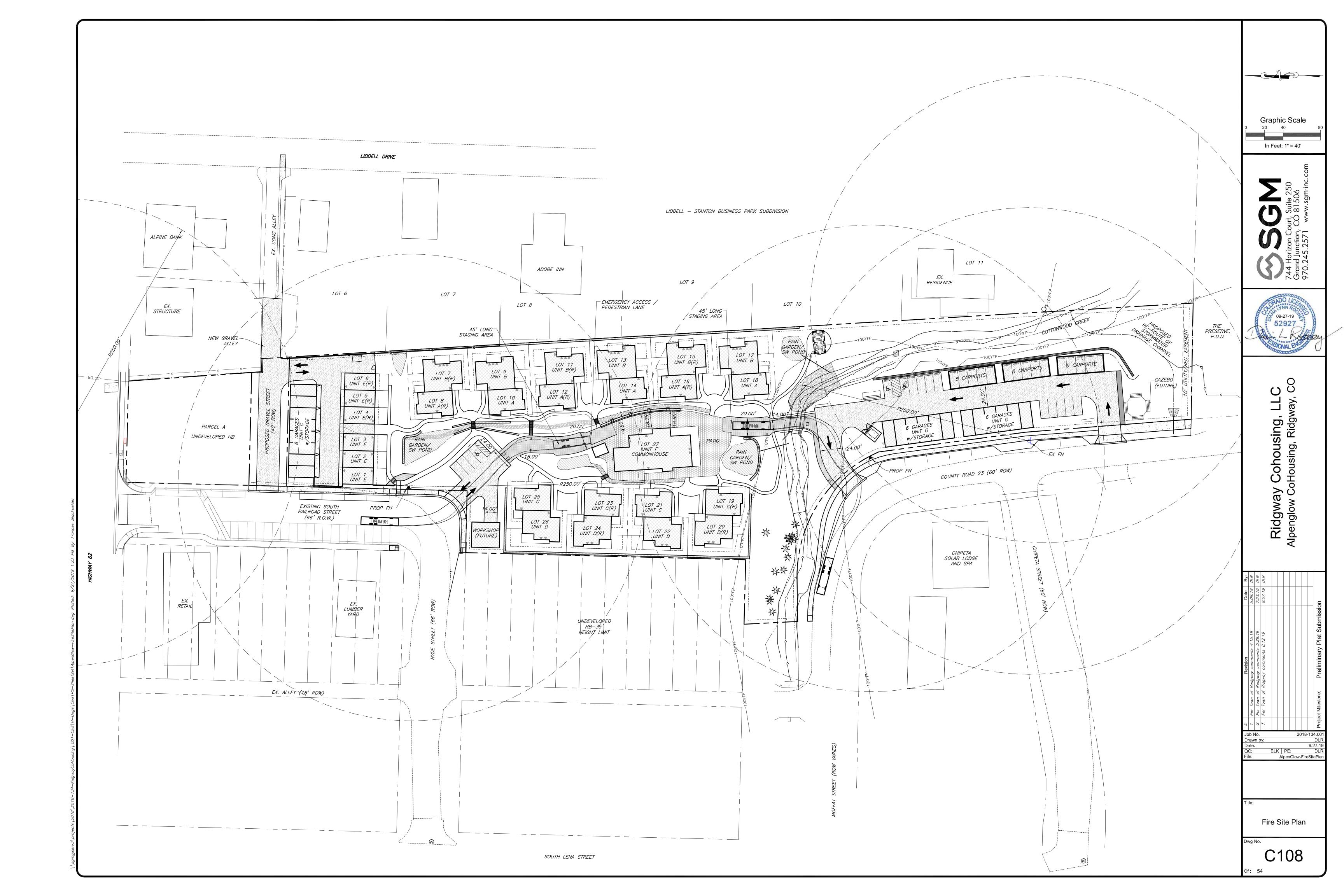
shousing, LL using, Ridgway, Ridgway Alpenglow Co

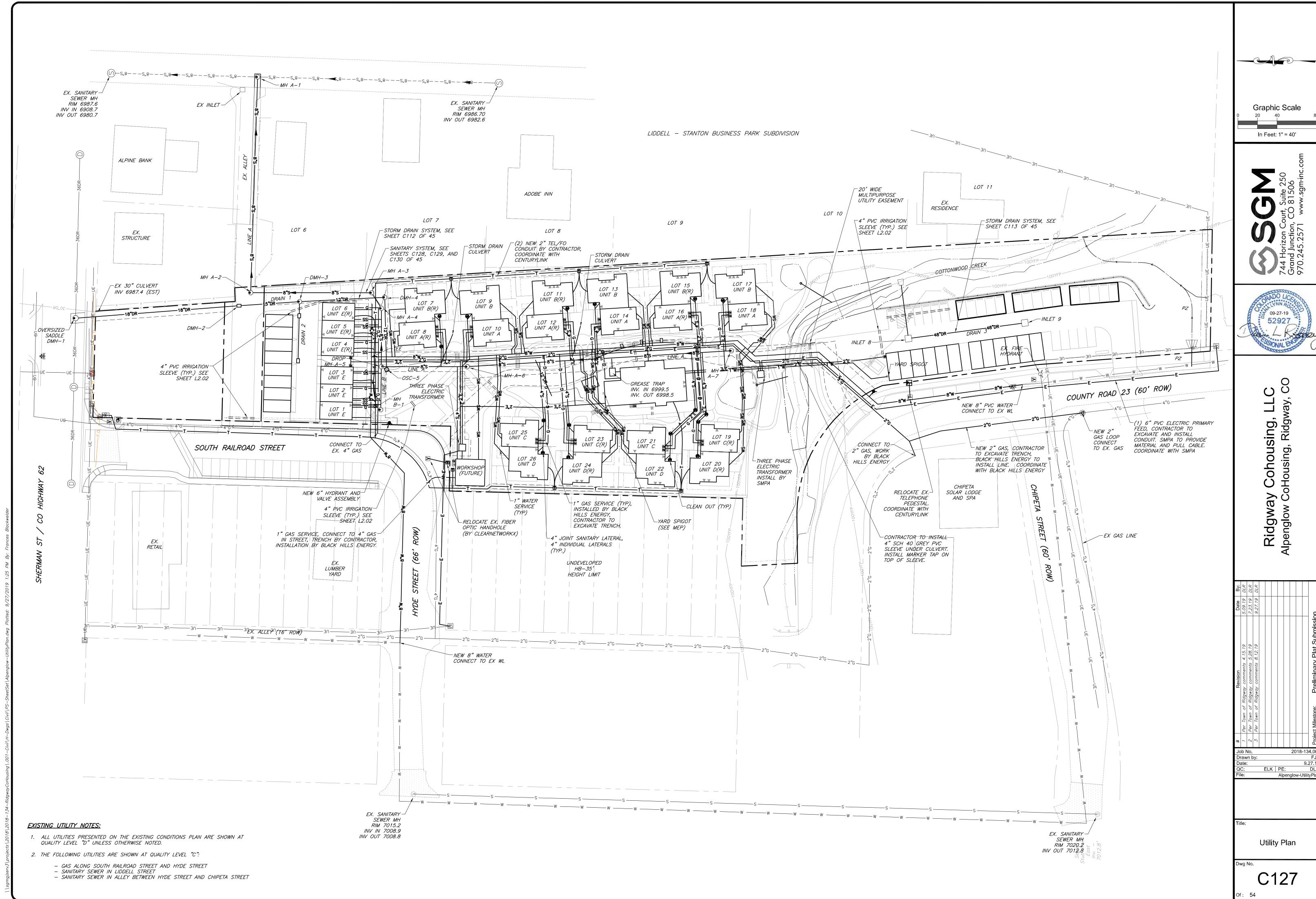
ELK PE: DLR
AlpenGlow-ExCondDemoPlar

Existing Conditions -Demolition Plan

C104









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Montrose, CO 81402

Andrew A. Mueller *Partner*

aam@mountainlawfirm.com

Office: (970) 945-2261 Fax: (970) 945-7336

*Direct Mail to Glenwood Springs Office

November 30, 2017

VIA EMAIL: <u>office2.conterra@gmail.com</u>
Ridgway Cohousing, LLC
Kit Meckel
Conterra Workshop, LLC

Re: Brown Ditch Due Diligence Report

Dear Ridgway Cohousing, LLC:

You retained the firm to research and analyze available evidence related to what appears to be a potential historic ditch located on parts of the real property purchased by Ridgway cohousing, LLC from Railroad Street Station, Inc. in October of 2017.

We have reviewed the following information in performing this due diligence:

- 1. Historic Google Earth imagery covering the years 1993 to 2016;
- 2. Records available in Water Court Case No. W-3040 in Water Division 7, Montrose, Colorado:
- 3. State of Colorado, Division of Water Resource records related to the Brown Ditch as decreed in Case No. W3040 including both the Tabulation and the Structure Summary maintained by the State Engineer's office;
- 4. Real property records available at the Ouray County Clerk and recorder related to the transfer of the Brown Ditch Water rights after the date of the decree.
- 5. The draft affidavit of Thomas Warlick, President of Railroad Street Station, Inc.;
- 6. Title commitment and documents referenced therein prepared by Land Title Guarantee, Inc. dated July 24, 2017, File No. OUC85004719-2; and
- 7. Site Plan Sketch Survey dated June 23, 2017 prepared by Monadnock Mineral Services but not stamped by a licensed surveyor or engineer.

Our discussion contained in this letter and any conclusions expressed herein are based solely upon the above listed evidence. The discovery of additional facts and/or historic evidence contradicting the above records may alter the opinions expressed herein. The opinions expressed herein are intended solely for the benefit of the Ridgway Cohousing, LLC, no third party has any right to rely upon the statements contained herein.

The Subject Property is described as follows:

A tract of land located in Section 16, Township 45 North, Range 8 West, N.M.P.M., Town of Ridgway, County of Ouray, State of Colorado, more particularly described as follows:



Ridgway Cohousing, LLC November 30, 2017 Page 2

Beginning at the Northeast corner of said Block 38 of said Town of

Ridgway; thence South 88°26'12" East 66.00 feet along the South right-of-way line of Sherman Street (Colorado State Highway No. 62)

to the true point of beginning; thence South 88°26' 12" East 108.84 feet to the Northwest corner of a tract described by Quiet Title Decree recorded in Book 212, Page 398, Ouray County public records, and as shown on Boundary Agreement Plat recorded at Reception No. 142777,

Ouray County public records; thence South 03°48' 17" East 142.08 feet to the Southwest corner of the tract described in said Quiet Title Decree and Boundary Agreement Plat; thence South 88°26' 12" East 13.99 feet to the Northwest corner of the alley shown on the Liddell-Stanton Business Park Subdivision Plat recorded at Reception No. 135151, Ouray County public records; thence South 03°28'12" East 1000. 71 feet to the Southwest corner of said subdivision, being the South boundary of the N1/2 SW1/4 of said Section 16; thence North 88°53'49" West 124.54 feet along said South boundary to the East right-of-way line of Ouray County Road No. 23; thence North 04°39'11" West 177.80 feet along said right-of-way; thence North 07°38'18" West 159.40 feet along said right-of-way; thence 172.17 feet along the arc of a non-tangent curve to the left, said curve having a central angle of 67°56'23", a radius of 145.20 feet and chord of North 57°59' 34" West 162.26 feet; thence along the North right-of-way of said Road No. 23 North 88°47'56" West 44.29 feet; thence North 03°48' 17" West 57.52 feet to the South boundary of Block 37 of said Town of Ridgway; thence South 88°26'12" East 68.92 feet to the Southeast corner of said Block 37; thence North 01°33' 48" East 300.00 feet to the Northeast corner of said Block 37:

thence South 88°26' 12" East 66.00 feet; thence North 01°33' 48" East 366.00 feet to the true point of beginning. LESS AND EXCEPT County Road 23 fka State Highway 23, County of Ouray, State of Colorado

The property is vacant and at one point in time appears to have been utilized by the Denver and Rio Grande Railroad for right of way and associated train yard purposes. The property currently has a ditch entering the property from the south and said ditch appears to currently terminate at its intersection with Cottonwood Creek in the southern quadrant of the property. This ditch is shown on the Site Plan Survey prepared in June of 2016 and visible on historic Google Earth imagery. As part of your land use planning efforts you requested that this firm determine if there are any historic water rights and/or ditch easement rights associated with the subject ditch including and most importantly, any possible claim to the use of a ditch right of way north of Cottonwood Creek.

Our review of the above listed resources indicates the following:

In February of 1977, in case No. W-3040, Milton Mitchell and Russell Weihart applied for a water right in the Brown Ditch to divert 2 cubic feet of water per second ("cfs") from a slough (wetland) area located in the approximate location of the current town of Ridgway Soccer Field complex. A copy of that application is included with the email transmitting this letter. In March of 1978, the Water Court issued a decree granting these parties the right to use this water for supplemental irrigation purposes on 29 acres located in the south half of Section 16, Township 45 North, Ranch 8 West, N.M.P.M. A copy of this decree is also conveyed herewith.

The northern line of the south half of section 16 is located just south of the existing location of the Train Depot Building. There is not presently and there has not been irrigated acreage in the south half of section 16 west of the Uncompahgre River for many decades. The irrigated acreage lying east of the Uncompahgre River is owned by Fischer Ranches and has its own source of irrigation water and appears to have never been capable of being irrigated by the Brown Ditch nor was that property owned by Mr. Mitchell and/or Mr. Wiehart in 1978 when this right was created. The only recently irrigated acreage on the west side of the Uncompahgre River which has been potentially irrigated in the recent past is the approximately 16-acre tract of land owned by Echo Properties and historically operated as



Ridgway Cohousing, LLC November 30, 2017 Page 3

part of Charlie Ergen's Telluray ranch operations lying north of the current location of the Ridgway train depot building. This is the same property which today is being converted into a train and ranching history museum. The Echo Property lands are not within the south half of Section 16 and therefore were never legally entitled to the beneficial use of the Brown Ditch water.

There is no evidence of any conveyance structure or flume spanning Cottonwood Creek. Such a flume would have been necessary in order for Brown Ditch water to be conveyed across the northern three quarters of the Subject Property. Normally, we would look to the diversion records of the State of Colorado, Department of Natural Resources, Division of Water Resources ("DWR") to determine the historic diversion and application of water under any water right. Unfortunately, in this instance, the DWR appears to have incorrectly lumped this 1978 Brown Ditch water right in with a more senior Brown Ditch in northern Ouray County located in the vicinity of the Colorado Parks and Wildlife Billy Creek Reserve. Please see the DWR Tabulation which accompanies this report. This 1978 Brown Ditch should have been assigned a separate ID number by the DWR, instead, the State has assigned it the same number, "511" as the much more senior Brown Ditch located in a different part of Ouray County. What this has resulted in is a complete lack of accurate diversion records in this particular Brown Ditch because no DWR personnel have observed and or recorded any actual diversions of water in this ditch.

Based upon the Affidavit of Thomas Warwick and the examination of historic aerial photos, coupled with oral histories of Town employees, there is no indication that water has been conveyed in any ditch structure north of Cottonwood Creek on the subject property for at least 25 years. There is, in the historic aerial photos, however some sign of a historic ditch running generally in a northerly direction from Cottonwood Creek and extending to the Highway 62 right of way. While there is no sign of any recent use of this structure, it may be an indication of the historic Brown Ditch.

While there may have been a historic ditch known as the Brown ditch located on this property north of Cottonwood Creek, there is not an indication that such ditch has been used for many, many years. As such, it is likely that any such ditch right of way has been abandoned through non-use and the evidence seems to indicate that such right has been potentially prescriptively extinguished by the owner of the Subject Property.

At some point in the future, ideally before December of 2018, it may be useful for you to contact the DWR offices in Montrose to request that they correct the tabulation and diversion records for the Brown Ditch decreed in W-3040 and place said ditch on the decennial abandonment list which their office will be formulating in 2018. If the Brown Ditch right is placed on the abandonment list and there is no challenge to that abandonment the right to divert water under this decree would cease and any associated ditch right would be rendered useless. The other option for the owner of the Property is to simply ignore the possibility of a ditch right of way and move forward with development. Based upon the significant period of non-use of any ditch lying north of Cottonwood Creek, and the lack of any recent historic irrigation on the lands subject to the decree, it is extremely unlikely that anyone would appear in the future to assert a ditch easement across the Subject Property and if such an assertion is made at a later date, it is unlikely, given the facts discussed herein, that such an assertion would have any chance of success.



Ridgway Cohousing, LLC November 30, 2017 Page 4

Thank you for the opportunity to provide this information to you.

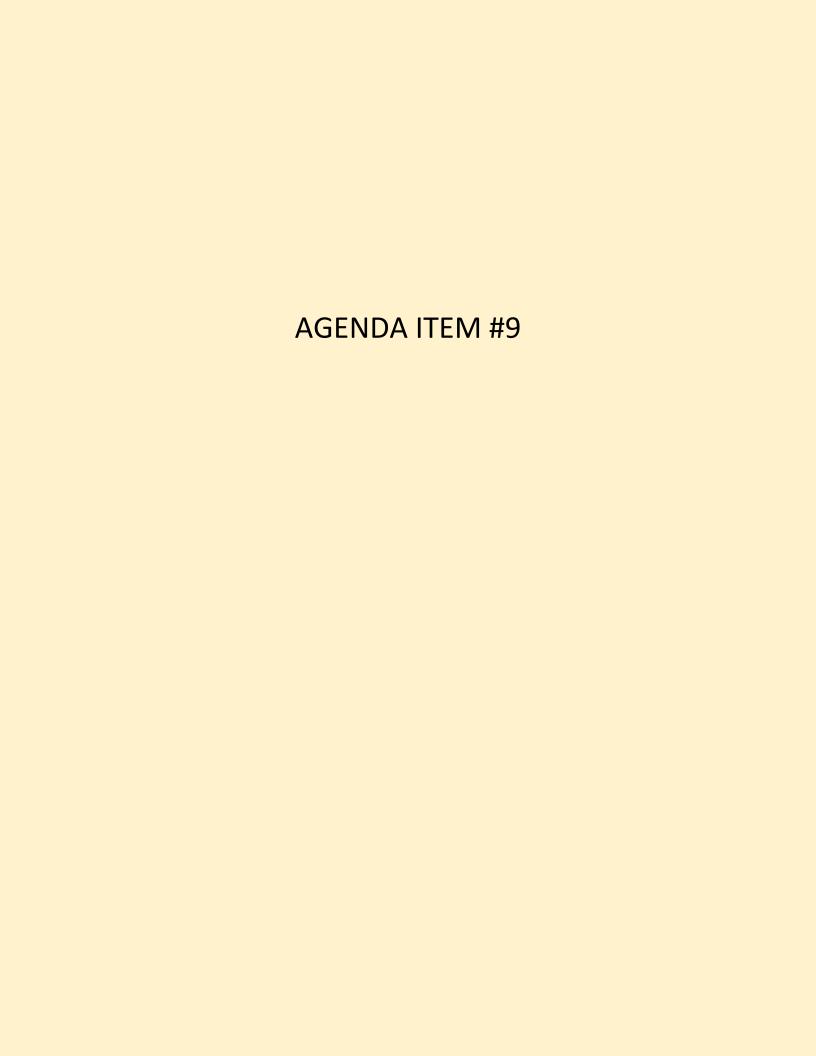
Very truly yours,

Andrew A. Mueller

Enclosures: Water Court Application

Water Court Decree

DWR Records



ORDINANCE NO. 2019-07

AN ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO REPLACING SECTION 7-3-12(J) OF THE RIDGWAY MUNICIPAL CODE SECTION TO PROVIDE REGULATIONS FOR MASTER SIGN PLANS, AND ADDING PROVISIONS TO THE SIGN REGULATIONS IN CHAPTER 7-3-12 TO REFERENCE MASTER SIGN PLAN REGULATIONS

WHEREAS, the Town of Ridgway (the "Town"), is a duly organized and existing home rule municipality of the State of Colorado; and

WHEREAS, the Town of Ridgway Municipal Code (the "Code") contains certain sign regulations further enumerated under Section 7-3-12, Sign Regulations; and

WHEREAS, the Town Council repealed the Master Sign Plan process through Ordinance 2019-03; and

WHEREAS, the Town Council supports the efforts of local businesses and wishes to continue supporting the advertising of business and commerce within the town as is reasonable and appropriate for the preservation of the health, safety and welfare of the community while supporting the goals of the Town's Master Plan; and

WHEREAS, Master Sign Plans provide for flexibility with specified dimensional requirements for properties and buildings containing more than one business.

NOW THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF RIDGWAY, COLORADO, AS FOLLOWS:

<u>Section 1</u>. Section 7-3-12(E) Permits, subsection (3) of the Ridgway Municipal Code is amended, as follows:

- (3) The total sign face area of signs required to have a permit, per building, other than those restricted by Subsection (6), shall not exceed the lesser of one square foot per foot of lineal street frontage of the premises abutting Town streets or 150 square feet. When more than one building is on the premises, the premises street frontage shall be allocated among the buildings accordingly. A minimum of 32 square feet of sign area shall be allowed for each separate business, as defined by lot, unit, lease, or other legally created property interest, subject to the total sign face area limitation of 150 square feet per building. Total sign face area in excess of 150 square feet shall not be allowed for any building unless approved through a Master Sign Plan applicable to that building. No single business may have a sign with any face area larger than 32 square feet.
- <u>Section 2</u>. Section 7-3-12(F) Performance Criteria, subsection (7) of the Ridgway Municipal Code, is amended as follows:
 - (7) No sign shall be larger than 32 square feet in area, except a freestanding sign with more than one business advertised may have a sign face up to 56 square feet, unless approved

through a Master Sign Plan applicable to that building. No sign shall have more than 2 sign faces. No sign face on a temporary "For Sale" or "For Rent" sign shall exceed 7 square feet in area including riders. All "For Sale" signs shall be taken down when the sale of the premises is closed.

<u>Section 3</u>. Section 7-3-20(A) Fees and Costs for Master Sign Plans, subsection (8) of the Ridgway Municipal Code, is amended to add subsections (8)(a)(b) and (c) as follows:

- (8) Master Sign Plans pursuant to 7-3-12: \$150.00
 - (a) Minor Change to Master Sign Plan: \$50.00
 - (b) Major Change to Master Sign Plan: \$150.00
 - (c) Appeal to Master Sign Plan: \$250.00

<u>Section 4.</u> Section 7-3-12(J) Master Sign Plans is added to the Ridgway Municipal Code as follows:

(J) Master Sign Plans

(1) Purpose: To provide flexibility for the amount of signage and size of signs for multi-tenant buildings and developments to ensure signage is available for business and facility wayfinding and identification. To protect the health, safety and welfare of the community while preserving town aesthetics.

(2) Applicability

- (a) A Master Sign Plan shall be encouraged for all properties with multi-tenant buildings and/or multiple buildings in which three or more non-residential tenants or businesses are present.
- (b) Any property with multiple-tenant buildings or multiple buildings in which three or more non-residential tenants existing at the time of adoption of this section that does not have a Master Sign Plan is encouraged to apply for a Master Sign Plan at the time of application for a new sign at the site.
- (c) Any property owner with multi-tenant and/or multiple buildings in which two or more non-residential tenants or businesses are present may apply for a Master Sign Plan.

(3) General Regulations

- (a) All signs subject to a Master Sign Plan shall apply for and receive a sign permit before any sign may be installed.
- (b) All signs on the site shall conform at all times to the approved Master Sign Plan and other applicable Sign Regulations.
- (c) A Master Sign Plan shall run with the property for which it was issued and not with individual tenants or businesses.

- (d) Applications for a Master Sign Plan shall be submitted to the Town on forms supplied by the Town accompanied by the fee per Ridgway Municipal Code Section 7-3-20. At a minimum the Applicant shall submit the following information to the Town:
 - (i) Identification of the property for which the Master Sign Plan application shall apply;
 - (ii) Proof of property ownership, or partial ownership, and signatures from all property owners included in the proposed Master Sign Plan;
 - (iii) Total sign area allowed per Ridgway Municipal Code Section 7-3-12 and the total sign area requested with the Master Sign Plan;
 - (iv) Site plan showing location of all existing and proposed signs on property, with distance from property lines;
 - (v) Building elevations/pictures showing location of all existing and proposed signs on property, with height of all signs from the ground;
 - (vi) Dimensions and type of all existing and proposed signs, including the unit number/address for each;
 - (vii)Any proposed lighting for the signs, including location, type, kelvin, and lumens for each fixture; and
 - (viii) Proof that the Criteria for Approval have been met.
- (e) Through these Master Sign Plan Regulations, the following deviations from the specified dimensional requirements may be considered.
 - (i) A free-standing sign may be up to 30% larger than the 56 square feet limitation of 7-3-12(F)(7).
 - (ii) Up to 30% more than the allotted square footage per 7-3-12(E)(3) of sign area may be allowed.

Deviations shall not be considered for any other sign regulations in the Ridgway Municipal Code.

(4) Criteria for Approval

The proposed Master Sign Plan:

- (a) will not be contrary to the public health, safety, or welfare;
- (b) will not create traffic hazards;
- (c) provides for adequate assurances of safety from natural conditions (such as wind, snow, and ice) as it relates to the signs proposed;
- (d) will not unreasonably interfere with neighboring commercial businesses or properties; and
- (e) provides for signs that are reasonably necessary to operate the business or businesses on the property.

The burden shall be on the applicant to show that these criteria have been met.

(5) Review Procedure

(a) Within 14 days of receipt of a completed application accompanied by the applicable fee for a Master Sign Plan, or a minor change to an existing Master Sign Plan, the Town will administratively approve or deny the application according to the Criteria for Approval. It

- shall not be necessary for the Town to provide written findings or conclusions, except upon request of the applicant.
- (i) To the extent an application for a Master Sign Plan or minor change is denied in whole or in part, the requesting party may appeal to the Planning Commission as set forth in subsection (5)(b) of this section. Such appeal shall be in writing and submitted within 7 days of the Town's decision and review shall be *de novo*.
- (b) Within 14 days of receipt of a completed application accompanied by the applicable fee for a major change to a Master Sign Plan, or an appeal of a denial of a Master Sign Plan or minor change to a Master Sign Plan, the Planning Commission will set a hearing;
 - (i) The hearing shall be heard at the next regularly scheduled Planning Commission meeting for which proper notice of the hearing can be made, and no later than 40 days after receipt of a completed application accompanied by the applicable fee for a major change to a Master Sign Plan, or an appeal of a denial of a Master Sign Plan or minor change to a Master Sign Plan. A hearing that must be continued due to time constraints or other delays may be continued for an additional 7 days beyond the 40-day deadline, assuming the hearing was commenced within the 40-day deadline. By mutual agreement, the applicant and the Planning Commission may also extend the 40-day and 7-day deadlines set forth in this subsection.
 - (ii) At the hearing scheduled, the applicant and other interested parties may appear and present such evidence and testimony as they may desire. Anyone presenting evidence or testimony shall be subject to cross-examination by other interested parties, although the Planning Commission may limit testimony, evidence, and cross-examination which is merely cumulative and is not required to follow any set procedure during the hearing, nor strictly follow the Rules of Evidence as applied by the Court. The hearing should be tape recorded or otherwise electronically recorded. The applicant, or other interested party may, if he desires, have the hearing recorded by a court reporter, at the applicant's sole expense. The burden is upon the applicant in all cases to establish that the applicable criteria for any action are met.
 - (iii) Notice of the hearing shall be posted at Town Hall at least 10 days before the hearing and posted, visible for each street frontage abutting the property, for at least 10 days prior to the hearing in addition to any other notice required by Town regulations.
 - (iv) The Planning Commission shall announce its decision according to the Criteria for Approval within 14 days of the completion of the hearing. It shall not be necessary for the Planning Commission to provide written findings or conclusions, except upon request of the applicant, or other party appearing or participating in the hearing. The decision of the Planning Commission with respect to an application for a major change to a Master Sign Plan, or an appeal of a denial of a Master Sign Plan or minor change to a Master Sign Plan shall be final, subject only to review under Rule 106 of the Colorado Rules of Civil Procedure. Upon the filing of an appeal under Rule 106, the Town shall cause a transcript of any tape recording of the hearing to be made and certified to the court, and the party filing such appeal or such review, shall pay the Town the reasonable cost incurred in producing such transcript, unless such party has a transcript produced by a court reporter at the applicant's expense.
 - (v) The Planning Commission may approve the requested action only upon finding that all applicable criteria and requirements of these Master Sign Plan regulations or other Town ordinances have been met. If it determines such criteria have not been met,

the application shall be denied. The application may be granted upon conditions or limitations which the Planning Commission determines are necessary in order to ensure that the applicable criteria are met. Such conditions or limitations shall be provided to the applicant and interested parties, in writing, as part of the decision, subject only to review under Rule 106 of the Colorado Rules of Civil Procedure.

(6) Amendments to Approved Master Sign Plans

- (a) Minor Changes: Minor changes are those changes that do not alter the overall characteristics of the existing Master Sign Plan and that create no adverse impacts on adjacent uses, infrastructure, or public safety. Examples of what may be considered a minor change include, but is not limited to, 1) changes in the location of signs, 2) replacement of existing signs that are the same size or smaller than the existing sign, and 3) changes in the number of signs, as long as the aggregate square footage remains the same.
- (b) Major Changes: Major changes are those that can alter the overall character of the Master Sign Plan and which could create adverse impacts on adjacent uses or public infrastructure. Examples of what may be considered a major change include, but are not limited to, 1) changes in the total square footage of the Master Sign Plan and 2) requests for deviations per 7-3-12(J)(3)(e).

<u>Section 5.</u> Severability

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

Section 6. Effective Date

This Ordinance shall take effect 30 days after adoption.

<u>Section 7</u>. Publication of Notice

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

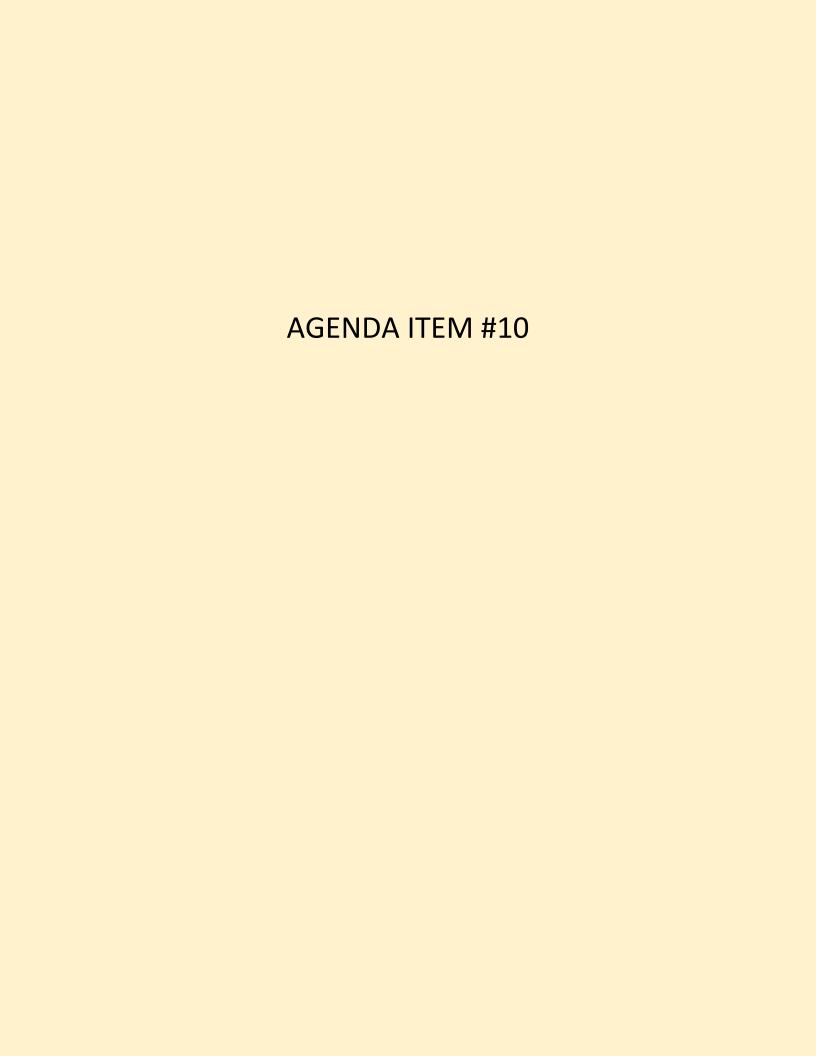
<u>Section 8</u>. Public Hearing

A public hearing on this Ordinance was held on the 9th day of October, 2019, in the Town Council Chambers, 201 N. Railroad Street, Ridgway, CO 81432.

INTRODUCED by the Town Council of the Town of Ridgway, Colorado this 11th day of September, 2019.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE MUNICIPALITY

	By:
	John I. Clark, Mayor
ATTEST:	
Pam Kraft, MMC, Town Clerk	
Approved as to Form:	
Bo James Nerlin, Town Attorney	
HEARD AND FINALLY ADOPTED by the To of October, 2019.	wn Council of the Town of Ridgway, Colorado, this 9 th day
	TOWN OF RIDGWAY, COLORADO, A HOME- RULE MUNICIPALITY
	Ву:
	John I. Clark, Mayor
ATTEST:	
Pam Kraft, MMC, Town Clerk	
Approved as to Form:	
Bo James Nerlin, Town Attorney	
CERTIF	FICATE OF TOWN CLERK
	ced at a meeting of the Ridgway Town Council or by title and posted thereafter, and adopted by the Town
Council on, 2019.	
(SEAL)	
	Pam Kraft, MMC, Town Clerk





To: Town Council

THINK OUTSID

From: Jen Coates, Town Manager and Chase Jones, Public Works Administrator

Date: October 7, 2019

RE: Water Rates Emergency Ordinance

BACKGROUND:

At the regular meeting of September 11, 2019 the Town Council directed staff as follows:

Look at various base rates and overage costs based off of Scenario 6 with base rate of \$50 and \$52 for 6000 gallons and 5000 gallons. Put this into emergency ordinance for the October regular meeting, and project revenues generated from these 4 scenarios. Track revenues and revisit rates in 2020. Keep the overage allocation buckets for the 95th percentile for residential and non-residential users as shown in scenario 6.

- Base rate range of \$47-52;
- Base allocation 5000 6000 gallons;
- Keep overage water allocations as shown in Scenario 6 (eg: up to 10k gallons, 10-18k, over 18k for residential and up to 17k, 17-38k and over 38k for non-residential users) with an estimated 95% of users using less than 18,000 gallons (residential) and less than 38,000 gallons (non-residential) and the top 5% of all users demanding more than 18,000 gallons (residential) and more than 38,000 gallons (non-residential);
- Overage water allocations at \$11, \$13, \$15;
- Target \$700k+ revenues;
- If cannot get emergency ordinance in place, let the temporary ordinance expire on its own terms and revert to the ordinance from October 2018.

ANALYSIS:

SCENARIO 6 – From the September 11, 2019 meeting:

								Projected
RES	gal			NON-RES	gal			Revenues*
Base 4000	4-10k	10-18k	>18k	Base 4000	4-17k	17-38k	>38k	
\$62.00	\$11.00	\$13.00	\$15.00	\$62.00	\$11.00	\$13.00	\$15.00	\$737,613

The Council has agreed the total annual revenue goal for the water fund is ~\$766,000. If ~\$50,000 is estimated to come from other revenue sources (tap fees, materials costs, etc.), the funds needed from user fees alone to meet the total revenue goal of ~\$766,000, is \$716,000.



Water conservation is not assumed with any figures provided here, which means revenues are likely to be less than what is projected as water conservation results in less revenue from user fees. Therefore, the revenue estimates provided below are high, with revenues to likely be less with water conservation efforts.

<u>Various scenarios</u>. The yellow highlighted scenarios are the scenarios requested by the Town Council at the September 11, 2019 regular meeting.

Rate	Vacancy	Base	Base	10k res/ 17k	18k res/38k	Over 18k res/38k	D	Sectoral Dece
Option	Rate	Allotment	Cost	comm	comm	comm	•	ected Rev
1	\$30	4000	\$50	\$11	\$13	\$15	\$	679,956
2	\$30	4000	\$50	\$11	\$14	\$16	\$	690,196
3	\$30	4000	\$50	\$11	\$15	\$20	\$	715,552
4	\$30	5000	\$50	\$11	\$13	\$15	\$	656,351
5	\$30	6000	\$50	\$11	\$13	\$15	\$	638,195
6	\$30	4000	\$52	\$11	\$13	\$15	\$	696,051
7	\$30	5000	\$52	\$11	\$13	\$15	\$	672,446
8	\$30	6000	\$52	\$11	\$13	\$15	\$	654,291
9	\$30	6000	\$52	\$11	\$15	\$20	\$	694,836
10	\$30	5000	\$52.50	\$11	\$14	\$16	\$	686,711

With the direction provided at the September 11, 2019 meeting, staff has put forth an ordinance with rate option 7 above, which has a base allocation of 5000 gallons and base rate of \$52.00 for all user types, and water overage amounts of \$11, \$13 and \$15 for the overages indicated for user type. This rate schedule has a vacancy rate of \$30/month and the School District at a base rate of \$105.00 for 10,000 gallons with overage costs of \$11.00 per 1000 gallons.

Ordinance No. 2019 -____

AN EMERGENCY ORDINANCE OF THE TOWN OF RIDGWAY, COLORADO AMENDING THE RIDGWAY MUNICIPAL CODE SECTION 9-1-17 TO UPDATE WATER SERVICE RATES AND WATER ALLOCATIONS.

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

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

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

WHEREAS, the Town Council adopted Ordinance No. 2018-06 on October 10th, 2018 amending water rates and water allocations; and

WHEREAS, the Town Council amended Ordinance No. 2018-06 with Ordinance No. 2019-04 on June 5th, 2019, temporarily adjusting non-residential water service rates for usage over the base water allocation for a defined period of time; and

WHEREAS, Ordinance 2019-04 creates a temporary rate structure for the months of June, July, August, September and October 2019, reverting back to the rates described in Ordinance No. 2018-06 after the month of October 2019, unless such rates are superseded by the adoption of an ordinance by the Ridgway Town Council providing a revised rate structure;

WHEREAS, the Town Council participated in numerous public meetings, hearings and workshops, and evaluated various base water and overage water usages, water rate options, and the needs of the Water Utility Fund and the Ridgway community, beginning in March 2018 coincident with the early discussions on drought conditions and water supply; and

WHEREAS, the Town Council desires to update the water rates and water allocations.

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

SECTION 1.

Ridgway Municipal Code Section 9-1-17 Water Service Rates, is repealed and replaced, as follows:

* * *

9-1-17 WATER SERVICE RATES.

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

Type of Customer	Minimum Monthly Charge 0 to 5,000 gal/mo	Rate for Use over 5,000 and up to 10,000 gal./month	Rate for Use 10,000 and up to 18,000 gal./month	Rate for Use Over 18,000 gal./month
Customer age 65 & over owning a single family home or mobile home, and enrolled in the Senior Rate prior to 1/1/2009*	Beginning on 11/1/19: Base gallons: 5000 Base Cost: \$42.75;	\$11.00/1,000 gal.	\$13.00/1,000 gal.	\$15.00/1,000 gal.
Vacancy Rate	Beginning on 11/1/19: \$30.00;	N/A	N/A	N/A
All other Residential per dwelling unit (Multi-unit meters over their base allotment will be averaged and charged according to tier) ADUs = 0.72XUnit rate	Beginning on 11/1/19: Base gallons: 5000 Base Cost: \$52.00;	\$11.00/1,000 gal.	\$13.00/1,000 gal.	\$15.00/1,000 gal.

^{*} Senior rates are no longer offered after 1/1/2009

- (2) In order to qualify for the vacancy rate, the customer must notify the Town of the vacancy and pay a shut-off fee of \$30.00. Before the water can then be turned back on, the customer must pay a turn-on fee of \$30.00. No water may be used at that meter during the vacancy period. In the event of failure to meet these requirements, the bill shall be adjusted to the regular rate.
- (B) (1) Accessory dwelling units shall be subject to a minimum monthly charge per unit calculated to be 0.72 x the principal residential unit rate as provided in Subsection (A)(1) above. Any usage over the base allocation will be billed at typical residential rates provided in Subsection (A)(1).

- (2) Each unit in multiple residences and dwelling facilities including but not limited to duplexes, multi-family residences, apartments, mobile homes and mobile home parks, providing permanent residences and utilizing a single meter, shall be subject to the applicable rate for the principal residential unit rate as provided in Subsection (A) above. Water used in any month in the amount greater than the base amount e.g. (Base Amount in gallons at \$52.00 for the first unit + Base Amount in gallons at \$52.00 for the second unit, etc. for each unit or space served by the meter) shall be billed at the rates identified in Subsection (A)(1) for the associated base rate changes over time and the additional gallons used per unit.
- (C) The following rates shall apply to the Ridgway public schools, but shall not include the provision of non-potable Town water for irrigation purposes:

Type of Customer	Minimum Monthly Charge	Rate for Use Over 10,000 gal./month
Ridgway Schools	Beginning on 11/1/18: Base gallons: 10,000 Base Cost: \$105.00	\$11.00/1,000 gal.

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

Type of Customer	Minimum Monthly Charge	Rate for Use Over 5,000 gal./month and up to 17,000 gal./month	Rate for Use Over 17,000 gal./month and up to 38,000 gal./month	Rate for Use Over 38,000 gal./month
All other Customers (commercial, industrial, multi-use, etc.)	Beginning on 11/1/19: Base gallons: 5,000 Base Cost: \$52.00	\$11.00 / 1,000 gal.	\$13.00/1,000 gal.	\$15.00/1,000 gal.

Provided, however, that accessory dwelling units inside Town shall be subject to a minimum monthly charge per unit calculated to be 0.72 x the principal unit rate as provided in Subsection (A)(1) above, with any usage over the base allocation to be billed at typical residential rates provided in Subsection (A)(1); and further provided, however, that if the non-residential use qualifies as an accessory use to a residence pursuant to the criteria of Subsection 7-3-13(A) of Town Zoning Regulations, such customer shall be subject to the rates in Subsection (A)(1) above.

- (F) Water service charges shall be charged at the time service is first initiated and continue until the tap is abandoned.
- (G) Minimum charges for periods of service less than one month shall be pro-rated.

(H) In the event that any two separate structures are served by Town water from a single meter under circumstances where none of the foregoing rates specifically apply, the rate shall be computed in conformity with the provisions of Subsection (B)(2) with each structure considered a separate "unit" for purposes of the calculation regardless of its use.

* * *

SECTION 3.

<u>Effective Date and Duration</u>. Pursuant to Article III, Section 3-8 of the Charter, this Ordinance shall be effective November 1st, 2019, as it is necessary for the immediate preservation of the public health and safety of the citizens of the Town for the reasons recited herein

* * *

SECTION 4.

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

* * *

SECTION 5.

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

* * *

Section 6.

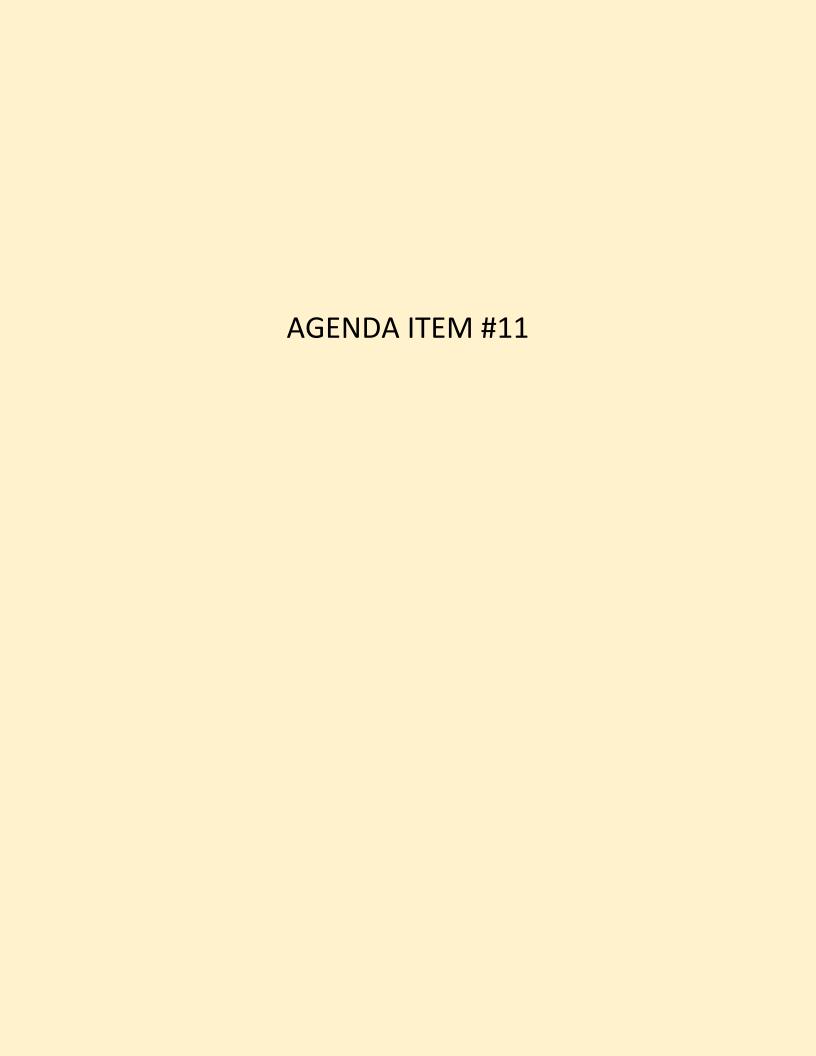
<u>Public Hearing</u>. A public hearing on this Ordinance was held on the 9th day of October, 2019 in the Town Council Chambers of the Town of Ridgway, 201 N. Railroad Street, Ridgway, CO 81432.

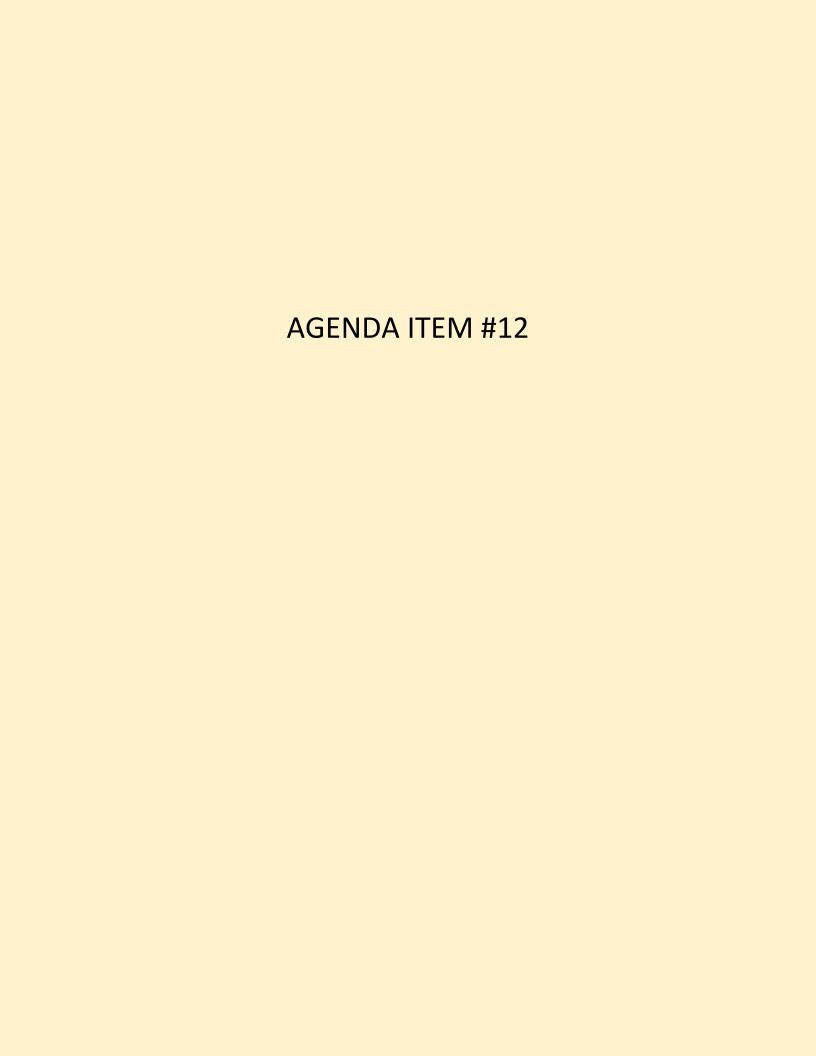
INTRODUCED, HEARD and FINALLY ADOPTED before the Town Council of the Town of Ridgway, Colorado on the 9th day of October, 2019.

TOWN OF RIDGWAY, COLORADO, A HOME-RULE MUNICIPALITY

	Ву		
	-,	John Clark, Mayor	•
ATTEST:			

Pam Kraft, MMC, Town Clerk	
Approved As to Form:	
BO JAMES NERLIN, Town Attorney	
CERTIFIC	CATE OF TOWN CLERK
The foregoing Ordinance was published by tir Town Council on October 9 th , 2019.	tle and posted thereafter, and adopted by the Ridgway
(SEAL)	Pam Kraft, MMC, Town Clerk





AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF RIDGWAY AND OURAY COUNTY

This Amendment is executed this _	day of		, 2019, k	etween the
Board of County Commissioners o	f Ouray County,	Colorado, ("	County") and	the Town of
Ridgway, Colorado ("Town").				

WHEREAS, the County and the Town entered into an Intergovernmental Agreement on August 26, 2002 ("2002 IGA"), regarding the establishment of certain goals, purposes and policies to be applied to the unincorporated portion of Ouray County defined therein as the Ridgway Urban Growth Management Area ("UGMA") and the Ridgway Area of Influence; and

WHEREAS, the 2002 IGA, in defining the Ridgway Urban Growth Boundary and Urban Growth Management Area, provides for amendments to the UGMA pursuant to §4.6; and

WHEREAS, in accordance with the provisions of §4.6 the Town and County amended the 2002 IGA on February 5, 2007; and

WHEREAS, in accordance with the provisions of §4.6, the Town has requested Ouray County to amend the UGMA so as to redefine the boundary such that it more closely, but not completely, follows existing parcel lines along the eastern boundary and matched the Urban Growth Boundary as established by the Town's 2019 Master Plan Future Land Use Map; and

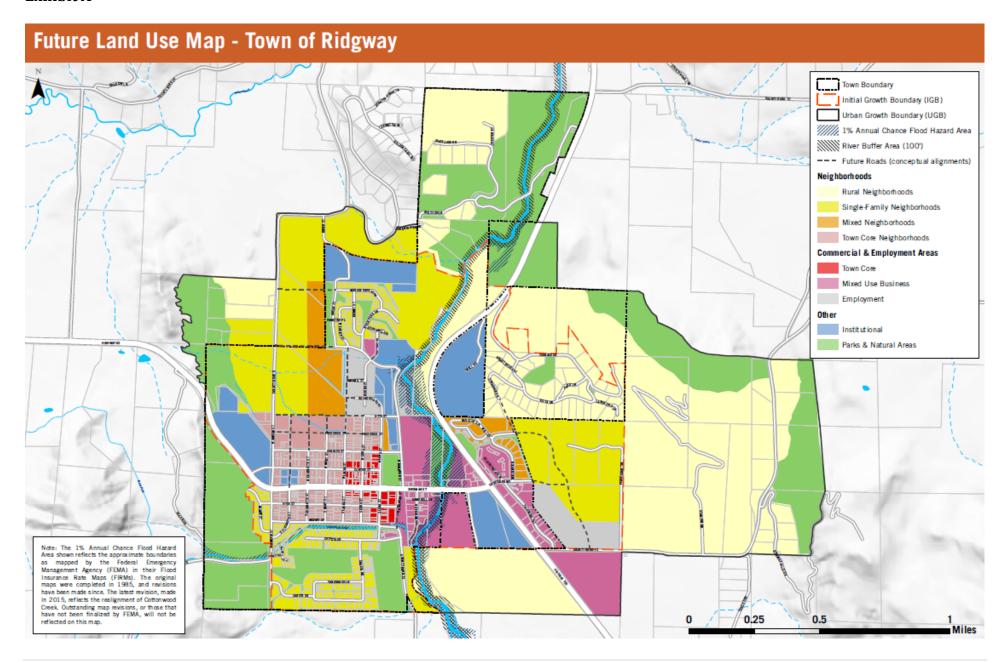
WHEREAS, both the County and the Town agree that such amendment is within the intent and the spirit of the IGA.

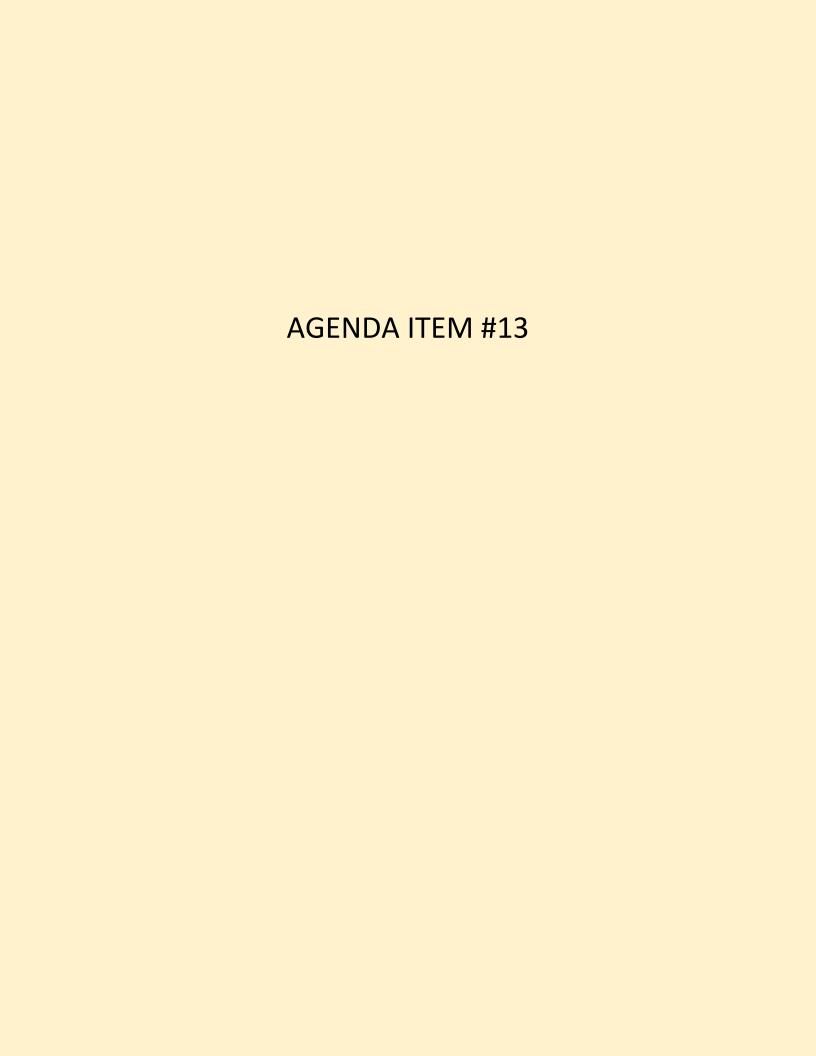
NOW THEREFORE, the County and the Town agree as follows:

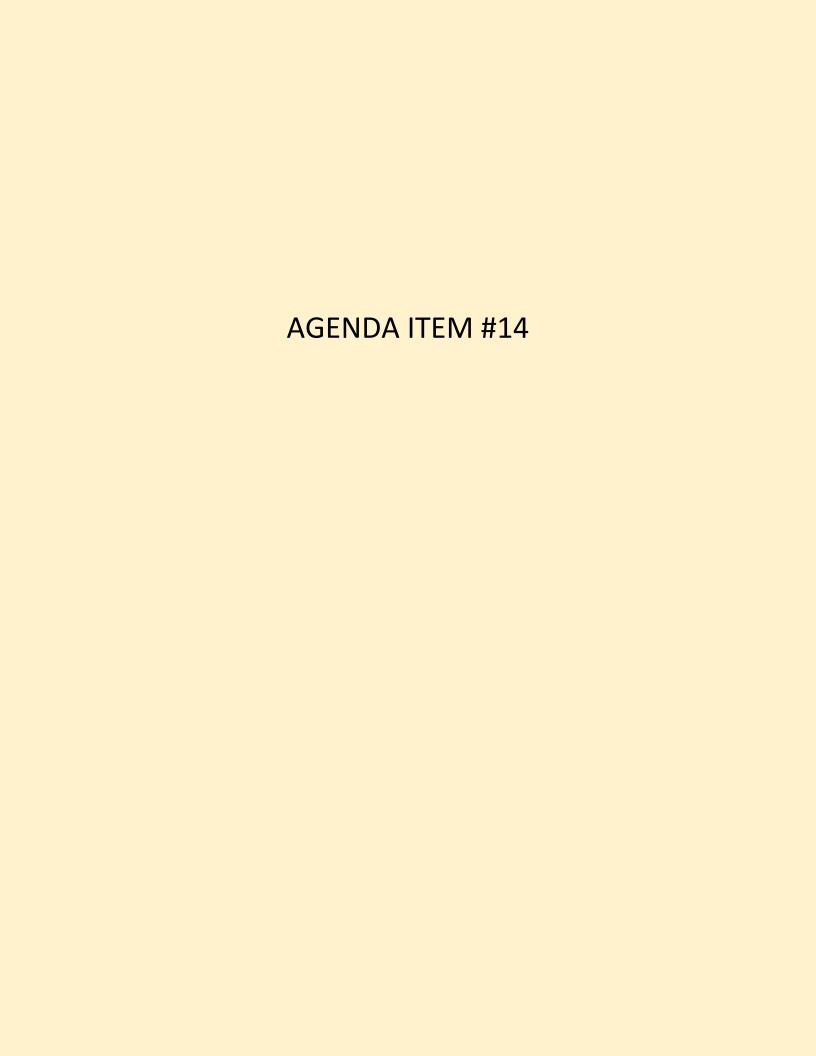
- 1. Exhibit A to the IGA shall be amended as shown on the attached map.
- 2. Town shall provide County with GIS files of the new boundary and map.
- 3. Said amendment shall become effective only upon adoption of this amendment by the Town of Ridgway Town Council and Ouray County Board of County Commissioners.
- 4. Except as amended by the above, the IGA shall remain unchanged and shall remain in full force and effect as written.

Board of County Commissioners of Ouray County	Town of Ridgway
John E. Peters, Chair	John Clark, Mayor
ATTEST	ATTEST
Michelle Nauer, County Clerk and Recorder	Pam Kraft, Town Clerk

Exhibit A









RESOLUTION NO. 19-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY UPDATING SPECIFIED CLERK'S FEES

WHEREAS, the Town Council adopted Resolution No. 19-06 on March 13, 2019 updating various Clerk's Fees, including fees for Colorado Open Records Act (CORA) requests; and

WHEREAS, the State Law subsequently established maximum fees for CORA requests; and

WHEREAS, the Town Council desires to update the Clerk's Fees section of Resolution No. 19-06 to comport with the new regulations.

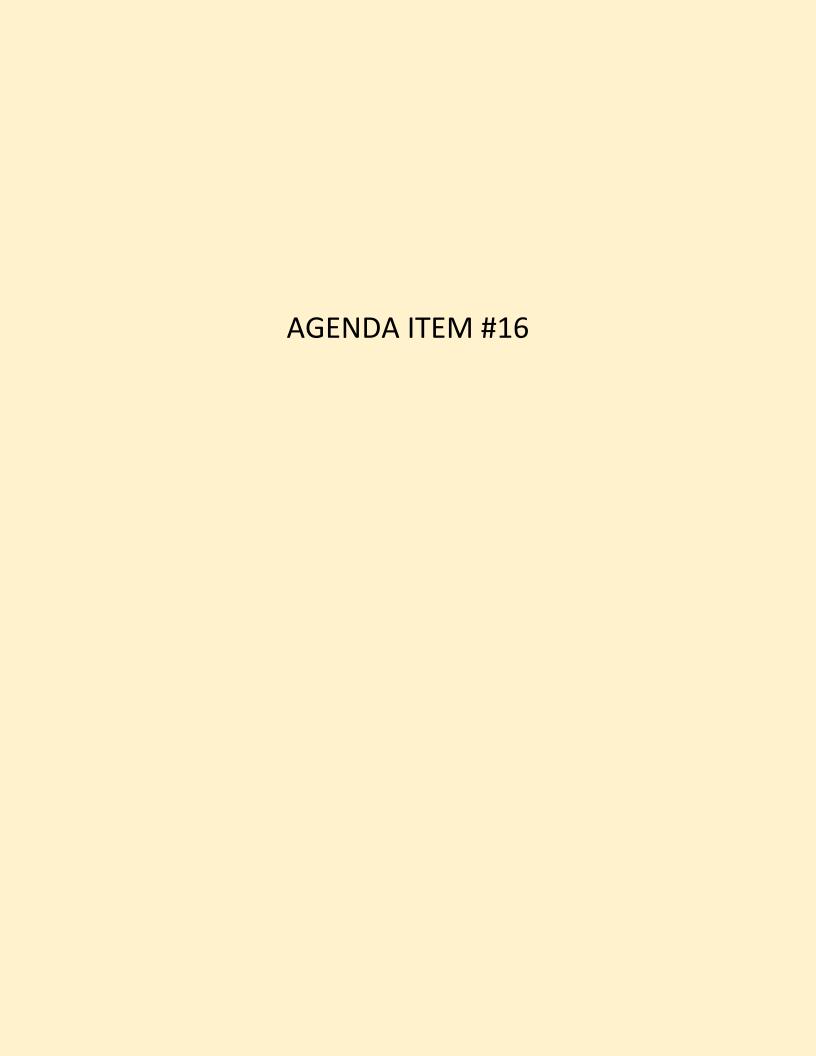
NOW, THEREFORE, THE TOWN OF RIDGWAY, BY AND THROUGH ITS TOWN COUNCIL APPROVES AND ADOPTS THE FOLLOWING FEE SCHEDULE UPDATE FOR CLERK'S FEES.

Clerk's Fees (Repeals Resolution 19-06 from Mar	rch 2019)
Computer disk reproduction	\$10 per CD/DVD/USB/other
Certification of Official Documents	\$5.00/ea
Notary Public	\$3.00/ea
Research requested by general public	\$35/hr
Copy/print/scan of public document	\$.25/page black/white; \$.50/page color
Non-sufficient funds charge for returned items	\$35.00
Open Records Request	First hour to collect and review documents and records shall be no charge (based on State Statute). Time after the first hour shall be charged at \$35 per hour. A fifty percent (50%) deposit is required prior to embarking on any work on all requests requiring more than one (1) hour of research and or preparation of documents. In addition, this deposit shall include estimated legal fees, fees of outside consultants retained on behalf of the jurisdiction, overhead and equipment. This shall also include a charge for supervision and staff time at the set fee of \$35.00 per hour. No copies requested are released until full payment has been received.
Delinquent Utility Payments	\$35.00
Maps and Large Drawings	24x36 printout- \$15.00; 11x17 printout - \$10.00;
	8.5x11 printout - \$5.00; E-mail PDF - \$5.00;
	Color Aerial Photo - \$30.00
	(Add an additional \$5.00 for maps on CD-ROM in digital format)

Adopted this 9th day of October 2019.

TOWN OF RIDGWAY, COLORADO

	Ву:
	JOHN CLARK, Mayor
ATTEST:	
By:	
PAM KRAFT, Town Clerk	



RESOLUTION NO. 19-11

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY
IN SUPPORT OF PROPOSITION CC ON THE NOVEMBER 5, 2019 STATEWIDE ELECTION BALLOT,
A MEASURE TO ALLOW THE STATE TO INVEST REVENUE COLLECTED BEYOND CURRENT STATE LIMITS
FOR STATE AND LOCAL TRANSPORTATION PROJECTS AS WELL AS K-12 EDUCATION AND HIGHER
EDUCATION

WHEREAS, Colorado regularly ranks as the top economy in the country, but can't invest all the money it collects for students, roads, bridges and transit because of current state spending limits established in 1992; and

WHEREAS, Colorado ranks among the bottom states in the country for the quality of its transportation infrastructure and K-12 public education investments; and

WHEREAS, if Proposition CC is adopted, the state will be allowed to keep and spend annual revenue in excess of the state's 1992 spending limits and utilize the revenue for: (A) state and local highway and transit projects; (B) public schools, and (C) public higher education; with each of these categories receiving one-third of the authorized revenue; and

WHEREAS, Proposition CC is similar to revenue retention ballot measures already approved in the overwhelming majority of the municipalities in Colorado; and

WHEREAS, the state estimates that the additional spending to be authorized by Proposition CC may range from \$277 million to \$1.2 billion in the next two state fiscal years; and

WHEREAS, nearly 25% of public roads across Colorado are rated as being in "poor" condition and almost 500 bridges have been deemed structurally deficient; and

WHEREAS, driving on roads in need of repair in Colorado costs each driver \$580 per year; and

WHEREAS, 40% of the money Prop CC raises for transportation will go to local governments under existing Highway User Tax Fund (HUTF) formulas, with municipalities expected to receive additional HUTF disbursements which may range from \$16 million to \$79 million in the next two state fiscal years alone, along with the potential for additional revenue for municipal transportation projects and programs in future years; and

WHEREAS, Colorado spends roughly \$2,500 less per student than the national average, ranking below some of the poorest states in the nation, including: Kentucky, Louisiana, New Mexico, West Virginia, and Wyoming; and

WHEREAS, Over 60% of Colorado's school districts operate on a four-day week—the most in the country; and

WHEREAS, the state estimates that the approval of Proposition CC may provide an additional \$92 million to \$439 million for investment in state education programs in the next two years alone, with the potential for additional revenue for this purpose in the future; and

WHEREAS, in general the approval of Proposition CC will relieve the state of fiscal stress caused by the 1992 spending limit, and thus make it less likely that the state will reduce or eliminate spending on other state services and programs of concern to Colorado municipalities; and

WHEREAS, thousands of Colorado's business, public sector, and academic leaders agree that an arbitrary cap preventing the state from investing with the revenue it already collects is not sound fiscal policy; and

WHEREAS, Allowing the state to invest the revenue it already collects will stimulate growth in our economy and help provide the critical services that enable all Coloradans the chance to provide for themselves and their families; and

WHEREAS, Proposition CC contains provisions for unprecedented transparency and accountability, including independent, annual, publicly available audits so Coloradans can see where their money is going; and

WHEREAS, Proposition CC fully preserves the authority of the voters to approve new taxes or tax rate increases at both the state and local level of government, as guaranteed under current law; and

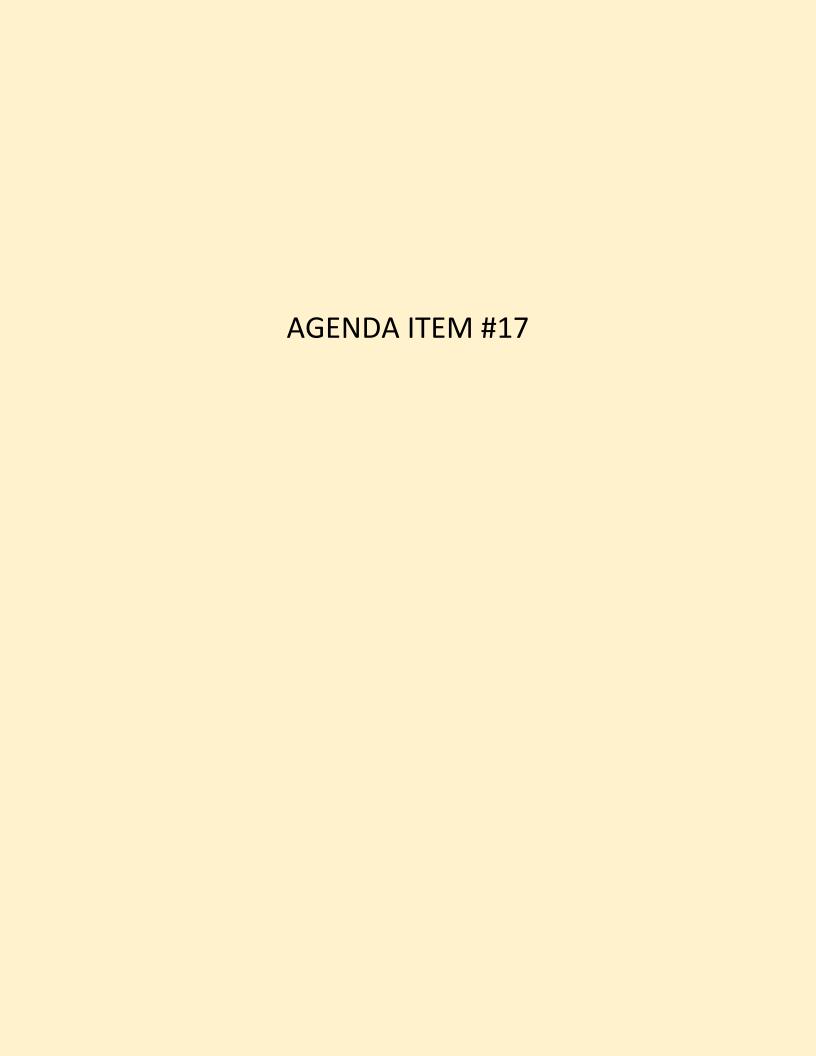
WHEREAS, §1-45-117 (1)(b)(III) of the Colorado Fair Campaign Practices Act authorizes the adoption of this Resolution and reporting the passage of or distributing this Resolution by established, customary means, other than paid advertising, through which the Town of Ridgway's resolutions are regularly provided to the public.

NOW, THEREFORE, THE TOWN OF RIDGWAY, BY AND THROUGH ITS TOWN COUNCIL officially declares its support for Proposition CC and for the reasons set forth in this Resolution urges a YES vote on the proposition at the November 5, 2019 state election.

ADOPTED AND APPROVED THIS 9th day of October, 2019.

TOWN OF RIDGWAY, COLORADO

	By:	
	JOHN CLARK, Mayor	
ATTEST:		
By:		
PAM KRAFT, Town Clerk	_	



RESOLUTION NO. 19-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF RIDGWAY
IN SUPPORT OF PROPOSITION DD ON THE NOVEMBER 5, 2019 STATEWIDE ELECTION BALLOT, WHICH
WILL AUTHORIZE SPORTS BETTING WITH MASTER LICENSES HELD ONLY BY THOSE ENTITIES LICENSED TO
CONDUCT LIMITED GAMING WITHIN THE THREE HOST CITIES, AND REQUIRES LOCAL VOTER APPROVAL IN
THE THREE HOST CITIES

WHEREAS, during the 2019 legislative session, HB 1327 authorizes sports betting within the existing framework and regulatory scheme for limited gaming in Colorado; and

WHEREAS, HB 1327 authorizes sports betting with master licenses held only by those entities licensed to conduct limited gaming within the three host cities, and requires local voter approval in the three host cities; and

WHEREAS, the licensees in the three host cities may contract with online sports betting entities; and

WHEREAS, this regulatory mechanism mirrors past voter intent for limited gaming; and;

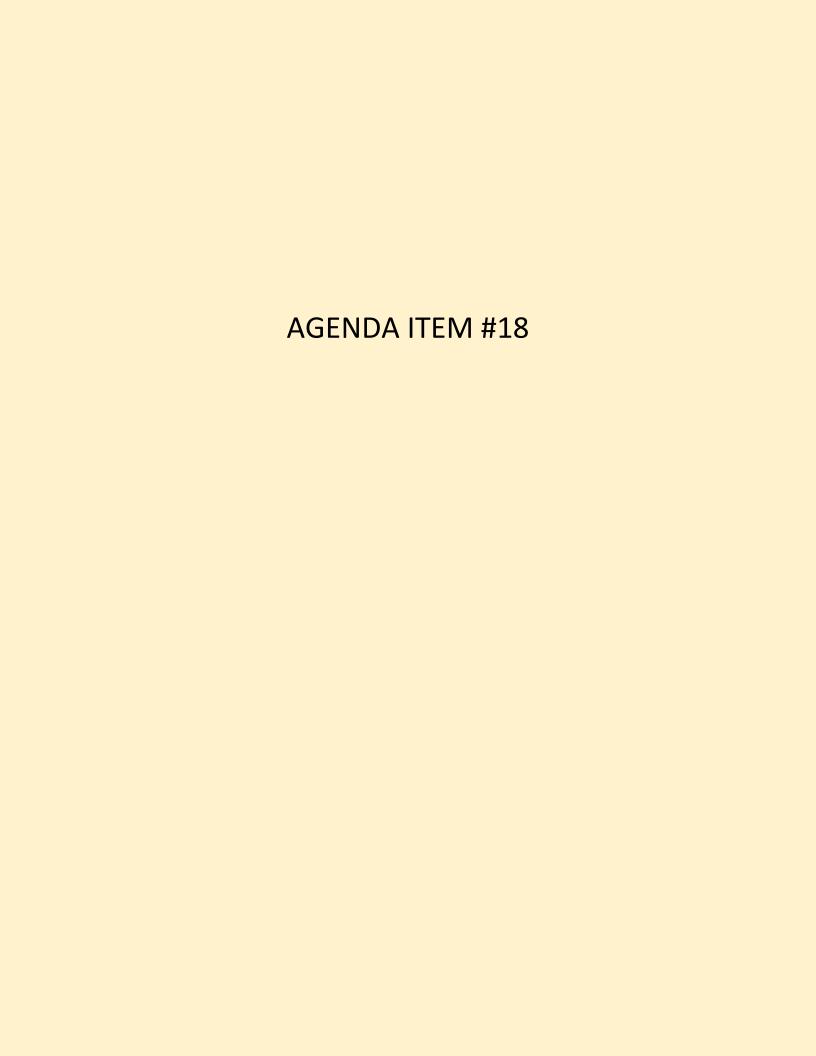
WHEREAS, HB 1327 also refers to the voters in November a single ballot question – Proposition DD – that, if passed, would tax future proceeds from sports betting and allocates the revenue to the Colorado State Water Plan and exempt the tax revenue from the state's TABOR limit; and

WHEREAS, should Proposition DD pass, the revenue generated from sports betting will be allocated as follows:

- First, the funds will go to the repayment of General Fund moneys provided for startup costs for the Division of Gaming.
- Second, the revenue will fund ongoing Division of Gaming administrative expenses for sports betting.
- Third, six percent of the full fiscal year sports betting tax revenue will be transferred to the Hold Harmless Fund. The Hold Harmless Fund will be distributed per the current limited gaming formula. The three gaming towns will receive a portion.
- Fourth, \$130,000 will be allocated for the prevention, education, and treatment of gambling addiction.
- Finally, the remaining portion of the revenue will be transferred to a cash fund for State Water Plan implementation. Grants made from the cash fund will go to projects that focus on water storage, supply, water conservation, land use, agriculture, the environment and recreational uses which all provide a municipal benefit. Staff recommends support for the question.

WHEREAS, the regulatory mechanism follows the intent of the voters regarding limited gaming in Colorado, and the revenue goes to the Colorado State Water Plan which will have a direct municipal impact.

	GWAY, BY AND THROUGH ITS TOWN COUNCIL officially declares ns set forth in this Resolution urges a YES vote on the proposition at
ADOPTED AND APPROVED THIS 9 th day of Octobe	er, 2019.
	TOWN OF RIDGWAY, COLORADO
	By: JOHN CLARK, Mayor
ATTEST:	
By: PAM KRAFT, Town Clerk	







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

To: Town Council

From: Jen Coates, Town Manager

Date: October 7, 2019

RE: Ridgway Chautauqua Society Request to reduce 2019 remittances to Town

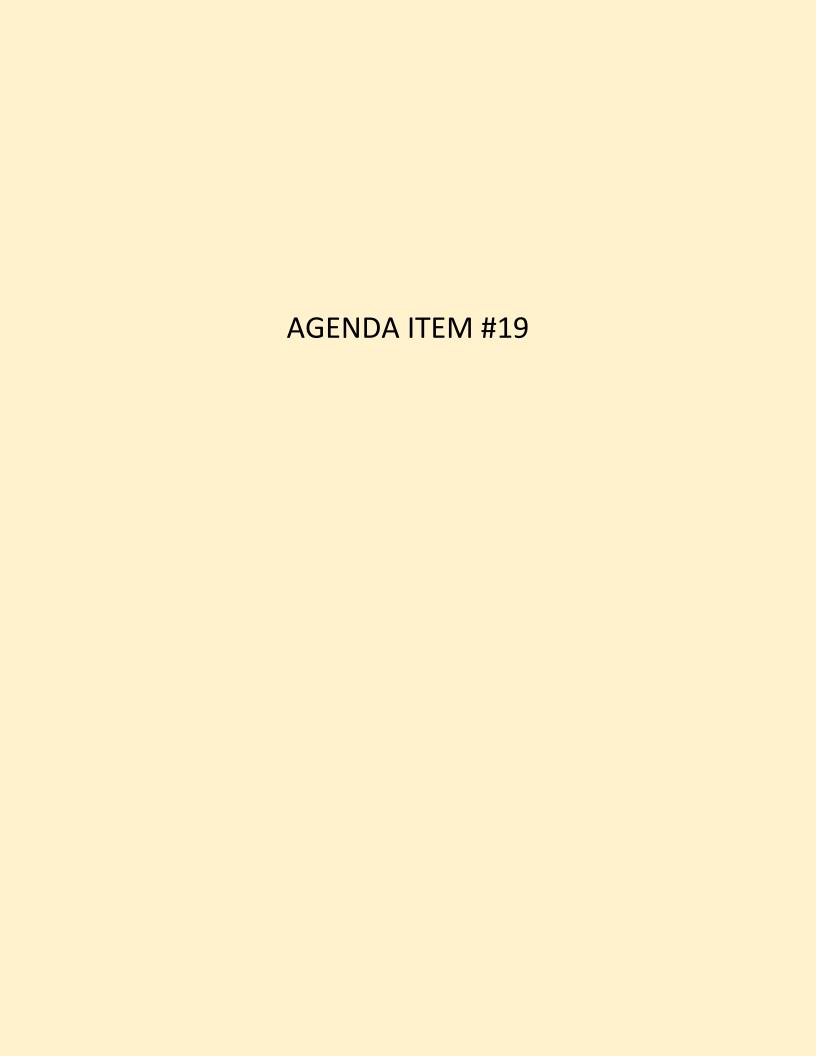
BACKGROUND:

At the regular meeting of September 11, 2019 the Ridgway Chautauqua Society (RCS) requested approval from the Town Council to reduce agreed remittances for the 2019 Summer Concert Series alcohol sales from 25% to 15%. Council directed staff to review the financials for 2019 for the Concert Series and make a recommendation back to the Town Council.

ANALYSIS:

We reviewed the estimated revenues and expenses for the 2019 concert series. The staff thinks the difference of 25% to 15% this year should be doable for the town in 2019 for the following reasons. The concert series cost the town \$54,000 this year. The Town budgeted \$59,000 so while expenses are quite high, we are under the budgeted amount for the year. Additionally, we estimated revenues to be \$35,000 and we brought in \$38,000, so we brought in \$3k more than estimated for the year. All in all the town will have a gap (deficit) of ~\$16,000, which is a direct cost to the town.

We did hear the Council suggest last month they would like to support the Ridgway Chautauqua Society in 2019, if possible, recognizing the Town absorbs most of the cost of the series already. This can be done by looking at budgeted/expended figures; however, staff is reluctant to support a similar reduction from the 25% to 15% in 2020. The 2020 remittances should remain at 25% from Ridgway Chautauqua Society and, as needed, the Council and RCS can look at any request on its own merit next year, after the series. The goal is for the Town to not have to continue significantly subsidizing the concert series, and to fill the \$16k gap with either added revenues or reduced expenditures or a combination of both in the coming years.



GENER	AL FUND					
	October 8, 2019 - DRAFT	2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
	BEGINNING FUND BALANCE	1,324,097	1,229,145		1,386,890	1,440,886
	Amount Reserved for RAMP Cap Project	4 004 007	4 000 445		4 000 000	4 440 000
ACCOUNT.	# REVENUES	1,324,097	1,229,145		1,386,890	1,440,886
ACCOUNT	TAXES					
400GOO	Property Tax	259,559	260,065	244,869	259,900	304,310
4001GOO	Property Tax - Bond Repayment	0	19,547	17,995		33.,3.3
401GOO	Penalties & Interest - Property Tax	769	500	150		
402GOO	Delinquent Property Tax	70	100	0	0	
403GOO	Sales Tax	1,034,309	1,000,000	739,210	1,120,000	
404GOO	Sales Tax - Food for Home Consumption	68,752	62,000	48,699	70,000	
405GOO	Sales Tax - Capital Improvement Fund	188,048	200,048	133,407	192,646	
4051GOO	Sales Tax - Cap Impr-Food Home Consump	13,754 9,276	16,000 4,000	9,722		9.000
406GOO 407GOO	Penalties & Interest - Sales&Lodging Tax Lodging Tax	9,276 81,123	72,000	10,032 50,958		8,000 80,000
407GOO	Specific Ownership Tax	27,035	25,000	20,495		28,000
409GOO	Utility Franchise Tax	39,906	40,000	34,984	42,500	42,000
410GOO	Excise Development Tax	0	3,000	15,000	· · · · · · · · · · · · · · · · · · ·	40,000
	TOTAL	1,722,601	1,702,260	1,325,521	1,853,846	502,310
	INTERGOVERNMENTAL					
411GOO	Highway Users	64,709	52,080	46,943	·	53,500
412GOO	Motor Vehicle Fees	5,992	6,000	3,518		6,000
413GOO	Cigarette Tax	2,782	2,700	1,455		2,200
414GOO	Conservation Trust Fund (Lottery)	10,288	10,000	6,541		12,000
415GOO	Grants - general	98,789 22,575	151,690	67,727	160,640	
416GOO 417GOO	Road & Bridge Apportionment Mineral Lease & Severance Tax	12,722	22,612 10,000	22,612 0		10,000
417600	TOTAL	217,857	255,082	148,796		83,700
	LICENSES, PERMITS & FEES	211,001	200,002	140,700	200,100	55,7 66
420GOO	Building Permits	82,604	75,000	50,870	60,000	
421GOO	Liquor Licenses	3,610	2,300	4,810	5,400	2,200
422GOO	Sales Tax Licenses	18,570	8,500	5,645		20,000
430GOO	Marijuana Facility Licenses	3,400	600	9,700		13,500
423GOO	Planning/Zoning Applications	5,500	5,000	4,500		5,000
424GOO	Excavation/Encroachment Permits	1,500	2,000	1,480		2,000
425GOO 427GOO	Refuse Collection Fees USPS Rental Fees	195,590 8,230	154,000 8,230	106,520 5,627		156,000 8,642
428GOO	Parks, Facility & Rights of Way User Fees	1,745	2,000	2,165		2,500
429GOO	Permits - other (signs, etc)	950	500	495		500
431GOO	Short Term Rental Licenses	9,900	2,500	2,700		10,000
	TOTAL	331,599	260,630	194,512		220,342
	FINES & FORFEITURES					
435GOO	Court Fines	10,716	12,000	3,606	·	10,000
	TOTAL	10,716	12,000	3,606	7,000	10,000
440000	REIMBURSABLE FEES	20.040	05.000	24 420	75 500	
440GOO 441GOO	Consulting Services Reimbursement Labor & Documents Reimbursement	38,049 1,597	95,000 4,000	34,428 1,122		1,600
441G00 442G00	Bonds & Permits Reimbursement	16,997	10,000	8,155	· · · · · · · · · · · · · · · · · · ·	1,000
443GOO	Mosquito Control Reimbursement	6,500	8,000	0,133		
444G00	Administrative Reimbursement	3,819	5,000	1,723		
	TOTAL	66,962	122,000	45,428		1,600
	MISCELLANEOUS					
450GOO	Donations - parks	75	50	0	_	50
451GOO	Sales - other (copies, equip sales, misc)	261	250	33,397	33,410	250
452GOO	Credits & Refunds - general	9,621	2,000	8,189		7,500
453GOO 454GOO	Other - general (T/Clerk & Marshal fees)	4,818 32,698	4,000 35,000	3,517 35,357	3,800 38,000	4,000 38,000
454GOO 459GOO	Special Events (festivals,concerts,movies) Donations - RCD & MainStreet	32,698 900	500	35,357 10		500
455GOO	Interest Income	10,611	5,000	11,075		10,000
456GOO	Investment Income/Desig Reserves	3,778	2,500	3,077	4,471	3,500
457GOO	Investment Income/Cap Project Reserves	742	400	195		200
	TOTAL	63,504	49,700	94,817	110,386	64,000
	TOTAL GENERAL FUND REVENUES	2,413,239	2,401,672	1,812,680	2,637,162	881,952
	TOTAL AVAILABLE RESOURCES	3,737,336	3,630,817	1,812,680		

GENER	RAL FUND					
	October 8, 2019 - DRAFT	2018	2019	AS OF	ESTIMATED	2020
	,	ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT	#EXPENDITURES					
	ADMINISTRATIVE SERVICES					
	PERSONNEL	404 ===0	10= 0.1=	205.004	450 500	
500GOO	Administrative Wages	434,778	427,917	305,691	450,523	
509GOO	Council Compensation	17,600	19,850	10,050	20,850	
510GOO	Planning Commission Compensation	13,200	17,400	8,700	17,400	
501GOO	Employer Tax Expense Health Insurance	35,013	35,585	24,610		
502GOO 503GOO	Retirement Fund	66,622	69,264 17,117	48,415 9,686		
504GOO	Workers Compensation Insurance	14,051 1,020	2,595	2,125	2,200	2,000
304600	PROFESSIONAL SERVICES	1,020	2,393	2,125	2,200	2,000
511GOO	Town Attorney	53,275	70,000	31,371	60,000	70,000
512GOO	Auditing Services	5,900	5,900	6,150	6,150	6,150
514GOO	Consulting Services	2,130	28,000	7,859	,	5,000
556GOO	IT Services	5,726	9,309	7,579		0,000
513GOO	Planning Consulting	86,384	17,000	16,108	16,108	
515GOO	County Treasurer Services	5,208	7,500	4,888	7,200	7,500
519GOO	Contractural Services	48,739	75,000	25,980		.,000
538GOO	Muni-Revs Services	13,025	10,500	7,206		12,285
539GOO	Human Resources Consulting	2,803	3,000	2,608		2,800
516GOO	Refuse Collection Franchise	195,590	154,000	93,027	158,620	156,000
	ADMINISTRATIVE EXPENSE	,		· · · · · · · · · · · · · · · · · · ·	,	· · · · · · · · · · · · · · · · · · ·
520GOO	Insurance (Property & Casualty)	6,215	6,000	1,000	8,000	7,315
521GOO	Conferences, Workshops & Training	3,607	10,000	2,780	5,000	8,000
522GOO	Dues & Memberships	1,848	2,800	3,536	4,045	4,150
523GOO	Council/Pcomm - Conferences & Training	870	4,000	2,051	4,000	4,000
524GOO	Reimbursable Bonds & Permits	9,221	12,500	13,823	22,500	16,000
525GOO	Unemployment Tax (all)	3,291	3,450	1,724	3,350	3,450
526GOO	Life Insurance (all)	512	600	347	525	600
527GOO	Personnel - Recruitment/Testing	312	1,500	1,557		1,500
536GOO	Wellness Program	11,769	16,350	4,006	12,833	16,566
528GOO	Other - admin.	221	1,000	299	1,000	1,000
	OFFICE EXPENSE					
540GOO	Printing & Publishing	1,577	2,500	407	1,000	1,500
541GOO	Office Supplies	4,951	6,000	2,889		5,000
542GOO	Utilities	1,428	1,600	933		1,600
543GOO	Telephone	1,999	3,500	1,372		3,000
544GOO	Elections	45	2,500	117	117	2,500
530GOO	Computer	2,637	3,482	1,403		1,500
545GOO	Janitorial Services	6,800	6,800	2,267	3,875	6,800
546GOO	Council/PCommission - Materials/Equipment	450	1,000	1,244	1,245	1,000
547GOO	Records Management	303	250	11	250	500
548GOO	Office Equipment - Leases	3,192	3,000	1,698	3,250	3,250
549GOO	Office Equipment - Maintenance/Repairs	0	700	0		700
550GOO	Filing Fees/Recording Costs	235	850	806	1,000	850
551GOO	Postage - general	1,885	1,000	515		1,000
552GOO	GIS Mapping - admin	4,465	5,000	975		2,000
553GOO	Meetings & Community Events	6,367	14,000	2,644	14,000	10,000
554GOO	Website Maintenance	0	3,000	1.050		0.500
537GOO	Bank & Misc. Fees & Charges	1,404	3,500	1,050	2,000	2,500
E20000	COMMUNITY & ECONOMIC DEVELOPMENT		50 400	00.040	F0 000	F0 000
529GOO	Tourism Promotion	55,837	50,400	26,848		56,000
531GOO	Community Outreach	2,932	2,500	435		3,000
532GOO	Creative District	5,547	33,000	4,182		25,150
533GOO	Economic Development	20,864	10,000	2,725		12,500
781POO	Events and Festivals	50,446	59,000	52,072		62,000
5075GO1	Region 10 & Broadband Participation	62,396	50,000	1,207	50,000	

October 8, 2019 - DRAFT	2018	2019	AS OF	ESTIMATED	2020
	ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
		BUDGET			BUDGET
VEHICLE EXPENSE					
Gas & Oil	0	1,000	0	0	0
Vehicle Maintenance & Repair	0	500	0	0	0
CAPITAL OUTLAY					
Office Equipment Purchase	2,755	8,500	4,996	8,000	8,500
DEBT SERVICE					
RAMP Bond-BB&T Governmental Financing	116,553	118,681	16,841	118,681	116,055
COUNCIL INITIATIVES					
Uncompangre Volunteer Legal Aid	3,000	3,000	0	3,000	
Partners Program	1,000	1,000	0	1,000	1,000
Colorado West Land Trust	0	2,000	2,000	2,000	
Voyager Program	7,000	7,000	7,000	7,000	7,000
Juvenile Diversion	5,000	6,500	6,500	6,500	
Other Contributions	5,565	12,500	3,000	4,500	6,000
KVNF Radio	1,000	1,000	0	1,000	
Center for Mental Health	500	500	0	500	
Second Chance Humane Society	6,500	6,500	0	6,500	
Neighbor to Neighbor Program	1,000	1,000	0	1,000	
Affordable Housing	0	1,500	0	1,500	
Eco Action Partners	5,000	5,000	0	5,000	6,000
Student Scholarship	1,000	1,000	1,000	1,000	
Public Art Ridgway Colorado	3,000	3,000	3,000	3,000	3,000
CO Mountain Bike Assoc - Ridgway Chapter	1,000	1,000	0	1,000	
Uncompaghre Watershed Partnership	3,000	3,000	3,000	3,000	
George Gardner Scholarship Fund	0	1,000	1,000	1,000	1,000
Ouray County Soccer Association	3,000	2,000	0	2,000	
ADA Small Business Grant	0	2,500	0	0	
Sherbino Theater	5,000	5,000	0	5,000	5,000
Ouray County Food Pantry	900	1,000	0	1,000	
Weehawken Creative Arts					5,000
SUBTOTAL COUNCIL INITIATIVES	52,465	67,000	26,500	56,500	29,000
ADMINISTRATIVE EXPEND. SUBTOTAL	1,446,463	1,487,400	797,313	1,449,742	680,221
Weehawl SI	ken Creative Arts JBTOTAL COUNCIL INITIATIVES	ounty Food Pantry 900 ken Creative Arts JBTOTAL COUNCIL INITIATIVES 52,465	bunty Food Pantry 900 1,000 ken Creative Arts JBTOTAL COUNCIL INITIATIVES 52,465 67,000	Sunty Food Pantry 900 1,000 0 Ken Creative Arts JBTOTAL COUNCIL INITIATIVES 52,465 67,000 26,500	Sunty Food Pantry 900 1,000 0 1,000 Ken Creative Arts JBTOTAL COUNCIL INITIATIVES 52,465 67,000 26,500 56,500

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	October 8, 2019 - DRAFT	2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT	#EXPENDITURES					
	STREETS & MAINTENANCE					
	PERSONNEL					
600GO2	Streets Wages	101,374	94,053	65,100	94,740	
605GO2	Streets - Seasonal Wages	81	2,500	1,026		(
601GO2	Employer Tax Expense	7,049	7,386	5,054	7,326	
602GO2	Health Insurance	16,122	20,055	12,659	20,408	
603GO2	Retirement Fund	3,627	3,762	2,604	3,790	
604GO2	Workers Compensation Insurance	4,621	4,985	0	4,674	3,700
	ADMINISTRATIVE EXPENSE					
613GO2	Office - miscellaneous	752	750	143	500	75
621GO2	Workshops & Training	0	3,000	591	1,000	1,500
628GO2	Other - streets	0	500	0	0	500
614GO2	Consulting & Contractural Services	17,207	225,200	66,303	204,500	15,60
615GO2	IT Services	178	846	622	1,000	
	OPERATING EXPENSE					
631GO2	Maintenance & Repairs	4,376	8,500	24	4,000	6,000
632GO2	Supplies & Materials	1,709	5,000	757	2,000	3,00
635GO2	Gravel & Sand	3,302	30,000	2,382	5,500	30,00
636GO2	Dust Prevention (mag chloride)	29,050	40,000	30,600	37,080	40,00
637GO2	Paving & Maintenance	6,310	6,500	5,510	5,510	49,00
667GO2	Street Sweeping	6,280	7,000	2,650	4,100	10,000
633GO2	Tools	171	500	0	500	50
638GO2	Street Lighting	4,098	10,000	2,966	5,400	7,500
639GO2	Street Signs	2,097	5,000	2,321	2,500	3,500
634GO2	Safety Equipment	600	1,000	368	1,000	1,000
682GO2	Tree Trimming - Rights-of-Ways	644	3,000	0	3,000	6,00
666GO2	Landscaping - Rights-of-Ways		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		-,	32,50
663GO2	Storm Drainage	4,950	40,000	0	0	40,00
662GO2	Snow Removal Equipment & Services	10.284	12,100	8,256	12,100	12,10
	SHOP EXPENSE	-, -	,	.,	,	, -
642GO2	Utilities	2,092	2,400	1,797	3,000	3,00
643GO2	Telephone	1,211	1,450	870	1,305	1,50
630GO2	Computer	2,199	317	128		150
	VEHICLE EXPENSE					
660GO2	Gas, Oil & Diesel	5,033	5,500	3,408	5,800	5,500
661GO2	Vehicle & Equip Maintenance & Repair	3,136	8,000	5,965		8,00
	DEBT SERVICE	,	,	· · · · · · · · · · · · · · · · · · ·	·	,
691GO2	Equipment Leases - CAT Equipment CAPITAL OUTLAY	6,306				
670GO2	Vehicle Purchase		30,000	31,250	31,250	
671GO2	Office Equipment Purchase	25	500	31,230		500
671GO2 672GO2	Equipment Purchase	11,117	28,750	18,732	•	50
012002	Equipment i dionase	11,117	20,730	10,132	10,732	
	STREETS & MAINT. EXP. SUBTOTAL	256,001	608,554	272,086	489,869	281,800

	O-4-1 0 0040 DD455	0040	0040	40.05	FOTIMATES	0000
	October 8, 2019 - DRAFT	2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
ACCOUNT	#EXPENDITURES					
	PARKS, FACILITIES & ENVIRONMENT					
	PERSONNEL					
700POO	Parks Maintenance Wages	27,630	12,000	8,281	14,633	
706POO	Parks Maintenance - Seasonal Wages	42,015	75,500	48,447	65,127	
701POO	Employer Tax Expense	5,146	6,694	4,353	6,102	
702POO	Health Insurance	0	2,865	2,000	4,000	
703POO	Retirement Fund	0	480	331	585	
704POO	Workers Compensation Insurance	5,759	4,920	2,146	4,609	2,400
	ADMINISTRATIVE EXPENSE		.,		.,	
719POO	Contractural Services	5,937	2,000	2,843	5,843	5,400
720POO	Insurance (Property & Casualty)	6,000	6,459	5,719	6,459	7,314
721POO	Workshops & Training	0	2,000	340	361	1,500
728POO	Other - parks	0	500	0	0	500
	COMMUNITY CENTER					
732PO1	Supplies - community center	3,001	4,000	1,718	3,000	3,000
742PO1	Utilities - community center	1,428	1,600	933	1,450	1,500
779PO1	Janitorial Services - community center	6,800	6,800	2,267	2,875	6,800
731PO1	Maintenance & Repairs - community center	14,807	5,000	589	1,500	5,000
	OPERATING EXPENSE					
731POO	Maintenance & Repair	1,648	5,000	5,877	7,000	21,700
732POO	Supplies & Materials	26,867	21,000	10,291	15,000	20,000
733POO	Tools	0	3,000	1,969	2,000	2,500
734POO	Safety Equipment	44	600	53	53	500
741POO	Telephone	0	250	0	0	250
742POO	Utilities	3,656	4,000	5,329	7,000	7,000
729POO	IT Services		846	387	635	
730POO	Computer		317	128	128	150
779POO	Janitorial Service - parks	3,000	3,000	1,000	2,000	3,000
765POO	River Corridor Maintenance&Gravel Removal	7,365	5,000	0	0	5,000
767POO	Urban Forest Management	10,000	10,000	4,650	10,000	20,000
768POO	Mosquito Control	9,280	12,000	8,913	10,308	12,000
769POO	Weed Control	0	500	0	0	500
	VEHICLE EXPENSE					
760POO	Gas & Oil	1,052	1,400	1,372	2,500	2,500
761POO	Vehicle & Equipment Maint & Repair	2,147	3,000	1,011	3,200	3,500
	CAPITAL OUTLAY		·			
772POO	Equipment Purchase		23,250	18,349	18,349	
775POO	Park Improvements	4,000	25,000	13,759	19,300	650
	PARKS 2 FASH ITHS 5V5-V5 2V5-C5 V	407 500	040.004	450.055	044.04=	400.00
	PARKS & FACILITIES EXPEND. SUBTOTAL	187,582	248,981	153,055	214,017	132,664

PENDITURES W ENFORCEMENT RESONNEL W Enforcement Wages W Enforcement - Part Time Wages Inicipal Judge Inicipal Court Clerk Using Stipend Inployer Tax Expense alth Insurance tirement Fund Drikers Compensation Insurance FICE EXPENSE Intractural Services	2018 ACTUAL 169,792 42,976 1,518 4,140 20,815 16,552 28,314 4,733 7,993	2019 ADOPTED BUDGET 159,120 66,600 1,656 4,140 18,000 19,088 34,380 6,365 8,928	107,826 46,358 1,104 2,760 8,000 12,091 21,855 3,307	ESTIMATED YR. END 2019 155,000 66,600 1,656 4,140 18,000 17,396	ADOPTED BUDGET
W ENFORCEMENT FRONNEL W Enforcement Wages W Enforcement - Part Time Wages Inicipal Judge Inicipal Court Clerk Using Stipend Inployer Tax Expense Intelligent Fund Indexes Compensation Insurance I	169,792 42,976 1,518 4,140 20,815 16,552 28,314 4,733	159,120 66,600 1,656 4,140 18,000 19,088 34,380 6,365	107,826 46,358 1,104 2,760 8,000 12,091 21,855	155,000 66,600 1,656 4,140 18,000 17,396	
W ENFORCEMENT FRONNEL W Enforcement Wages W Enforcement - Part Time Wages Inicipal Judge Inicipal Court Clerk Using Stipend Inployer Tax Expense Intelligent Fund Indexes Compensation Insurance I	42,976 1,518 4,140 20,815 16,552 28,314 4,733	159,120 66,600 1,656 4,140 18,000 19,088 34,380 6,365	46,358 1,104 2,760 8,000 12,091 21,855	66,600 1,656 4,140 18,000 17,396	BUDGET
W ENFORCEMENT FRONNEL W Enforcement Wages W Enforcement - Part Time Wages Inicipal Judge Inicipal Court Clerk Using Stipend Inployer Tax Expense Intelligent Fund Indexes Compensation Insurance I	42,976 1,518 4,140 20,815 16,552 28,314 4,733	66,600 1,656 4,140 18,000 19,088 34,380 6,365	46,358 1,104 2,760 8,000 12,091 21,855	66,600 1,656 4,140 18,000 17,396	
W Enforcement Wages W Enforcement - Part Time Wages W Enforcement - Part Time Wages Inicipal Judge Inicipal Court Clerk Using Stipend Inployer Tax Expense Inicipal Court Clerk Inployer Tax Expense Insurance Itirement Fund	42,976 1,518 4,140 20,815 16,552 28,314 4,733	66,600 1,656 4,140 18,000 19,088 34,380 6,365	46,358 1,104 2,760 8,000 12,091 21,855	66,600 1,656 4,140 18,000 17,396	
w Enforcement Wages w Enforcement - Part Time Wages inicipal Judge inicipal Court Clerk using Stipend inployer Tax Expense alth Insurance tirement Fund orkers Compensation Insurance FFICE EXPENSE	42,976 1,518 4,140 20,815 16,552 28,314 4,733	66,600 1,656 4,140 18,000 19,088 34,380 6,365	46,358 1,104 2,760 8,000 12,091 21,855	66,600 1,656 4,140 18,000 17,396	
W Enforcement - Part Time Wages Inicipal Judge Inicipal Court Clerk Inicipal Stipend Inployer Tax Expense Inicipal Stipend Inployer Tax Expense Inicipal Stipend Inployer Tax Expense	42,976 1,518 4,140 20,815 16,552 28,314 4,733	66,600 1,656 4,140 18,000 19,088 34,380 6,365	46,358 1,104 2,760 8,000 12,091 21,855	66,600 1,656 4,140 18,000 17,396	
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using Stipend nployer Tax Expense alth Insurance tirement Fund orkers Compensation Insurance FICE EXPENSE	20,815 16,552 28,314 4,733	18,000 19,088 34,380 6,365	8,000 12,091 21,855	18,000 17,396	
aployer Tax Expense alth Insurance tirement Fund orkers Compensation Insurance FICE EXPENSE	16,552 28,314 4,733	19,088 34,380 6,365	12,091 21,855	17,396	
alth Insurance tirement Fund orkers Compensation Insurance FFICE EXPENSE	28,314 4,733	34,380 6,365	21,855		
tirement Fund orkers Compensation Insurance FICE EXPENSE	4,733	6,365			
orkers Compensation Insurance	4,733	6,365		34,353	
FICE EXPENSE				5,000	
FICE EXPENSE			8,500	8,928	6,600
ntractural Services		, i	,		
	6,983	35,658	4,274	25,000	35,000
Services	973	4,080	2,966	4,100	· · · · · · · · · · · · · · · · · · ·
es & Memberships	583	750	0	450	500
ice Supplies	1,524	1,500	1,063	1,500	1,500
lities	1,428	1,600	933	1,470	1,600
ephone	4,090	4,000	3,089	4,650	4,500
mputer	2,170	1,551	938	938	1,500
ice Equip - Maintenance/Repairs		100	0	0	100
PERATING EXPENSE					
uipment & Supplies	5,484	7,000	1,250	4,000	10,000
nferences, Workshops & Training	6,373	7,000	1,436	2,000	4,000
					3,000
					2,000
		-		·	400
					1,000
					39,000
Ŭ i					500
HICLE EXPENSE		1,000			
s & Oil	7,434	7,500	4,385	7,500	7,500
dio/Radar Repair	371	750	216	500	500
hicle Maintenance & Repair	5,758	8,000	5,327	8,000	8,000
PITAL OUTLAY		·			
hicle Purchase	72,713	0	0	0	
ice Equipment Purchase	2,882	8,000	2,552	3,000	
AW ENFORCEMENT EXP. SUBTOTAL	460.400	463.980	282.445	429.538	127,200
i	forms ffic & Investigations sting & Examinations ser - law enforcement patch Services Iti-Jurisdictional Program Participation mmunity Outreach Programs HICLE EXPENSE s & Oil dio/Radar Repair nicle Maintenance & Repair PITAL OUTLAY nicle Purchase	forms 2,144 ffic & Investigations 67 sting & Examinations 0 her - law enforcement 1,060 patch Services 35,530 lti-Jurisdictional Program Participation 6,000 mmunity Outreach Programs 0 HICLE EXPENSE 5 s & Oil 7,434 dio/Radar Repair 371 nicle Maintenance & Repair 5,758 PITAL OUTLAY 9 nicle Purchase 72,713 ice Equipment Purchase 2,882	forms 2,144 3,000 ffic & Investigations 67 2,000 sting & Examinations 0 500 her - law enforcement 1,060 1,500 patch Services 35,530 44,214 Iti-Jurisdictional Program Participation 6,000 6,000 mmunity Outreach Programs 0 1,000 HICLE EXPENSE 8 0il 7,434 7,500 dio/Radar Repair 371 750 750 nicle Maintenance & Repair 5,758 8,000 PITAL OUTLAY 0 72,713 0 ice Equipment Purchase 2,882 8,000	forms 2,144 3,000 1,583 ffic & Investigations 67 2,000 1,065 sting & Examinations 0 500 193 ter - law enforcement 1,060 1,500 220 patch Services 35,530 44,214 33,154 tit-Jurisdictional Program Participation 6,000 6,000 6,000 mmunity Outreach Programs 0 1,000 0 HICLE EXPENSE 8 0il 7,434 7,500 4,385 dio/Radar Repair 371 750 216 nicle Maintenance & Repair 5,758 8,000 5,327 PITAL OUTLAY 9 0 0 nicle Purchase 72,713 0 0 ice Equipment Purchase 2,882 8,000 2,552	forms 2,144 3,000 1,583 3,000 ffic & Investigations 67 2,000 1,065 1,750 sting & Examinations 0 500 193 193 ter - law enforcement 1,060 1,500 220 200 patch Services 35,530 44,214 33,154 44,214 Iti-Jurisdictional Program Participation 6,000 6,000 6,000 6,000 mmunity Outreach Programs 0 1,000 0 0 HICLE EXPENSE 8 0il 7,434 7,500 4,385 7,500 dio/Radar Repair 371 750 216 500 nicle Maintenance & Repair 5,758 8,000 5,327 8,000 PITAL OUTLAY 9 0 0 0 0 cicle Equipment Purchase 2,882 8,000 2,552 3,000

GENERAL FUND						
October 8, 2019	- DRAFT	2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
TOTAL GENERA	L FUND EXPENDITURES	2,350,446	2,808,915	1,504,899	2,583,166	1,221,885
TRANSFER CAPITAL PROJECT -	Space to Create Project					
TOTAL TRANS.	TO CAPITAL PROJECTS	0	0	0	0	
Retirement & Sev	verance Pay Out		20,000		0	
Emergency Rese	rves		20,000		0	
ENDING GENER	AL FUND BALANCE	1,386,890	781,902		1,440,886	1,100,953
Restricted for Ca	pital Improvement Fund		0			0
	(per GASBY 54)				

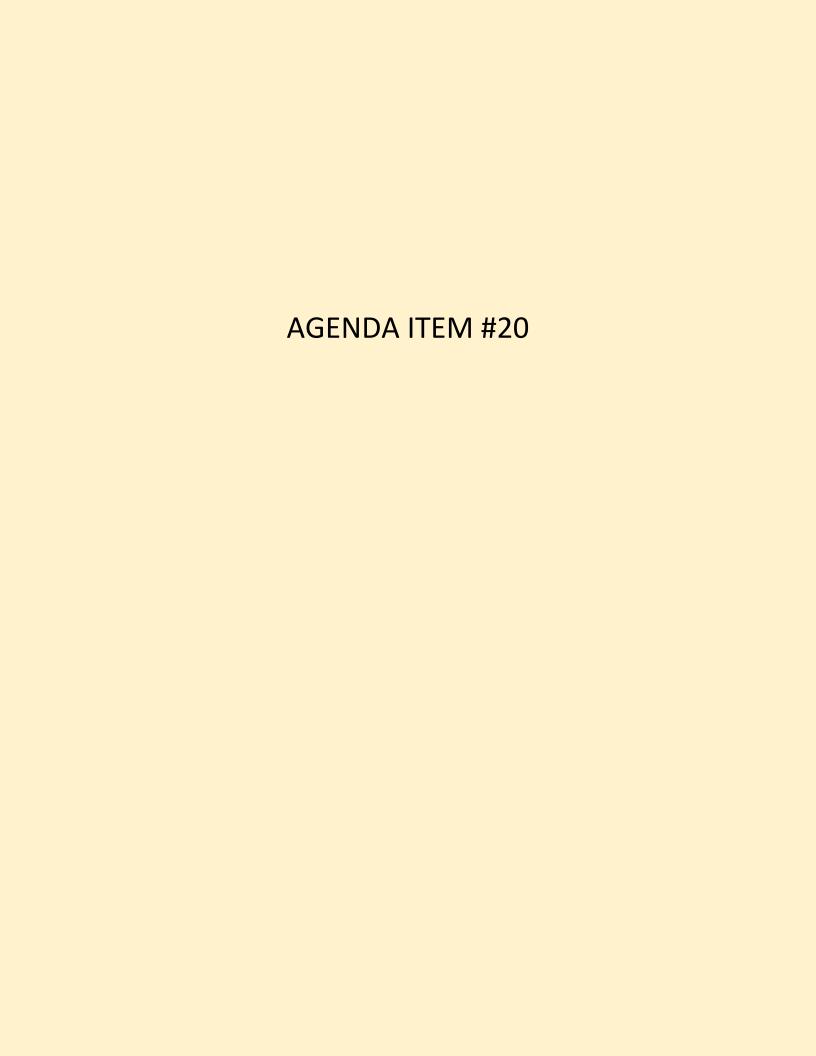
WATER	ENTERPRISE FUND					
		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
A COCULINIT!	BEGINNING FUND BALANCE	500,263	524,581		561,429	653,757
ACCOUNT#						
460WOO	Water Service Charges	426,870	514,380	405,265	564,000	
460WOO 461WOO	Water Service Charges Penalty Fees on Water Charges	3,340	3,000	2,210	2,865	3,000
462WOO	Transfer fees - water	561	750	480	560	5,000
464WOO	Material/Labor Reimbursement - water	12.906	20,000	5,780	7,250	20,000
463WOO	Tap Fees - water	60,150	66,000	21,000	27,000	20,000
465WOO	Other - water	00,130	37,500	0	0	37,500
456WOO	Investment Income/Desgn Reserves	7,878	4,500	7,627	11,020	8,000
1001100	TOTAL WATER FUND REVENUES	511,705	646,130	442,362	612,695	69,050
	TO THE WATER TO SHE REVENUES	011,100	0 10,100	,	0.2,000	
	TOTAL AVAILABLE RESOURCES	1,011,968	1,170,711	442,362	1,174,124	722,807
	EXPENDITURES					
	REDSONNEL					
	PERSONNEL	100 ==0	404 4=0	00.100	400.000	
900WOO	Water Wages	123,758	121,170	93,469	126,320	
905WOO	Water - Seasonal Wages	1,809	3,600	1,479	1,479	C
901WOO	Employer Tax Expense	9,144	9,545	6,820	9,777	
902WOO	Health Insurance	21,504	25,785	16,004	23,879	
903WOO	Retirement Fund	4,317	4,847	3,533	4,669	0.500
904WOO	Workers Compensation Insurance ADMINISTRATIVE EXPENSE	6,116	5,225	5,436	4,915	3,500
02014/00		6,959	7 402	7,425	7 405	7 24 4
920WOO	Insurance (Property & Casualty)	885	7,403	,	7,425 2,200	7,314
921WOO	Workshops & Training Wellness Program	1,399	2,500 1,650	1,151		2,500
919WOO 914WOO	Consulting & Engineering Services	22,065	90,500	799 18,645	1,650 72,900	1,866 27,350
917WOO	IT Services	419	846	2,046	2,690	27,330
912WOO	Auditing Services	3,000	3,000	3,075	3,075	3,075
911WOO	Legal Services	1,381	25,000	1,425	2,500	3,000
918WOO	Permits - water	310	1,650	310	1,650	1,650
0.00	OFFICE EXPENSE	0.0	.,000	0.0	.,000	.,000
913WOO	Office - misc	1,363	2,500	1,145	2,000	2,500
915WOO	Dues & Memberships	186	400	149	225	250
916WOO	Filing Fees/Recording Costs	214				150
942WOO	Utilities	10,153	12,000	8,111	12,000	12,500
943WOO	Telephone	2,326	2,450	1,749	2,500	2,500
930WOO	Computer	3,188	317	128		200
941WOO	Office Supplies	1,057	2,000	1,221	1,500	1,500
947WOO	Records Management	112	250	0	100	100
948WOO	Office Equipment - Leases	408	500	196	336	350
949WOO	Office Equipment - Maint & Repairs	200	250	0	0	250
951WOO	Postage - water	1,945	2,000	1,554	1,950	2,000
952WOO	GIS Mapping - water	4,450	4,500	975	2,000	4,000
	OPERATING EXPENSE					
931WOO	Maintenance & Repairs	55,974	155,000	9,473	20,000	102,000
932WOO	Supplies & Materials	14,384	10,000	12,014	26,800	20,000
933WOO	Tools	171	1,000	0	500	500
988WOO	Taps & Meters	19,105	20,000	4,979	10,000	20,000
989WOO	Plant Expenses - water	19,800	22,000	13,200	22,000	22,000
934WOO	Safety Equipment	727	1,600	445	1,000	1,600
990WOO	Testing - water	3,958	4,500	2,602	4,500	4,500
987WOO	Weed Control	0	5,000	0	5,000	5,000
928WOO	Other - water	175	550	308	308	250
	VEHICLE EXPENSE					
960WOO	Gas & Oil	5,078	4,500	2,944	4,500	4,500
961WOO	Vehicle & Equipment Maint & Repair	3,128	6,000	5,097	7,000	6,000

WATER	ENTERPRISE FUND					
		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
	CAPITAL OUTLAY					
971WOO	Office Equipment Purchase	25	500	135	135	1,000
972WOO	Equipment Purchase	5,256	46,250	45,257	45,257	
	DEBT SERVICE					
991WOO	Equipment Leases - CAT Equipment	6,306				
997WOO	Debt Service - CWCB (1)	7,571	7,571	7,571	7,571	7,568
992WOO	Debt Service - DOLA	9,795	9,795	9,795	9,795	9,795
993WOO	Debt Service - CWRPDA	22,500	22,500	11,250	22,500	22,500
994WOO	Debt Service - Bank of Colorado	17,000	14,665	6,706	14,665	0
998WOO	Debt Service - CWCB (2)	30,918	30,918	0	30,918	30,918
	TOTAL WATER FUND EXPENDITURES	450,539	692,437	308,642	520,367	334,686
	Retirement & Severance Payout		8,000		0	
	Emergency Reserves		20,000		0	
	ENDING WATER FUND BALANCE	561,429	450,274		653,757	388,121
<u>.</u> I						

SEWER	ENTERPRISE FUND					
		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
	BEGINNING SEWER FUND BALANCE	781,610	852,039		899,731	910,560
ACCOUNT	#	,	,		,	•
	REVENUES					
460SOO	Sewer Service Charges	312,679	311,000	210,053	313,000	
461SOO	Penalty Fees on Sewer Charges	3,215	3,000	2,210	2,865	3,000
462SOO	Transfer Fees - sewer	520	750	420	500	500
464SOO	Material/Labor Reimbursement - sewer	0	3,000	0	0	1,500
463SOO	Tap Fees - sewer	58,640	66,000	18,500	23,000	.,000
465SOO	Other - sewer	0	100	0	0	(
456SOO	Investment Income - Desgn Reserves	13,493	8,000	13,286	19,300	15,000
	TOTAL SEWER FUND REVENUES	388,547	391,850	244,469	358,665	20,000
		333,311	001,000	211,100	000,000	
	TOTAL AVAILABLE RESOURCES	1,170,157	1,243,889	244,469	1,258,396	930,560
	EXPENDITURES					
	LA: LINDITORES					
	PERSONNEL			·		
900SOO	Sewer Wages	102,691	99,863	78,705	105,127	
905SOO	Sewer-Seasonal Wages	900	3,600	201	201	C
901SOO	Employer Tax Expense	7,526	7,915	5,599	8,042	
902SOO	Health Insurance	16,128	20,055	12,004	17,879	
903SOO	Retirement Fund	3,482	3,995	2,943	3,822	
904SOO	Workers Compensation Insurance	4,846	3,402	3,402	3,091	2,250
	ADMINISTRATIVE EXPENSE					
920SOO	Insurance (Property & Casualty)	6,451	7,403	7,425	7,425	7,315
921SOO	Workshops & Training	330	1,500	786	1,000	1,500
914SOO	Consulting & Engineering Services	12,990	7,500	12,522	17,400	14,750
917SOO	IT Services	419	846	2,122	2,750	
912SOO	Auditing Services	2,900	2,900	3,075	3,075	3,075
911SOO	Legal Services	49	3,000	0	0	3,000
919SOO	Wellness Program	1,399	1,650	799	1,650	1,868
	OFFICE EXPENSE					
913SOO	Office - misc	1,221	2,500	624	1,000	2,500
915SOO	Dues & Memberships	186	400	149	225	300
916SOO	Filing Fees/Recording Costs	79	100	32	50	100
941SOO	Office Supplies	989	2,000	1,001	1,500	1,500
942SOO	Utilities	39,366	45,000	26,769	45,000	45,000
943SOO	Telephone	1,394	1,600	1,042	1,570	1,600
930SOO	Computer	2,913	317	128	128	150
947SOO	Records Management	112	150	0	100	150
948SOO	Office Equipment - Leases	336	500	196	336	500
949SOO	Office Equipment - Maint & Repairs	200	250	0	0	250
951SOO	Postage - sewer	1,232	2,000	1,069	1,450	2,000
952SOO	GIS Mapping - sewer	4,524	4,000	975	2,000	4,000
	OPERATING EXPENSE					
931SOO	Maintenance & Repairs	16,010	32,500	21,655	38,000	22,500
932SOO	Supplies & Materials	3,922	10,000	2,662	7,500	10,000
933SOO	Tools	171	1,000	0	500	500
918SOO	Testing & Permits	4,060	4,400	3,034	4,400	4,400
928SOO	Other - sewer	175	550	308	308	250
934SOO	Safety Equipment	493	1,600	445	1,000	1,600
987SOO	Weed Control	0	500	0	0	500
	VEHICLE EXPENSE					
960SOO	Gas & Oil	3,422	4,000	2,312	4,000	4,000
961SOO	Vehicle & Equipment Maint & Repairs	2,010	6,000	4,280	6,000	6,000

SEWER	R ENTERPRISE FUND					
		2018	2019	AS OF	ESTIMATED	2020
		ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPTED
			BUDGET			BUDGET
	DEBT SERVICE					
991SOO	Equipment Leases - CAT Equipment	6,305				
996SOO	Debt Service - DOLA	15,915	15,915	15,915	15,915	15,915
	CAPITAL OUTLAY					
971SOO	Office Equipment Purchase	25	500	135	135	1,000
972SOO	Equipment Purchase	5,255	44,250	45,257	45,257	
978SOO	Bio-Solid Removal					
	TOTAL SEWER FUND EXPENDITURES	270,426	343,661	257,571	347,836	158,473
	Retirement & Severance Payout		8,000			
	Emergency Reserves		20,000			
	ENDING SEWER FUND BALANCE	899,731	872,228		910,560	772,087

GWAY GENERAL IMPROVEMEN					
	2018	2019	AS OF	ESTIMATED	2020
	ACTUAL	ADOPTED	9/1/2019	YR. END 2019	ADOPT
		BUDGET			BUDGE
BEGINNING FUND BALANCE	34,799	34,534			
REVENUES					
Operation & Maint. (Ballot #5A, 1996)					
Debt Increase (Ballot#5B, 1996)					
Interest	35	35			
TOTAL GID #1 REVENUES	35	35		0	
TOTAL AVAILABLE RESOURCES	34,834	34,569		0	
EXPENDITURES					
OPERATING EXPENSE					
Construction & Paving					
Administration/Engineering/Legal		4,500		600	
Maintenance					
CAPITAL OUTLAY					
Chipseal/Overlay Streets					
Highway Enhancement Projects # 3&4					
Culvert & Drainage Improvements		20,000			
TOTAL GID #1 EXPENDITURES	0	24,500		600	
ENDING FUND BALANCE	34,834	10,069		-600	





To: Colorado Public Utilities Commission

From: Ridgway Town Council

Re: Tri-State Generation and Transmission Rulemaking

Docket 19R-0408E

Member coop: San Miguel Power Association

Date: Oct. 10th, 2019

The Town of Ridgway is submitting comments regarding the Tri-State Rulemaking, to request that the Public Utilities Commission put in place rules that support Colorado Senate Bill 19-236, requiring that Tri-State Generation and Transmission submit and follow energy resource plans (ERPs) that reflect the needs of the rural areas where Tri-State supplies power.

We ask that the PUC require Tri-State Generation and Transmission to evaluate the cost of existing resources during its Energy Resource Planning to ensure that Tri-State appropriately calculates all the risks and costs of its existing coal fleet.

Additionally, we ask that the PUC require Tri-State to utilize the 'Social Cost of Carbon' in its ERP to account for the health and environmental impacts of carbon emissions on rural Colorado.

San Miguel Power has reached the Tri-State-imposed 5% limit for producing energy locally. Our neighbors to the north (Delta Montrose Electric Assn.) and to the south (La Plata Electric Assn.) will soon have much lower electricity costs than SMPA, as those two coops have begun the process to buy out of their contracts with Tri-State. Tri-State members shouldn't be paying more for outmoded energy than similar regions in Colorado for clean renewables.

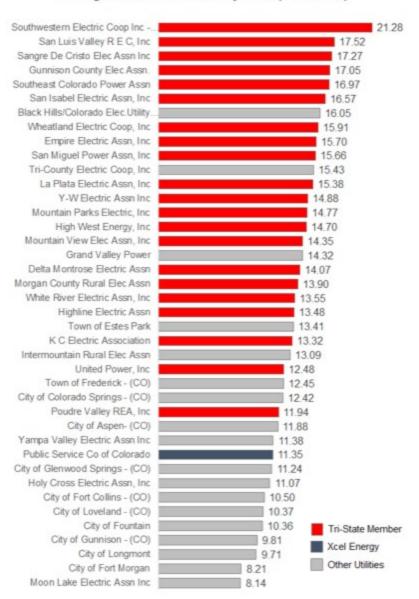
There is strong support locally for renewable energy, as Ridgway residents have recognized the importance of reducing greenhouse gas emissions in maintaining local resilience for a healthy economy.

Rural Colorado should have an opportunity to fully participate in clean energy economic benefits that the rest of the West is participating in. Please ensure that Tri-State is subject to the same regulations as other electric utilities in Colorado, which will help move Tri-State toward increasing the use of renewably generated electricity and decreasing the cost of power in Colorado.

Thank you for your consideration.

John Clark Mayor, Town of Ridgway

Average Residential Electricity Price (cents/kWh)



Source: EIA

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

PROCEEDING NO. 19R-0408E

IN THE MATTER OF THE PROPOSED RULES IMPLEMENTING SENATE BILL 19-236 REGARDING INTEGRATED OR ELECTRIC RESOURCE PLANS FOR WHOLESALE ELECTRIC COOPERATIVES.

NOTICE OF PROPOSED RULEMAKING

Mailed Date: July 31, 2019 Adopted Date: July 25, 2019

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I. **BY THE COMMISSION**

A. Statement

- The Colorado Public Utilities Commission issues this Notice of Proposed 1. Rulemaking (NOPR) to amend the Commission's Rules Regulating Electric Utilities, 4 Code of Colorado Regulations (CCR) 723-3 (Electric Rules). The proposed amendments revise certain provisions in the rules governing Electric Resource Planning (ERP Rules) at 4 CCR 723-3-3600, et seq., as they apply to wholesale electric cooperatives.
- The purpose of this NOPR is to fulfill the requirement in Senate Bill (SB) 19-236, 2. codified at § 40-2-134, C.R.S. (Section 134), that requires the Commission to adopt rules that address application filings from wholesale electric cooperatives for Commission approval of their integrated or electric resource plans (ERPs). It is the intention of the Commission to proceed deliberatively and swiftly to conduct this rule-making.
- 3. Interested persons will have opportunities to submit written comments on the proposed rules and to provide oral comments at the scheduled hearing. The Commission welcomes the submission of alternative proposed rules, including both consensus proposals joined by multiple stakeholders and individual proposals. Participants are encouraged to provide redlined rules if possible.

В. Overview

4. The proposed rules attached to this Decision reflect the Commission's decade-long examination of the resource planning of Tri-State Generation and Transmission Association, Inc. (Tri-State) and the culmination of those efforts upon the enactment of Section 134.1 The proposed rules that will govern Tri-State build substantively on the

¹ Decision No. C09-0092, issued January 30, 2009, Proceeding No. 09I-041E.

stakeholder process already applicable to Tri-State by formalizing requirements for the presentation, disclosure, and transparency of information regarding Tri-State's resource planning.² The proposed rule also takes into account the differences between Tri-State and Colorado's investor-owned electric utilities as required by Section 134, including its multi-state operations, its cooperative ownership structure, and its immediate efforts to secure full rate regulation at the federal level.

- 5. The proposed ERP Rules include a Phase I process that provides interested stakeholders, such as Tri-State's member rural electric cooperatives and advocates for Colorado's energy policies, access to relevant information and opportunities to examine carefully the resource options available to Tri-State in a formal application process overseen by the Commission. The proposed filing requirements for Phase I also safeguard a role for competitive bidding which has served to bring cost-effective resources to Colorado through market forces, including renewable energy resources and, most recently, new energy storage technologies.³ The proposed rules for a Phase II process will result in the structured presentation of obtainable resource options, including their relative costs and their impacts on the environment and Colorado communities.
- 6. The full set proposed ERP Rules is intended to shine more light into Tri-State's existing generation resources and the underpinnings of its plans to transition to a cleaner energy portfolio. They are also expected to ensure accountability of Tri-State's staff, board, and

² Decision No. C10-0101, issued February 4, 2010, Proceeding No. 09I-041E.

³ Decision No. C18-0761, issued September 10, 2018, Proceeding No. 16A-0396E.

Decision No. C19-0651 PROCEEDING NO. 19R-0408E

leadership in the areas of cost-effective resource acquisition and compliance with new Colorado laws mandating a significant reduction in carbon dioxide emissions.⁴

7. This rulemaking proceeding focuses exclusively on ERP Rules for wholesale electric cooperatives consistent with Tri-State's stated commitment to work with the Commission on resource planning and its request to engage with stakeholders as it moves from the previously applicable resource planning regulatory framework to the new rules to be promulgated in this Proceeding.

C. Background

1. SB 19-236

- 8. On May 30, 2019, Governor Jared Polis signed into law SB 19-236. Section 134 as enacted by that statute, directs the Commission to promulgate new rules that require wholesale electric cooperatives to submit an application for approval of an integrated or ERP. In developing such rules, the Commission must consider, among other factors determined by the Commission, whether wholesale electric cooperatives: serve a multistate operational jurisdiction; have a not-for-profit ownership structure; and have a resource plan that meets the energy policy goals of Colorado.
- 9. On July 3, 2019, a letter from members of the Colorado General Assembly addressed to Duane Highly, Chief Executive Officer of Tri-State, and Rick Gordon, Chairman of the Board of Tri-State, was submitted to the Commission for its files.⁵ The letter states that the General Assembly worked closely with Tri-State and other stakeholders on SB 19-236 and describes the legislation as "a collaborative process meant to ensure the Colorado Public Utilities

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⁴ House Bill 19-1261 "Concerning the Reduction of Greenhouse Gas Pollution, and, in Connection Therewith, Establishing Statewide Greenhouse Gas Pollution Reduction Goals."

⁵ See Proceeding No. 19V-0311E.

Commission (PUC) oversight of key aspects of Tri-State's resource planning." The letter further states: "Tri-State did not inform us that during these discussions it was simultaneously planning to implement changes that would transition regulatory authority to [the Federal Energy Regulatory Commission (FERC)], thereby potentially undermining critical parts of the very resource planning oversight it was negotiating."

2. 19R-0096E: ERP/RES Rulemaking

- 10. On February 27, 2019, the Commission issued a Notice of Proposed Rulemaking through Decision No. C19-0197 in Proceeding No. 19R-0096E to amend the Electric Rules in six areas: (1) the ERP Rules; (2) the Renewable Energy Standard (RES) Rules at 4 CCR 723-3-3650, et seq.; (3) the Net Metering Rules presently in 4 CCR 723-3-3664; (4) the rules governing Community Solar Gardens presently in 4 CCR 723-3-3665; (5) the provisions for utility purchases from Qualifying Facilities presently at 4 CCR 723-3-3900, et seq.; and (6) the Interconnections Standards and Procedures presently in 4 CCR 723-3-3667. Hearings were conducted on April 29, 2019 through May 3, 2019, and post-hearing comments were submitted on May 31, 2019. A decision adopting revised Electric Rules is pending.
- 11. Although Decision No. C19-0197 included no proposed revisions to the language in Rule 3605 addressing "Cooperative Electric Generation and Transmission Association Reporting Requirements," changes to other rules cross-referenced in Rule 3605 were proposed in legislative format, including Rules 3603, 3606, 3607, and 3610. Notably, with respect to Rule 3603, Decision No. C19-0197 addressed the potential need for the Commission to take into account statutory changes enacted by the 2019 General Assembly and signed into law.

⁶ Letter at p. 1.

⁷ *Id*.

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- 12. In addition to the ERP Rules, the attachments to Decision No. C19-0197 included other provisions in the Commission's Electric Rules that apply to wholesale electric cooperatives, because the rulemaking in Proceeding No. 19R-0096 is not limited to changes in the Commission's ERP Rules. For example, the attachments include: Rule 3000(c) listing the provisions in the Electric Rules that are applicable to wholesale electric cooperatives as well as the provisions in RES Rules that apply to a "Qualifying wholesale utility" and to its member cooperatives that are "Qualifying retail utilities." Decision No. C19-0197 also described the "Stakeholder Outreach Proceeding" that preceded the issuance of the NOPR and lists Tri-State as one of the Colorado electric utilities that participated in that proceeding. Tri-State is a Colorado wholesale electric cooperative
- 13. Several comments filed in Proceeding No. 19R-0096E directly address the applicability of a Commission-driven ERP process for Tri-State. Certain commenters advocated for bringing Commission regulatory oversight to resource planning aspects of Tri-State to provide rural parts of Colorado an opportunity to more fully participate in clean energy economic benefits. Some commenters observed that Tri-State is not currently subject to the same regulations as other electric utilities in Colorado, while others requested that the Commission move Tri-State toward increasing its use of renewably-generated electricity and decreasing the cost of power in Colorado. The San Juan County Commissioners, for example, recommended that the Commission require Tri-State to follow the same ERP Rules as required by other electric utilities.
- 14. The hearings to take oral comment in Proceeding No. 19R-0096 coincided with the final days of the 2019 General Assembly when SB 19-236 was debated and passed. At the beginning of the first day of hearings on April 29, 2019, Chairman Ackermann noted that

legislative changes could affect comments or proposed rule changes and accordingly solicited additional written comments through the end of May 31, 2019.8 In addition, oral comments at the hearing directly addressed ERP Rules applicable to Tri-State. For instance, a member of the city council of Northglenn, Colorado spoke on behalf of the Colorado Communities for Climate Action, expressing support for expanding Commission oversight over Tri-State to achieve a less expensive and less carbon-intensive generation portfolio.9 A representative of Western Resource Advocates (WRA) later cited the public comment filed in the rulemaking proceeding from individuals requesting the Commission to require Tri-State to undergo a more thorough and robust resource planning process. She suggested that the Commission use the rulemaking, consistent with those public comments, to evaluate the ERP process that governs Tri-State. 10

15. A representative for Tri-State was given an opportunity by Commissioner Koncilja and others at the April 29, 2019 hearing in Proceeding No. 19R-0096E to respond to the written and oral comments addressing ERP processes for Tri-State. He admitted that comments had been filed by members of the public calling for the Commission to apply the same rules to Tri-State that presently apply to Colorado's investor-owned utilities. He stated "if the Commission was inclined to head in that direction, at a minimum, that would require a rulemaking, and extending the [Commission's] resource planning jurisdiction to a generation and transmission cooperative" also would require a new rulemaking "because the present rules just don't fit." He welcomed the opportunity to provide written comment on the need for resource planning rules for Tri-State, but warned that such written comments would indicate that Tri-State

⁸ Transcript April 29, 2019, pp. 5-7.

⁹ Transcript April 29, 2019, pp. 13-14.

¹⁰ Transcript April 29, 2019, p. 268 and pp. 270-271.

¹¹ Transcript April 29, 2019, pp. 275-276.

supports no change to the current procedures it is using for resource planning.¹² He summarizes those procedures as follows:

Under the present framework, the Commission...requires Tri-State, after filing, to make itself available to the Commission to come in and answer questions and provide information, whatever it is that the Commission chooses. The only thing that doesn't happen is a final Commission decision approving the resource plan, as the Commission does for Public Service and Black Hills. There's certainly nothing that precludes the Commission in asking Tri-State to come in, make the presentation, walk through it, answer questions, and, then, say, we disagree. We highly recommend you to go back and try again.¹³

- 16. Post-hearing written comments were filed in Proceeding No. 19R-0096E by the Colorado Energy Office (CEO), WRA, the Colorado Independent Energy Association (CIEA), and Interwest Energy Alliance (Interwest).
- 17. CEO suggested that Proceeding No. 19R-0096E provides the proper and appropriate venue to develop and promulgate ERP Rules for Tri-State. As a general response to the new statutes enacted by the 2019 General Assembly, CEO posited that the Commission could waive current ERP filing requirements for Tri-State and allow it to file its next ERP Plan after the Commission adopts new ERP Rules.
- 18. WRA asserted that SB 19-236 removed any ambiguity about the Commission's jurisdiction to regulate Tri-State's resource planning process. WRA argued that the ongoing rulemaking proceeding was ideal for addressing the new rules governing the ERP process for Tri-State, because the Commission will "undoubtedly touch on 'the energy policy goals of the state."

¹² Transcript April 29, 2019, p. 284.

¹³ Transcript April 29, 2019, p. 291.

¹⁴ WRA Final Comments, p. 9 in Proceeding No. 19R-0096E.

- 19. CIEA argued that the proposed rules in the current rulemaking proceeding adequately accommodate Tri-State "on a substantive basis" with some relatively modest clarifications and additions. CIEA suggested that the Commission should direct Tri-State to discontinue its current effort for the 2019 ERP and order Tri-State to bring a new ERP before the Commission immediately but no later than February 1, 2020.
- 20. Interwest argued that Tri-State should be required to act quickly to prepare a new compliant ERP pursuant to Commission rules and House Bill 19-1261 setting statewide emissions reduction goals. Echoing CIEA, Interwest argued that the new rules for Tri-State should require a plan filing no later than February 1, 2020 to help reduce costs for Tri-State's members from the Production Tax Credits (PTCs) for wind projects and the Investment Tax Credits (ITCs) for solar projects.
- 21. Tri-State's post hearing comments explained that it continues to support the current regulatory framework applicable to its ERP work. Recognizing the enactment of Section 134, however, Tri-State argued that the proper and most efficient means to develop and promulgate new ERP Rules applicable to Tri-State is in a new rulemaking proceeding. For its written comments, Tri-State incorporated the reasoning set forth in its petition filed in Proceeding No. 19V-0311E.

3. 19V-0311E: Tri-State Petition

22. In a letter addressed to Commission Director Doug Dean dated March 1, 2019, Tri-State announced the start of its stakeholder outreach in preparation of the filing of an ERP no later than October 31, 2019 (2019 ERP) in accordance with Rule 3605.

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23. On May 31, 2019, Tri-State filed a Petition for Approval of a Variance to Extend the Filing of its Next Electric Resource Plan and Request for Pre-Rulemaking Proceeding (Petition) in Proceeding No. 19V-0311E.

Requests for intervention and substantive responses to the Petition were timely 24. filed by Sierra Club, WRA, CEO, CIEA, and Interwest. Each objected to Tri-State's requests as set forth in its Petition, with the exception of the waiver from filing its next ERP on or before October 31, 2019.

Tri-State's Requests a.

- 25. Tri-State sought a variance from the timing requirements of Rules 3603 and 3605 and an extension of the deadline for filing its next resource plan from October 31, 2019 to December 31, 2020.
- 26. Tri-State argued that an extension from October 31, 2019 to December 31, 2020 will allow sufficient time for: (1) both it and the Commission to engage with stakeholders; (2) the Commission to conduct a rulemaking proceeding focused on resource planning rules applicable only to Tri-State; (3) Tri-State to obtain and consider stakeholder input in connection with development of its next resource plan; and (4) Tri-State to develop and file its resource plan pursuant to the new rules.
- 27. Tri-State further argued that it would be inequitable and would constitute a hardship to require Tri-State to develop and file by October 31, 2019, a new resource plan "consistent with any new rules promulgated pursuant to Section 134." Tri-State added that it also would be inequitable and would constitute a hardship to require Tri-State to complete the

¹⁵ Petition at p. 6.

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preparation of its 2019 resource plan under the existing rules and then require it to prepare and file shortly thereafter a different resource plan under new rules.

28. In addition to the waiver from Rule 3605, Tri-State requested that the Commission open a miscellaneous proceeding for the purpose of soliciting input and information concerning resource planning rules for Tri-State consistent with Section 134. Tri-State warned against simply applying to Tri-State the existing ERP Rules or the new proposed ERP Rules currently under review in Proceeding No. 19R-0096E, and then requiring Tri-State to seek a waiver or variance of the rules it argues should not apply to Tri-State. Tri-State suggested that a more prudent approach would be for the Commission to identify those ERP Rules that make sense "in the context of a multi-state, not-for-profit, wholesale electric utility that does not have a certificated service territory." Tri-State also states that its proposed approach is consistent with the statutory considerations required in § 40-2-134, C.R.S.

b. Responses to the Petition

29. Sierra Club argued that a pre-rulemaking proceeding, as requested by Tri-State, was unnecessary. Sierra Club alleged that Tri-State has long made the misleading claim that it is so different from other utilities that it should be regulated differently, if at all. Sierra Club noted that many other utilities operate an electric generation and transmission system spanning multiple states yet, without exception, these multi-state utilities comply with the same resource planning rules as other utilities. Sierra Club suggested that implementing the mandate in Section 134 to issue rules for Tri-State's resource planning should be straightforward and that the burden should be on Tri-State to provide a compelling justification for not applying any of the existing or proposed ERP Rules to Tri-State.

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¹⁶ *Id.* at p. 7.

30. WRA opposes a December 31, 2020 deadline for Tri-State's filing of its next ERP and suggested that, because Tri-State has a robust stakeholder framework in place as was being used for its 2019 ERP, and because Tri-State is already familiar with the Commission's current ERP process and rules, a more reasonable deadline for filing Tri-State's ERP under the new rules promulgated pursuant to Section 134 would be April 30, 2020. WRA further recommended the Commission deny Tri-State's request for a pre-rulemaking proceeding. WRA instead suggested that the Commission promulgate the new ERP Rules for Tri-State in the ongoing comprehensive rulemaking in Proceeding No. 19R-0096E rather than open a new pre-rulemaking proceeding.

- 31. CEO argued that the rulemaking in Proceeding No. 19R-0096E provided the proper venue to develop and promulgate ERP Rules for Tri-State. CEO stated that opening a new proceeding may result in duplicative filings and discussions and that a new proceeding solely to address ERP Rules for Tri-State "would create timing issues for the Commission's final decision on ERP rules," implying that the issues raised with respect to the investor-owned utilities would need to be decided concurrently as they relate to Tri-State.
- 32. CIEA wanted Tri-State to file an ERP in early 2020, arguing that the promulgation of new ERP rules for Tri-State pursuant to Section 134 could be done quickly without much complication. CIEA asserted that Tri-State is now required to bring forward ERP applications "in order to acquire new generation resources." Notwithstanding this change, CIEA surmises that "existing ERP rules are easily adaptable to Tri-State" and that except for a relatively minor issue regarding Tri-State's use of its members' load data to determine resource need, the existing ERP Rules are "well positioned" to apply to Tri-State. CIEA

¹⁷ CIEA Intervention in Proceeding No. 19V-0311E at p. 2.

¹⁸ *Id.* at p. 5

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suggested that a February 1, 2020 filing date leaves "ample time to finalize the rules for Tri-State." CIEA wanted Tri-State to benefit from federal ITCs for solar and PTCs for wind. CIEA argued that an extended delay in Tri-State's next ERP filing "means that ratepayers may not get to enjoy the lower costs that stem from projects that can take advantage of those benefits." ²⁰

33. Like CIEA, Interwest advocated for an ERP filing from Tri-State in early 2020 and shared the view that adoption of ERP Rules for Tri-State pursuant to Section 134 could be done expeditiously. For example, Interwest concluded that most of the existing ERP Rules "will continue to apply to Tri-State" and that only a limited rulemaking is needed to "identify which of the existing resource planning rules do not apply to Tri-State in full" and "determine the filing deadline for the ERP." Interwest argued that a delay in Tri-State's next ERP filing could:

result in a corresponding delay in emissions reductions to be brought by early analysis and actions based on the economics and environmental performance of Tri-State's existing fleet, as well as new acquisitions which may help reduce greenhouse gas emissions and reach Colorado's public policy goals, including the 100% clean goal by 2050 and 80% reduction in carbon emissions by 2030 from 2005 levels.²⁴

Interwest expected that required rulemaking could be completed within approximately six months and that Tri-State's next ERP could be filed on February 1, 2020 but no later than April 1, 2020. According to Interwest, these filing deadlines would result in additional savings for Tri-State and its members, including the favorable impacts of the ITCs and PTCs.

¹⁹ *Id.* at p. 7.

²⁰ *Id.* at p. 8.

²¹ Interwest Response in Proceeding No. 19V-0311E at p. 2.

²² *Id*.

²³ *Id*.

²⁴ *Id*.

c. Ruling on Petition

- 34. By Decision No. C19-0629, issued July 24, 2019, the Commission found good cause to grant Tri-State's request to waive the requirement that it file its next ERP on or before October 31, 2019. The Commission recognized that Section 134 requires the promulgation of new rules for application filings from Tri-State for approval of its ERPs, which is a significant change from Tri-State's reporting requirements in the existing ERP Rules.
- 35. The Commission denied Tri-State's request to establish a new deadline of December 31, 2020 for its next ERP filing. Instead, the Commission determined that a filing deadline for Tri-State's first application filing for approval of its ERP will be established in the course of the promulgation of rules applicable to Tri-State's ERPs pursuant to Section 134.
- 36. The Commission also denied Tri-State's request that the Commission open a miscellaneous proceeding for the purpose of soliciting input and information concerning resource planning rules for Tri-State consistent with Section 134. The Commission agreed with Sierra Club, WRA, and CEO that it is unnecessary to engage in any further stakeholder outreach prior to initiating a rulemaking proceeding to promulgate the new ERP Rules applicable to Tri-State pursuant to Section 134. The Commission concluded that Tri-State's Petition, the responses submitted to the Petition, and the numerous comments filed in the ongoing rulemaking in Proceeding No. 19R-0096E suffice for pre-rulemaking outreach prior to the Commission's issuance of a NOPR pursuant to Section 134.
- 37. In addition, the Commission observed that Tri-State was moving quickly in its efforts both to develop its next ERP filing pursuant to the yet-to-be adopted ERP Rules for Tri-State and to secure full rate regulation from the FERC. The Commission thus directed Tri-State to file in Proceeding No. 19V-0311E: (1) a copy of any filing submitted to the FERC

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related to Tri-State's Board of Directors' actions to place Tri-State under wholesale rate regulation by the FERC under the Federal Power Act, including any wholesale rate tariff filing; (2) a notice regarding the addition of new members to Tri-State that causes the elimination of Tri-State's previous exception from FERC rate regulations under the Federal Power Act; and (3) any additional information germane to Tri-State's compliance with resource planning, renewable energy, and environmental provisions under Colorado law. The filings were intended to ensure that the Commission receive notice from Tri-State regarding its efforts to secure FERC rate regulations during the pendency of this NOPR to promulgate the ERP Rules for Tri-State pursuant to Section 134.

38. During the Commission's weekly meeting on July 17, 2019, when Decision No. C19-0629 was discussed and adopted, Tri-State issued a press release announcing that it is pursuing an "aggressive Responsible Energy Plan to transition to a cleaner energy portfolio, while ensuring reliability, increasing member flexibility and with a goal to lower wholesale rates."

The press release explains how the plan will set goals and pathways to comply with aggressive carbon reduction, renewable energy, and resource planning requirements. The press release further states: "A key part of Tri-State's approach is an engagement with former Colorado Governor Bill Ritter and the Center for the New Energy Economy (CNEE) at Colorado State University to facility a collaborative stakeholder process for Tri-State that will contribute to and help define the Responsible Energy Plan."

A copy of the press release was added to the administrative record for this Proceeding.

²⁵ Press Release in Proceeding No. 19V-0311E at p. 1

²⁶ *Id.* at p. 2.

D. Discussion

1. Questions and Legal Briefing

- 39. Section 134 requires the Commission to consider, among other factors, whether Tri-State: serves a multistate operational jurisdiction; has a not-for-profit ownership structure; and has a resource plan that meets the energy policy goals of the state.
- 40. To that end, we solicit responses from Tri-State and other interested persons to the following series of questions. If Tri-State takes the position that it is not subject to some or all of the obligations listed below, Tri-State should provide a complete legal analysis of why they are not subject to these statutory requirements. As required, we encourage all the participants to provide legal briefing.
- How do Tri-State's multistate operations affect its members in Colorado? How will that factor be reflected in an ERP for Tri-State?
- How will Tri-State's cooperative ownership structure be reflected in an ERP for Tri-State?
- In addition to Tri-State's multistate operations and its cooperative ownership, what additional factors should the Commission consider in evaluating an ERP for Tri-State?
- How does Tri-State currently allocate revenues and costs, both direct and indirect to its members, including any protocols, formulas, and or cost allocation manuals?
- Has that methodology changed in the last five years?
- Will that methodology change as the result of FERC regulation?
- How does Tri-State currently allocate among its members the generation of its renewable generation, coal generation, and other resources? Does any of that allocation process adhere to state boundaries?
- Will that methodology change as the result of FERC regulation?
- What are the specific Colorado energy policy goals applicable to Tri-State? Where are these goals set forth in the statute? How will Tri-State demonstrate that it is meeting those energy policy goals in its ERP filings?

- Is Tri-State Generation and Transmission Association, Inc. a not-for-profit organization? If so, in what respects and how is the not-for-profit status distinct from its co-operative ownership structure?
- How does Tri-State meet its financial requirements? How will that factor be reflected in an ERP for Tri-State?
- How will the implementation of House Bill 19-1261 "Concerning the Reduction of Greenhouse Gas Pollution, and, in Connection Therewith, Establishing Statewide Greenhouse Gas Pollution Reduction Goals" affect the development of future ERP application filings by Tri-State pursuant to Section 134?
- How will the implementation of SB 19-236 affect the development of Tri-State's ERP with respect to the "best value regarding employment of Colorado labor... and positive impacts on the long-term viability of Colorado communities" pursuant to § 40-2-129, C.R.S.?
- How will Tri-State's potential participation in an Energy Imbalance Market, Regional Transmission Organization, Power Pool, or Joint Tariff pursuant to § 40-2.3-102, C.R.S., affect Tri-State's future ERP application filings?
- How will the ERP Rules promulgated in this Proceeding affect Tri-State's operations and future generation portfolio?
- Does the Commission have the authority to require Tri-State to conduct competitive bidding in its resource acquisition?
- How will Tri-State demonstrate compliance with a Phase I decision as defined in subparagraph 3605(g)(III)? How will a Phase I decision be enforced by the Commission?
- How will Tri-State demonstrate compliance with a Phase II decision as defined in subparagraph 3605(h)(II)? How will a Phase II decision be enforced by the Commission?
- Will a Commission decision denying or altering Tri-State's ERP be binding on Tri-State and its Board?
- What are the regulatory consequences for Tri-State if it implements a resource acquisition outside of an approved ERP? Similarly, what are the regulatory consequences for Tri-State if it fails to implement a resource acquisition pursuant to an approved ERP?
- Is it necessary for the Commission to promulgate additional rules applicable to Tri-State beyond the ERP Rules in order to address fully the connection between Tri-State's rates and charges and its resource planning?
- Is it necessary and or advisable for the General Assembly to enact additional legislative changes with respect to Tri-State in order to implement the statutory

polices of the State of Colorado as they relate to reduced emissions and increased generation through renewable resources?

2. Proposed Rule Changes

- 41. The Commission proposes modifying the Electric Rules as outlined in Attachments A (in legislative format) and B (without redlining).
- 42. In light of the ongoing rulemaking in Proceeding No. 19R-0096E, the proposed rules implementing SB 19-236 with respect to wholesale electric cooperatives such as Tri-State are developed primarily within Existing Rule 3605 contained within the Commission's ERP Rules, 4 CCR 723-3-3600, et seq. Certain provisions in the ERP Rules will also apply to Tri-State as contained in: Existing/Proposed Rule 3601. Overview and Purpose; Definitions; Proposed Rule 3612/Existing Rule 3614. Existing/Proposed Rule 3602. Confidential Information Regarding Electric Generation Facilities; Proposed Rule 3613. Best Value Employment Metrics; Existing Rule 3618/Proposed Rule 3616. Annual Reports; and Existing Rule 3619/Proposed Rule 3617. Amendment of an Approved Electric Resource Plan. In addition, Existing Rule 3000. Scope and Applicability; Existing Rule 3001. Definitions; and Existing Rule 3002. Applications will also apply to Tri-State. With the exception of Existing/Proposed Rule 3605, all of these rules are subject to review and revisions in certain generally applicable rules in the Rules Regulating Electric Utilities under review in the ongoing rulemaking in Proceeding No. 19R-0096E.
- 43. The proposed rules for a wholesale electric cooperative such as Tri-State mirror the two-phase ERP process currently in place for Colorado's investor-owned utilities. Accordingly, Proposed Rule 3605 includes the following paragraphs:
 - 3605(a). Resource plan filing requirements;
 - 3605(b). Electric energy and demand forecasts;

• 3605(c). Assessment of existing resources;

- 3605(d). Transmission resources;
- 3605(e). Planning reserve margins and contingency plans;
- 3605(f). Assessment of need for additional resources;
- 3605(g). Phase I; and
- 3605(h). Phase II.

The provisions included in these paragraphs reflect an initial proposal for the existing and proposed ERP Rules for Colorado's investor-owned electric utilities applicable to a wholesale electric cooperative that serves a multistate operational jurisdiction and has a cooperative ownership structure.

- 44. Because Proposed Rule 3605 includes the paragraphs listed above, the following ERP Rules being reviewed in Proceeding No. 19R-0096E are not intended to apply to a wholesale electric cooperative such as Tri-State: Existing/Proposed Rule 3603. Electric Resource Plan Filing Requirements; Existing/Proposed Rule 3604. Contents of the Electric Resource Plan; Existing/Proposed Rule 3606. Electric Energy and Demand Forecasts; Existing/Proposed Rule 3607. Assessment of Existing Resources; Existing/Proposed Rule 3608 Transmission Resources; Existing/Proposed Rule 3609 Planning Reserve Margins and Contingency Plans; Existing/Proposed Rule 3610. Assessment of Need for Resources: Proposed Existing Rule 3615/Proposed Rule 3611. Exemptions and Exclusions; Proposed Rule 3614. Phase I; and Proposed Rule 3615. Phase II.
- 45. Finally, SB 19-236 requires the Commission to consider the cost of carbon dioxide emissions, calculated in accordance with the most recent assessment of the social cost of carbon dioxide developed by the federal government, in various proceedings including application proceedings for the approval of an ERP. Because other types of electric utility proceedings are also required by SB 19-236 to also use a specific cost of carbon dioxide

emissions, new provisions to the Commission's Electric Rules are required to implement the newly enacted § 40-3.2-106, C.R.S. The proposed revisions to Rule 3605 are based on the assumption that such new provisions in the Commission's Electric Rules will be adopted in Proceeding No. 19R-0096E (*e.g.*, Proposed Rule 3605(a)(III)(H) depends on the Commission's calculation of the cost of carbon based on the most recent assessment of the social cost of carbon developed by the federal government).

E. Conclusion

- 46. The statutory authority for the rules proposed here is found at §§ 24-4-101 *et seq.*, 40-2-108, 40-2-123, 40-2-124, 40-2-127, 40-2-134, and 40-2-129, C.R.S.
- 47. Prior to our issuance of this NOPR, consistent with § 24-4-103(2), C.R.S., representative groups of participants with an interest in the subject matter of this rulemaking submitted views and participated in related proceedings. These participants are included on the list of persons who receive notification of the NOPR.²⁷
- 48. The proposed rules in legislative (*i.e.*, strikeout/underline) format (Attachment A) and final format (Attachment B) are available through the Commission's Electronic Filings (E-Filings) System at:

https://www.dora.state.co.us/pls/efi/EFI.Show Docket?p session id=&p docket id=19R-0408E

- 49. The Commission will conduct a hearing *en banc* on the proposed rules and related issues on October 15, 2019.
- 50. The Commission encourages interested persons to submit written comments before the hearing scheduled in this matter. In the event interested persons wish to

²⁷ Service of this NOPR will be provided to parties in Proceeding No. 19V-0311E and to the interested persons submitting comments in the related rulemaking in Proceeding No. 19R-0096E.

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file comments before the hearing, the Commission requests that comments be filed no later than

September 11, 2019, that any pre-filed comments responsive to the initial comments be

submitted no later than September 25, 2019, and that any changes are proposed in legislative

redline format. The Commission prefers that comments be filed using its E-Filings System

at https://www.dora.state.co.us/pls/efi/EFI.homepage in this proceeding. The Commission will

consider all submissions, whether oral or written.

51. Interested persons may provide oral comments at the public hearing unless the

Commission deems oral presentations unnecessary.

II. ORDER

A. The Commission Orders That:

1. This Notice of Proposed Rulemaking including Attachments A and B shall be

filed with the Colorado Secretary of State for publication in the August 10, 2019, edition of

The Colorado Register.

2. A hearing on the proposed rules and related matters shall be held as follows:

DATE: October 15, 2019

TIME: 9:00 a.m. until not later than 5:00 p.m.

PLACE: Commission Hearing Room

1560 Broadway, Suite 250

Denver, Colorado

3. At the time set for hearing in this matter, interested persons may submit written

comments and may present these orally unless the Commission deems oral presentation

unnecessary. The Commission prefers and encourages interested persons to pre-file comments in

this proceeding (19R-0408E) through its E-Filings System at:

https://www.dora.state.co.us/pls/efi/EFI.homepage.

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- 4. The Commission requests that initial pre-filed comments be submitted no later than September 11, 2019, and that any pre-filed comments responsive to the initial comments be submitted no later than September 25, 2019. The Commission will consider all submissions, whether oral or written.
 - 5. This Decision is effective upon its Mailed Date.
 - B. ADOPTED IN COMMISSIONERS' WEEKLY MEETING July 25, 2019.

(SEAL)

THE PUBLIC OF COLORS OF COLO

ATTEST: A TRUE COPY

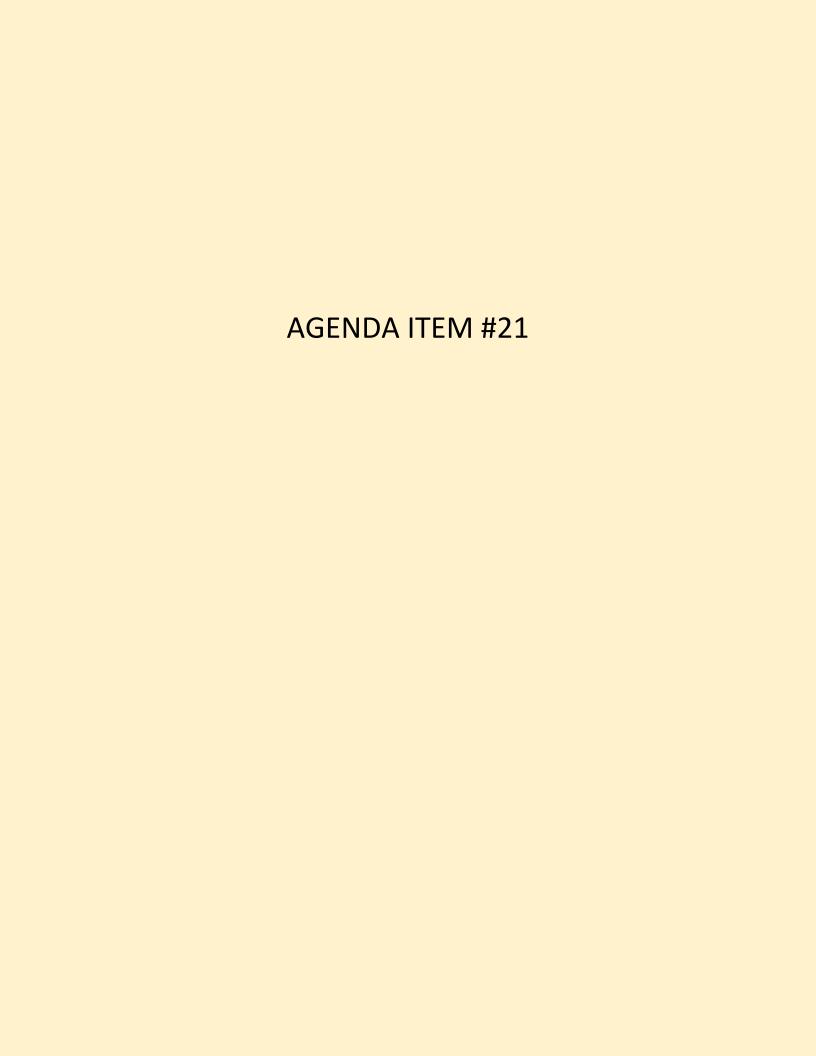
Doug Dean, Director THE PUBLIC UTILITIES COMMISSION OF THE STATE OF COLORADO

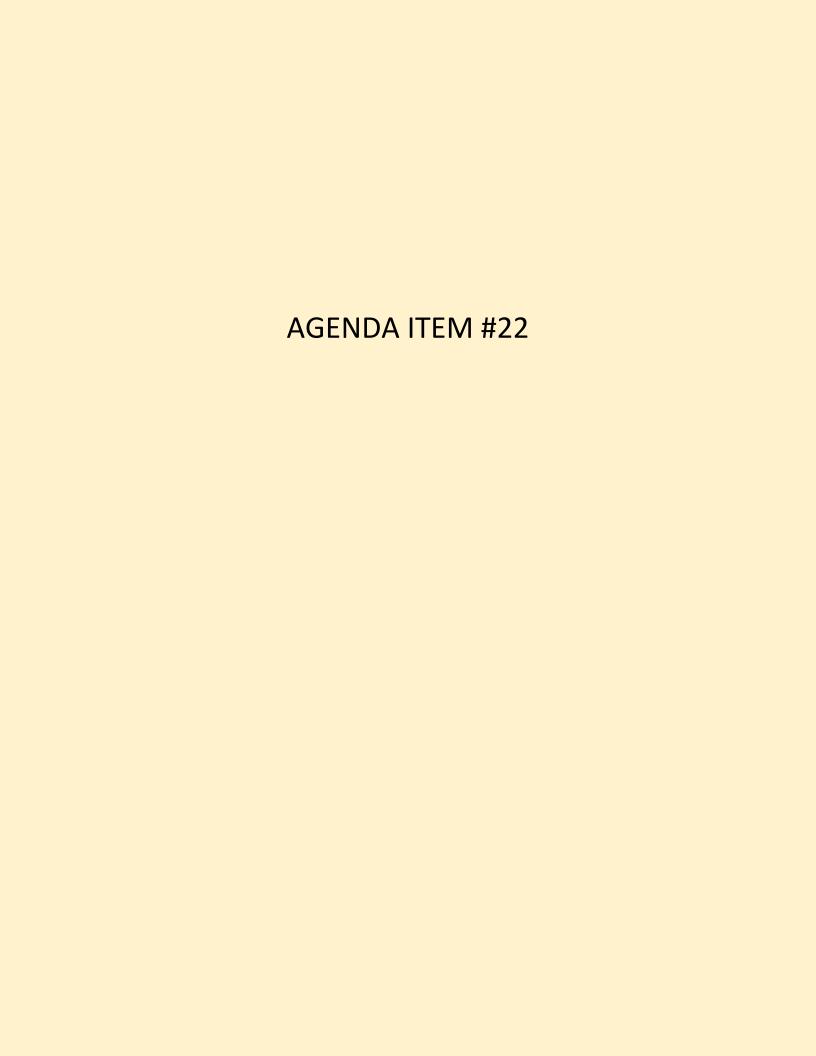
JEFFREY P. ACKERMANN

FRANCES A. KONCILJA

JOHN GAVAN

Commissioners





AGENDA ITEM: Manager's Report

RIDGWAY PLANNING COMMISSION AGENDA

Tuesday, September 24th, 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

OTHER BUSINESS:

- Consideration of Residential Uses in the Industrial Districts
 No support for residential uses in the industrial districts unless perhaps when part of mixed-use project. This topic should be included in the conversation regarding code updates that are coming up.
- Ouray County Multi-Hazard Mitigation Plan, 2019 update
 Another short survey has been published and emailed to the Town Council and Planning Commission. Please take the survey and spread the word.
- 3. Reschedule November and December regular Planning Commission meetings.
 - a. November 26th to December 3rd
 - b. December 31st to Jan 7th

Will reschedule the regular meetings to these proposed dates.

APPROVAL OF MINUTES:

- 4. Minutes from the meeting of July 30th, 2019 Didn't have a quorum, move to next month
- 5. Minutes from the meeting of August 27th, 2019 Didn't have a quorum, move to next month

ADJOURN